



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

July 15, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES:  
RECOMMENDATION TO APPROVE AND AWARD SYSTEM MAINTENANCE AND  
OPERATIONAL SUPPORT SERVICES AGREEMENT  
WITH ELECTRONIC DATA SYSTEMS CORPORATION FOR  
GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Greater Avenues for Independence (GAIN) Employment Activity and Reporting System (GEARS) is the existing system that supports and automates the Los Angeles County's (County) case management and administration of the California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WtW) program. GEARS performs critical business processes which support case assignment, case management, and the scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive services. In order to maintain critical County services, the Department of Public Social Services (DPSS) is recommending approval of a seven year agreement, with optional extensions of up to 24 additional months, with Electronic Data Systems Corporation (EDS or Contractor).

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

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Fourth District

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Fifth District

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**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached agreement with EDS effective upon Board approval. The agreement has a seven year term, which can be extended up to 24 additional months in month-to-month or other County specified extension periods for a maximum agreement amount of \$75,310,263. Pursuant to the agreement, the Contractor will provide: (1) project management services; (2) system and data center services; (3) system maintenance and operational support services; (4) modifications and/or enhancements; and (5) related professional services and additional services, as defined in the agreement. The total associated cost is financed 100 percent with State funds. Funding for this agreement is included in the Fiscal Year (FY) 2008-2009 Proposed Budget.
2. Delegate authority to the DPSS Director, to approve and execute: (1) amendments to exercise extension options; and (2) amendments for use of funding (known as pool dollars) to obtain professional services to support the project outside the scope of maintenance and operational, and modifications and/or enhancements.
3. Delegate authority to the DPSS Director, or his designee, to approve and execute change notices that: (1) does not affect the scope of work, term of agreement, maximum agreement sum, payments, or any terms or conditions included under the agreement; and (2) service requests for modifications and/or enhancements.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

GEARS services are currently provided through an agreement with EDS, which will expire on November 30, 2008. The proposed agreement with EDS will replace the current agreement and ensure the Contractor provides: (1) project management services; (2) system and data center services; (3) system maintenance and operational support services; (4) County requested modifications and/or enhancements to comply with changes to applicable federal, State, and/or local laws and regulations, and to provide modifications and revisions of System functions; and (5) County requested professional services that may include hardware, software, and/or other consulting services, which support the project and are beyond the scope of maintenance and operational and modifications and/or enhancements, and additional services that are necessary, if estimated production volumes of GEARS transactions, Telnet user IDs, and/or print lines are exceeded.

GEARS functionality, as directed by the State, will be included in the LEADER Replacement System (LRS). The State based their decision to incorporate GEARS functionality on Welfare and Institutions Code 10823(a) (1), which requires the California Department of Social Services, Office of Systems Integration Branch, implement a Statewide Automated Welfare System (SAWS), for a variety of public assistance programs, including CalWORKs. The statute further establishes that SAWS can include no more than four county consortia systems. Therefore, to conform to the State statute, and in keeping with the other county consortia systems, the WtW component will be included in the LRS. Upon full production and implementation of LRS, DPSS intends to recommend to your Board that the GEARS agreement be terminated for convenience.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal No. 3: Organizational Effectiveness, by ensuring that GEARS remains an efficient, effective, and goal-oriented service delivery system; and Goal No. 4: Fiscal Responsibility, by strengthening the County's fiscal capability.

### **FISCAL IMPACT/FINANCING**

Completed negotiations of this agreement have resulted in DPSS entering into a cost effective agreement with a range of services that will greatly benefit the Department and the GAIN participants. Funding required for FY 2008-09 for this agreement is included in DPSS' proposed annual budget. Future funding will be included in subsequent FY departmental budget requests. The total maximum cost of the seven year agreement, and the optional extensions of up to 24 additional months, is \$75,310,263. Funding for this agreement is included in the CalWORKs single allocation and is financed 100 percent with State funds. As the CalWORKs Maintenance of Effort requirement has already been (or will be) met by the County, there will be no net County cost (NCC) for FY 2008-2009.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contractor is in compliance with all Board and Chief Executive Officer (CEO) requirements. The agreement has been reviewed and approved as to form by County Counsel. In accordance with your Board's policy of employing outside counsel for certain information technology contracts, the law firm of Mitchell Silberberg and Knupp, LLP (MSK) was retained and participated with DPSS and County Counsel in the negotiations, review, and finalization of the agreement, and recommends Board approval of the agreement.

Except as described below, the agreement contains all applicable Board mandated provisions, including those pertaining to consideration of hiring qualified County employees targeted for layoffs, consideration of hiring qualified GAIN/GROW participants, Contractor's responsibility and debarment, recycled bond paper, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program. DPSS has determined this agreement is not subject to: (1) Living Wage Ordinance; (2) the Local Small Business Enterprise Preference Program; or (3) the Transitional Job Opportunities Preference Program; and, therefore, they are not included in the agreement.

The following terms and conditions have been negotiated for inclusion in the agreement, and CEO Risk Management has reviewed and approved the agreement provisions relating to insurance and indemnification.

1. Assignment and Delegation – This provision allows the Contractor to assign, without County consent, its rights to payments to financial institution(s) or other third party(ies), but the County is under no obligation to adjust its normal payment procedures to accommodate the Contractor or the assignee(s).

Contractor is not required to obtain County's written consent in the event of a change of majority control. However, Contractor must notify County within ten business days after a public announcement of a change in the majority controlling interest, or if there is no public announcement of such a change of control, Contractor must notify County of the change within ten business days following the effective date of the change of control. If County determines that the change of control would prevent Contractor from being qualified and eligible to receive a contract award under applicable federal, State, and/or County laws, regulations, and/or policies (e.g., the majority control of Contractor is held by a debarred entity), then County may terminate this agreement.

2. Budget Reductions – In the event that County adopts a budget that provides for reductions with respect to County agreements, County cannot impose a reduction in Contractor's labor rates, salaries or benefits, and any reduction in payment by County to Contractor would be accompanied by a comparable reduction in the services provided by the Contractor.
3. Indemnification – These provisions clarify damages, costs, and expenses for which County is indemnified by Contractor and provide specific events under which indemnification will not occur (e.g., misuse of the System by County).
4. General Insurance Requirements – These provisions require that the Contractor secures insurance that is rated at least A-minus, maintain professional liability insurance of at least \$5 million per claim, \$1 million of crime coverage for employee dishonesty, and \$1 million performance security bond.
5. Limitation of Liability – The Contractor's liability under the agreement for actual damages is, with certain exceptions, limited to the maximum agreement sum of approximately \$75 million during the entire term of the agreement. Specifically, this provision limits the Contractor's liability, provided that it does not result from: (1) cost of cover (e.g., in the event of County termination of the agreement for default); (2) breach of certain confidentiality or intellectual property rights; (3) personal injury and property damage; and (4) acts of gross negligence or willful/intentional tortious conduct in the performance or nonperformance of its obligations under the agreement, to the maximum agreement sum. Except where any of the four circumstances enumerated above may apply, neither the Contractor nor County are liable for any amounts for loss of income, profit or savings, or indirect, incidental, consequential, exemplary, punitive, or special damages.
6. Most Favored Public Entity – If the Contractor provides the same aggregate goods and services, under the same quantity and delivery conditions, to another public entity in the State of California at prices below those in this agreement, then such prices will be extended to County.
7. Nondiscrimination and Affirmative Action – The Contractor shall allow County representatives' reasonable access to its employment records only of those who have performed work under this agreement.

8. Record Retention and Inspection/Audit Settlement – The Contractor shall maintain accurate and complete financial records of all activities under this agreement. County shall have access to such records, but will not have access to internal cost records, including profit and loss statements, unless required by State or federal law or regulation. However, if County desires to extend the agreement beyond the potential nine years, and the Contractor proposes a price for such extension which County believes is unreasonable, then the Contractor will allow County to access cost information and related data necessary for County to determine the reasonableness of the Contractor's price.
9. Termination for Default – This provision includes a notice and cure period of thirty days for certain defaults. If the Contractor does not remedy the breach, then County can terminate the agreement.

Additionally, the agreement includes a detailed listing of performance requirements, standards, and liquidated damages to reasonably assure that services are rendered in accordance with the agreement. DPSS will monitor the Contractor's performance to ensure that the established standards are met.

County may terminate the agreement for County's convenience with a thirty day prior written notice. The agreement also contains a provision that limits County's obligation, if the Board of Supervisors does not appropriate funding for each year of the agreement.

Other than the Contractor's obligations under the agreement's survival provision (e.g., relating to System ownership, indemnification, etc.), the Contractor will have no obligation to perform services once the Contractor has received payments equal to the maximum agreement amount. However, if County notifies the Contractor that County anticipates increasing the maximum agreement amount pursuant to an amendment, then pending such amendment, the Contractor agrees to continue to provide services without interruption.

During agreement negotiations, it was revealed that Hewlett-Packard is in discussions to acquire EDS. While the specifics of such a possible acquisition are not fully known at this time, DPSS has commenced a review of the possible acquisition utilizing the Board Policy on Contractor Merger/Acquisitions, and in accordance with the negotiated Assignment and Delegation language as described above. We will keep your Board apprised of this potential acquisition as more definitive information becomes available.

### **CONTRACTING PROCESS**

Ongoing operations, support, maintenance, and improvements for GEARS was solicited through a competitive process and in accordance with California Department of Social Services regulations on Purchase of Service, Chapter 23-600.

On April 4, 2007, DPSS released the GEARS Request for Proposals (RFP) to solicit proposals from qualified vendors to provide ongoing operations, support, maintenance, and improvements for GEARS. The vendor community was notified of the RFP release by:

- Posting the RFP solicitation document and contracting opportunity announcement on the County's "Doing Business with Us" website and the DPSS contracting portal;
- Releasing a notice via electronic mail to 23 vendors; and
- Advertising in the following newspaper periodicals: Los Angeles Times, Orange County Register, Hoy, Daily News, and the Korea Times.

Sixteen vendors attended the Proposer's Conference that was conducted on April 18, 2007. By the solicitation deadline, August 9, 2007, one proposal was received from EDS, the incumbent GEARS vendor. In keeping with standard procurement protocol, an evaluation committee consisting of the CIO and DPSS staff representing various divisions throughout the Department, performed a detailed assessment and evaluation of the EDS proposal. It was determined by the evaluation committee that EDS met all County requirements and had the capability of providing all the proposed services.

The GEARS functionality is scheduled to be incorporated into LRS, and DPSS is currently in the process of selecting an LRS vendor through a competitive procurement process. Approval of this GEARS agreement will ensure that GEARS staff provides uninterrupted WtW support and specialized support services while the competitive procurement for the design, development, and implementation of LRS is completed. Once LRS has reached full production and implementation, the GEARS agreement will be terminated for convenience.

DPSS has evaluated and determined that this is not a Prop A contract; and, accordingly, the Living Wage Program (County Code Chapter 2.201) does not apply.

#### **IMPACT ON CURRENT SERVICES**

GEARS is an essential automated system that supports the CalWORKs WtW program. Board approval of the agreement will allow DPSS to assure that critical services to County will be maintained until LRS is fully implemented. There is no employee impact as a result of this agreement since services are currently provided by contracting with EDS.

The Honorable Board of Supervisors  
July 15, 2008  
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**CONCLUSION**

Upon approval and execution, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and three signed originals of the agreement to the Director of the Department of Public Social Services.

Respectfully submitted,



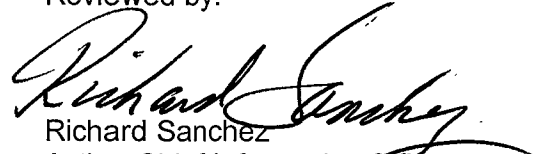
WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:MS  
GP:JB:cvb

Attachments

c: County Counsel  
Chief Information Officer  
Department of Public Social Services  
Auditor-Controller

Reviewed by:



Richard Sanchez  
Acting Chief Information Officer

## CIO ANALYSIS

### AGREEMENT WITH ELECTRONIC DATA SYSTEMS CORPORATION FOR MAINTENANCE AND OPERATIONS SUPPORT SERVICES AND MODIFICATIONS AND/OR ENHANCEMENTS FOR GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☒ New Contract ☐ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 7 Years # of Option Yrs 2

**Contract Components:**

☐ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Michael Sylvester, Assistant Director, Bureau of Contract and Technical Services

**Budget Information :**

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$75,310,263
Aggregate Contract Amount	\$75,310,263

**Project Background:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated? GEARS is a requirement of California's Welfare-to-Work (WtW) program.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% funded by the State.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? This Agreement ensures that GEARS remains an efficient and effective welfare service delivery system.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?



<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? GEARS provides DPSS with the capability to conduct services electronically.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

**Project/Contract Description:**

The Department of Public Social Services (DPSS) is seeking your Board's approval for an Agreement with Electronic Data Systems Corporation (EDS) for (a) Project Management Services, (b) System and Data Center Services, (c) System Maintenance and Operational (M&O) Support Services, (d) Modifications and/or Enhancements (M&E) and (e) related Professional and Additional Services, as defined in the contract. The Department is also seeking Board authorization to execute Amendments to exercise optional years, to utilize professional services contract pools, and to execute change orders. The term is for seven years with optional extensions up to 24 months with a Maximum Contract Sum of \$75,310,263.

**Background:**

GEARS is the computer system that supports and automates the County's case management and administration of the California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WtW) program. GEARS performs business processes that support case assignment, case management, scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive services.

SystemHouse was the prime contractor from 1988 through 1993 for the design, development, implementation and operation of GEARS. In 1993, EDS was selected as prime contractor, through a competitive solicitation for GEARS M&O and M&E services. The current contract with EDS expires November 30, 2008.

For the continued operation and enhancement of GEARS, the California Department of Social Services (CDSS), Office of Systems Integration (OSI) Branch required a competitive solicitation for the renewal of the GEARS Agreement. EDS submitted the only proposal in response to the competitive solicitation. The proposed Agreement will provide continued operation and enhancement of GEARS through July 2015.

The State of California (State) now requires a single Statewide Automated Welfare System (SAWS) for its public assistance programs. Consequently, Los Angeles County's implementation of California's Welfare-to-Work (WtW) functionality (i.e., GEARS) will be included in the new LEADER Replacement System (LRS). Once LRS is in production, this proposed Agreement will be terminated for convenience.

### **Project Justification/Benefits:**

The GEARS is a state mandated system for welfare case assignment, case management, and the scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive services. This proposed Agreement will ensure that GEARS staff provides uninterrupted WtW Support and Specialized Support Services to the community while LRS is fully implemented.

In addition to these services described above, the proposed Agreement provides additional system enhancements for increased reliability, improved system performance, and more effective disaster recovery, which are scheduled to be completed within three months after the Agreement Effective Date. These include:

- Replacing the system hardware (web servers, web reporting servers, storage, and load balancers) for production environment to ensure the System technology currency;
- Co-locating web servers and web reporting servers for production environments with mainframe at Sacramento Data Center for faster system response time and improved system performance; and
- Improving the GEARS disaster recovery capability by:
  - Upgrading network connectivity and data accessibility via the EDS Global Service Network (GSN) between the primary locations and the back-up locations;
  - Implementing a warm site that will provide a mirror of production data that will allow for a rapid recovery of all data; and
  - Implementing EDS Gateway routers to connect to LANet/EN at ISD Downey site and ISD Eastern back-up site.

### **Project Metrics:**

The proposed Agreement includes fixed price deliverables and Service Level Agreement (SLA) to ensure appropriate contractor performance.

### **Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:**

The Department will not be able to provide continued welfare services to its clients if the proposed Agreement is not approved. The State mandates an electronic system for welfare case assignment, case management, and the scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive services.

### **Alternatives Considered:**

There were no other alternatives considered. California State law requires a competitive solicitation for the continued operation of an automated system for welfare case assignment, case management, and the scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive Services. The GEARS contract is the

result of that competitive solicitation. As directed by the State, Los Angeles County's implementation of California's Welfare-to-Work (WtW) functionality, GEARS, will be included in the LEADER Replacement System (LRS) and this proposed contract will be terminated for convenience to avoid operating two parallel systems. The timing for the termination is projected to occur in year five or year six of this proposed Agreement.

#### **Project Risks:**

The Agreement risks are minimal as it calls for the continued operation and enhancement of the existing GEARS system. EDS, the incumbent GEARS contractor, has consistently met Service Level Agreement (SLA) for system reliability and performance under the current Agreement.

#### **Risk Mitigation Measures:**

The proposed Agreement contains SLA's to ensure the County receives continued reliability, system performance and disaster recovery.

#### **Financial Analysis:**

The maximum contract sum for the proposed Agreement is \$75,310,263. The proposed Agreement's M&O Support Services costs represent a \$3.7M savings over the current contract with increased services. The following table identifies base and option year costs of the Agreement:

Description	Cost
Year 1 (9months)	\$ 6,192,769
Year 2	\$ 8,099,000
Year 3	\$ 8,505,400
Year 4	\$ 8,555,400
Year 5	\$ 8,613,000
Year 6	\$ 8,613,000
Year 7	\$ 8,613,000
Option Year 1	\$ 9,059,347
Option Year 2	\$ 9,059,347
Total	\$75,310,263

EDS will have both the current GEARS contract and the new GEARS contract. These two (2) contracts will overlap by three (3) months while the additional system enhancements for increased reliability, improved system performance, and more effective disaster recovery are implemented. The two (2) GEARS contracts will need to be managed concurrently by DPSS during this timeframe.

This action was mandated by the State to conform to the original requirements of the Request for Proposal (RFP) and in keeping with County standard procurement practices. The current contract M/O cost for these three (3) months is estimated to be \$1,800,000.

**CIO Concerns:**

None.

**CIO Recommendations:**

The Chief Information Office supports this action and recommends approval by the Board.

**CIO APPROVAL**

Date Received: 6-11-2008

Prepared by: James Hall

Date: 6-24-2008

Approved: 

Date: 6/24/2008



**AGREEMENT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**AND**

**ELECTRONIC DATA SYSTEMS CORPORATION (EDS)**

Prepared By  
Department of Public Social Services  
Bureau of Contract and Technical Services  
Eligibility Systems Division (ESD)  
12820 Crossroads Parkway South  
City of Industry, CA 91746-3411

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Exhibit D.3 — Task Deliverable Acceptance Certificate

Exhibit E — System Layout

Exhibit F — Contractor's Equal Employment Opportunity (EEO) Certification

Exhibit G — County's Administration

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Exhibit I — Forms Required at Time of Agreement Execution

Exhibit I.1 — Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit I.2 — Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit I.3 — Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit J — Subcontract Between Contractor and Subcontractor (Attached by Reference)

Exhibit K — Glossary

Exhibit L — Individual's Assignment and Transfer of Copyright

Exhibit M — Contractor's Assignment and Transfer of Copyright

Exhibit N — Notary Statement for Assignment and Transfer of Copyright

Exhibit O — Jury Service Ordinance

Exhibit P — Safely Surrendered Baby Law

Exhibit Q — Charitable Contributions Certification

Exhibit R — EDS/Los Angeles County Background and Investigation Guidelines

Exhibit S — County's Request for Proposal for GAIN Employment Activity and Reporting System (GEARS) (Attached by Reference)

Exhibit T — Contractor's Proposal for GAIN Employment Activity and Reporting System (GEARS) (Attached by Reference)

Exhibit U – IRS 1015

Exhibit V – Listing of Contractors Debarred in Los Angeles County



# **AGREEMENT FOR GAIN Employment Activity and Reporting System (GEARS)**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between the County of Los Angeles, (hereinafter referred to as the "County") and Electronic Data Systems Corporation (EDS) (hereinafter referred to as the "Contractor"). Contractor's principal place of business is located at Plano, Texas.

## **RECITALS**

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization and staffing to provide to County the Services contemplated by this Agreement; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000 to contract for services, including those contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision of GEARS; and

WHEREAS, Contractor has submitted a proposal to County for the provision of GEARS and Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

### **1.1 Interpretation**

This Base Agreement, along with, Exhibits A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V incorporated by reference herein, form this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Tasks, Subtasks, Deliverables, goods, Services and other work, between and/or among the Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits according to the following priority:

#### **Agreement Exhibits**

Exhibit A — Statement of Work (SOW) and Technical Exhibits

Exhibit B — Statement of Requirements (SOR)

Exhibit C – **Intentionally Omitted**

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Exhibit U — IRS 1015

Exhibit V — Listing of Contractors Debarred in Los Angeles County

## 1.2 Entire Agreement

This Base Agreement and the Exhibits listed in Subparagraph 1.1 (Interpretation) constitute the complete and exclusive statement of understanding between the Parties, and supersedes any and all previous contracts, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments), and signed by both Parties.

### 1.3 Construction of Terms

In construing the terms of this Agreement, the following rules shall apply:

- a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Paragraph 2.0 (DEFINITIONS). Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Paragraph 2.0 (DEFINITIONS).
- b. The words “include”, “includes”, or “including” whether with initial capitalization or not shall mean, respectively, “include, without limitation”, or “includes, without limitation”, or “including without limitation” provided that such definition does not result in any increased performance or extended schedule beyond that which the County and Contractor could reasonably anticipate as of the Effective Date.
- c. Any use of the masculine gender shall be construed to include the feminine, and vice versa.
- d. References in this Agreement to federal, state, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time as set forth in Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.8 (Modifications and/or Enhancements).
- e. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Agreement, shall be in writing, shall not be unreasonably withheld, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- f. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

## 2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. Additional definitions are set forth in Exhibit K (Glossary).

### 2.1 Acceptance

County’s written approval of any Tasks, Subtasks, Deliverables, goods, Services and other work, including Acceptance Tests, provided by Contractor to County, as further set forth in Paragraph 5.0 (WORK;

APPROVAL AND ACCEPTANCE), Subparagraph 5.2 (Approval of Work).

2.2 Acceptance Test

A test performed by County within the mutually agreed upon timeframe to determine whether a system or software component is working according to the Specifications.

2.3 ADABAS

See *Adaptable DAtaBAsE System*.

2.4 Adaptable DAtaBAsE System (ADABAS)

Software AG's advanced database management system.

2.4a Additional Services

Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.7.1 (Additional Services).

2.5 Age Discrimination Act of 1975

An Act which is found at 42 U.S.C. Sections 6101 – 6107.

2.6 Agreement

This Base Agreement, along with all Exhibits, as executed between County and Contractor, setting forth all of the terms and conditions of the Parties.

2.7 Alternative Payment Program Agency (APP)

An agency that handles payment for Child Care services. DPSS has contracts with thirteen (13) APPs.

2.8 Amendment

Document which changes the terms and conditions of this Agreement pursuant to Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments).

2.9 Americans with Disabilities Act of 1990

An Act which is found at 42 U.S.C. Section 12101 et seq.

2.10 Ancillary Expense(s)

Payments issued to a Participant to cover the cost of items necessary for a Participant to participate in WtW activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.

2.11 APP

See *Alternative Payment Program Agency*.

2.12 Back-up Site

Contractor's alternate data processing facility, approved by County, located in an environmentally stable and mutually agreed upon location

within the forty-eight (48) contiguous United States and at least twenty (20) miles away from the Data Center. It shall contain the large-scale computing devices used to store the System Data in the various processing environments, as well as to support Users and the System.

2.13 Back-up Site Hardware

Includes mainframe devices, servers, production hardware, development hardware, testing hardware, reporting hardware and training hardware located at the Back-up Site. Reference to the Back-up Site Hardware may include one or more components thereof or all Back-up Site Hardware in the System.

2.14 Base Agreement

The Agreement document without Exhibits.

2.15 BCTS

See *Bureau of Contract and Technical Services*.

2.16 Blended Fixed Hourly Rate

The arithmetic mean of hourly rates of all resources that provide Services for Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection C (System Maintenance and Operational Support), Task C.2.0 (Modifications and/or Enhancements) and Task C.3.0 (Professional Services).

2.17 Board of Supervisors

The governing body of the County of Los Angeles.

2.18 Bureau of Contract and Technical Services (BCTS)

A bureau within DPSS that manages contracts and technical aspects of DPSS. BCTS is comprised of Information Technology Division (ITD), Eligibility Systems Division (ESD), and Information and Statistical Services (ISS) Section.

2.19 Business Day(s)

Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding County Holidays.

2.20 California Code

California law consists of twenty-nine (29) codes, covering various subject areas, the State Constitution and Statutes. Detailed information on the California Codes in effect is found at the website below:

<http://www.leginfo.ca.gov/calaw.html>

2.21 California Work Opportunities and Responsibility to Kids (CalWORKs)

The California welfare program which was implemented January 1, 1998 in County. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below state maximum limits for their family size. This program consists of two general services,

eligibility and WtW. As a result of the CalWORKs WtW legislation, County developed a program that is called the Greater Avenues for Independence (GAIN).

2.22 CalWORKs

See *California Work Opportunities and Responsibility to Kids*.

2.23 **Intentionally Omitted**

2.24 Case Management System

A system for managing the services and activities provided to a Participant so that he can find employment expediently, and achieve economic self-sufficiency, prior to the termination of his five (5) year lifetime entitlement to public monetary aid (i.e., Federal funding program entitled Temporary Aid to Needy Families (TANF)).

2.25 CDR

See *Contract Discrepancy Report*.

2.25a CEO

See *Chief Executive Office*.

2.26 Change Notice

A notice that contains a change pursuant to this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments).

2.27 **Intentionally Omitted**

2.27a Chief Executive Office (CEO)

The administrative body which oversees the County budget and reports directly to the Board of Supervisors.

2.28 Child Care

The objective of the CalWORKs Child Care program is to ensure that CalWORKs children are provided Child Care while their parents/caretakers, who are not exempt from WtW requirements, continue to participate in their WtW activities. CalWORKs parents can choose licensed or license-exempt Child Care Providers. In the County, Child Care referral services are provided through multiple Alternative Payment Program (APP) and Resource and Referral (R&R) agencies, and Child Care Payments are made directly to Child Care Providers. Under certain circumstances, County may be required to provide Child Care services to a specific WtW Participant who is working and is no longer aided. A Participant who is working and is no longer aided may be able to receive Child Care assistance for up to twenty-four (24) months from the date his cash aid is terminated.

2.28a CICS

See *Customer Information Control System*.

- 2.29 **Commercially Available Software**  
All operating software, utilities software, middleware, and other Third Party or commercial off-the-shelf software.
- 2.30 **Contractor**  
The sole proprietor or business entity that has entered into this Agreement with County to perform, execute, and ensure the Work covered by this Agreement.
- 2.31 **Contract Discrepancy Report (CDR)**  
A document which is used by County to report an Agreement discrepancy(ies).
- 2.32 **Contractor Hearing Board**  
Name of the Board which oversees the debarment hearing.
- 2.33 **Intentionally Omitted**
- 2.34 **Contractor Project Manager**  
The individual designated by Contractor to manage System operations, oversee the day-to-day activities and ensure that the Project objectives are met under this Agreement.
- 2.34a **Contractor Vice President – State and Local Government Health and Human Services**  
Contractor's staff who is designated in Project administration and dispute resolution procedures.
- 2.34b **Contractor Vice President – State and Local Government Health Services West**  
Contractor's staff who is designated in Project administration and dispute resolution procedures.
- 2.35 **Intentionally Omitted**
- 2.36 **Core Application**  
GEARS application software including GEARS Web Application Software and any related documentation for operation of the System.
- 2.37 **County**  
Los Angeles County.
- 2.38 **County Code**  
A compilation of County ordinances of a general nature which have been codified, chaptered and indexed. Detailed information on all County Codes is found at the website below:  
<http://ordlink.com/codes/lacounty/index.htm>

**2.39 Intentionally Omitted**

**2.40 County Holiday(s)**

New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

**2.41 County Indemnitees**

County, its special districts, its officials, elected and appointed officers, employees, its agents and the State of California.

**2.42 County Project Director**

County representative responsible for oversight of the Project.

**2.43 County Project Manager**

County representative responsible for monitoring the Project's day-to-day activities.

**2.43a Customer Information Control System (CICS)**

An IBM-licensed program that enables transactions entered at remote terminals to be processed concurrently by several different applications. CICS provides a common terminology and a set of programming commands that allow programmers to develop consistent user interfaces regardless of the type of terminal being used.

**2.44 Intentionally Omitted**

**2.45 Intentionally Omitted**

**2.46 Intentionally Omitted**

**2.47 Intentionally Omitted**

**2.48 Data Center**

Located within the forty-eight (48) contiguous United States wherein Contractor establishes a location to house and operate the System for a period specified in this Agreement. It shall contain the large-scale computing devices used to store the System Data in the various processing environments, as well as to support Users and the System.

**2.49 Data Center Hardware**

All mainframe devices, servers, production hardware, development hardware, testing hardware, reporting hardware and training hardware located at the Data Center. Reference to the Data Center Hardware may include one or more components thereof or all Data Center Hardware in the System.

**2.50 Intentionally Omitted**

**2.51 Database Management System (DBMS)**

A collection of programs that provides ability to store, modify, and extract information from a database.



- 2.52 Day(s)  
Calendar Day(s).
- 2.53 DBMS  
See *Database Management System*.
- 2.54 Deficiency(ies)  
Any  
(a) malfunction, error, or defect in the design, development, or implementation of the Work,  
(b) any error or omission, or  
(c) any other malfunction,  
which results in the System or any part thereof, not performing in accordance with the Specifications.
- 2.55 Deliverable(s)  
Services provided or to be provided by Contractor under this Agreement, including numbered Deliverable as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits).
- 2.56 Department of Public Social Services (DPSS)  
The department within County that manages social service programs including CalWORKs, GAIN, General Relief, Food Stamps and Medi-Cal.
- 2.57 **Intentionally Omitted**
- 2.58 Disabling Device  
Any device, method, or means including the use of any "virus," "lockup," "time bomb," "spyware," "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, the System to County or any User or which could alter, destroy, or inhibit the use of the System, or any component thereto, or the data contained therein.
- 2.59 DPSS  
See *Department of Public Social Services*.
- 2.60 DPSS Administrative Headquarters  
County's facility located at 12820 Crossroads Parkway South, City of Industry, CA 91746.
- 2.61 DPSS Director  
The Director of the County's Department of Public Social Services.
- 2.62 eCAPS  
See *Electronic Countywide Accounting and Purchasing System*.

- 2.63 EEO  
See *Equal Employment Opportunity*.
- 2.64 Effective Date  
The day the Board of Supervisors executes this Agreement.
- 2.65 Electronic Countywide Accounting and Purchasing System (eCAPS)  
Accounting system used by County's Auditor-Controller's office.
- 2.66 Eligibility Systems Division  
Division within DPSS that provides computer systems development, maintenance and operations, and contract administration for the DPSS information technology contracts, including the GEARS System.
- 2.67 Enterprise Connection Hardware  
Contractor supplied and maintained hardware and Contractor supplied and maintained telecommunications goods and related services used to connect the System to the Los Angeles County Enterprise Network (LANet/EN) at the Gateway and shall include the Gateway. Reference to the Enterprise Connection Hardware may include one or more components thereof or all Enterprise Connection Hardware in the System.
- 2.68 Equal Employment Opportunity (EEO)  
The right of all persons to work and advance on the basis of merit, ability and potential. The law prohibits discrimination in hiring, promotion, termination, compensation, and other terms and conditions of employment because of race, color, sex (including pregnancy), national origin, or religion.
- 2.69 ESD  
See *Eligibility Systems Division*.
- 2.70 Expiration Date  
The end of the Agreement Term.
- 2.71 Extended Term  
Shall have the meaning set forth in this Agreement, Paragraph 6.0 (TERM OF AGREEMENT), Subparagraph 6.2 (Extended Term).
- 2.72 **Intentionally Omitted**
- 2.73 Federal Social Security Act  
An Act which is found at 42 U.S.C. Section 653a.
- 2.74 Fees  
Sums payable by County to Contractor hereunder in consideration of Contractor's provision of the Services.

**2.75 Intentionally Omitted**

**2.76 Firm Fixed Price**

Contractor identified set monetary amount for completion of Deliverables under this Agreement and agreed upon by County.

**2.77 Fiscal Year**

County's Fiscal Year beginning July 1st and ending June 30th.

**2.77a Force Majeure Event**

Shall have the meaning set forth in this Agreement, Paragraph 19.0 (TERMS OF CONDITIONS), Subparagraph 19.40 (Termination for Default), Sub-subparagraph 19.40.3.

**2.78 Food Stamp Act of 1977**

An Act which is found at 7 C.F.R. 271 et seq.

**2.79 Full-time**

Forty (40) hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the CEO and as approved by County.

**2.80 Intentionally Omitted**

**2.81 GAIN**

See *Greater Avenues for Independence*.

**2.82 GAIN Employment Activity and Reporting System (GEARS)**

The System designed to track employment, education, vocational and training activities of GAIN Participants.

**2.82a Gateway**

All Contractor-supplied and maintained goods and services, including telecommunications, necessary to provide the points located in two (2) County facilities approved by County Project Director, at which the System connects to LANet/EN.

**2.83 GEARS**

See *GAIN Employment Activity and Reporting System*.

**2.84 GEARS Web Application Software**

The GEARS application software that uses the screen scraping program to emulate the GEARS application screens to Web screen format.

**2.85 General Relief (GR)**

A County-funded program that provides financial assistance to indigent adults who are ineligible for federal or state programs.

- 2.86 General Relief Opportunities for Work (GROW)  
A program offering employment and training services to employable GR participants, which is designed to help GR participants obtain jobs and achieve self-sufficiency.
- 2.87 GR  
*See General Relief.*
- 2.88 Greater Avenues for Independence (GAIN)  
A County WtW program that provides effective training and employment services to help individuals transition from dependency on public assistance programs to economic self-sufficiency.
- 2.89 GROW  
*See General Relief Opportunities for Work.*
- 2.90 Help Desk  
Contractor provided and maintained facility that contains hardware and software used to provide Help Desk Services.
- 2.91 Help Desk Services  
Services provided by Contractor to assist Users related to the use of the System, which include answering technical questions, providing solutions to operational problems and assisting Users in support issues. Contractor's Help Desk facility and Contractor's technical support staff who provide Help Desk Services shall be located within the Project Office.
- 2.92 **Intentionally Omitted**
- 2.93 **Intentionally Omitted**
- 2.94 **Intentionally Omitted**
- 2.95 **Intentionally Omitted**
- 2.96 Information and Statistical Services (ISS) Section  
Section within BCTS that provides research, statistics and evaluations for DPSS programs, and uses data from the System to generate departmental reports.
- 2.97 Information Technology Division (ITD)  
Division within DPSS that provides computer systems development, help desk operations and technical support.
- 2.98 Initial Term  
Shall have the meaning set forth in this Agreement, Paragraph 6.0 (TERM OF AGREEMENT), Subparagraph 6.1 (Initial Term).
- 2.99 Interfaces  
A communication mechanism which allows multiple independent systems to communicate, and transfer data from/to the System.

2.100 ISS

*See Information and Statistical Services (ISS) Section.*

2.101 ITD

*See Information Technology Division.*

2.102 **Intentionally Omitted**

2.103 **Intentionally Omitted**

2.104 **Intentionally Omitted**

2.105 Key Personnel

Contractor's and its Subcontractor's/subcontractor's staff who are so designated in Project administration, management and operational decision making.

2.106 LANet/EN

*See Los Angeles County Enterprise Network.*

2.107 LEADER

*See Los Angeles Eligibility Automated Determination Evaluation and Reporting System.*

2.108 Liquidated Damages

A payment due from Contractor to County that may be assessed against Contractor for failed, delayed or improper performance as set forth in Paragraph 15.0 (LIQUIDATED DAMAGES).

2.109 Los Angeles County Enterprise Network (LANet/EN)

A County-operated communications infrastructure over which County communicates a high volume of data.

2.110 Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER)

County's automated and integrated welfare eligibility determination, benefit calculation and issuance, case maintenance and fiscal reporting system.

2.111 Losses

Settlements, judgments, awards, fines, penalties, interest, liabilities, costs, damages and expenses, including attorneys' fees and disbursements and court costs.

2.112 Mail Management Facility

Contractor's print and mail processing facility which is housed within Contractor's Project Office or located within Los Angeles County or a facility approved by County Project Director.

2.113 Mail Management Facility Hardware

Contractor provided and maintained hardware and related peripherals used for high volume printing, mailing and distribution located at the Mail Management Facility. Reference to Mail Management Facility Hardware may include one or more components thereof or all Mail Management Facility Hardware in the System.

2.114 Material

All materials created by Contractor or Contractor's personnel in connection with the Services of this Agreement, including the software, plans, diagrams, documentation, tools, work papers, and data originated or created by Contractor under this Agreement.

2.115 Maximum Contract Sum

The total maximum contract amount payable by County to Contractor under this Agreement.

2.116 Memorandum of Understanding (MOU)

A formal agreement between or among two or more departments within County for a particular set of services.

2.117 Modifications and/or Enhancements

Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.8 (Modifications and/or Enhancements).

2.118 MOU

*See Memorandum of Understanding.*

2.119 Network Site(s)

One or more of County or non-County service sites, as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 15 (County Offices and Remote Locations), that provide services to Participants.

2.120 Object Code

A code expressed in machine language which is normally an output of a given translation process that is ready to be executed by a computer.

2.121 **Intentionally Omitted**

2.122 Participant(s)

A person (registered or unregistered in the GAIN program) who is being tracked on the System and eligible to receive any type of case management services including Supportive Services and Specialized Supportive Services.

2.123 Party(ies)

County and/or Contractor.

**2.124 Intentionally Omitted**

**2.125 Performance Requirements Standards (PRS)**

System performance indicators as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) that will be tracked by County to assure Service Requirements are met by Contractor.

**2.126 Intentionally Omitted**

**2.127 Person(s)**

Any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic or other legal person or entity of any kind, legally constituted.

**2.128 Intentionally Omitted**

**2.129 Intentionally Omitted**

**2.130 Pool Dollars**

Maximum amount allocated under this Agreement for the provision by Contractor for Professional Services, approved by County in accordance with the terms of this Agreement.

**2.131 Intentionally Omitted**

**2.132 Professional Services**

Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.10 (Professional Services).

**2.133 Project**

All defined planning, development and implementation necessary to operate the System and provide Services to County, in accordance with Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR)), and the Specifications, including design and development Services, implementation Services, provision of documentation, and the operation of the System during the Term of this Agreement.

**2.134 Intentionally Omitted**

**2.135 Project Management**

Activities associated with providing Project Management Services to County under this Agreement.

**2.136 Project Office**

An office provided and maintained by Contractor in Los Angeles County within twenty (20) miles of the DPSS Eligibility System Division (ESD) Headquarters office to house the Project's development and on-going support teams.

2.137 PRS

*See Performance Requirements Standards.*

2.138 Replacement Contractor

The subsequent contractor who replaces the original Contractor.

2.139 Resource and Referral (R&R)

Child Care resource and referral organizations located throughout the County, which help parents take the guesswork out of choosing care, and providing them with referrals and information about the elements of quality care and state licensing requirements, as well as the availability of Child Care subsidies.

2.140 **Intentionally Omitted**

2.141 R&R

*See Resource and Referral.*

2.142 SBE

*See Small Business Enterprise.*

2.143 Section 504 of the Rehabilitation Act of 1973

An Act which is found at 29 U.S.C. 794 et seq.

2.144 Service(s)

All of the Contractor's (including any and all Subcontractors/subcontractors) services, functions and activities in any one or more of the following categories:

- a. The services described in Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR));
- b. Any other services specified elsewhere in this Agreement; and
- c. Any management, planning and other services that are ancillary to and appropriate for the performance of any of the foregoing.

2.145 Service Request

Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.16 (Service Request).

2.146 Service Requirements

Performance measures that Contractor is required to achieve for the System to meet a particular Performance Requirements Standard.

2.147 Small Business Enterprise (SBE)

A County program established to ensure that a fair portion of County contracts and subcontracts are awarded to local small business enterprises.



#### 2.148 Source Code

One or more files containing the language used by programmers to write a program. It must be compiled into machine-readable data (Object Code) before it can be executed by the computer.

#### 2.149 Specialized Supportive Services

A range of confidential services offered to a Participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning disability, family preservation, family reunification, expungement and/or substance abuse. If a Participant needs Specialized Supportive Services the Participant can be referred to a Service Provider who will help determine the best treatment plan.

#### 2.150 Specification(s)

All specifications, standards, assurances, requirements and criteria (whether relating to features, functionality, operation, performance or Interfaces for the System) set forth in any or all of the following, as applicable:

- a. The Base Agreement.
- b. Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR)).
- c. All reports provided as County approved Deliverables under Exhibit A (Statement of Work (SOW) and Technical Exhibits).
- d. Any documentation set forth in a Service Request or Deliverable accepted by County, to the extent not inconsistent with any of the foregoing in Subparts (a), (b) and/or (c) of this definition of Specification(s).
- e. All specifications identified as such by Contractor, including: (i) functionality; (ii) features; (iii) capacity; (iv) availability; (v) response times; (vi) accuracy; or (vii) any other performance or other criteria for the System or any element of the System, but only to the extent: (x) not inconsistent with any of the foregoing in Subparts (a), (b), (c) and/or (d) of this definition of Specification(s); and (y) acceptable to County.

#### 2.151 Subcontract

An agreement by which a Third Party agrees to provide Services or Materials necessary to fulfill an original agreement. For purposes of this Agreement any software license agreement or any agreement: (i) for the purchase of hardware; (ii) for the purchase of Commercially Available Software maintenance (excluding customizations to Commercially Available Software and subcontractors who can access System Data); or (iii) for the purchase of hardware maintenance (excluding hardware located in County facilities and subcontractors who can access System Data) shall not be deemed a Subcontract.

#### 2.152 Subcontractor

Any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Subparagraph 19.36 (Subcontracting). For purposes of this Agreement, any person, entity or organization with whom Contractor obtains a software license or enters into an agreement: (i) for the purchase of hardware; (ii) for the purchase of Commercially Available Software maintenance (excluding customizations to Commercially Available Software and subcontractors who can access System Data); or (iii) for the purchase of hardware maintenance (excluding hardware located in County facilities and subcontractors who can access System Data) shall not be deemed a Subcontractor.

#### 2.153 Subtask

Activities to be performed by Contractor within the Tasks under this Agreement.

#### 2.154 Supportive Services

Services which GAIN will help to arrange or pay for, in order that a Participant may participate in GAIN activities, if other funding sources are not available.

#### 2.155 System

All System Hardware and System Software, comprising County's GEARS. References to specific modules or components of the System shall only refer to such specified modules or components. A graphical chart illustrating the System and its components to be provided or used by Contractor is set forth in Exhibit E (System Layout). Reference to the System may include one or more components thereof or the entire System.

#### 2.156 **Intentionally Omitted**

##### 2.156a System and Data Center Services

Activities associated with providing and operating a fully operational Data Center, Project Office, Mail Management Facility, Help Desk facility, Enterprise Connection Hardware and Back-up Site for the System.

##### 2.156b System Application Software

The latest version of the Core Application, modified by Interfaces, Modifications and/or Enhancements and Updates. Reference to System Application Software may include one or more components or modules thereof or all System Application Software in the System. System Application Software shall not include Commercially Available Software.

#### 2.157 System Data

All federal, state, County, and/or other data and information stored on-line or off-line or computed to the System, used by Contractor for providing Services under this Agreement. Reference to System Data may include one or more components thereof or all System Data.

#### 2.158 System Hardware

All computers, equipment, and other goods supplied by Contractor pursuant to this Agreement, including Data Center Hardware, Back-up Site Hardware, Mail Management Facility Hardware, and Enterprise Connection Hardware. References to components of the System Hardware shall only refer to such specified components. Unqualified references to the System Hardware shall mean all of the System Hardware.

#### 2.159 System Maintenance and Operational Support

Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.7 (System Maintenance and Operational Support).

##### 2.159a System Metrics

System Metrics include the following components for each mainframe and server included in the System Hardware: (i) all data or files for System performance and usage instrumentation (e.g., System Management Facilities (SMF) data used on IBM Corporation (IBM) mainframes), (ii) all configuration data, (iii) all System utilities, (iv) all processor utilization, (v) all disk utilization, and (vi) all memory utilization.

##### 2.159b System Software

All System Application Software, Commercially Available Software, and System Data. Reference to the System Software may include one or more components or modules thereof or all System Software in the System. References to specific modules or components of the System Software shall only refer to such specified modules or components.

##### 2.159c System Transition

All Tasks, Subtasks and Deliverables required for System Hardware and System Software preparation, certification, testing and installation in the Data Center, Back-up Site and the Gateway; and all Back-up Site and Disaster Recovery Plan testing and implementation.

#### 2.160 TANF

See *Temporary Aid to Needy Families*.

#### 2.161 Task(s)

Activities to be performed by Contractor under this Agreement including those identified as a numbered Task or Subtask in Exhibit A (Statement of Work (SOW) and Technical Exhibits).

**2.162 Intentionally Omitted**

**2.163 Intentionally Omitted**

**2.164 Temporary Aid to Needy Families (TANF)**

Federally funded cash assistance program for needy families.

**2.165 Term**

The Term of this Agreement which contains the Initial Term and any exercised Extended Term option periods.

**2.166 Termination Notice**

A written notice of termination delivered by one Party(ies) to another.

**2.167 Third Party(ies)**

A person or entity other than the Party(ies) (including any County employee or Contractor employee) to this Agreement.

**2.168 Title VI of the Federal Civil Rights Act of 1964**

An Act which is found at 42 U.S.C. Section 2000d et seq.

**2.169 Title VII of the Federal Civil Rights Act of 1964**

An Act which is found at 42 U.S.C. Section 2000e et seq.

**2.169a Tools**

All know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used by Contractor in performing the Services hereunder which are: (i) owned by Contractor prior to the Effective Date; (ii) trade secrets or proprietary information of the Contractor; or (iii) developed or created by or on behalf of the Contractor without reference to or use of the intellectual property or proprietary information of the County or otherwise owned or licensed by the County.

**2.169b Transaction**

A unit of work performed by the mainframe using CICS initiated by a single request to the mainframe made by an end-user at a workstation pressing an enter, program function, program attention, or clear key in only the production or quality control environment, however SuperNatural Ad hoc requests are not transactions, regardless of the environment in which they are made. Any key pressed in the test environment is not a transaction.

**2.170 Transition (Entrance) Plan**

As set forth in more detail in Exhibit A (Statement of Work (SOW) and Technical Exhibits), a plan which outlines Tasks, Subtasks, timelines, responsibilities, dependencies, Deliverables, including System Transition procedures of the System, and Acceptance Test procedures for each Service.

#### 2.171 Transportation

Payments issued to Participants for travel to and from WtW activities and/or employment.

#### 2.172 Turnover/Transition (Exit) Plan

As set forth in more detail in Exhibit A (Statement of Work (SOW) and Technical Exhibits), a plan which provides a detailed description of the System procedures/processes, documentation and files required to transfer all System Software including Source Code and Object Code of the System Application Software, and the transfer schedule of the System to County or its designee prior to the expiration or termination of the Agreement.

#### 2.173 Updates

Any upgrades, updates, revisions, bug fixes, Deficiency fixes, error corrections, patches, and Third Party software upgrades to the System.

#### 2.174 User(s)

Individual(s) who use the System to perform a business activity.

#### 2.175 Welfare-to-Work (WtW)

A federally mandated program that is administered by the CalWORKs program and the GAIN program. This program seeks to provide social services that enable a Participant to become self-sufficient and find living wage employment.

#### 2.175a Work

Any and all Tasks, Subtasks, Deliverables, goods and Services provided or to be provided by or on behalf of Contractor pursuant to this Agreement.

#### 2.176 Workaround

A temporary solution that Contractor or County can implement in the event of an incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to County an acceptable level of business operations functionality until a permanent resolution can be implemented.

#### 2.177 Work Product(s)

All works of authorship fixed in any tangible medium of expression including, without limitation, computer programs, formulae, processes, algorithms, designs, inventions, methods, discoveries, concepts, improvements, ideas, know how, techniques, and all intermediate and partial versions thereof, as well as all Source Code, Object Code, documentation, Specifications, Materials, program materials, System Application Software, flow charts, pictorial materials, schematics, apparatus, other creations, and other like items, whether or not patented or patentable or subject to copyright, or otherwise protected by law, that are created, invented or conceived for the use of County or by

use of Contractor for the benefit of County in connection with this Agreement: (i) by any Contractor personnel, where "personnel" includes employees, contractors (including, in the case of Contractor, Subcontractors/subcontractors), agents and the like; or (ii) any person who was an employee of County and then became an employee of Contractor or any of its contractors (including Subcontractors/subcontractors) or agents, where, although creation or reduction-to-practice is completed while the person is an employee of Contractor or such contractors (including Subcontractors/subcontractors) or agents, any portion of the same was created, invented or conceived by such person while an employee of County. Work Product does not include Tools, Commercially Available Software, or customizations of Commercially Available Software under this Agreement, the transfer of which is prohibited by the Commercially Available Software Third Party licensor.

#### 2.178 WtW

See *Welfare-to-Work*.

### 3.0 ADMINISTRATION OF AGREEMENT — COUNTY

A listing of all County administration referenced in the following Subparagraphs is designated in Exhibit G (County's Administration). County will notify Contractor of any change in the names or addresses shown. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor's covenants and responsibilities under this Agreement shall not be conditional upon County's performance of the covenants contained in this Agreement, except to the extent that Contractor's ability to perform is dependant on County's performance.

#### 3.1 County Project Director

County Project Director for this Agreement shall be the following person or his designee:

Susan Bosquit, County Project Director  
County of Los Angeles  
Department of Public Social Services  
Eligibility System Division (ESD)  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Telephone: (626) 312-6001  
Fax Number: (626) 927-9650  
Email Address: [susanbosquit@dpss.lacounty.gov](mailto:susanbosquit@dpss.lacounty.gov)

County Project Director will be responsible for oversight of the Project. County Project Director will provide direction to Contractor in the areas relating to County policy, information and procedural requirements and shall have the right at all times to inspect any and all Tasks, Subtasks, Deliverables, goods, Services and other work, provided by or on behalf of Contractor.

### 3.2 County Project Manager

County Project Manager for this Agreement shall be the following person or his designee:

Dorothy Avila, County Project Manager  
County of Los Angeles  
Department of Public Social Services  
Eligibility System Division (ESD)  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Telephone: (626) 312- 6004  
Fax Number: (626) 927-9650  
Email Address: [dorothyavila@dpss.lacounty.gov](mailto:dorothyavila@dpss.lacounty.gov)

The responsibilities of County Project Manager include:

- a. Monitoring the Project's day-to-day activities and coordinating with Contractor Project Manager on a regular basis;
- b. Making changes in the terms and conditions of this Agreement in accordance with Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments);
- c. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- d. Meeting with Contractor Project Manager on an as needed basis;
- e. Monitoring any and all Tasks, Subtasks, Deliverables, goods, Services and other work, provided by or on behalf of Contractor; and
- f. Overseeing the day-to-day administration of this Agreement.

## 4.0 ADMINISTRATION OF AGREEMENT — CONTRACTOR

A listing of all Contractor administration referenced in the following Subparagraphs is designated in Exhibit H (Contractor's Administration). Contractor shall notify County of any change in the names or addresses shown.

### 4.1 Intentionally Omitted

### 4.2 Contractor Project Manager

Contractor Project Manager for this Agreement shall be the following person or his designee:

Rob Mucha, Contractor Project Manager  
Electronic Data Systems Corporation/EDS Information Services, L.L.C.  
(EDS)  
181 W. Huntington Drive, Suite 101  
Monrovia, CA 91016  
Telephone: (626) 305-2025  
Fax Number: (626) 358-0346  
Email Address: [rob.mucha@eds.com](mailto:rob.mucha@eds.com)

Contractor shall provide a Full-time Project Manager who is an employee of Contractor. Contractor Project Manager shall be responsible for monitoring Contractor's day-to-day activities and ensuring that the objectives of this Agreement are met, and shall coordinate and report to County Project Manager on a regular basis.

Whether or not County consents to any reassignments or replacements of Contractor Project Manager, County will have the right to declare Contractor to be in default of this Agreement if, during the Term, Contractor assigns more than three (3) different individuals to the position of Contractor Project Manager, unless County requests any such reassignments or replacements, or unless Contractor Project Manager(s) voluntarily resigns from Contractor or is unable to work due to his death or disability.

#### **4.3 Intentionally Omitted**

#### **4.4 Key Personnel**

Key Personnel shall include Contractor Project Manager, and the following necessary additional Key Personnel as required:

- a. Systems administrator (e.g., database, security);
- b. Project Maintenance and Operational (M/O) leader; and
- c. Subject matter experts.

#### **4.5 Approval of Contractor Staff**

4.5.1 County has the absolute right to approve or disapprove all of Contractor staff performing Work hereunder and any proposed changes in Contractor staff.

4.5.2 In the event Contractor should need to remove any Key Personnel from performing Work under this Agreement, Contractor shall provide County ten (10) Days advance notice and shall provide an advance mutually agreeable transition plan so as to provide an acceptable replacement and ensure Project continuity. Replacement of Contractor's staff does not relieve Contractor of any of its responsibilities under this Agreement.

#### **4.6 Removal of Unsatisfactory Personnel**

County Project Director shall have the right, at his sole discretion, to require Contractor to remove any Contractor employee, Subcontractor/subcontractor or independent contractor from the performance of Services under this Agreement. At the request of County, Contractor shall immediately replace said personnel. Contractor shall ensure that the individual's duties are satisfactorily performed until a replacement is obtained.



#### 4.7 Rules and Regulations

4.7.1 During the time that Contractor's employees, Subcontractors/subcontractors or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services, with such rules and regulations. In the event that County determines that an employee or agent of Contractor has violated any applicable rule or regulation, County or its designee shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, Subcontractor/subcontractor or agent from the provision of Services upon receipt of written notice from County or its designee that: (i) such employee, Subcontractor/subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's/subcontractor's or agent's actions, while on County premises, indicate that the employee or agent may adversely affect the delivery of Services. Upon removal of any employee, Subcontractor/subcontractor or agent, Contractor shall immediately replace the employee or agent and continue uninterrupted Services hereunder.

4.7.2 All Contractor employees who are receiving public assistance shall meet his reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Agreement in accordance with all applicable County, state and federal laws, ordinances, regulations and directives relating to confidentiality, under state law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence his conduct or performance on the job. Limiting access to these records includes, not allowing individuals access to information that could be used to determine eligibility for public assistance. Further, Contractor's employees shall not be able to transmit computer data, nor be able to obtain physical possession of case documents, except as required to perform Services under this Agreement, providing, however, that in doing so, Contractor shall not violate any state or federal laws or regulations.

#### 4.8 Contractor's Staff Identification

4.8.1 Contractor, at Contractor's cost, shall provide all staff assigned to this Agreement a visible photo identification badge in accordance with County specifications. Identification badge specifications may change at the sole discretion of County, and

Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

4.8.2 Contractor shall notify County within one (1) Business Day when staff is terminated from performing Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from performing Work under this Agreement.

4.8.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from performing Work under this Agreement.

#### 4.9 Background and Security Investigations

4.9.1 All Contractor staff performing Work under this Agreement, located in the Project Office, Help Desk and Mail Management Facility shall undergo and pass a background investigation conducted in accordance with Exhibit R (EDS/Los Angeles County Background Investigation Guidelines) as a condition of beginning and continuing to perform Work under this Agreement. Contractor may use its discretion in determining the method of background clearance to be used. At a minimum, the background investigations shall include: pre-employment drug screening; seven year criminal history check (felony and misdemeanor); credit check; employment verification; education verification; social security number check and denied parties list check. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

4.9.2 County may immediately, in its sole discretion, deny or terminate facility access to Contractor's staff whose background or conduct is incompatible with County's facility access.

4.9.3 Disqualification, if any, of Contractor's staff, pursuant to this Subparagraph, shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

## **5.0 WORK; APPROVAL AND ACCEPTANCE**

### **5.1 General Considerations**

Contractor shall, on a timely basis, provide, complete, deliver and implement all Contractor (including any and all Subcontractors/subcontractors) Tasks, Subtasks, Deliverables, goods, Services and other work set forth in this Agreement, including Exhibit A (Statement of Work (SOW) and Technical Exhibits). Subject to compliance with the requirements of this Agreement, including Paragraph 4.0 (ADMINISTRATION OF AGREEMENT - CONTRACTOR), all Contractor (including any and all Subcontractors/subcontractors) Work shall be performed at Contractor's Data Center(s), Contractor's Project Office site(s), County DPSS and GAIN Regional Offices, or with the prior written approval of the County Project Director, elsewhere within the forty-eight (48) contiguous United States.

### **5.2 Approval of Work**

All Tasks, Subtasks, Deliverables, goods, Services and other work provided by Contractor must have the approval of County Project Director and County Project Manager as described in this Subparagraph 5.2. Upon completion of each Deliverable, Contractor shall fully complete a Task Deliverable Acceptance Certificate with respect thereto as set forth in Exhibit D.3 (Task Deliverable Acceptance Certificate). Thereafter, Contractor shall submit such Task Deliverable Acceptance Certificate to County Project Manager for his review, approval, and signature. In the event that County Project Manager approves such Task Deliverable Acceptance Certificate and the Work described therein, he will sign such Task Deliverable Acceptance Certificate and forward it to County Project Director for his review, approval, and signature. Each Task Deliverable Acceptance Certificate must have approval of County Project Director, as evidenced by County Project Director's signature to the applicable Task Deliverable Acceptance Certificate before Contractor can invoice for payment. All County approval of Work will be performed in a reasonable timeframe. In no event shall County be liable or responsible for any payment prior to such approval.

### **5.3 Schedule of Tasks, Subtasks and Deliverables**

Contractor shall complete and deliver to County all of the Tasks, Subtasks, Deliverables, goods, Services and other work, in accordance with the scheduled timetable for delivery set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart), and Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

### **5.4 Intentionally Omitted**

### 5.5 Project Management Services

Contractor shall provide all Project Management Services, including all activities associated with planning, reporting and controlling the Services, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection A (Project Management).

### 5.6 System and Data Center Services

Contractor shall provide all System and Data Center Services including System Transition, and all Tasks, Subtasks, Deliverables, goods, Services and other work related thereto, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection B (System and Data Center Services).

Notwithstanding any other provision of this Agreement, should Contractor not obtain County Acceptance of all Tasks, Subtasks, Deliverables, goods, Services and other work related thereto, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection B (System and Data Center Services), by the date specified in Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table), Contractor shall assume all costs incurred by County for the continued maintenance, operation and support of the System by a Third Party selected by County, until County Acceptance of all such Tasks, Subtasks, Deliverables, goods, Services and other work related thereto, except to the extent caused by a Force Majeure Event. Such costs shall include County's direct actual cost of outside labor and materials and County employees burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Payment for such costs shall be made by Contractor to County by cash payment upon demand or, at County's sole discretion, may be deducted from any amounts due or to become due by County to Contractor under this Agreement or otherwise.

### 5.7 System Maintenance and Operational Support

Contractor shall provide daily System maintenance and operational support during the Term of this Agreement for the System and for any Modifications and/or Enhancements to the System as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection C (System Maintenance and Operational Support) (herein, "System Maintenance and Operational Support").

Contractor shall measure System performance against the PRS in accordance with the Service Requirements specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart). Contractor shall provide a detailed, comprehensive report of its performance against the PRS for each month of Service. Such report shall be provided by the tenth (10th) Business Day following the end of each month. The format for such PRS reports shall be determined by County. System Maintenance and Operational Support shall commence as set forth in

Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

#### 5.7.1 Additional Services

If, in any given month the System has incurred the capped production volumes of Transactions, Telnet User IDs and/or print lines, as set forth in Exhibit D.1 (Pricing Schedule), Additional Services worksheet, Contractor shall only invoice, and County will only pay, for the excess of production volumes, as set forth in Exhibit D.1 (Pricing Schedule), Additional Services worksheet (herein, "Additional Services").

#### 5.8 Modifications and/or Enhancements

Contractor shall provide modifications and/or enhancements in order to remain in compliance with changes to applicable federal, state and/or local laws and regulations and to provide County requested modifications and revisions of System functions (herein, "Modifications and/or Enhancements"). Modifications and/or Enhancements will include TANF Reauthorization revisions to the System, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection B (System and Data Center Services). County will provide to Contractor a written Service Request for all such Modifications and/or Enhancements (see Subparagraph 5.16 (Service Request)).

##### 5.8.1 System Modifications and/or Enhancements

Contractor shall provide up to seven hundred (700) hours per month of Modifications and/or Enhancements to be included in the System Maintenance and Operational Support Firm Fixed Price. Contractor shall perform Modifications and/or Enhancements as required by County.

In addition, at County's written request, Contractor shall provide up to five hundred (500) additional hours per month for Modifications and/or Enhancements for a monthly maximum of one thousand two hundred (1200) hours of Modifications and/or Enhancements for Years one (1) and two (2) of the Agreement Term and eight hundred (800) additional hours per month for Modifications and/or Enhancements for a monthly maximum of one thousand five hundred (1500) hours of Modifications and/or Enhancements for Years three (3) through seven (7) and Optional Years eight (8) and nine (9) of the Agreement Term. Contractor shall only invoice, and County will only pay, for Modifications and/or Enhancements hours actually provided in excess of seven hundred (700) hours per month, at the Blended Fixed Hourly Rate set forth in Exhibit D.1 (Pricing Schedule).

##### 5.8.2 Intentionally Omitted

#### 5.9 Intentionally Omitted

#### 5.10 Professional Services

At County's written request, Contractor shall provide services that may include hardware, software and/or other consulting services which are beyond the scope of System Maintenance and Operational Support and Modifications and/or Enhancements (herein, "Professional Services") for which the Fees are specified in the Pool Dollar amounts listed in Exhibit D.1 (Pricing Schedule), Professional Services worksheet. County will deliver to Contractor Project Manager a written Service Request specifying the proposed Work with sufficient detail in which to enable evaluation by Contractor (see Subparagraph 5.16 (Service Request)).

- 5.10.1 Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the Term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may deliver a written request to incorporate the new technologies, methodologies and techniques into the System (see Subparagraph 5.16 (Service Request)).

#### 5.11 Intentionally Omitted

#### 5.12 Intentionally Omitted

#### 5.13 Gratuitous Efforts

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, and other work, other than as specified in the Agreement, or if Contractor provides such items requiring County's prior approval without first having obtained such prior approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim for payment, or otherwise, whatsoever against County.

#### 5.14 Contractor's Performance

Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) and Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table) list required Services that will be monitored by County during the Term of this Agreement.

When Contractor's performance does not conform to the requirements of this Agreement, including, as applicable, Subparagraph 13.3 (Warranty Work Response), County will have the option to apply any or all of the following remedies:

- a. Notify Contractor in writing by issuance of a Contractor Discrepancy Report (CDR) (see Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 2 (Contract Discrepancy Report)), or if not practicable, orally (with facsimile transmission to follow immediately and written notice, including e-mail, to follow within one (1) Day) to Contractor Project Manager, of any Deficiency. Within one (1) hour of receipt of the written or oral CDR, whichever is earlier, Contractor shall respond to County detailing those corrective measures being undertaken by Contractor to remedy such Deficiency. Subsequent to the issuance of the CDR or other notices as provided above, County may:
  - Require Contractor to implement a County approved formal corrective action plan. In the plan, Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Contractor shall meet with County at least monthly, or more frequently if requested by County, to review Contractor's actual performance and shall advise County of the remedial actions to resolve any Deficiencies, and/or
  - Require Contractor to remedy a Deficiency, which remedy may include: (i) the repair, replacement or reinstallation of any defective part of the System; and/or (ii) the provision of an Update, as mutually agreed upon by County and Contractor. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved by County Project Director.
- b. Assess Liquidated Damages for System performance failures as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).
- c. Assess Liquidated Damages for late or unacceptable delivery of Deliverables as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).
- d. Terminate this Agreement for default pursuant to Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.40 (Termination for Default).
- e. Require Contractor to comply with or satisfy request(s) by County for Contractor to cure its failure to conform to the requirements of this Agreement. Should Contractor fail to so comply with or satisfy County's request(s), then County may, in its sole discretion, after written notice to Contractor, and in the event Contractor after a

reasonable time has still failed to perform such required correction, replacement, and/or other work, require Contractor to reimburse County for County's reasonable direct actual cost of outside labor and materials and County employees burdened (including salary, employee benefits, and reimbursement policies) rates for labor. Such reimbursements shall be made by Contractor to County by cash payment upon demand or, at County's sole discretion, may be deducted from any amounts due or to become due by County to Contractor under this Agreement or otherwise.

The above remedies shall be in addition to all other remedies set forth in this Agreement or otherwise available in equity or at law.

Without limiting the foregoing, this Subparagraph does not preclude County's right to terminate this Agreement upon thirty (30) Days written notice with or without cause, as provided for in Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.39 (Termination for Convenience).

#### 5.15 Change Notices and Amendments

- 5.15.1 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Subparagraph 5.15.
- 5.15.2 County reserves the right to initiate Change Notices that do not affect the scope of work, Term of Agreement, Maximum Contract Sum, payments or any terms or conditions included under this Agreement. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by County Project Manager.
- 5.15.3 Except as provided in this Subparagraph 5.15, for any change which affects the scope of work, Term of Agreement, Maximum Contract Sum, payments, or any terms or conditions included under this Agreement, an Amendment shall be prepared by DPSS, and executed by the Board of Supervisors and Contractor.
- 5.15.4 The County Project Director or his designee may sign a Change Notice to this Agreement without further action by the Board of Supervisors for a Service Request for Modifications and/or Enhancements.
- 5.15.5 The DPSS Director may sign an Amendment to this Agreement without further action by the Board of Supervisors only under the following conditions as applicable:
  - a. The Amendment shall be in compliance with applicable County, state and federal regulations, as applicable; and
  - b. The Board of Supervisors has appropriated sufficient funds in County budget, as applicable; and



- c. The Amendment is for a decrease in the Maximum Contract Sum; or
- d. The Amendment is used to determine an allocation of Pool Dollars which is expended to obtain additional Professional Services that are required for support deemed necessary by County Project Director; or
- e. The Amendment is to extend this Agreement up to a maximum of twenty-four (24) additional months in month-to-month or other County specified extension periods pursuant to Paragraph 6.2 (Extended Term).

DPSS will file a copy of the Amendment with the Executive Office of the Board of Supervisors and Chief Executive Office within thirty (30) Days after execution.

#### 5.16 Service Request

As needed, County will provide to Contractor a written request for: (i) Modifications and/or Enhancements; and (ii) Professional Services. Provided such Modifications and/or Enhancements, and Professional Services can be performed using no more than five hundred (500) labor hours, Contractor shall provide County a proposal within five (5) Business Days of Contractor's receipt of County's written request. If Contractor anticipates that such Modifications and/or Enhancements and Professional Services may require in excess of five hundred (500) labor hours, Contractor shall notify County within five (5) Business Days and County and Contractor shall meet within ten (10) Business Days thereafter to discuss how to proceed to fulfill County's request.

Contractor's proposal to County shall include the following, unless waived in writing by County Project Director:

- a. A detailed description of the services to be performed and any applicable hardware, Third Party software, or other materials required to complete the requested services;
- b. A quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed completion schedule and budget of anticipated expenditures, including labor expenses calculated not to exceed the Blended Fixed Hourly Rates specified in Exhibit D.1 (Pricing Schedule);
- c. Contractor staff recommended for completion of the applicable Work;
- d. Estimated hours required for completion of the requested Work;
- e. A description of functional and technical specifications;
- f. A final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
- g. Contractor's price for any applicable hardware, Third Party software, or other materials required to complete the requested services; and

- h. An implementation plan, with implementation to commence not later than thirty (30) Days after approval thereof, unless otherwise mutually agreed.

Contractor's quotations under the proposal shall remain valid and may not be withdrawn by Contractor for ninety (90) Days from the date of its submission.

Contractor shall take no further action with respect to the proposed services unless it receives an executed service request from County (herein, "Service Request"). Service Requests for Modifications and/or Enhancements will be executed by County's Project Manager, or his designee, and Contractor's Project Manager. Service Requests for Professional Services will be executed by County's DPSS Director, or his designee, and Contractor's Project Manager.

All services described in a Service Request shall constitute Services for purposes of this Agreement and shall be governed by the terms and conditions of this Agreement.

#### 5.17 Production Volume Meetings

The Parties will meet monthly to discuss, monitor, and manage Transactions, Telnet User IDs and print line volumes. Additionally, the Parties will work with one another in good faith to minimize production volume growth.

Contractor shall maintain a system of record keeping that will enable Contractor to determine when the System has incurred eighty-five percent (85%) of the capped production volumes, as set forth in Exhibit D.1 (Pricing Schedule). Not later than thirty (30) Days following the occurrence of this event, Contractor shall send notification to County Project Director that it has incurred eighty-five percent (85%) of the capped production volumes.

## 6.0 TERM OF AGREEMENT

### 6.1 Initial Term

6.1.1 Subject to the termination provisions set forth herein, the initial term of this Agreement shall commence on the Effective Date and shall expire seven (7) years thereafter, unless terminated sooner, in whole or in part, as provided in this Agreement (herein, "Initial Term").

6.1.2 Contractor shall notify County Project Manager by written notice when this Agreement is within six (6) months from the expiration of the Initial Term.

### 6.2 Extended Term

6.2.1 County shall have the option to extend this Agreement for an extended term up to a maximum of twenty-four (24) additional months beyond the Initial Term in month-to-month or other County specified extension periods (herein, "Extended Term").

- 6.2.2 County further authorizes the DPSS Director at his sole discretion and upon notice by County Project Director to Contractor, to exercise the Extended Term of this Agreement.

## **7.0 MAXIMUM CONTRACT SUM**

### **7.1 Agreement Maximum Contract Sum**

- 7.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount, including Pool Dollars, payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, Services, Modifications and/or Enhancements, Professional Services and other work specified under this Agreement. The amount and schedule of payments in respect of the Work provided hereunder shall be as set forth in Exhibit D (Pricing and Invoicing Requirements), which payments shall be made in accordance with and upon satisfaction of the terms and conditions of this Agreement. The Maximum Contract Sum for this Agreement, including applicable taxes, authorized by County hereunder shall not exceed seventy-five million three hundred and ten thousand two hundred sixty-three dollars \$75,310,263. Other than Contractor's obligations under Subparagraph 19.37 (Survival), Contractor shall have no obligation to continue to provide Services under this Agreement, once Contractor has received payments from County in an amount equal to the Maximum Contract Sum. Notwithstanding the above, if prior to payment of the Maximum Contract Sum by County to Contractor, County notifies Contractor that County anticipates increasing the Maximum Contract Sum pursuant to an Amendment to this Agreement, then pending County's approval of such Amendment, Contractor agrees to continue to provide, without interruption, all Services to County pending the availability of such additional funding, and Contractor agrees to accept payment for all such Services in arrears.
- 7.1.2 The Pool Dollar amounts listed in Exhibit D (Pricing and Invoicing Requirements) include the aggregate Pool Dollars available for purchase by County of Professional Services which are provided in accordance with Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.10 (Professional Services). Contractor acknowledges that as of the Effective Date of this Agreement, no Service Request has been requested by County and no Professional Services have been executed.
- 7.1.3 Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the Work performed hereunder, including payroll (including FICA), income, and sales/use taxes. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold County harmless from, any and all sales/use tax claims arising hereunder.

- 7.1.4 Any System Hardware, System Software, Materials, Work Product(s), or other materials, of whatever kind or nature, provided or delivered by Contractor to County in a tangible format shall be Free on Board (F.O.B.) Destination. Without limiting the foregoing, the Maximum Contract Sum shown in Subparagraph 7.1.1 includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on any System Hardware, System Software, Materials, Work Product(s), or other materials, of whatever kind or nature, procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.
- 7.1.5 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work, goods or Services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 7.1.6 Contractor shall maintain a system of record keeping that will enable Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send notification to County Project Director that it has incurred seventy-five percent (75%) of the Maximum Contract Sum.
- 7.1.7 Contractor shall invoice County monthly in arrears and County will pay Contractor for the actual United States Postal Service (USPS) postage charges for mailing County-specified Participant correspondence generated by the Mail Management Facility, as a direct pass-through charge.

## **8.0 INVOICES AND PAYMENTS**

Contractor shall invoice County: (i) for System Maintenance and Operational Support Fees monthly in arrears; and/or (ii) for Modifications and/or Enhancements monthly in arrears; and (iii) for all other Deliverables upon Contractor's completion and County's written approval thereof in accordance with this Agreement, Exhibit A (Statement of Work (SOW) and Technical Exhibits), and for which payment is due pursuant to Exhibit D.2 (Total Fixed Price and Invoicing Schedule), with all attachments and schedules as applicable. Contractor shall separately invoice County for postage, as set forth in Subparagraph 7.1.7.

### 8.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County as provided in Exhibit D.2 (Total Fixed Price and Invoicing Schedule). All invoices and supporting documents shall be submitted to the person designated in Exhibit G (County's Administration), County's Project Director at the address specified therein.

### 8.2 Task Deliverable Acceptance Certificate

For each Deliverable for which payment is due, as shown in Exhibit D.2 (Total Fixed Price and Invoicing Schedule), Contractor shall submit a signed Task Deliverable Acceptance Certificate for County's review and approval, as set forth in Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.2 (Approval of Work). After the Task Deliverable Acceptance Certificate is fully executed, Contractor may invoice County for payment.

### 8.3 Invoice Details

Each invoice submitted by Contractor shall indicate at a minimum:

- 8.3.1 Contractor's remittal address, the invoice date and this Agreement number.
- 8.3.2 The approval date of the Deliverable by County Project Director and County Project Manager.
- 8.3.3 A copy of all applicable Task Deliverable Acceptance Certificates, signed by County Project Director and County Project Manager.
- 8.3.4 **Intentionally Omitted.**
- 8.3.5 Any withhold amount for payments claimed or reversals thereof, if applicable.
- 8.3.6 Any invoice adjustments of any applicable Liquidated Damages due County.
- 8.3.7 Any other information required by County Project Director.

### 8.4 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 8.0 (INVOICES AND PAYMENTS). County will make reasonable effort to pay Contractor within thirty (30) Days from receipt of an invoice that is accepted by County, but, without limiting any of County's rights under this Agreement, such payment will be made no later than sixty (60) Days after receipt of such invoice. In no event shall County be liable or responsible for any payment prior to such approvals being obtained.

### 8.5 Invoice Discrepancies

County Project Director or his designee shall review all invoices submitted by Contractor for any discrepancies and issue a CDR to Contractor within thirty (30) Business Days of receipt of invoice, if payment amounts are

disputed by County. If Contractor disagrees with the disputed payment amounts, Contractor may submit a written explanation reasonably detailing Contractor's disagreement within thirty (30) Days of receipt of the CDR from County Project Director. If County Project Director does not receive a written response from Contractor within thirty (30) Days of County's notice to Contractor of a CDR, County's payment will be made less the disputed charges, which disputed charges shall be resolved pursuant to the dispute resolution procedures set forth in Paragraph 17.0 (DISPUTE RESOLUTION PROCEDURES) of this Base Agreement.

#### **8.6 Intentionally Omitted**

#### **8.7 County's Right to Withhold Payment**

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may, upon written notice to Contractor, withhold payment for any Deliverable while Contractor is in default hereunder.

#### **8.8 No Payment in Event of Default**

If this Agreement is terminated by County for default as provided in Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.40 (Termination for Default) then, without excusing such default, and without prejudice to any other rights of County in this Agreement or as provided by law, Contractor shall be entitled to none of the sums not paid theretofore.

### **9.0 SYSTEM SECURITY**

Notwithstanding anything to the contrary herein, Contractor shall provide all Services utilizing current industry standard security technologies and techniques and in accordance with current industry standard practices and County's security policies, procedures and requirements, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use current industry standard network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies, and use best efforts to prevent the introduction of any Disabling Device into the System. In no event shall Contractor's actions or inaction result in any situation that is less secure than: (i) the security that Contractor provided as of the Effective Date of the Agreement; or (ii) the security that Contractor then provides for its own systems and data utilizing technology used in the System, whichever is more secure.

### **10.0 DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION**

#### **10.1 Disclosure of Agreement**

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such

details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

- a. Contractor shall develop all publicity material in a "first class" professional manner.
- b. During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior consent of County Project Director for each such item.
- c. Contractor may, without the prior consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 10 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION) shall apply.

#### 10.2 Required Disclosures

Subject to the limitations, qualifications and restrictions set forth in Sub-paragraph 10.3 (Confidentiality of County and Third Party Records and Information) either Party may disclose information that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the Party to which such information pertains; (iii) is required by law to be disclosed; (iv) is independently developed without use of the other Party's proprietary information; or (v) may otherwise be disclosed under law and pursuant to this Agreement.

#### 10.3 Confidentiality of County and Third Party Records and Information

Contractor shall maintain the confidentiality of all records and information, including System Data, County records, and Participant records and information, in accordance with all applicable federal, state or local laws, regulations, ordinances, guidelines, and directives relating to confidentiality and privacy. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing Services hereunder of the confidentiality provisions of this Agreement. Contractor shall sign and adhere to Exhibit I.1 (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement). Contractor shall also cause each employee performing Services covered by this Agreement who (i) has any access to System Data, including any information related to Participant cases or records; and/or (ii) participates in the development, customization or improvement of the System, to sign and adhere to Exhibit I.2 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement). Contractor shall also cause each

Subcontractor and Subcontractor employee approved to perform Work, who (i) has any access to System Data, including any information related to Participant cases or records; and/or (ii) participates in the development, customization or improvement of the System, to sign and adhere to Exhibit I.3 (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

Under state law, including Welfare & Institutions Code, Section 10850 and California Department of Social Services (CDSS), Manual of Policies and Procedures, Division 19, Section 10859 et seq. and 17006, all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of County so designated without written authorization from County.

#### 10.4 Confidentiality Indemnification

Contractor shall indemnify, defend, and hold harmless County Indemnitees from and against any and all loss, damage, liability, and expense, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 10 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 10 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails, after a reasonable period of time after having been given written notice of such claim by the County, to fully and adequately defend County, then County shall be entitled to retain its own counsel, including County Counsel, and reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior approval.

#### 10.5 Participant Confidentiality

With respect to any identifiable information concerning any Participant that is obtained by Contractor or any other records and information, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and



information according to the written procedures sent to Contractor by County for this purpose.

#### 10.6 System Data Security

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any System Data. Contractor shall protect, secure and keep confidential all System Data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of System Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82 and California Welfare and Institutions Code Section 10850. Further, Contractor shall take all reasonable actions to protect all System Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County Project Director. Contractor shall not use System Data for any purpose or reason other than to fulfill its obligations under this Agreement.

#### 10.7 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 10 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 10 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION) and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 10 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION).

#### 10.8 Risk of Loss

Contractor shall take all reasonable actions to protect the System from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the System and any System Data by any cause except to the extent such loss or damage is caused by a Force Majeure Event.

### **11.0 OWNERSHIP OF SYSTEM, SYSTEM DATA, MATERIALS AND WORK PRODUCT(S)**

#### 11.1 System Hardware

Contractor shall supply and own/lease all System Hardware.

County shall own any County-supplied hardware. Contractor shall not acquire any right, title, or interest in or to any County-supplied hardware.

#### 11.2 System Application Software

County's Core Application and all right, title, and interest therein and thereto are and shall remain the property of County, and will be provided

to Contractor to use solely in the design, development and operation of the System Application Software.

All right, title, and interest in and to each component of the System Application Software, developed, or installed under this Agreement, shall be owned by County. Title to each shall automatically transfer from Contractor to County upon creation.

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest in and to the System Application Software, including all copyrights, patents, and trade secret rights. County shall have the right to register all rights, including trademarks, copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including copyrights and patents, in and to the System Application Software.

Upon County's request, Contractor shall provide a complete copy of the Source Code, Object Code and all documentation related to the System Application Software in a hard copy, CD-ROM, and/or any other format requested by County.

- 11.2.1 County and Contractor agree that County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Subparagraph 11.2.1. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the Term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein without restrictions.

### 11.3 Commercially Available Software

To the extent that Commercially Available Software is proprietary software as defined in 45 CFR 95.617 (c), Commercially Available Software and all right, title, and interest therein and thereto are not subject to the County ownership provisions including Subparagraph 11.2 (System Application Software). Notwithstanding the prior sentence, in the event any customization is developed for the use of Commercially Available Software, such customized software shall be part of the System

Application Software and subject to the ownership provisions of Subparagraph 11.2 (System Application Software), unless the transfer of such customized software is prohibited by the Commercially Available Software Third Party licensor. Contractor shall not utilize any Third Party software for use in the System unless the Third Party software is commercially available to County. Contractor shall ensure that County has either the option to own, or to enter into a Third Party software license, which to the extent permitted by the Third Party licensor shall be a perpetual, irrevocable, unrestricted, royalty-free license to use, copy, modify, and sublicense the Commercially Available Software in connection with use and operation of the System or any successor system following expiration or termination of this Agreement or County-requested transfer of the System Application Software to County or a Third Party for County's management and operations.

#### 11.4 System Data and System Metrics

##### 11.4.1 System Data

The System Data and all right, title, and interest therein and thereto are and shall remain the property of County. Contractor shall, within fifteen (15) Days of any County request from time to time, deliver to County, by means of disk or other storage medium acceptable to County, all existing System Data then residing in the Data Center's databases. Upon termination or expiration of this Agreement Contractor shall deliver to County, by means of disk or other storage medium acceptable to County, all existing System Data then residing in the Data Center's databases, and all archival copies then in Contractor's possession. Contractor shall not keep copies or use any County owned System Data, Source Code or Object Code for private or any other commercial use.

##### 11.4.2 System Metrics

The System Metrics and all right, title, and interest therein and thereto are and shall remain the property of Contractor, however County may use the System Metrics in connection with the System, both during the Term and subsequent to the termination or expiration of this Agreement. Contractor shall, within fifteen (15) Days of any County request from time to time, deliver to County, by means of disk or other storage medium acceptable to County, all requested existing System Metrics then residing in the Data Center's databases. Upon termination or expiration of this Agreement, Contractor shall deliver to County, by means of disk or other storage medium acceptable to County, all requested existing System Metrics then residing in the Data Center's databases. Except for proprietary software as defined in 45 CFR 95.617(c), System Metrics does not include any software or modifications thereof or associated documentation designed, developed or installed with federal financial participation.

### 11.5 System Documentation

County shall own and have all rights, title and interest in and to all System documentation. Contractor shall, within fifteen (15) Days of the County's request(s), make available to County, by means of DVD, CD-ROM, or other digital storage media acceptable to County, any or all of such System documentation as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection C (Maintenance and Operational Support), as may be requested by County.

### 11.6 Materials and Work Product(s)

- 11.6.1 County shall be the sole owner of all right, title and interest, including copyright, patent, trade secret, trademark and service mark, in and to all Materials and Work Product(s) which are originated or created through the Contractor's Work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all the Contractor's right, title and interest in and to such Materials and Work Product(s), including any copyright, patent and trade secret rights which arise pursuant to the Contractor's Work under this Agreement.
- 11.6.2 Contractor shall affix the following notice to all documentary and software items originated pursuant to this Agreement: "Copyright \_\_\_\_\_, (such date as may be appropriate, e.g., 2008, 2009, etc.), The County of Los Angeles. All rights Reserved." Contractor shall affix such notice: (i) at the beginning and at the end of any and all Source Code and Object Code, such that on storage media and on printouts, the notice appears with or near the title of each program; (ii) continuously on all sign-on display screens; (iii) on the title or inside cover page of System, User, and technical documentation; and (iv) as otherwise directed by County.
- 11.6.3 During the Term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Materials and Work Product(s) prepared under or in connection with the Services of this Agreement. County shall have the right to inspect copy and use at any time during the Term of this Agreement, any and all such Materials and Work Product(s) and all information contained therein. County shall have the right to inspect copy and use at any time during the five (5) year period subsequent to the Term of this Agreement, any and all such Materials and Work Product(s) and all information contained therein to the extent set forth in Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.34 (Record Retention and Inspection/Audit Settlement).

### 11.7 Other

Subject to the confidentiality and privacy obligations set forth in this Agreement, Contractor (i) will retain all right, title, and interest in and to all Tools, and (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by Contractor's employees in intangible form, all of which constitute substantial rights on the part of Contractor in the technology developed as a result of the services performed under this Agreement. Except for proprietary software as defined in 45 CFR 95.617(c), Tools, as used in this provision, does not include any software or modifications thereof or associated documentation designed, developed or installed with federal financial participation. No licenses will be deemed to have been granted by any Third Party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement.

## 12.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 12.1 Contractor shall indemnify, defend, and hold harmless County Indemnitees from and against any and all liability, including any demand, claim, action, proceeding, damage, fee, cost, and/or expense, including defense costs and attorneys' fees, arising from or related to any claim: (i) that the System or any part thereof, infringes upon or otherwise violates any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other right of any Third Party; or (ii) that County's use of the System or any part thereof, violates any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other right of any Third Party (collectively referred to for purposes of this Paragraph as "Infringement Claim(s)"), by paying all amounts that a court finally awards or that Contractor agrees to in settlement of such Infringement Claim(s), as well as any and all expenses or charges arising from such Infringement Claim(s) (including attorneys fees) as they are incurred by County or any other party indemnified under this Subparagraph 12.1. County agrees that it will give Contractor prompt written notice of such claim and provided that County is not prejudiced thereby, allow Contractor to control the defense thereof and all related negotiations thereto. Contractor agrees that County will be permitted to participate, at its own expense, in the defense and settlement of any Infringement Claim, except that, in the event Contractor fails, after a reasonable period of time after having been given written notice of such claim by the County, to fully and adequately defend County, then County shall be entitled to reimbursement for all such reasonable costs and expenses.
- 12.2 Without limiting the forgoing, in the event County becomes aware that County's ongoing use of the System or Services, or any part of them, is the subject of any act by a Third Party arising from an Infringement Claim that would preclude or impair County's use of the System or any System component or Services (e.g., injunctive relief), or if County's continued use of the System, System component or Services may subject it to punitive damages or statutory penalties, or other cost or expenses, County will give written notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, procure the right for County to continue

to use the System or Services, or part thereof, or replace or modify the System, System component or Services with another system or components of comparable quality and performance capabilities, in County's determination, to become non-infringing. If Contractor fails to complete the remedial acts set forth above within thirty (30) Days of the date of the written notice from County, County will have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System, System component or Services or any potential damages, or other costs or expenses (hereinafter referred to as "County's Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within ten (10) Days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with County's Remedial Acts.

- 12.3 Indemnity Exclusions. Contractor will have no liability to County pursuant to this Paragraph 12 (including all subsections of this Paragraph 12) of this Agreement to the extent that: (i) the claim of infringement is based upon County's use of the System or Services provided by Contractor under this Agreement, in a manner for which the System or Services were not designed, if the infringement would not have occurred but for that use; or (ii) the claim of infringement is based upon County's modification to the System or any Deliverable or Service provided by Contractor under this Agreement, if such infringement would not have occurred but for such modification.

## **13.0 WARRANTIES**

### **13.1 System Warranty**

Contractor hereby warrants, represents, covenants, and agrees that the System shall perform in accordance with the Specifications during the Term of this Agreement.

Contractor further warrants and represents:

- a. Contractor shall comply with the descriptions and representations (including, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions, and requirements applicable to professional software design and industry standards) set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits).
- b. All Tasks, Subtasks, Deliverables, goods, Services and other work shall be performed and completed in a timely manner in accordance with the schedule established pursuant to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).
- c. All documentation developed under this Agreement shall be complete, accurate, legible and reasonably uniform in appearance.
- d. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System through any Disabling

Device. Contractor has not placed and shall not purposely place, nor is it aware of, any Disabling Device on any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System component to contain any Disabling Device.

- e. Contractor shall support all System Hardware and System Software components in versions currently supported by the supplying vendors.
- f. The System components shall be capable of interconnecting and/or interfacing with each other and with LANet/EN.
- g. County shall be entitled to use the System without interruption, subject only to County's obligation to make the required payments under this Agreement. This Agreement is neither subject nor subordinate to any right or claim of any Third Party, including Contractor's creditors. During the Term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any Third Party without the prior consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System in accordance with this Agreement.
- h. The System shall conform to the Specifications and be free from Deficiencies, including all programming errors and defects in workmanship and materials.
- i. Contractor shall supply County, subject to the provisions of Subparagraph 11.2 (System Application Software), with all Source Code and Object Code for the System Application Software and all documentation and other proprietary information related to such Source Code and Object Code during the Term of this Agreement. Upon County's request Contractor shall deliver the most current and complete version of the Source Code and Object Code for the System Application Software.
- j. Contractor is duly authorized, and has the full power, to grant to County all right, title, and interest in and to each component of the System Application Software. Except to the extent already owned by County, each component of the System Application Software to be provided to County shall be owned by Contractor and, upon the date of title transfer to County, such component shall be owned by County and be free and clear of all liens and encumbrances. Except to the extent already owned by County, upon creation of the System Application Software, title to each component shall automatically transfer from Contractor to County.
- k. Contractor has obtained all licenses to Commercially Available Software necessary for the provision of Services.
- l. Contractor is duly authorized, and has the full power, to grant to County all rights, including all ownership and license rights, as set forth in this Agreement. With respect to all technology, other than: (a) technology owned by County; or (b) set forth in Subparagraph 11.3 (Commercially Available Software), used by Contractor under this Agreement, Contractor hereby grants to County, without additional

charge to County, such licenses as may be necessary in order for County and its authorized representatives (including Third Party service providers) to have unrestricted and perpetual use of such technology, and receive the full benefit of the use by County and Contractor of such technology in connection with the performance of the System.

- m. No consent or approval of any other person or entity is required by Contractor to enter into this Agreement or grant to County any of the rights including all license rights hereunder.
- n. No component of the System infringes any copyright, trade secret, trademark, patent, or any other intellectual property right of any Third Party.
- o. Contractor will not be breaching any other agreement by entering into this Agreement. There is no existing or pending litigation with respect to the System or any Work hereunder which could in any way materially affect Contractor's ability to perform under this Agreement or County's ability to utilize the System. Contractor is not aware of any threatened litigation with respect to any of the System Hardware, System Software, Services, or Work hereunder which could in any way materially affect Contractor's ability to perform under this Agreement or County's ability to utilize the System.
- p. Contractor has not taken, nor shall take, any action which would void or in any way limit the scope of any warranty offered by any Third Party with respect to any System Hardware or System Software. Contractor has complied with all terms and conditions of any agreement that it has entered into with any Third Party purporting to govern sales or licenses by Contractor of any items of System Hardware and System Software.
- q. Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any of the System Hardware, System Software or any other product or Service provided hereunder shall fully extend to and be enjoyed by County.
- r. Any Contractor or Subcontractor/subcontractor staff, who: (i) are first employed on or after the Effective Date and have not undergone and passed the background and security investigation required by Paragraph 4.9 (Background and Security Investigations); or (ii) were first employed prior to the Effective Date and have not undergone and passed the background and security investigation required by Contractor at the date of hire, shall not have any access to System Data, including any information related to Participant cases or records.
- s. Any Contractor staff, who have not signed Exhibit I.2 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), and any Subcontractor/subcontractor staff, who have not signed Exhibit I.3 (Contractor Non-Employee



Acknowledgment, Confidentiality, and Copyright Assignment Agreement), shall not (i) have any access to System Data, including any information related to Participant cases or records; and (ii) shall not participate in the development, customization or improvement of the System.

- t. Each Contractor staff, who has signed Exhibit I.2 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), has entered into a written employment agreement with Contractor which provides in part, that: (i) such Contractor staff has assigned to Contractor, its successors and assigns, his entire right, title and interest in and to patents, patent applications, copyrights, trade secrets, and other intellectual property rights in any innovations created or developed during Contractor staff's employment which relate in any way to Contractor's business (excluding intellectual property developed entirely on such Contractor staff's own time without using Contractor's equipment, supplies, facilities or confidential information, and which neither relate to Contractor's business, nor result from any work performed by or for Contractor); (ii) Contractor may assign such patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations to County, its successors and assigns; and (iii) the provisions of said written employment agreement survive the Contractor staff's termination of employment with Contractor. Each such employment agreement shall remain in full force and effect during the Term of this Agreement.

### 13.2 Warranty Work

Contractor's warranty Work is set forth in Subparagraph 13.1 (System Warranty) and in Subparagraph 13.3 (Warranty Work Response) for the System and shall commence upon the Effective Date and shall continue through the Term of this Agreement.

### 13.3 Warranty Work Response

For any Deficiency, discovered by County or by Contractor which results in the System, or any part thereof, not performing in accordance with the Specifications and PRS, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart), Contractor shall immediately: (i) notify County of the Deficiency, if the Deficiency was discovered by Contractor; and (ii) commence corrective action. Such corrective action may include: (i) supplying County with corrected Source Code and Object Code; and (ii) making such additions, modifications, or parameter adjustments to the System as may be necessary to cause the System to operate in conformance with the Specifications and PRS. Contractor shall provide a detailed explanation of the problems and actions taken and, if applicable, a detailed plan how to correct the Deficiency.

All such corrective action shall be performed with Contractor's best efforts, diligence, and speed toward correction as soon as possible. The correction of all Deficiencies shall be at no cost to County.

#### **13.4 Intentionally Omitted**

#### **13.5 Price Warranty**

This Agreement includes the full amount of compensation and reimbursement that County will be asked to provide Contractor in order for Contractor to fully perform all of its obligations under this Agreement, and Contractor shall be able to fully perform all of its obligations under this Agreement with such amount of compensation and reimbursement. Contractor understands that County is entering into this Agreement in reliance upon the premise that Contractor shall fully perform all of its obligations under this Agreement without seeking any additional compensation or reimbursement beyond that already provided for in this Agreement.

#### **13.6 General Warranties**

Contractor further represents, warrants, covenants, and agrees that throughout the term of this Agreement:

- a. Contractor is a corporation duly organized and validly existing under the laws of the State of Delaware. Contractor is qualified to conduct business in California as a foreign corporation and is in good standing with the State of California. Contractor has full corporate power and corporate authority to own, or hold under lease, its assets and to conduct its business as is required by this Agreement.
- b. This Agreement has been duly executed and delivered by Contractor and constitutes a valid obligation legally binding on Contractor and is enforceable against Contractor in accordance with its terms; provided, however, that enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, or other laws at the time in effect affecting the rights of creditors generally and that a court of competent jurisdiction may decline to grant specific performance and any other equitable remedy with respect to the enforcement of any provision of this Agreement. The execution, delivery, and performance of this Agreement by Contractor and the consummation of the transactions contemplated hereby by Contractor: (i) are permissible under Contractor's Certificate [Articles] of Incorporation and By-laws; (ii) have been duly and validly authorized by all necessary and appropriate corporate action by Contractor's Board of Directors; (iii) do not and shall not conflict with, or result in a breach, default, violation, or loss of a material benefit under any agreement, mortgage, lease, license, or other instrument or obligation of Contractor or in connection with the operation of Contractor's business or any of its assets; (iv) do not require the consent or permission of any person or governmental agency; and (v) shall not violate any law, rule, or regulation of any agency or governmental body to which Contractor is subject and that is individually or in the aggregate material to the transactions contemplated hereby.

- c. Contractor has obtained and shall maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's performance of this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and Subcontractors/subcontractors who perform Work hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates that are applicable to their performance hereunder. No violations are or have been recorded and Contractor is not aware of any unrecorded violations in respect of any such licenses, permits, registrations, accreditations, and certificates of Contractor and no proceedings are pending or, to Contractor's knowledge, threatened concerning the revocation or limitation of any such licenses, permits, registrations, accreditations, and certificates of Contractor which would have a material adverse effect on Contractor's ability to perform its obligations hereunder.
- d. Contractor has complied, and during the Term of this Agreement shall comply, with all material laws, rules, regulations, and orders applicable to Contractor's performance of this Agreement. Contractor has not received notice nor taken any action or failed to take any action which action or failure will or would, in any way, have a material adverse effect on Contractor's ability to perform its obligations under this Agreement. To the knowledge of Contractor as of the date hereof, the Project Office, Data Center, Back-up Site and Mail Management Facility are not in violation of any material law, building code, zoning, or other authority, code, or regulation applicable thereto and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code, or regulation or requiring or calling attention to the need for any work, repair, construction, alteration or installation, or in connection with said properties which has not been complied with or settled. Further, to the knowledge of Contractor as of the date hereof, none of such real property is subject to any pending zoning hearing or proceedings. County acknowledges that without limiting or waiving any of County's rights and remedies under this Agreement: (i) the Project Office, Back-up Site and Mail Management Facility are leased by Contractor and not owned, and (ii) that the owner of such facilities, and not Contractor, retains some, if not all, obligations and responsibilities with respect to the compliance with laws and/or repair and maintenance for the entirety of the facilities, including, in some cases, the portions of the facilities leased and/or occupied by Contractor.
- e. Contractor is not engaged in or, to Contractor's knowledge, threatened with any legal proceeding, and there are no proceedings, claims, or investigations of any kind pending or, to Contractor's knowledge, threatened against Contractor relating to Contractor's business that would have a material adverse effect on Contractor's ability to perform its obligations under this Agreement. There are no outstanding adjudications or orders of any agency or tribunal against

Contractor relating to its business or prospects that would have a material adverse effect on Contractor's ability to perform its obligations under this Agreement.

- f. No representation or warranty by Contractor contained in this Agreement, or in any Exhibit referenced herein, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

#### 13.7 Limitation to Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE.

### 14.0 CONTRACT TERMINATION TRANSITION

Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the Term, or in all other cases at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to County. Such transition shall be performed in accordance with Contractor's Turnover/Transition (Exit) Plan as described in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection B (System and Data Center Services), Deliverable B.11.0.a (Turnover/Transition (Exit) Plan), Deliverable B.11.0.b (Final Turnover/Transition (Exit) Plan) and Deliverable B.11.0.c (Execute System Turnover/Transition Operation with County Designee).

### 15.0 LIQUIDATED DAMAGES

Contractor agrees that failed, delayed, and/or improper performance by Contractor as described in Subparagraphs 15.1 and 15.2 will cause damages to County which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, a fair and reasonable estimate of such damages are specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart), and Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table), hereunder, and that Contractor shall be liable to County for Liquidated Damages in said amounts. Said amounts are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment to Contractor for failed, delayed, and/or improper Contractor performance.

#### 15.1 System Performance Requirement Standards

Contractor acknowledges and agrees that for any delay of or failure of the System to comply with the PRS, as a fair and reasonable estimate of such harm, Contractor shall pay County, per month or per Day, as applicable, until Acceptance by County, Liquidated Damages as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirement Standards (PRS) Chart).

### 15.2 Deliverable Liquidated Damages

Contractor acknowledges and agrees that for any delay of Deliverable B.10.2.c (UAT Final Results Report), as a fair and reasonable estimate of such harm, Contractor shall pay County, per Day, until Acceptance by County of the subject Deliverable, Liquidated Damages as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

### 15.3 Exception to Liquidated Damages

Notwithstanding any other provision of this Agreement, Contractor shall not be liable for any Liquidated Damages pursuant to Paragraph 15.0 (LIQUIDATED DAMAGES) to the extent such failure, delay, and/or improper performance by Contractor results from a Force Majeure Event.

In the event County collects Liquidated Damages from Contractor and then County subsequently exercises its rights pursuant to Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.40 (Termination for Default), or otherwise seeks actual damages from Contractor, based in whole or in part on the same circumstances that led to the payment of such Liquidated Damages, any damages Contractor shall be liable for shall be offset against the related Liquidated Damages already paid by Contractor to County.

## **16.0 COMPLAINTS OF COUNTY**

Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints originated from County Project Manager or his designee. Within thirty (30) Business Days after Effective Date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County complaints.

- a. County will review Contractor's policy and provide Contractor with County Project Director approval of said plan or with requested changes.
- b. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within thirty (30) Business Days.
- c. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County Project Director for approval before implementation.
- d. Contractor shall preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- e. When complaints cannot be resolved informally, Contractor shall develop a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.
- f. Copies of all written responses shall be sent to County Project Manager within three (3) Business Days of mailing to the complainant.

## **17.0 DISPUTE RESOLUTION PROCEDURE**

- 17.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 17.0 (DISPUTE RESOLUTION PROCEDURE).
- 17.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance by either County or Contractor which County determines should be delayed by as a result of such dispute.
- 17.3 If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs. Contractor shall promptly reimburse County for such County incurred costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County, whether under this Agreement or otherwise at County's option.
- 17.4 In the event of any dispute between the Parties with respect to this Agreement, Contractor and County will submit the matter to County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.
- 17.5 In the event that County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute to them, then the matter shall immediately be submitted to Contractor Vice President State and Local Government Health Services West and to County Project Director for further consideration and discussion to attempt to resolve the dispute.
- 17.6 In the event that Contractor Vice President State and Local Government Health Services West and County Project Director are unable to resolve the dispute within a reasonable time not to exceed ten (10) Business Days from the date of submission of the dispute to them, then, the matter shall immediately be submitted to Contractor Vice President State and Local Government Health and Human Services and to County's DPSS Director or his designee for further consideration and discussion to attempt to resolve the dispute.
- 17.7 In the event that Contractor Vice President State and Local Government Health and Human Services and to County's DPSS Director or his designee are unable to resolve the dispute within a reasonable time not to exceed ten (10) Business Days from the date of submission of the dispute to them, then subject to the provisions of Paragraph 17.0 (DISPUTE RESOLUTION PROCEDURE), each Party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 17.8 All disputes utilizing this Dispute Resolution Procedure shall be documented by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At

all levels described in Subparagraphs 17.4, 17.5, 17.6 and 17.7, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face-to-face meeting or by telephone, or by exchange of correspondence.

- 17.9 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.39 (Termination for Convenience), Subparagraph 19.40 (Termination for Default), Subparagraph 19.42 (Termination for Insolvency), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 9.0 (SYSTEM SECURITY), Paragraph 10.0 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION), Paragraph 11.0 (OWNERSHIP OF SYSTEM, SYSTEM DATA, MATERIALS AND WORK PRODUCT(S)), and Paragraph 12.0 (PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION) shall not be subject to this Dispute Resolution Procedure.

## **18.0 TIME IS OF THE ESSENCE**

Except for any provisions addressing County's payment obligations under this Agreement, including Subparagraph 8.4 (Approval of Invoices), time is of the essence for each Party's performance under this Agreement.

## **19.0 TERMS AND CONDITIONS**

The table of contents, list of exhibits, captions, Paragraph and Subparagraph titles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Agreement.

### **19.1 Arm's Length Negotiations**

This Agreement is the product of County's competitive procurement and an arm's length response and negotiations between Contractor and County, during which each Party has had an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the Parties, and not strictly construed as against either Party.

### **19.2 Assignment and Delegation**

- 19.2.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written Amendment to this Agreement, which is formally approved and executed by the Board of Supervisors. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County. Any such assignment or delegation without County's express prior approval shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County will be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. Notwithstanding the foregoing, Contractor may, without obtaining the prior consent of County, assign its rights to the County's payments hereunder to a financial institution or other third party in connection with any transaction entered into to provide financing related to this Agreement or the obligations of Contractor hereunder, and any such assignee may further assign its rights hereunder in connection with such financing. Nothing herein shall require County to make payments other than through County's normal payment procedures.

- 19.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, within ten (10) Business Days after a public announcement of any change in control of Contractor that will or does give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, Contractor shall give County notice thereof. If there is no public announcement of such change of control, Contractor shall notify County of the change within ten (10) Business Days following the effective date of the change of control. If County, in good faith, reasonably determines that the change of majority control of Contractor would prevent Contractor from being qualified and eligible to receive a contract award under applicable federal, state and/or County laws, regulations and/or policies (e.g., the majority control of Contractor is held by a debarred entity), then County may terminate this Agreement and, while not a termination for default, County shall have the same rights and may pursue the same remedies against Contractor as it would have and could pursue in the event of default by Contractor.

### 19.3 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County's employees and imposes similar reductions with respect to County's contracts, County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year Services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board of Supervisors approval of such actions. Contractor shall provide all of the Services set forth in this Agreement. In no event does this provision allow the County to impose reductions in the hourly labor rates set forth in this Agreement or the salaries and benefits paid to Contractor employees, agents or Subcontractors/subcontractors and any reduction in payment obligation pursuant to this provision will be accompanied by a comparable reduction in the scope of work and/or Services set forth in the Agreement.



19.4 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its Subcontractors/subcontractors, at any tier, or any owner, officer partner, director or other principal of any Subcontractors/subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County, during the Term of this Agreement, should it or any of its Subcontractors/subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19.5 Compliance With Applicable Law

19.5.1 Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

19.5.2 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including any liability, damages, costs, and expenses, including defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its employees, agents, or Subcontractors/subcontractors of any such laws, rules, regulations, ordinances or directives.

19.6 Compliance With Civil Rights Law

19.6.1 Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and state laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, martial status, sex, age, gender or disability.

- 19.6.2 In addition, a resolution agreement between County and the federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional civil rights actions by County in providing services to the public through contracts for all CalWORKs/TANF funded contracts and Memorandum of Understanding (MOU).

Contractor shall comply with the terms of the resolution agreement as directed by County, which includes, but is not limited to the following:

- a. Ensuring that Contractor staff who have contact with Participants attend the mandatory County provided civil rights training;
- b. Ensuring that notices sent to Participants are in their primary language;
- c. Providing interpreters so that County can ensure meaningful access to services for all Participants;
- d. Maintaining records and record retention of all civil rights related correspondence to Participants, including the civil rights complaint log; and
- e. Collecting data necessary to monitor compliance with civil rights requirements.

## 19.7 Compliance With The County's Jury Service Program

### 19.7.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code a copy of which is attached as Exhibit O (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

### 19.7.2 Written Employee Jury Service Policy

- a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Subparagraph, "Contractor" means a Person, partnership, corporation, or other entity which has

a contract with County or a Subcontract/subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or Subcontracts/subcontracts. "Employee" means any California resident who is a Full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County; or (ii) Contractor has a long-standing practice that defines the lesser number of hours as Full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a twelve (12) month period are not considered Full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor/subcontractor to perform Services for County under this Agreement, Subcontractor/subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such Subcontract/subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion that Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Subparagraph of this Agreement shall constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 19.8 Conflict of Interest

- 19.8.1 No County employee whose position with County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall

be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in County's approval, or ongoing evaluation of such Work, or in any way attempt to influence County's approval or ongoing evaluation of such Work.

- 19.8.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, identification of all Persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Agreement.

19.9 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the Term of this Agreement.

19.10 Consideration of Hiring GAIN/GROW Program Participants

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Services set forth herein, Contractor shall give consideration for such employment openings to Participants in County's DPSS GAIN program or GROW program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW Participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County's employees shall be given first priority.

19.11 Contractor's Responsibility and Debarment

19.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is County's policy to conduct business only with responsible Contractors.

#### 19.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this Agreement or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

#### 19.11.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

#### 19.11.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, DPSS will notify Contractor of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right

to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

- d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e. Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

#### 19.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors/subcontractors of County Contractors.

#### 19.12 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage

all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

19.13 Contractor's Warranty of Adherence To County's Child Support Compliance Program

19.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

19.13.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance (Code Section 1088.5), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

19.14 County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and Performance Requirements Standards in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart). Contractor Deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other remedies as specified in this Agreement.

19.15 Damage to County Facilities, Buildings or Grounds

19.15.1 Subject to prior County approval by County Project Director, Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, Subcontractors/subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become

aware of such damage, but in no event later than thirty (30) Days after the occurrence.

- 19.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may, deduct all such additional costs from any amounts due to Contractor from County, whether under this Agreement or otherwise at its option, deduct such costs from any amounts due to Contractor from County.

#### 19.16 Employment Eligibility Verification

Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any Contractor alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any Persons performing Work hereunder.

#### 19.17 Federal Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including wages, overtime pay, Liquidated Damages, deductions, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

#### 19.18 Governing Law, Jurisdiction and Venue

- 19.18.1 This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California.
- 19.18.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this Agreement shall be interpreted, and the Parties' duties and obligations under this Agreement shall be consistent with, any amendment



to any applicable statute, regulation, or any other law which occurs after the Effective Date of this Agreement.

- 19.18.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

#### 19.19 Independent Contractor Status

- 19.19.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever.
- 19.19.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all Persons performing Work pursuant to this Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 19.19.3 Contractor understands and agrees that all Persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing all workers' compensation benefits to any Person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.

#### 19.20 Contractor's Indemnification of County

Contractor shall indemnify, defend, and hold harmless County Indemnitees from and against any and all claims, demands, damages, liabilities, Losses, costs, and expenses, including defense costs and legal, accounting, and other expert, consulting or professional fees, arising from or related to claims and lawsuits for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or related to Contractor's, Contractor's agents', employees' or Subcontractors'/subcontractors' negligent or intentional tortuous acts or omissions in the performance of Services or provision of products hereunder, including workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or Subcontractors/subcontractors pursuant to this Agreement.

## 19.21 General Insurance Requirements

During the Term of this Agreement, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

### 19.21.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County will be delivered to:

Los Angeles County  
Department of Public Social Services  
Eligibility System Division  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Attn: County Project Manager

prior to award of this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) Days in advance of cancellation, lapse, reduction or other adverse change for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement form to the commercial general liability policy, adding County Indemnitees as additional insured's for all activities arising from this Agreement to which this insurance applies.

### 19.21.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A – (A minus):VII, unless otherwise approved by County.

### 19.21.3 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- a. Any accident or incident relating to Services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made within twenty-four (24) hours of occurrence.
- b. Any Third Party claim or lawsuit filed against Contractor arising from or related to Services performed by Contractor under this Agreement.

- c. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County 'Non-employee Injury Report' to County Project Manager.
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the Terms of this Agreement.
- 19.21.4 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, which County would not have incurred but for such failure, Contractor shall pay full compensation for all such costs incurred by County.
- 19.21.5 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all Subcontractors performing Services under this Agreement meet the insurance requirements of this Agreement by either:
  - a. Contractor providing evidence of insurance covering the activities of Subcontractors, or
  - b. Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.
- 19.22 Insurance Coverage Requirements
  - 19.22.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
 

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million
  - 19.22.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all owned, hired and non-owned vehicles, or coverage for any auto.
  - 19.22.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any

other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

19.22.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$5 million per claim. Such insurance shall include coverage for any actual or alleged personal injury, including infringement of any copyright, domain name, title, slogan, trademark, trade name, trade dress, mark or service name of any Third Party, or any actual or alleged breach of privacy, or alternatively, such coverage may be provided under separate policy. Contractor agrees to maintain such insurance for a period of not less than two (2) years commencing upon termination or cancellation of this Agreement.

19.22.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming County as loss payee.

Employee Dishonesty:	\$ 1 million
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19.22.6 Performance Security Requirements

- a. Contractor shall furnish to County within ten (10) Days after Contractor's execution of this Agreement, and in all events prior to the Effective Date, performance security effective for the Term, and in an amount of at least one million dollars and no cents (\$1,000,000.00). Such performance security shall be in form and substance satisfactory to County. Contractor shall maintain said bond in full force and effect until released by County upon determination by County Project Manager that Contractor has fully performed all of its obligations under this Agreement. Notwithstanding the forgoing, any modification, extension, and/or termination of this Agreement shall in no way release Contractor or any of its sureties from any of their obligations under such performance security;
- b. Such security may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of Services by Contractor. In addition, the surety shall be signed, irrevocable, undrawable, posted, secured, escrowed and deposited

with County's DPSS before the start of any performance on this Agreement;

Performance Bond: A faithful performance bond in an amount equal to one million dollars and no cents (\$1,000,000.00) executed by a corporate surety licensed to transact business in the State of California. Such bond shall contain an express waiver of notice of any Change Notices and Amendments to this Agreement; or

Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to County upon demand in an amount not less than one million dollars and no cents (\$1,000,000.00). Such CD or LOC shall comply with minimum criteria and standards established by County and be maintained throughout the Term of the Agreement.

- 19.22.7 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage, acceptable to County and/or failure to maintain the required performance security, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### 19.23 Limitation of Liability

Except for (a) cost of cover, (b) liability under Paragraph 10.0 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION) and Paragraph 12.0 (PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION), (c) indemnities for personal injury and property damages and compliance with laws, and (d) liability to the extent such liability results from acts of gross negligence or willful/intentional tortuous conduct in the performance or nonperformance of its obligations under this Agreement, neither party's liability for damages of any nature arising out of, resulting from, or in any way related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, shall exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the Maximum Contract Sum. Except for (a) cost of cover, (b) liability under Paragraph 10.0 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION) and Paragraph 12.0 (PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION), (c) indemnities for personal injury and property damages and compliance with laws, and (d) liability to the extent such liability results from acts of gross negligence or willful/intentional tortuous conduct in the performance or nonperformance of its obligations under this Agreement, in no event will the measure of damages payable by either party

include, nor will either party be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance.

#### 19.24 Most Favored Public Entity

If Contractor, at any time during the Term of this Agreement, provides the same goods or Services under the same quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Agreement, then such lower prices shall be extended to County in the next invoice cycle. For purposes of this provision, "goods or Services" shall mean the aggregate goods and Services provided by Contractor under this Agreement.

#### 19.25 Nondiscrimination and Affirmative Action

- 19.25.1 Contractor certifies and agrees that all Persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 19.25.2 Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's Equal Employment Opportunity (EEO) Certification).
- 19.25.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.25.4 Contractor certifies and agrees that it shall deal with its Subcontractors/subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.25.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, and holding companies shall comply with all applicable federal and state laws and regulations to the end that no Person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19.25.6 Contractor shall allow County representatives reasonable access to its employment records of those employees who have performed or are performing Work under this Agreement during regular business hours to verify compliance with the provisions of this Subparagraph 19.25 (Nondiscrimination and Affirmative Action) when so requested by County.

19.25.7 If County finds that any of the provisions of this Subparagraph 19.25 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

19.25.8 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation Liquidated Damages pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Agreement.

#### 19.26 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

#### 19.27 No Third Party Beneficiaries

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any Person, including any Participant, financial institution referenced in Subparagraph 19.2.1, or Person, shall acquire any rights as a Third Party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

#### 19.28 Notice of Delays

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other Party.

#### 19.29 Notice to Employees Regarding The Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor/subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

#### 19.30 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing, unless stated otherwise, and shall be hand delivered with signed receipt or mailed by prepaid first-class registered or certified mail, priority overnight, postage prepaid, addressed to the Parties as identified in Exhibit G (County's Administration) and Exhibit H (Contractor's Administration). Addressees may be changed by either Party upon ten (10) Days prior written notice thereof to the other Party. County Project Director or his representative may issue all notices or demands, which are required or permitted by County under this Agreement.

#### 19.31 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year following its termination or expiration, neither Party shall in any way induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists to any hiring initiated through a public announcement.

#### 19.32 Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Subparagraph 19.34 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions to County's right of ownership of such documents and whether or not such documents are subject to disclosure under the Public Records Act will be those defined in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable



attorney's fees, in action or liability arising under the Public Records Act.

### **19.33 Intentionally Omitted**

### **19.34 Record Retention and Inspection/Audit Settlement**

Unless otherwise required by federal and state regulations, Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, all financial records, timecards and other employment records, and proprietary data and information, including Materials and Work Product(s), shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location. Except as otherwise required by any federal or state law or regulation, or as set forth in Subparagraph 19.34.5, any audits required under this Agreement shall not encompass access, nor will Contractor provide access to Contractor's internal cost records including profit and loss statements and other underlying costs of this nature.

- 19.34.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 19.34.2 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 19.34 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 19.34.3 At any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County may conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the

difference shall be either: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

- 19.34.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Agreement, including without limitation, records relating to Work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this Subparagraph relative to Contractor's employees who have provided services to County under this Agreement is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.
- 19.34.5 Should County desire to extend the Agreement beyond the potential nine (9) years provided for the Agreement, and should County believe that Contractor's offered price for such extension is unreasonable, then Contractor will allow County to access cost information and data associated with the GEARS account which is necessary for County to make a reasonable

determination as to the reasonableness of Contractor's offered price for such extension.

#### 19.35 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County's landfills, Contractor agrees to use recycled content paper to the maximum extent possible on this Agreement.

#### 19.36 Subcontracting

19.36.1 The performance of this Agreement, in whole or in part, may not be subcontracted by Contractor without the advance approval of County Project Director. Any attempt by Contractor to Subcontract without the prior consent of County Project Director will be deemed a material breach of this Agreement.

19.36.2 If Contractor desires to Subcontract, Contractor shall provide the following information to County:

- a. A description of the Work to be performed by Subcontractor;
- b. A draft copy of the proposed Subcontract; and
- c. Other pertinent information and/or certifications requested by County.

Contractor may redact all pricing information in the draft copy of the proposed Subcontract; however, for Subcontracts for which the aggregate pricing (i.e., maximum contract sum) is five hundred thousand dollars (\$500,000) or more, Contractor shall disclose the aggregate price.

19.36.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor/subcontractor in the same manner and to the same degree as if such Subcontractor(s)/subcontractor(s) was Contractor's employee(s).

19.36.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to Subcontract/subcontract, notwithstanding County's approval of Contractor's Subcontract/subcontract.

19.36.5 County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Agreement. Contractor is responsible to notify its Subcontractors of this County's right.

19.36.6 County Project Director is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.

- 19.36.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors/subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to Subcontract.
- 19.36.8 Contractor shall obtain certificates of insurance, which establish that Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to the following contact/address before any Subcontractor employee may perform any Work hereunder.
- Los Angeles County  
Department of Public Social Services  
Eligibility System Division  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Attn: County Project Manager
- 19.36.9 In the event that County consents to subcontracting, Contractor shall include in all Subcontracts, the following provision: "This Agreement is a Subcontract under the terms of a prime Agreement with the County of Los Angeles. All covenants, representations and warranties shall inure to the benefit of the County of Los Angeles."

#### 19.37 Survival

The following provisions of this Agreement shall survive its expiration or termination for any reason: Paragraph 1.0 (APPLICABLE DOCUMENTS), Subparagraph 1.2 (Entire Agreement), Paragraph 7.0 (MAXIMUM CONTRACT SUM), Subparagraph 7.1.4, Paragraph 8.0 (INVOICES AND PAYMENTS), Subparagraph 8.7 (County's Right To Withhold Payment), Paragraph 9.0 (SYSTEM SECURITY), Paragraph 10.0 (DISCLOSURE, CONFIDENTIALITY AND SECURITY OF RECORDS AND INFORMATION), Paragraph 11.0 (OWNERSHIP OF SYSTEM, SYSTEM DATA, MATERIALS AND WORK PRODUCT(S)), Paragraph 12.0 (PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION), Paragraph 13.0 (WARRANTIES), Paragraph 14.0 (CONTRACT TERMINATION TRANSITION), Paragraph 15.0 (LIQUIDATED DAMAGES), Paragraph 17.0 (DISPUTE RESOLUTION PROCEDURE), Paragraph 19.0 (TERMS AND CONDITIONS), Subparagraph 19.5 (Compliance With Applicable Law), Subparagraph 19.9 (Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List), Subparagraph 19.10 (Consideration of Hiring GAIN/GROW Program Participants), Subparagraph 19.16 (Employment Eligibility Verification), Subparagraph 19.17 (Federal Fair Labor Standards Act), Subparagraph 19.18 (Governing Law, Jurisdiction and Venue), Subparagraph 19.20 (Contractor's Indemnification of County), Subparagraph 19.21 (General Insurance Requirements), Subparagraph 19.22 (Insurance Coverage Requirements), Subparagraph 19.23 (Limitation of Liability of the County), Subparagraph 19.25

(Nondiscrimination and Affirmative Action), Subparagraph 19.27 (No Third Party Beneficiaries), Subparagraph 19.31 (Prohibition Against Inducement or Persuasion), Subparagraph 19.34 (Record Retention and Inspection/Audit Settlement), Subparagraph 19.37 (Survival), Subparagraph 19.38 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program), Subparagraph 19.39 (Termination for Convenience), Subparagraph 19.40 (Termination for Default), Subparagraph 19.41 (Termination for Improper Consideration), Subparagraph 19.42 (Termination for Insolvency), Subparagraph 19.45 (Validity), Subparagraph 19.46 (Waiver), Exhibit I.1 (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement), Exhibit I.2 (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement), and Exhibit I.3 (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement). In addition, any other Paragraphs, Subparagraphs of or Exhibits to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.

**19.38 Termination for Breach Of Warranty to Maintain Compliance With the County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 19.13 (Contractor's Warranty of Adherence To County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) Days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Subparagraph 19.40 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**19.39 Termination for Convenience**

- 19.39.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent. Upon termination for convenience, Contractor will be paid for all Services performed by Contractor and accepted pursuant to the Acceptance process by County as of the termination date as set forth in Exhibit D.1 (Pricing Schedule).

19.39.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- a. Stop Work under this Agreement on the date and to the extent specified in such notice;
- b. Transfer title and deliver to County all completed Work and Work in progress;
- c. Transfer all Work Product to the extent not already transferred; and
- d. Complete performance of such part of the Work as shall not have been terminated by such notice.

#### 19.40 Termination for Default

19.40.1 County may, by written notice to Contractor, terminate in whole or in any part of this Agreement if, in the judgment of the DPSS Director:

- a. Contractor fails to timely provide and/or satisfactorily perform any Tasks, Subtasks, Deliverables, goods, Services and other work, required under this Agreement, and Contractor fails to fully remedy such failure within thirty (30) Days after notice is given to Contractor of such failure; or
- b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) Days (or such longer period as County may authorize) after receipt of notice from County specifying such failure; or
- c. Contractor has otherwise materially breached this Agreement, and in the sole and absolute judgment of the DPSS Director, such breach: (i) is not capable of being cured; or (ii) is of a nature that permitting a cure period is inapplicable. However, in the event that the DPSS Director in his sole and absolute discretion permits Contractor to cure such breach, then such breach shall be fully remedied within thirty (30) Days after notice is given to Contractor of such breach and opportunity to cure.

19.40.2 In the event that County terminates this Agreement in whole or in part as provided in this Subparagraph 19.40 (Termination for Default), County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any, and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to

the extent not terminated under the provisions of Subparagraph 19.40 (Termination for Default).

19.40.3 Except with respect to defaults of any Subcontractor/subcontractor, Contractor shall not be deemed to be in default or breach hereunder or liable for its failure to perform this Agreement to the extent such failure arises out of causes beyond the reasonable control of Contractor (a "Force Majeure Event"). Such Force Majeure Events are: (i) acts of God or the public enemy, (ii) acts of County in either its sovereign or contractual capacity, (iii) acts of federal or state governments in their sovereign capacities, (iv) fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, and (v) acts of third parties with whom Contractor has no written or oral contractual arrangement, or who do not provide directly or indirectly Work, provided however such acts cannot be reasonably prevented by Contractor. If the failure to perform is caused by the default of a Subcontractor/subcontractor, and if such default arises out of causes beyond the reasonable control of either Contractor or Subcontractor/subcontractor, Contractor shall not be liable unless the goods or Services to be furnished by Subcontractor/subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 19.40.3, the terms "Subcontractor"/"subcontractor" and "Subcontractors"/"Subcontractors" mean Subcontractors/subcontractor(s) at any tier.

19.40.4 If, after County has given notice of termination under the provisions of this Subparagraph 19.40 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of Subparagraph 19.42 (Termination for Insolvency), or that the default was excusable under the provisions of Subparagraph 19.40.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 19.39 (Termination for Convenience).

19.40.5 The rights and remedies of County provided in this Subparagraph 19.40 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 19.41 Termination for Improper Consideration

19.41.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment, or extension

of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

19.41.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County Project Manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

19.41.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment or tangible gifts.

#### 19.42 Termination for Insolvency

19.42.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if Contractor has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- c. The appointment of a receiver or trustee for Contractor; or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

19.42.2 The rights and remedies of County provided in this Subparagraph 19.42 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 19.43 Termination for Non-Adherence Of County Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.



#### 19.44 Termination for Non-Appropriation Of Funds

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Agreement in County's budget for each such future Fiscal Year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Agreement is subject to partial or full termination as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor of any such funding limitation at the earliest possible date. Upon termination for convenience or lack of funding, Contractor will be paid for all Services performed by Contractor and accepted pursuant to the Acceptance process by County as of the termination date as set forth in Exhibit D.1 (Pricing Schedule).

#### 19.45 Validity

If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby.

#### 19.46 Waiver

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 19.46 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 19.47 Warranty Against Contingent Fees

19.47.1 Contractor warrants that no Person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor, for the purpose of, securing business.

19.47.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 19.48 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Contractor shall complete the certification in Exhibit Q (Charitable Contributions Certification). By

requiring contractors to complete the certification in Exhibit Q (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Agreement, subjecting it to either Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

#### 19.49 Facsimile Representations

County and Contractor hereby agree to regard facsimile presentations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 5.15 (Change Notices and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" version of such documents.

#### 19.50 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County's Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors/subcontractors, if any, to post this poster in a prominent position in the Subcontractor's/subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

#### 19.51 Notice To Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit P (Safely Surrender Baby Law) of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### 19.52 **Intentionally Omitted**

#### 19.53 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Agreement must be shredded and not put in trash containers when Contractor

disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.


Documents for record and retention purposes in accordance with Subparagraph 19.34 (Record Retention and Inspection/Audit Settlement) of this Agreement are to be maintained for a period of five (5) years.

#### 19.54 Performance

The obligations of Contractor set forth in this Agreement will be performed by Electronic Data Systems Corporation and its wholly-owned subsidiaries, and all references to EDS, Contractor or Proposer in this Agreement shall be deemed to include all such subsidiaries.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: ELECTRONIC DATA SYSTEMS  
CORPORATION (EDS)

By   
Name: Stuart L. Bailey  
Title: Vice President, State and Local Government Health  
Services West

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors


ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.  
County Counsel

By   
Richard D. Bloom  
Senior Deputy County Counsel

**EXHIBIT A - STATEMENT OF WORK (SOW)  
AND TECHNICAL EXHIBITS**

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## 1.0 SCOPE OF WORK

### 1.1 Introduction

- 1.1.1 Contractor shall fully perform, complete and deliver all Tasks, Subtasks, Deliverables, goods, Services and other work, as set forth below or in any attached or referenced document, in full compliance with this Agreement and Exhibit A (Statement of Work (SOW) and Technical Exhibits).
- 1.1.2 The general scope of work to be performed under this Agreement shall include providing the System Hardware and System Software products necessary to successfully maintain and support the System with no loss or reduction of Services. Contractor shall plan, report, and control the Work; identify, track and resolve problems and issues; and implement quality assurance procedures to ensure that proper controls exist and are in use. Contractor shall meet all County requirements as set forth in this Agreement including the Service requirements specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).
- 1.1.3 Following are categories of Work and/or Services to be performed by Contractor under this Agreement. Specific Tasks, Subtasks and Deliverables are detailed further in this document.
  - A. Project Management** — Activities associated with providing Project Management Services to County under this Agreement. This shall require Contractor to plan, report, and control the Work specified in this Agreement and Exhibit A (Statement of Work (SOW) and Technical Exhibits); identify, track and resolve problems and issues; and implement quality assurance procedures to ensure that proper Project Management Services exist and are in use.
  - B. System and Data Center Services** — Activities associated with System Transition and providing and operating a fully operational Data Center, Project Office, Mail Management Facility, Help Desk facility, Enterprise Connection Hardware and Back-up Site for the System. All Work shall be performed according to County's requirements, utilizing all appropriate hardware (e.g., servers, workstations, printers, etc.), software (e.g., operating systems, databases, applications, antivirus, monitoring tools, project management tools, utilities, etc.) and technology (e.g., networking, tools, utilities, etc.).

- C. System Maintenance and Operational Support** — Daily activities associated with monitoring System operational performance, eliminating Deficiencies, providing Updates, developing Modifications and/or Enhancements, supporting all System Interfaces, and providing preventive maintenance for the System. System Maintenance and Operational Support includes all of the Services set forth herein for the System and for any Modifications and/or Enhancements to the System. Contractor shall measure System performance against the Performance Requirements Standards (PRS) Chart set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).
- D. Intentionally Omitted**
- E. Intentionally Omitted**

## **2.0 WORK PERFORMANCES**

### **2.1 Work – General Considerations**

All Tasks, Subtasks, Deliverables, goods, Services and other work shall be performed in the forty-eight (48) contiguous United States. Contractor acknowledges that it must complete all Work required under this Agreement in order to complete and deliver all Deliverables. All Deliverables are set forth in this Statement of Work (SOW) and Technical Exhibits document.

### **2.2 Intentionally Omitted**

### **2.3 Deliverables**

Deliverables are any Tasks, Subtasks, activities, goods, Services, items and/or any other types of legal consideration of any nature whatsoever, which is to be provided and/or is provided by Contractor under this Agreement.

### **2.4 Professional Services**

At County's written request, Contractor shall provide Professional Services that may include hardware, software and other consulting services which are beyond the scope of System Maintenance and Operational Support and Modifications and/or Enhancements, for which the Fees are specified in the Pool Dollar amounts listed in Exhibit D.1 (Pricing Schedule), Professional Services worksheet. Contractor's rates for Professional Services shall not increase above the Blended Fixed Hourly Rates set forth in Exhibit D.1 (Pricing Schedule) during the Term of this Agreement.

### **3.0 RESPONSIBILITIES**

County's and Contractor's administrative responsibilities are as follows:

#### **3.1 COUNTY**

##### **3.1.1 Furnished Items**

All County furnished items are provided by County only for the Term of this Agreement, and solely for the performance of this Agreement. County will provide, at no cost to Contractor, the following information resources:

3.1.1.1 Lotus Notes or other e-mail access to each Contractor staff deemed essential by County;

3.1.1.2 Automated service request tracking application access to each Contractor staff who in County's discretion requires such access;

3.1.1.3 DPSS User Contract forms that Contractor shall ensure are completed by all employees working under this Agreement to ensure the System is safeguarded against misuse;

3.1.1.4 Connectivity to the Los Angeles County Enterprise Network (LANet/EN), including any related network hardware at the Contractor- provided Gateway;

3.1.1.5 Any additional information technology resources deemed necessary by County; and

3.1.1.6 Master hard copies and/or camera-ready original forms for Notice of Actions and all materials (e.g., stuffers, maps, etc.) printed in County's required languages: Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish, Vietnamese, and Tagalog. County reserves the right to add other languages as necessary to meet federal, state and County requirements.

#### **3.2 CONTRACTOR**

##### **3.2.1 Materials and Equipment**

The purchase or lease of all System Hardware and any Commercially Available Software, materials and equipment required to provide the Services under this Agreement, is the responsibility of Contractor. Contractor shall use materials and equipment that is safe for the environment and safe for use by the employee.

All System Hardware and any Commercially Available Software, equipment and tools used to operate and support the System, must be approved by County before implementation.

### 3.2.2 Training

Contractor shall provide training programs for all new employees, continuing in-service training for all employees, and have an active recruitment program which shall ensure staff turnover is promptly addressed.

### 3.2.3 Independent Verification and Validation (IV&V) Contractor

If County elects to use the services of an IV&V contractor, Contractor shall cooperate and work with IV&V contractor and provide any and all Work Products developed by Contractor required by the IV&V contractor.

#### **4.0 TASKS AND DELIVERABLES**

This SOW specifies Tasks, Subtasks and Deliverables that Contractor shall perform and include the following areas of responsibility:

- A. Project Management
- B. System and Data Center Services
- C. System Maintenance and Operational Support
- D. **Intentionally Omitted**
- E. **Intentionally Omitted**

To accomplish Tasks, Subtasks and Deliverables specified in this SOW, Contractor shall work collaboratively with a number of different County key stakeholders including, at a minimum, DPSS, County's Internal Services Department (ISD), County departments, external agencies and other current County contractors.

##### **A. PROJECT MANAGEMENT**

Contractor shall provide Project Management Services to County. Contractor shall plan, report, and control the Work specified in this Agreement including Exhibit A (Statement of Work (SOW) and Technical Exhibits); identify, track and resolve problems and issues; and implement quality assurance procedures to ensure that proper Project Management controls exist and are in use. The Project Management Services implemented shall ensure that all Tasks, Subtasks and other work are performed in a timely manner.

##### **Task A.1.0 — Establish Project Management Services**

Throughout the Term of this Agreement, Contractor shall provide full Project Management Services of Project activities. These include:

- a. Coordination with County to ensure that all Tasks, Subtasks, Deliverables, goods, Services and other work are performed in a timely manner;
- b. Management of Contractor staffing and personnel matters;
- c. Project planning and direction;
- d. Development and general System issues resolution; and
- e. Quality assurance reviews and approval processes, including quality control checks to be accompanied with a signed statement certifying that a quality assurance review has been performed and completed for each Deliverable.

Project Management Services shall include the following components:

- a. Quality Control Plan;
- b. Operational Security Plan; and
- c. Complaints of County Plan.

### **Deliverable – A.1.0 - Project Management Services**

Throughout the Term of this Agreement, Contractor shall provide full Project Management Services of Project activities as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

#### **Subtask A.1.1 — Intentionally Omitted**

#### **Subtask A.1.2 — Intentionally Omitted**

#### **Subtask A.1.3 — Intentionally Omitted**

#### **Subtask A.1.4 — Quality Control Plan (QCP)**

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) that ensures County receives a consistently high level of Service throughout the Term of this Agreement. The QCP shall be submitted to County for review and approval.

The plan shall thoroughly describe Contractor's approach to quality assurance. This plan shall include, at a minimum, the following:

- a. The method for ensuring Tasks, Subtasks, Deliverables, goods, Services and other work requirements defined under this Agreement are provided at or above the level of quality approved by County.
- b. The method for ensuring that the professional staff rendering Services under this Agreement has the necessary qualifications.
- c. The method for identifying, preventing and/or addressing Deficiencies in the quality of Service before the performance levels becomes unacceptable to County.
- d. A commitment to provide to County with, upon request, a record of all issues or problems identified, and the corrective action(s) taken. The records shall specify when the problem or issue is first identified (i.e. time and date), provide a clear description of the problem, and record the time elapsed between identification of the problem and the time the corrective action was successfully completed.
- e. The method for continuing to provide Services to County in the event of a strike or other labor action by Contractor or its Subcontractor employees.
- f. The method for safeguarding the integrity of the System. The method shall require Contractor to implement all appropriate security measures.

#### **Deliverable A.1.4 — Quality Control Plan (QCP)**

The QCP shall be updated semi-annually and maintained throughout the Term of this Agreement. The QCP shall be submitted to County as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

#### **Subtask A.1.5 — Operational Security Plan**

Contractor shall establish and utilize a comprehensive Operational Security Plan to ensure County receives a consistently high level of Service throughout the Term of this Agreement. The Operational Security Plan shall be submitted to County for review and approval.

This plan shall include, at a minimum, the following:

- a. The method for ensuring safety of all employees (i.e. Contractor, County and/or partnering agencies) and the general public visiting Contractor's Project Office.
- b. The method for continuing to provide and implement all security measures to ensure the confidentiality of all System Data files, and all equipment is secure. Contractor shall also provide and implement any additional security measures required by County. Contractor's security measures shall require County's approval.
- c. The method for safeguarding the integrity of all County systems by ensuring that all Contractor's employees comply with and execute DPSS's User Contract. Contractor shall obtain an executed form from each employee providing Services under this Agreement and deliver the form to County. In addition, Contractor shall ensure that Contractor's staff no longer working under this Agreement shall have their computer accounts deleted.

#### **Deliverable A.1.5 — Operational Security Plan**

The Operational Security Plan shall be updated semi-annually and maintained throughout the Term of this Agreement. The Operational Security Plan shall be submitted to County as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

#### **Subtask A.1.6 — Complaints of County Plan**

Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints originated from County Project Manager or his designee. Within thirty (30) Business Days after Agreement Effective Date, Contractor shall provide to County for approval Contractor's policy for receiving, investigating and responding to complaints. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within thirty (30) Business Days. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

This plan shall include, at a minimum, the following:

- a. The procedure for preliminarily investigating all complaints and notifying County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- b. The method for resolving complaints when complaints can not be resolved informally. Contractor shall develop a system of



follow-through which adheres to formal plans for specific actions and strict time deadlines. Contractor shall provide copies of all responses to County Project Manager within three (3) Business Days of the complaint.

**Deliverable A.1.6 — Complaints of County Plan**

The Complaints of County Plan shall be updated semi-annually and maintained throughout the Term of this Agreement. The Complaints of County Plan shall be submitted to County as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

## **B. SYSTEM AND DATA CENTER SERVICES**

Contractor shall provide all System Transition services. In addition, Contractor shall be responsible for providing and operating a fully operational Data Center, Project Office, Mail Management Facility, Help Desk facility, Enterprise Connection Hardware and Back-up Site for the System. All Work shall be performed according to County's requirements, utilizing all appropriate hardware (e.g., servers, workstations, printers, etc.), software (e.g., operating systems, databases, applications, antivirus, monitoring tools, project management tools, utilities, etc.) and technology (e.g., networking, tools, utilities, etc.).

### **TANF Reauthorization**

With the Reauthorization of TANF - California's CalWORKs Program - effective October 1, 2006, Congress is requiring States and counties to meet a 50% work participation rate. This means that 50% of CalWORKs aided adults (with limited federal exceptions), as well as Sanctioned adults, and time-limited adults who have exceeded the 60-month TANF time limit, need to be working or in a Welfare-to-Work activity<sup>1</sup>.

If the 50% requirement is not met, states and counties may face significant penalties. Therefore, in response to this legislation, the County immediately began working with external partners, including community colleges, advocates, and others to identify ways to increase the work participation rates. The following are among the changes implemented in fiscal year 2006/2007: (a) combining OAP and Job Club in order to eliminate the wait time for Participants; (b) reducing the GAIN Services Worker caseload from 115 to 90; (c) early intervention and up-front engagement with Sanctioned Participants; (d) expanding home visits; (e) generating appointment letters that reduce the time gap between activities; (f) providing computer access for LA County Office of Education staff to reduce communication delays; (g) creating new short-term bridge-the-gap programs to reduce time between educational components; and (h) more intense monitoring of caseloads.

The state's all County Information Draft Notice (included in the County's Diligence Materials/Diligence Library), identifying TANF Reauthorization requirements, necessitated GEARS enhancements are completed. Any further TANF Reauthorization changes required at any time by state mandate(s) or other law(s) or regulation(s) shall be incorporated into the System by utilizing the Modifications and/or Enhancements hours.

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<sup>1</sup> The Reauthorization maintains the original 1996 welfare reform law's requirement that 50 percent of a state's welfare caseloads fulfill statutory work requirements. However, prior to the reauthorization, a caseload reduction credit allowed states to reduce their work requirement by their caseload decline since 1996. As most states experienced dramatic caseload declines, the credit had virtually eliminated the work participation for most states. With the reauthorization of TANF, the caseload reduction credit has been recalibrated; replacing the FY 1995 base year with a base year of 2005, and a loophole to include separate state programs in the work calculation has been closed. These changes effectively re-implement a meaningful state work participation rate requirement as envisioned by the architects of welfare reform in 1996.

### **Task B.1.0 — Develop Detailed Transition (Entrance) Plan**

Contractor shall prepare a detailed System Transition (Entrance) Plan consistent with the current vendor's transfer plan as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 3 (Current Vendor's Transfer Plan), to ensure that the System remains operational and continues to meet all County's requirements. Reference to "County designee" in Technical Exhibit 3 (Current Vendor's Transfer Plan) shall mean and refer to Contractor. The Transition (Entrance) Plan shall include, at a minimum:

- a. The location of the Data Center site which shall be located within the forty-eight (48) contiguous United States;
- b. The proposed schedule for installing network System Hardware at the Data Center and Project Office. The proposed schedule shall ensure there is no loss or reduction of Services;
- c. The procedures/processes required to transfer, install, and test all network System Hardware, System programs, System Data files, System Interfaces and System online and Batch Processing. Refer to Technical Exhibits in Exhibit A (Statement of Work (SOW) and Technical Exhibits). The process shall ensure the integrity of the files;
- d. The location of the Project Office which shall be located in Los Angeles County within a twenty (20) mile radius of the DPSS Eligibility System Division located at 9320 Telstar Avenue, El Monte, CA 91731;
- e. The location of the Mail Management Facility, which shall be located within Contractor's Project Office or located within Los Angeles County. (For the detail regarding to the Mail Management Services, refer to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 4 (GEARS General Technical and System Environment), Technical Exhibits 11 (Volumes (Other)), and Technical Exhibit 12 (Archived Data Volumes and Summary));
- f. The installation and testing of all Enterprise Connection Hardware to provide connectivity from the LANet/EN (with ISD participation) to the Data Center, Project Office, Mail Management Facility, Help Desk facility and Back-up Site; and
- g. All other activities deemed essential by Contractor for the successful transfer and operation of the System.

### **Deliverable B.1.0 — Detailed Transition (Entrance) Plan**

Contractor shall submit a detailed Transition (Entrance) Plan to County for approval. The detailed Transition (Entrance) Plan shall be submitted by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table). Contractor shall refer to the current vendor's transfer plan in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 3 (Current Vendor Transfer Plan) for developing a detailed Transition (Entrance) Plan for the System.

**Task B.2.0 - Define, Document Data Center Preparation Requirements, Provide and Install all System Hardware and System Software**

Contractor shall define and document all site preparation requirements for installation of System Hardware in the Data Center. The System Hardware shall meet County's requirements (see Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 4 (GEARS General Technical and System Environment) for listing of required current System Hardware). All System Hardware shall require County's approval. Contractor shall coordinate and cooperate with County to ensure completion of the installation within the approved schedule.

Contractor shall provide and install scalable System Hardware for all System environments (i.e., development, test, production, reporting and training), including any related software (e.g., System Software, etc.) at the Data Center to support the System. Contractor's network System Hardware shall be in accordance with the System Hardware requirements specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 4 (GEARS General Technical and System Environment), Technical Exhibit 11 (Volumes (Other)), and any other related Technical Exhibits. Contractor shall install network connectivity between the System Processing Site(s) and the ISD Downey data center and ISD Eastern back-up site, including connectivity to the Gateway.

**Deliverable B.2.0.a — Site Preparation Plan for the Data Center**

Contractor shall provide a detailed description of the site preparation plan for the Data Center. Contractor shall complete the site preparation plan for the Data Center site by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Deliverable B.2.0.b — Data Center, System Hardware and System Software Certification**

Contractor shall certify, in writing, on corporate letterhead signed by the Contractor's Project Director, that the Data Center, System Hardware and System Software will meet all of the Specifications and the PRS.

**Deliverable B.2.0.c — Provide and Install all System Hardware**

Contractor shall provide and install all the required System Hardware, network connectivity and utilities necessary to operate the System, by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Deliverable B.2.0.d — Provide and Install all System Software**

Contractor shall provide and install all required System Software including, all database management and communications network software and System utilities necessary to operate System Software environments, such as development, test, production, reporting and training, by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

### **Task B.3.0 — Establish a Local Project Office and Mail Management Facility**

Contractor shall establish a Project Office, and Mail Management Facility which shall be located within County of Los Angeles. Contractor shall be fully responsible for securing and maintaining this Project Office, and Mail Management Facility throughout the Term of this Agreement. Contractor shall provide necessary hardware, software, and other equipment for the Project Office and Mail Management Facility. In addition, Contractor shall meet the following minimum requirements:

- a. Provide the Project Office which is located in Los Angeles County within a twenty (20) mile radius of the DPSS Eligibility System Division located at 9320 Telstar Avenue, El Monte, CA 91731, where the entire development team will reside;
- b. Provide the Mail Management Facility which is located within Contractor's Project Office or located within Los Angeles County;
- c. Provide a Help Desk facility to be located within Contractor's Project Office;
- d. Provide security, building maintenance, office management, heating and air-conditioning and parking for Contractor staff, Subcontractors, and others as appropriate;
- e. Provide conference facilities and ample space for Contractor development team and temporary County testing use for up to 5 persons (County users). These conference facilities shall include appropriate furniture and equipment such as PC projectors, and conference phones, etc.;
- f. Provide adequate electrical lines, isolated grounded data drops, phone ports, LANs and connectivity to the Los Angeles County Enterprise Network (LANet/EN), Internet access, County Intranet access, DPSS e-mail or other e-mail access using software versions which are compatible to County's current usage;
- g. Provide software licensing to Project team members, County and other contractors, as appropriate, to perform assigned tasks;
- h. Provide temporary space, equipment and vendor support for UAT and training of ESD staff;
- i. **Intentionally Omitted;**
- j. **Intentionally Omitted.**

#### **Deliverable B.3.0.a— Project Office and Mail Management Facility Plan**

Prior to securing a lease, Contractor shall provide a Project Office and Mail Management Facility plan for County's approval and host a site visit by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

### **Deliverable B.3.0.b—Project Office and Mail Management Facility Lease and Acceptance**

Upon County's approval of the Project Office and Mail Management Facility plan and the location(s), Contractor shall provide a copy of the executed Project Office and Mail Management Facility lease(s). The lease shall be submitted to County by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table). In the event of a proposed change in Project Office and Mail Management Facility location(s), Contractor shall obtain County approval prior to securing a new location(s) and lease(s).

### **Task B.4.0 — Establish Help Desk Procedures for Technical Support**

Contractor shall provide a plan and the procedures for Contractor's staff to perform technical support and Help Desk Services and operations. Contractor shall provide and maintain Help Desk hardware and software, to assist Users for all technical support questions (excluding functional questions which are the responsibility of County), problems and issues. Contractor shall identify and document the structure and functions of a permanent Help Desk, which shall provide on-going training of help desk staff and assist County in system problem resolution. Refer to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 4 (GEARS General Technical and System Environments) and Technical Exhibit 9 (Help Desk Statistical Report). Contractor shall provide Help Desk access to Contractor technical support staff who can answer technical questions related to the use of the System or solutions to technical problems. Contractor shall provide toll-free phone number(s) to effectively handle the Help Desk call volumes. Contractor's toll-free Help Desk shall be available to County during the scheduled availability of the System. Contractor shall provide Help Desk Services, operations and technical support for the System throughout the Term of this Agreement. Contractor's Help Desk facility and Contractor's technical support staff who provide Help Desk Services shall be located within the Project Office.

### **Deliverable B.4.0 — Help Desk Technical Support Plan**

Contractor's Help Desk technical support plan shall be provided to County by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table). Contractor's Help Desk technical support plan shall include the following:

- a. Help Desk access to Contractor technical staff who can answer questions in English on the use of the System and provide solutions to operational problems. Contractor shall provide toll-free phone number(s) for calls to the Help Desk;
- b. A thorough description of the functions to be performed by the Help Desk;
- c. The staffing requirements and organizational structure of the Help Desk;

- d. Documentation pertaining to call volumes and operational problem resolutions; and
- e. A complete set of procedures for the operation of the Help Desk.

**Task B.5.0 — Develop, Test and Implement a Disaster Recovery Plan and Include a Back-up Site**

Contractor shall provide a Back-up Site approved by County that is located in an environmentally stable and mutually agreed upon location within the forty-eight (48) contiguous United States and at least twenty (20) miles outside of Los Angeles County. The System shall have a Disaster Recovery Plan that includes the following:

- a. Multiple disaster recovery tests to be performed or conducted in phased increments during System Transition;
- b. A plan that would allow the System to fully use the Back-up Site until the Data Center is restored (e.g., enables all Users to access the Back-up Site);
- c. Comprehensive documentation and instructions for data recovery and restore processes;
- d. Roles and responsibilities of Contractor's staff assigned to implement the disaster recovery procedures;
- e. Current information needed to contact pertinent disaster recovery personnel responsible for initiating the Disaster Recovery Plan;
- f. Escalation procedures to be followed during disaster recovery operations;
- g. Off-site secure location to store a copy of the Disaster Recovery Plan and backup portable media;
- h. Annual disaster recovery tests to be performed during the Term of this Agreement;
- i. Connectivity via LANet/EN;
- j. Updates to/from LEADER and other systems, as required by County; and
- k. Back-up Site that shall be fully operational and accessible to Users within twenty-four (24) hours of notification of the occurrence of the disaster.

**Deliverable B.5.0 — Disaster Recovery Plan and Back-up Site Installation**

Contractor shall provide a Back-up Site and Disaster Recovery Plan that specifies:

- a. The location of the Back-up Site;
- b. The performance capabilities of the Back-up Site, including the means by which Contractor shall measure and test the Back-up Site's ability to meet County's PRS;
- c. Installation schedule, including roles and responsibilities of Contractor, Subcontractors and County;

- d. Schedule of multiple disaster recovery tests to be performed in phased increments during System Transition;
- e. Schedule for performing annual disaster recovery test; and
- f. Multiple tests for transferring the Back-up Site to the Data Center production environment at the end of the disaster. Contractor shall also specify the strategy to be followed for incrementally storing data at the Back-up Site and for transferring data back to the Data Center production environment.

County will consider this Deliverable complete, and will execute the Task Deliverable Acceptance Certificate, upon successful testing and implementation of the System's Back-up Site and upon receiving a confirmation that the Back-up Site meets the performance requirements outlined in County's PRS. Contractor shall complete this Deliverable by the date specified in Exhibit A (Statement of Work (SOW), and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Task B.6.0 —Intentionally Omitted**

**Task B.7.0 —Intentionally Omitted**

**Task B.8.0 —Intentionally Omitted**

**Task B.9.0 — Develop System Test Plan, Conduct and Report Results of System Test**

Contractor shall develop System Test plans, conduct System Tests, and prepare a final results report of System Tests after successful completion of all System Tests. The System Tests shall commence upon approval of the System Test plan.

Contractor shall utilize HP LoadRunner software test tools, other test procedures, and existing utilities as necessary for conducting the tests. Contractor shall verify and document all data elements and functional requirements are performed as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) and Exhibit B (Statement of Requirements (SOR)). This documentation shall require County approval.

**Subtask B.9.1 — Develop System Test Plan and Conduct System Test**

Contractor shall prepare and execute the System Test plan and provide the information required to conduct the System Tests as detailed in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 17 (System Test Plan Format).

Contractor shall thoroughly test the System and all System related procedures in a controlled environment. Contractor shall create test data for each sub-process and component of the System. All System functionality shall be successfully executed at least once during the System Test, prior to submitting to County for approval. Test data shall



be prepared promptly in order to ensure that the System functionality testing is performed when test scripts are executed.

Additionally, Contractor shall introduce test data that exercises logic to deal with "extreme conditions" and "special processing" situations (e.g., negative or zero values, multiple Updates of a database, and missing or incorrect parameters).

Contractor shall document the expected results of each test script prior to running the test, and shall resolve all discrepancies or variances in the test results. Contractor shall present to County Project Manager for approval, documentation to confirm test result variances were resolved prior to continuing the System Test.

a. Specific tests required by County are detailed below:

- Data Center Hardware has been installed and is functioning as required;
- Network Hardware has been installed to allow testing of all functions;
- All System Hardware (e.g., servers, printers, etc.) is installed and operational;
- Enterprise Connection Hardware is installed and operational, including the network management system, and connected to the LANet/EN;
- System Software has been installed;
- The System Test, including System Interfaces, have been successfully executed; and
- The test database has been loaded with test data.

b. **Intentionally Omitted**

c. **Intentionally Omitted**

d. **Intentionally Omitted**

e. **Intentionally Omitted**

f. **Intentionally Omitted**

g. **System Integration Test**

Contractor shall execute a System Integration test, which is a systematic, incremental approach to the assembly and testing of the System Hardware, System Software, and communications components of the System.

h. **Performance Tests**

Contractor shall execute performance tests to determine and resolve performance Deficiencies until such point as the System successfully meets County's PRS, set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).

i. **Regression Test**

Contractor shall develop and execute on-going regression tests to determine and resolve any negative impacts of coding changes on System functionality and System Data.

j. **Security Tests**

Contractor shall demonstrate the System's ability to meet County's security requirements as specified in Exhibit B (Statement of Requirements (SOR)).

Contractor shall use test data initially, then follow up with production data, and all results shall be verified and subject to approval by County.

**Deliverable B.9.1.a — System Test Plan**

Contractor shall develop the System Test plan in accordance with the components specified in Subtask B.9.1 (Develop System Test Plan and Conduct System Test). Contractor shall submit the System Test plan for County approval by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Deliverable B.9.1.b — Conduct System Test**

Contractor shall conduct the System Test as specified in the System Test plan to verify the System performs all the required functionalities and data processing for all components. Contractor shall complete the System Test by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Subtask B.9.2 — Prepare and Provide System Test Report**

Contractor shall prepare and provide for County's approval, System Test final report documenting the performance evaluations and test results of all System Tests conducted in accordance with the requirements specified in Subtask B.9.1 (Develop System Test Plan and Conduct System Test).

**Deliverable B.9.2.a — Intentionally Omitted**

**Deliverable B.9.2.b — System Test Final Results Report**

Contractor shall conduct the System Tests in accordance with the requirements specified in Task B.9.0 (Develop System Test Plan, Conduct and Report Results of System Test) and related Subtasks found therein. Contractor shall deliver to County a System Test final results report by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

### **Task B.10.0 — Develop User Acceptance Tests (UAT) Plan, Conduct and Report Results of UAT**

Upon County approval of the successful completion of the System Test, Contractor shall prepare a detailed UAT plan, actively participate with County in conducting and monitoring UAT to ensure the System is fully functional, and prepare final test reports of all UAT.

The System Test must be successfully performed prior to the UAT. Specific UAT requirements are summarized below:

- a. **System Hardware:** Contractor shall provide all additional County-approved System Hardware required to implement the System over LANet/EN. All System Hardware must have passed preliminary performance tests, as required by the System Tests. Should the tested System Hardware not meet the functional performance requirements set forth in Exhibit B (Statement of Requirements (SOR)), System Hardware, which meets all functional performance requirements, shall be acquired, tested, and installed by Contractor at no cost to County.
- b. **System Software:** The System Test must be successfully performed prior to the UAT. All System Software shall meet the functional requirements set forth in Exhibit B (Statement of Requirements (SOR)). All System Software shall be installed by Contractor before the System Test can begin.
- c. **Reporting Systems Tests:** UAT shall include a test of the reporting system. These tests shall include the generation of Ad Hoc Reports and production reporting capabilities. The list of the production reports, which is found in the Diligence Materials/Diligence Library (Production Schedule), may be changed by County in its sole discretion.
- d. **Demonstrated Ability to Meet PRS:** Contractor shall demonstrate the ability of the System to comply with the PRS set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).
- e. **User Acceptance Test Sites:** UAT shall be conducted at a County selected site(s).
- f. **User Acceptance Test Staff Support:** Contractor shall provide Full-time on-site staff support during UAT as well as assign qualified personnel to promptly correct Deficiencies.

#### **Subtask B.10.1 —Develop UAT Plan**

Contractor shall prepare the UAT plan to include, at a minimum, the following:

- a. A description of the scope of System testing required to support System functionality, including:
  - Testing process for Data Warehouse; and
  - Testing for web reporting servers.

- b. Detailed descriptions of the purpose and expected results of each UAT;
- c. Test scripts that are clear and easy to execute, produce relevant expected results, and have clear measurable outcomes;
- d. **Intentionally Omitted;**
- e. Test case scenarios and results consistent with those specified in Task B.9.0 (Develop System Test Plan, Conduct and Report Results of System Test);
- f. Descriptions of County's and Contractor's roles in performing UAT;
- g. A description of how Users access the System to conduct UAT, including access to the System via LANet/EN, County Intranet from multiple sites;
- h. Conducting additional and/or substitute tests as required by County or if the primary UAT plan proves to be unsatisfactory;
- i. A matrix of tests and a schedule of tests to be performed; and
- j. An explanation of the entry and exit criteria for each of the testing phases. All the information from each of the testing areas shall be captured and tracked in one central database.

The UAT plan shall provide a method to allow County's and Contractor's staff to document and report that all the System requirements are met. The completeness and accuracy of all reports shall be verified and approved by County. Contractor shall be responsible for ensuring the System conforms to and meets the PRS as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibit), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) and meets all the requirements specified in Exhibit B (Statement of Requirements (SOR)).

#### **Deliverable B.10.1 — UAT Plan**

Contractor shall develop the UAT plan in accordance with Subtask B.10.1 (Develop UAT Plan). The UAT plan shall include a process for testing User access to the System via LANet/EN, County's Intranet, from all County's Network Sites.

Contractor shall submit the UAT plan upon County's approval by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

#### **Subtask B.10.2 — Conduct and Report Results of UAT**

Upon County approval of the UAT plan, Contractor shall actively participate with County in conducting and monitoring the UAT to ensure the System is fully functional as specified in Exhibit B (Statement of Requirement (SOR)) and meets County's PRS as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart), and prepare final test reports of all UAT. County and Contractor shall conduct

UAT as specified in UAT plan to verify that the System performs all the required functionalities and data processing. County's and Contractor's staff shall perform the tests using only data and volumes, which are of representative size and complexity of the System Data. The testing plan shall include automated processes. These automated processes shall be utilized for initial testing as well as for subsequent re-testing. For each test conducted, Contractor shall record all the test results and prepare the reports, which include a record of all successes, failures and corrective actions taken.

The UAT shall include, at a minimum, the objectives listed in Task B.10.0 (Develop User Acceptance Tests (UAT) Plan, Conduct and Report Results of UAT), and Subtask B.10.2. (Conduct and Report Results of UAT). Contractor shall maintain all UAT results in a database, accessible to the UAT team to track and report the status of the UAT. As part of the testing plan, the System shall store and track the manual data entries made to the System so that if testing needs to be re-started, or if regression testing needs to be conducted, at any time, the history of the real-time data entries can automatically be executed and recorded on the database.

The database shall contain, at a minimum, detailed information such as problem descriptions, when they were submitted and resolved, and other information such as resolution alternatives, number of approvals made, testing completed and implementation dates.

In the event of missing or improperly operating functions, loss of data or reduction of Services as determined by County Project Manager, Contractor shall be notified by County, to correct the function within five (5) Days of the notification date. Should functional Deficiencies occur, that portion of the UAT shall be halted and the capability of said function shall be restored by Contractor. Other portions of the test, not affected by the functional Deficiency, shall continue to be conducted. When the Deficiency has been corrected, that portion of the UAT shall be restarted and the restored function re-tested.

Contractor shall verify and document that the System performance meets County's Specifications and County's PRS without any Deficiencies for a period of two (2) consecutive months prior to County's Acceptance of Deliverable B.10.2.c (UAT Final Results Report). If any such Deficiencies exist at the end of the two (2) month period, the time period shall be extended until all the Deficiencies are corrected, tested and approved by County.

#### **Deliverable B.10.2.a — Conduct UAT**

Contractor shall actively participate with County in conducting and monitoring the UAT as specified in UAT plan. During UAT, Contractor shall work with County to test, at a minimum, the following:

- a. Web pages and screens - web pages and screens shall be tested to ensure that navigation, security levels, fixed data, variable data, fields, keyboard function keys and buttons are functioning correctly;
- b. Tables - all tables shall be compared to current production tables running in the System;
- c. Processes - the major web server processes within the System shall be tested, including processes for Data Warehouse and web reporting;
- d. Data Files - data files shall be compared to current production files running in the System;
- e. **Intentionally Omitted;**
- f. **Intentionally Omitted;**
- g. Load/Performance test results will be provided to demonstrate that the System can perform under all "extreme" situations including assimilating projected full load, data entries, and transactions.

**Deliverable B.10.2.b — Intentionally Omitted**

**Deliverable B.10.2.c — UAT Final Results Report**

Contractor shall provide the UAT final results report that addresses all items documented during UAT. This final report shall include a comprehensive report to County on the overall status of the System performance and provide documentation to verify that the System's performance meets County's Specifications and County's PRS without any Deficiencies. This report is due by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

Contractor shall verify and document that the System performance meets County's Specifications and County's PRS without any Deficiencies for a period of two (2) consecutive months prior to County's Acceptance of this Deliverable B.10.2.c (UAT Final Results Report). If any such Deficiencies exist at the end of the two (2) month period, the time period shall be extended until all the Deficiencies are corrected, tested and approved by County.

**Task B.11.0 — Develop and Execute the Turnover/Transition (Exit) Plan**

Contractor shall develop and provide the Turnover/Transition (Exit) Plan for the System along with the accompanying documentation (e.g., updated source programs, table loading sequences, software, and data files, including record layouts of the unloaded data files, etc.) according to the format and type of media County requests.

At a minimum, Contractor's responsibilities shall include:

- a. Developing a detailed System Turnover/Transition (Exit) Plan, including up to six data downloads, to a mutually-agreed-upon format;
- b. Identifying the resource requirements to transfer the System and Data Center support operations for the System;
- c. Identifying and scheduling review team participants;
- d. Conducting a review of the plan to verify its completeness;
- e. Maintaining and updating the Turnover/Transition (Exit) Plan on an ongoing basis based on changes to the System; and
- f. Keeping an updated Turnover/Transition (Exit) Plan in a shared repository throughout the Term of this Agreement.

**Deliverable B.11.0.a — Turnover/Transition (Exit) Plan**

Contractor shall provide a Turnover/Transition (Exit) Plan by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table). The Turnover/Transition (Exit) Plan shall be updated annually by Contractor and provided to County within thirty (30) Days of County's request.

The Turnover/Transition (Exit) Plan shall include the following:

- a. Resources, commitments and other labor requirements;
- b. Descriptions of the GEARS general technical and System environment (see, for example Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 4 (GEARS General Technical and System Environment);
- c. A transfer schedule, including any dependencies in transferring the System to County or its designee, which ensures that no loss or reduction in Service Requirements occurs;
- d. The procedures/processes, documentation and files required to transfer all System Software including Source Code and Object Code of the System Application Software. The process shall include data test scripts and expected results to ensure the integrity of the files throughout County approved transfer period;
- e. The procedures/processes to support and complete any required data conversion, as determined by County;
- f. A detailed training plan for the transfer of the System;
- g. All other activities determined essential by Contractor for the successful transfer of the System; and
- h. Other information and/or supporting documentation, required by County, related to volumes, file sizes, and trends.

**Deliverable B.11.0.b — Final Turnover/Transition (Exit) Plan**

Contractor shall submit the final Turnover/Transition (Exit) Plan upon County approval by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Deliverable B.11.0.c — Execute System Turnover/Transition Operation with County Designee**

Contractor shall assist County or its designee to conduct a successful transfer based on the approved final Turnover/Transition (Exit) Plan. Contractor shall provide County or its designee thirty (30) Days, or such time as is necessary, at County's discretion, whichever is longer, for the successful transfer of the equipment critical to the operation of the System, such as network connectivity and Data Center support Services, to ensure there is no interruption of the day-to-day operation of the System, prior to expiration or termination of this Agreement.



## **C. SYSTEM MAINTENANCE AND OPERATIONAL SUPPORT**

Contractor shall provide daily Maintenance and Operational Support including, at a minimum, activities associated with monitoring System operational performance, eliminating Deficiencies, providing Updates, developing Modifications and/or Enhancements, supporting all System Interfaces, and providing preventive maintenance for the System. System Maintenance and Operational Support includes all of the Services set forth herein for the System and for any Modifications and/or Enhancements to the System. Contractor shall measure System performance against Performance Requirements Standards (PRS) Chart set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).

### **Task C.1.0 —System Maintenance and Operational Support**

As part of System Maintenance and Operational Support, Contractor shall provide the following Services:

- **Corrective and Emergency Maintenance**

Contractor shall repair all Deficiencies identified during the Term of this Agreement, including all Deficiencies that may have resulted from the following:

- a. User web page and screen changes;
- b. Changes to System Interfaces;
- c. System functional changes;
- d. Recommended database changes;
- e. Modifications to standard query structure;
- f. Report development; and
- g. Operation of Enterprise Connection Hardware.

- **Preventative Maintenance**

Preventative maintenance covers events, which if not addressed proactively, could impact the System in production, including:

- a. Changing business volumes;
- b. Staying on the most current release of System components as approved by County;
- c. Application of System patches;
- d. Bug fixes;
- e. Proactive performance tuning;
- f. Proactive archiving;
- g. Pre-production execution simulation;
- h. Special testing for events, such as County Holidays, end of Fiscal Year, end of calendar year and daylight savings time;
- i. Perform diagnostics on software and Services;

- j. Perform routine System management on applications; and
- k. Recommend Database Management System (DBMS) tuning changes.

- **Adaptive Maintenance**

Adaptive maintenance activities ensure that the System performance is not affected by changes to interfacing applications and systems, new applications or packages and technical environment changes, and Enterprise Connection Hardware which if not addressed proactively, could impact the System in production, including:

- a. Upgrades of software;
- b. Changes and upgrades to Commercially Available Software;
- c. New/changed equipment; and
- d. Interface changes.

- **Perfective Maintenance**

Perfective maintenance activities ensure that the System operates efficiently and meets County's PRS on all Business Days during business hours, including:

- a. Improving general System performance;
- b. Expanding System Data storage capacity;
- c. Improving System Response Time
- d. Maintaining Enterprise Connection Hardware;
- e. Securing System Data archiving capacity;
- f. Improving database performance;
- g. Improving System Data back-up capability; and
- h. Improving System Data/file restoration.

- **Operational Support**

Contractor shall provide daily operational support, including:

- a. Support for System Hardware including network connectivity to LANet/EN, Data Center and the Enterprise Connection Hardware;
- b. Support for required Ad Hoc Reports on demand and production reporting;
- c. Support for maintenance of all System Software;
- d. Support for System Hardware maintenance to meet all the System Hardware requirements and Specifications;
- e. Support for the electronic transfer of data (e.g., interfaces, downloads, reports, extracts, etc.) among Contractor, County and other agencies;

- f. Store mainframe System generated production report jobs for a period of twenty-four (24) months on tape for County's archival and record retention purposes. Report jobs will be stored on tapes and will be retrievable via CA-VIEW mainframe tool;
- g. Compile and maintain System performance documentation, including monthly reports that identify the System's adherence to County's PRS;
- h. Provide procedures for manual and automated data back-up and data/file restoration in the event of System operational failure;
- i. Provide data back-up and data/file restoration pursuant to disaster recovery procedures;
- j. Provide online and Batch Processing;
- k. Provide technical support and technical training to ESD staff;
- l. Respond to all production problems immediately following the initial reporting of the problem by Users;
- m. Provide data security;
- n. Attend monthly meetings to discuss, monitor, manage and minimize the growth of Transactions, Telnet User IDs and print line volumes; and
- o. Provide response to operational support requests made by County.

- **Release Packaging**

Release packaging activities are the activities associated with the packaging of software changes into suitable releases, (i.e., by key application functionality), as approved by County. Software version control, both electronic and manual, is included. Regularity of releases could vary depending upon size and urgency of individual changes having regard for risk mitigation. Contractor shall develop an on-going process for the implementation of a regular twelve (12) month continuing application release timetable that incorporates any associated varied release mechanism. The ongoing process and the initial twelve (12) month timetable for each application are to be approved by County prior to implementation.

- **Technical and User Support**

Technical and User support Services are the activities associated with technical assistance required for the tuning of support applications and utilities for optimal System performance. Contractor's responsibilities associated with technical and User support activities, include:

- a. Provide technical support to all Users;
- b. Assist Help Desk with coordination of User support activities; and
- c. Respond to escalated trouble ticket items in accordance with established procedures.

- **Mail Management Services**

Mail Management Services are the activities associated with processing and mailing of printed materials, and postage and cost tracking. These Services shall include:

- a. Coverage Monday thru Friday from 7:00 a.m. to 7:00 p.m. and Saturday hours from 8:00 a.m. to 4:00 p.m., excluding County Holidays;
- b. Printing of reports, invoices and Participant notices;
- c. Processing and completion of all production jobs (see Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 16 (Cycle Flow));
- d. Mailing of invoices and Participant notices as specified in the PRS;
- e. Support for handling of items requiring only postage, with no inserts, in preparation for mailing;
- f. Folding of pre-printed stuffers in preparation for insertion;
- g. Printing of labels;
- h. **Intentionally Omitted**
- i. Support for Mail Management Services;
- j. Providing procedures for processing and mailing of printed materials including sorting and applying bulk postage rates;
- k. Providing documentation for postage and cost tracking;
- l. **Intentionally Omitted**
- m. Issuing and mailing notices and reports.

- **Documentation**

Documentation Services are the activities associated with developing, revising, maintaining, reproducing and distributing information in hard copy and electronic form. Documentation related to the System maintenance Services includes:

- a. Providing System Specifications and documentation;
- b. **Intentionally Omitted**
- c. **Intentionally Omitted**
- d. Developing operational processing flow;
- e. **Intentionally Omitted**

- f. Providing System requirements documentation which shall consist of the following:
- GEARS General Technical/System Environment
  - List of Servers and Devices
  - File Server Architecture
  - GEARS Network Diagram
  - GEARS Interface file layouts
  - Help Desk Statistical Report
  - Help Desk and development tools used
  - Scanned Notices and Notice of Actions
  - Volumes (e.g., Notice volumes, Data volumes, case and participant (active/inactive) volumes)
  - Batch Processing Cycle Flows
  - System business flow and web page layouts of each GEARS web page due to County twelve (12) months from Agreement Effective Date and update continuously throughout the Term of the Agreement
  - Web design standards and style guide
  - Security high-level description and tools used
- g. **Intentionally Omitted**
- h. Providing System security procedures (excluding application security profiles);
- i. Providing standard operating procedures;
- j. Preparing updates and release notes;
- k. Documenting version control for all documentation for which Contractor is responsible;
- l. Providing documented System disaster recovery process; and
- m. **Intentionally Omitted**

**Deliverable C.1.0.a — System Maintenance and Operational Support Plan**

Contractor shall provide a detailed plan for these Services to County for approval by the date specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table). The plan shall document all Services listed in Task C.1.0 (System Maintenance and Operational Support).

**Deliverable C.1.0.b — System Maintenance and Operational Support**

Contractor shall provide daily System Maintenance and Operational Support Services as specified in Deliverable C.1.0.a (System Maintenance and Operational Support Plan), and in accordance with Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical

Exhibit 1A (Performance Requirements Standards (PRS) Chart) and Technical Exhibit 1B (Project Deliverables and Liquidated Damages Summary Table).

**Deliverable C.1.0.c — Additional Services**

Contractor shall provide daily System Maintenance and Operational Support Services as specified in Deliverable C.1.0.b (System Maintenance and Operational Support), and in accordance with Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (Performance Requirements Standards (PRS) Chart).

If in any given month the System has incurred the capped production volumes as set forth in Exhibit D.1 (Pricing Schedule), System Maintenance and Operational Support Services worksheet, Contractor shall only invoice, and County will only pay, for the excess of additional Services as set forth in Exhibit D.1 (Pricing Schedule), Additional Services worksheet.

**Task C.2.0 — Modifications and/or Enhancements**

Contractor shall provide Modifications and/or Enhancements:

- a. In order to remain in compliance with changes to applicable federal, state and/or local laws and regulations; and
- b. To provide County requested modifications and revisions of System functions.

Modifications and/or Enhancements shall be provided to accommodate unanticipated System requirement changes.

As part of providing Modifications and/or Enhancements, Contractor shall provide: functional analysis, technical specifications, development, testing and the migration into production. Modifications and/or Enhancements will include TANF Reauthorization revisions to the System, as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection B (System and Data Center Services). County will provide to Contractor a written service request for all such Modifications and/or Enhancements (see Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.16 (Service Request)). Modifications and/or Enhancements will be considered complete upon migration into production, without any Deficiencies, as evidenced by County's execution of the Task Deliverable Acceptance Certificate.

Contractor shall maintain documentation and tracking of the Service Requests in the County's automated service request tracking application.

Contractor shall also participate in County's departmental service request prioritizing meetings.

**Deliverable C.2.0.a — Modifications and/or Enhancements**

Contractor shall provide up to seven hundred (700) hours per month of Modifications and/or Enhancements to be included in the System Maintenance and Operational Support Firm Fixed Price. Contractor shall perform Modifications and/or Enhancements as required by County.

In addition, at County's written request, Contractor shall provide up to five hundred (500) additional hours per month for Modifications and/or Enhancements for a monthly maximum of one thousand two hundred (1200) hours of Modifications and/or Enhancements for Years one (1) and two (2) of the Agreement Term and eight hundred (800) additional hours per month for Modifications and/or Enhancements for a monthly maximum of one thousand five hundred (1500) hours of Modifications and/or Enhancements for Years three (3) through seven (7) and Optional Years eight (8) and nine (9) of the Agreement Term. Contractor shall only invoice, and County will only pay, for Modifications and/or Enhancements hours actually provided in excess of seven hundred (700) hours per month, at the Blended Fixed Hourly Rate set forth in Exhibit D.1 (Pricing Schedule).

**Deliverable C.2.0.b — Intentionally Omitted**

**Task C.3.0 — Professional Services**

At County's written request, Contractor shall provide Professional Services<sup>2</sup> that may include hardware, software and other consulting services which are beyond the scope of System Maintenance and Operational Support and Modifications and/or Enhancements, for which the Fees are specified in the Pool Dollar amounts listed in Exhibit D.1 (Pricing Schedule), Professional Services worksheet. County will provide to Contractor a written service request for all such Professional Services (see Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.16 (Service Request)).

Contractor shall maintain documentation and tracking of the Service Requests in the County's automated service request tracking application.

**Deliverable C.3.0 — Professional Services**

Contractor shall provide Professional Services at County's written request, throughout the Term of this Agreement.

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<sup>2</sup> Professional Services, which are not included as part of System Maintenance and Operational Support, shall be provided in accordance with this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.10 (Professional Services).

**D. INTENTIONALLY OMITTED**



## **E. INTENTIONALLY OMITTED**

## **Exhibit A - Technical Exhibits**

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## **Exhibit 1A — County Performance Requirements Standards (PRS) Chart**

### **Introduction**

The County's Performance Requirements Standards (PRS) Chart lists the County's performance requirements for the System. In addition to the required levels of Services, County has included the Liquidated Damages to be assessed in the event the System performance falls below the County's PRS. Contractor warrants and agrees to provide the required System performance to County.

When System performance does not meet the Minimum Performance Percentage, County will follow the procedures outlined in the Agreement, Paragraph 15.0 (LIQUIDATED DAMAGES) and assess Liquidated Damages, as stated in the PRS Chart.

### **PRS Chart**

The PRS Chart sets forth the following:

1. "Service Requirements" list the System requirements.
2. "Service Measure" sets forth the indicators used to determine that the Performance Standards have been met.
3. "Performance Standard" sets forth the standard of performance for each Service Requirement.
4. "Minimum Performance Percentage" sets forth the Minimum Performance Percentage that is acceptable.
5. "Measurement Interval" sets forth the interval at which the Minimum Performance Percentage is measured.
6. "Liquidated Damages" sets forth the amount of Liquidated Damages that may be assessed for failing to meet the Minimum Performance Percentage.

### **Note:**

Liquidated Damages for each Service Requirement measured daily shall not exceed \$10,000 per Day.

Liquidated Damages for each Service Requirement measured monthly shall not exceed \$30,000 per month.

1. SERVICE REQUIREMENTS	2. SERVICE MEASURE	3. PERFORMANCE STANDARD	4. MINIMUM PERFORMANCE PERCENTAGE	5. MEASUREMENT INTERVAL	6. LIQUIDATED DAMAGES
<b>SYSTEM PERFORMANCE</b>					
<b>System Availability</b>	<p>The percentage of time the System is fully operational and available when its resources are called upon at a random point in time. System Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period the System is deemed to be equal to or better than the County's PRS.</p> <p>Contractor is responsible for Services from Contractor's Data Center to Contractor's Enterprise Connection Hardware (Gateway routers). LANet/EN and external County provided interfaces/links are excluded from System Availability requirements.</p>	<p>System Operational Hours : Monday – Friday 7 a.m. to 7 p.m., Saturdays 8 a.m. to 4 p.m., Excluding County Holidays</p>	99%	Monthly/Observation	See Footnote 1
<b>System Response Time</b>	<p>The length of time required for the System to complete an online add, update, delete or inquiry to the System.</p> <p>Response time is to be measured from the time the request enters the web application server until the time the request is returned by the web application server.</p> <p>The following are excluded from System Response Time measurement:</p> <ul style="list-style-type: none"> <li>• Print pop-up</li> <li>• SuperNatural Ad hoc reports</li> <li>• CA-VIEW report re-spooling</li> <li>• TSO report viewing</li> <li>• Web Reporting PDF display</li> <li>• Web Reporting text file downloads</li> <li>• Non-core applications (e.g., GEARS Handbook, GEARS Memos, etc.)</li> </ul>	<p>System Operational Hours: Monday – Friday 7 a.m. to 7 p.m., Saturdays 8 a.m. to 4 p.m., Excluding County Holidays</p> <p>System Response Time within 7 seconds</p>	99%	Daily/Observation	See Footnote 2

1. SERVICE REQUIREMENTS	2. SERVICE MEASURE	3. PERFORMANCE STANDARD	4. MINIMUM PERFORMANCE PERCENTAGE	5. MEASUREMENT INTERVAL	6. LIQUIDATED DAMAGES
<b>DATA BACK-UP AND DATA/FILE RESTORATION</b>					
<b>Data Back-up</b>	Percentage of time that back-ups must complete successfully. Back-ups must be verified and re-run if not successful for all back-ups.	24x7x365	100% of data back-up within one (1) Day	Daily/Observation	\$3,000.00/Day
<b>Data/File Restoration</b>	Length of time to restore application data/files from the time of discovery or notification by County, whichever comes first, until data/file is fully restored.	24x7x365	100% of data/file restoration within 5 hours of discovery, or notification by County, whichever comes first.	Daily/Observation	\$3,000.00/Day
<b>MAIL MANAGEMENT SERVICES</b>					
<b>Batch Processing Job Cycle Flow</b>	Length of time that Batch Processing must complete successfully as scheduled for all jobs in the job cycle flow as listed in Technical Exhibit 16 (Cycle Flow).	Completion of Critical Jobs thirty (30) minutes prior to start of the next Day.	100%	Daily/Observation	\$3,000.00/Day
		Completion of all Batch Processing jobs thirty (30) minutes prior to start of the next Day.	95%	Daily/Observation	See Footnote 3
<b>Mail Management Services</b>	Length of time to complete generating and mailing of notices and invoices.	<p>System Operational Hours: Monday thru Friday 7 a.m. to 7 p.m., Saturday 8 a.m. to 4 p.m., Excluding County Holidays</p> <p>Batch Processing Job Cycle Flow begins Day "Y" at 7:00 p.m. and completes Day "X" at 3:00 a.m.</p> <p><b>Monday - Friday</b> Notices and invoices generated are to be post-marked and mailed out on the same Business Day (Day "X").</p> <p><b>Saturday</b> Notices and invoices generated are to be post-marked and mailed out on the next Business Day.</p>	97%	Daily/Observation	\$3,000.00/Day

## Footnote 1

### Downtime Liquidated Damages

**Tier 1 measurement of System Operational Hours from Monday to Friday (7:00 a.m. to 7:00 p.m.) and Saturday (8:00 a.m. to 4:00 p.m.)**

**System Availability is 99% monthly**

**Allowable Deviation is 1%**

If System Availability is not meeting the 99% Minimum Performance Percentage, the total monthly Downtime is calculated as follows:

Downtime after allowable deviation = **X – 1% of total System Operational minutes.**

Where **X** is the Downtime minutes reported by Contractor or discovered by County (rounded to the nearest tenth)

#### Downtime

- Downtime: 1 to 30 minutes = 0.5 hour
- Downtime: 31 minutes to 1 hour = 1 hour

Any Downtime beyond the current one-half (1/2) hour incremental charge will accrue at the next higher 0.5 hour rate, for example:

- Downtime: 1 hour, 10 minutes = 1.5 hours
- Downtime: 1 hour, 40 minutes = 2 hours

**Liquidated Damages for each one-half (1/2) hour or any part thereof of Downtime shall be assessed at \$1,500.00.**

#### Example:

- System Operational Hours per month of June 2008 = (21 weekdays x 720 minutes) + (4 Saturdays x 480 minutes) = 17,040 minutes
- Minimum Performance Percentage of System Availability for June 2008 = 99% of 17,040 minutes = 16,869.6 minutes
- Allowable Deviation = 1% of 17,040 minutes = 170 minutes
- Downtime reported by Contractor = 190 minutes

Downtime after allowable deviation = 190 minutes – 170 minutes = 20 minutes = \$1,500 Liquidated Damages.

**Liquidated Damages amount calculated at one-half (1/2) hour increments at \$1,500.00.**

## Footnote 2

### System Response Time Liquidated Damages

99% of daily transactions must have a response time of seven (7) seconds or less.

Allowable deviation = 1% of daily transactions.

Number of transactions is based on the System monthly report, provided by Contractor as part of System Maintenance and Operational Support (see Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection C (System Maintenance and Operational Support), Task C.1.0 (System Maintenance and Operational Support), Operational Support, subsection (f)), and the number of days is based on System Operational Hours in the calendar month of the occurrence.

- 1) Condition: For every 1% or any part thereof of the daily transactions, after a deduction of the allowable deviation (1%), that do not meet seven (7) seconds response time, Liquidated Damages will be assessed at \$500.00 increments (e.g. 1% = \$500.00; 2% = \$1,000.00; 3% = \$1,500.00 etc.,).

#### Example:

- Number of transactions per month = 5,000,000
- Based upon an assumption of 25 days per month
- $5,000,000 / 25 \text{ days} = 200,000 \text{ transactions per day}$
- Allowable deviation = 1% of 200,000 transactions = 2,000 transactions
- There are 7000 transactions that have a response time at nine (9) seconds

System Response Time after allowable deviation = 7000 transactions – 2000 transactions = 5000 transactions

5000 transactions or 2.5% of daily transactions do not meet seven (7) seconds response time, Liquidated Damages to be assessed is \$1,500.00.

- 2) Condition: When 5% or a higher percentage of the total daily transactions have a response time of fifteen (15) seconds or more, Liquidated Damages will be assessed at \$5,000.00 per day.

#### Example:

- Number of transactions per month = 5,000,000
- Based upon an assumption of 25 days per month
- $5,000,000 / 25 \text{ days} = 200,000 \text{ transactions per day}$
- Allowable deviation = 1% of 200,000 transactions = 2,000 transactions
- There are 17,000 transactions that have a response time of fifteen (15) seconds

System Response Time after allowable deviation = 17,000 transactions – 2,000 transactions = 15,000 transactions

15,000 transactions or 7.5% of daily transactions have a response time of fifteen (15) seconds, Liquidated Damages will be assessed at \$5,000.00 per day.



### **Footnote 3**

#### **Batch Processing Job Cycle Flow Liquidated Damages**

**95% of daily jobs in the Batch Processing cycle flow must be completed thirty (30) minutes prior to start of the next Day.**

**Allowable deviation = 5% of daily jobs**

**Number of daily jobs is based on the System**

If all daily jobs in the Batch Processing cycle flow are not meeting 95% of Minimum Performance Percentage, Liquidated Damages will be assessed at \$3000.00 per Day.

#### **Example:**

- Approximate number of all daily jobs in the Batch Processing cycle flow = 152 jobs
- 95% of daily jobs in the Batch Processing cycle flow must be completed thirty (30) minutes prior to start of the next Day = 144 jobs
- Allowable Deviation = 5% of 152 jobs = approximately 8 jobs
- Only 140 jobs in the Batch Processing cycle flow were completed thirty (30) minutes prior to start of the next Day

Less than 95% of daily jobs in the Batch Processing cycle flow do not meet Minimum Performance Percentage (95%), and therefore Liquidated Damages will be assessed at \$3000.00 per Day.

## Exhibit 1B— Project Deliverables and Liquidated Damages Summary Table

### Introduction

The Project Deliverables and Liquidated Damages Summary Table sets forth the Liquidated Damages in the event Deliverables listed in the Statement of Work (SOW) are not delivered to County by their respective due dates. Contractor warrants and agrees to provide County the required System Deliverables. County will follow the procedures outlined in the Agreement, Paragraph 15.0 (LIQUIDATED DAMAGES) and assess Liquidated Damages, as stated in the Project Deliverables and Liquidated Damages Summary Table.

### Project Deliverables and Liquidated Damages Summary Table

The Project Deliverable and Liquidated Damages Summary Table provides the following:

1. “Task No.” refers to the Tasks as specified in the Statement of Work.
2. “Task Summary” lists the description of the Tasks as specified in the Statement of Work.
3. “Subtask No.” refers to the Subtasks as specified in the Statement of Work.
4. “Subtask Summary” lists the description of the Subtasks as specified in the Statement of Work.
5. “Del. No.” refers to the Deliverables as specified in the Statement of Work.
6. “Deliverable Summary” sets forth the description of the Deliverables as specified in the Statement of Work.
7. “Due Date/Timeframe” sets forth the Deliverables due dates.
8. “Amount of Liquidated Damages per Day for Delay of Deliverable” sets forth the amount of Liquidated Damages that may be assessed for each Day for delay in completion (i.e., submission and Acceptance) of Deliverables after the due date/timeframe.

**Exhibit 1B — Project Deliverables and Liquidated Damages Summary Table**

**A. Project Management**

1.Task No.	2. Task Summary	3. Subtask No.	4. Subtask Summary	5. Del. No.	6. Deliverable Summary	7. Due Date/Timeframe	8. Amount of Liquidated Damages Per Day For Delay of Deliverable
A.1.0	Establish Project Management Services			A.1.0	Project Management Services	Ongoing throughout the Term of the Agreement.	N/A
		A.1.1	<b>Intentionally Omitted</b>				
		A.1.2	<b>Intentionally Omitted</b>				N/A
		A.1.3	<b>Intentionally Omitted</b>				N/A
		A.1.4	Quality Control Plan (QCP)	A.1.4	Quality Control Plan (QCP)	Within thirty (30) Days from the Agreement Effective Date and continue updates semi-annually throughout the Term of the Agreement.	N/A
		A.1.5	Operational Security Plan	A.1.5	Operational Security Plan	Within thirty (30) Days from the Agreement Effective Date and continue updates semi-annually throughout the Term of the Agreement.	N/A
		A.1.6	Complaints of County Plan	A.1.6	Complaints of County Plan	Within thirty (30) Days from the Agreement Effective Date and continue updates semi-annually throughout the Term of the Agreement.	N/A

**Exhibit 1B — Project Deliverables and Liquidated Damages Summary Table**

**B. System and Data Center Services**

1. Task No.	2. Task Summary	3. Subtask No.	4. Subtask Summary	5. Del. No.	6. Deliverable Summary	7. Due Date/Timeframe	8. Amount of Liquidated Damages Per Day For Delay of Deliverable
B.1.0	Develop Detailed Transition (Entrance) Plan			B.1.0	Detailed Transition (Entrance) Plan	Within fifteen (15) Days from the Agreement Effective Date.	N/A
B.2.0	Define, Document Data Center Preparation Requirements, Provide and Install all System Hardware and t System Software			B.2.0.a	Site Preparation Plan for the Data Center	Within thirty (30) Days from the Agreement Effective Date.	N/A
				B.2.0.b	Data Center, System Hardware and System Software Certification	Within thirty (30) Days from the Agreement Effective Date.	N/A
				B.2.0.c	Provide and Install all System Hardware	Within two (2) months from the Agreement Effective Date.	N/A
				B.2.0.d	Provide and Install System Software	Within two (2) months from the Agreement Effective Date.	N/A
B.3.0	Establish a Local Project Office and Mail Management Facility			B.3.0.a	Project Office and Mail Management Facility Plan	Within fifteen (15) Days from the Agreement Effective Date.	N/A
				B.3.0.b	Project Office and Mail Management Facility Lease and Acceptance	Within thirty (30) Days from the Agreement Effective Date.	N/A
B.4.0	Establish Help Desk Procedures for Technical Support			B.4.0	Help Desk Technical Support Plan	Within three (3) months from the Agreement Effective Date.	N/A
B.5.0	Develop, Test and Implement a Disaster Recovery Plan and Include a Back- up Site			B.5.0	Disaster Recovery Plan and Back-up Site Installation	Within three (3) months from the Agreement Effective Date.	N/A
B.6.0	<b>Intentionally Omitted</b>						N/A
B.7.0	<b>Intentionally Omitted</b>						N/A
B.8.0	<b>Intentionally Omitted</b>						N/A

**Exhibit 1B — Project Deliverables and Liquidated Damages Summary Table**

1. Task No.	2. Task Summary	3. Subtask No.	4. Subtask Summary	5. Del. No.	6. Deliverable Summary	7. Due Date/Timeframe	8. Amount of Liquidated Damages Per Day For Delay of Deliverable
B.9.0	Develop System Test Plan, Conduct and Report Results of System Test	B.9.1	Develop System Test Plan and Conduct System Test	B.9.1.a	System Test Plan	Within three (3) months from the Agreement Effective Date.	N/A
				B.9.1.b	Conduct System Test	Within three (3) months from the Agreement Effective Date.	N/A
		B.9.2	Prepare and Provide System Test Report	B.9.2.a	<b>Intentionally Omitted</b>		N/A
				B.9.2.b	System Test Final Results Report	Within three (3) months from the Agreement Effective Date.	N/A
B.10.0	Develop User Acceptance Tests (UAT) Plan, Conduct and Report Results of UAT	B.10.1	Develop UAT Plan	B.10.1	UAT Plan	Within three (3) months from the Agreement Effective Date.	N/A
		B.10.2	Conduct and Report Results of UAT	B.10.2.a	Conduct UAT	Within three (3) months from the Agreement Effective Date.	N/A
				B.10.2.b	<b>Intentionally Omitted</b>		N/A
				B.10.2.c	UAT Final Results Report	Within three (3) months from the Agreement Effective Date.	\$3,000
B.11.0	Develop and Execute the Turnover/Transition Exit) Plan			B.11.0.a	Turnover/Transition (Exit) Plan	Within twelve (12) months from the Agreement Effective Date and on-going updates annually.	N/A

**Exhibit 1B — Project Deliverables and Liquidated Damages Summary Table**

1. Task No.	2. Task Summary	3. Subtask No.	4. Subtask Summary	5. Del. No.	6. Deliverable Summary	7. Due Date/Timeframe	8. Amount of Liquidated Damages Per Day For Delay of Deliverable
				B.11.0.b	Final Turnover/Transition (Exit) Plan	Within three (3) months of notification by County, or if no notification by County, six (6) months prior to the expiration or termination of the Agreement.	N/A
				B.11.0.c	Execute System Turnover/Transition Operation with County Designee	Within three (3) months of notification by County, or if no notification by County, six (6) months prior to the expiration or termination of the Agreement.	N/A

**C. System Maintenance and Operational Support**

1. Task No.	2. Task Summary	3. Subtask No.	4. Subtask Summary	5. Del. No.	6. Deliverable Summary	7. Due Date/Timeframe	8. Amount of Liquidated Damages Per Day For Delay of Deliverable
C.1.0	System Maintenance and Operational Support			C.1.0.a	System Maintenance and Operational Support Plan	Three (3) months from the Agreement Effective Date.	N/A
				C.1.0.b	System Maintenance and Operational Support	Commence three (3) months after the Agreement Effective Date and ongoing throughout the Term of the Agreement.	Refer to Exhibit 1A (PRS Chart)
				C.1.0.c	Additional Services	Commence three (3) months after the Agreement Effective Date and ongoing throughout the Term of the Agreement.	N/A
C.2.0	Modifications and/or Enhancements			C.2.0.a	Modifications and/or Enhancements	As required by County	N/A
				C.2.0.b	<b>Intentionally Omitted</b>		N/A
C.3.0	Professional Services			C.3.0	Professional Services	As required by County	N/A

**D. Intentionally Omitted**



**E. Intentionally Omitted**

## Exhibit 2 — Contract Discrepancy Report (CDR)

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

### Discrepancy Problems

Signature of County Project Manager

Date

### Contractor Response (Cause and Corrective Action)

Signature of Contractor Project Manager

Date

### County Evaluation of Contractor Response

Signature of County Project Manager

Date

### County Actions

Signature of County Project Manager

Date

### Contractor Notified of Action

County Project Manager's Signature and Date

Contract Representative's Signature and Date

## **Exhibit 3 — Current Vendor Transfer Plan**

### **Assisting to Achieve a Smooth Transition**

#### **INTRODUCTION**

The objective of this transfer plan is to promote a process that EDS, the County, and the County designee can use to accomplish a smooth transition of the GEARS application. The transition will include production source code, data, and information on the hardware and software needed to support the GEARS application. The plan will provide the framework to assist the County in completing the transition on schedule and minimizing the disruption to the GEARS end users.

EDS is committed to building and preserving our relationship with the County. However, in the event that the County selects a new contractor at the end of the current contract period, EDS agrees that such transition must be transparent and organized. The transition of GEARS operations to a new contractor will be a risk even with the best intentions and spirit cooperation between both parties. EDS will provide dedicated personnel during the transition period for a successful transfer to minimize the risk during a turnover. EDS reputation is built on providing excellent service to our clients through all contract phases, including turnover upon contract completion.

EDS executed a detailed Transfer Plan operation during the November, 1993 turnover and will offer our experience to assist with a successful migration. Though we understand that the County designee may come up with its own transfer plan suitable for their processing environment, this document describes a transfer plan for the GEARS application.

This Transfer Plan includes the following categories:

1. A discussion of the detailed transfer plan with a list of topics for this document.
2. A discussion of the procedures/processes required to transfer the GEARS software application and data files.
3. An attachment of the latest County “Request for Information on the current GEARS Technical/System Environment”.

#### **Detailed Transfer Plan**

A Detailed Transfer Plan will need to be submitted to the County by the County designee. This document should include a section on the proposed installation schedule of network hardware which would connect the County designee’s environment to the LA County Internal Services Department’s (ISD) data center. The Detailed Transfer Plan should include discussion of the following items:

1. Telecommunication plan, if required;
2. Ordering and installation of network and central site hardware and operating system.
3. Installation and testing schedule for telecommunications circuits and equipment, if required; and
4. Installation and testing schedule for central site equipment, if required.
5. Testing Schedules for the following testing of the application, if required:
  - Unit Acceptance Testing (UAT)
  - System Testing
  - Final System Testing

Prior to the start of the transfer, EDS will provide the County with an up-to-date network diagram showing connectivity between the GEARS System hosted in the EDS environment and ISD's data center. It will be the responsibility of the County designee to provide and install the necessary hardware, software and telecommunications to meet the goals of the County.

It is the intention of EDS maintenance representatives to remove the existing EDS-owned routers from the County site at ISD immediately following the transition date. However, EDS project managers are available to discuss a grace period of up to 30 Days on equipment critical to the operation of GEARS, such as network connectivity and data center support services for backup purposes.

## GEARS Application Software and Data

This section details the items that EDS staff members are responsible for providing to the County designee and provides a suggested transfer process that EDS will commit to meeting. We understand that the County designee may provide their own plan for the transfer process, and EDS project managers will be available to discuss the feasibility and possible effects that the County designee's plan will have on EDS activities during the transfer process.

### EDS Responsibilities

EDS engineers will be responsible for providing to the County designee a complete set of all County-owned GEARS application software, data files, and system support documentation which will include the following:

#### *Mainframe*

1. NATURAL and SUPER NATURAL source and object code used in the Production, Quality Control (QC), Model Office, and Test environments
2. Non-NATURAL source code and object code required to operate the County-owned GEARS application including
  - ADABAS control parameters
  - ADABAS control cards
  - NATURAL control parameters
  - NATURAL control cards
3. Job Control Language (JCL) and sysin cards in the Production, Quality Control (QC), Model Office, and Test environments
  - JCL used to compile and link both the batch and on-line modules and utility JCL
  - Other JCL used to perform any function associated with the County-owned GEARS application in addition to those previously listed
  - Sysin cards used by Syncsort
4. Procedure Code (PROCS) and Control Cards used in the Production, Quality Control (QC), Model Office, and Test environments.
5. PREDICT data and documentation used in the Production, Quality Control (QC), Model Office, and Test environments.
6. Current ADABAS and non-ADABAS data files and tables used directly by the County-owned GEARS application or indirectly in support of the Production, Quality Control (QC), Model Office, and Test environments.

7. CICS tables and files used to support the County-owned GEARS application in the Production, Quality Control (QC), Model Office, and Test environments.
8. ACF2 Security Rules and NATURAL Security Rules relating to the direct or indirect control of GEARS data, personnel security, or hardware security used in the Production, Quality Control (QC), Model Office, and Test environments.
9. A current and complete ADAREP and checkpoint list including CPLIST for the databases used to support the Production, Quality Control (QC), Model Office, and Test environments.
10. Documentation required to maintain and operate the County- owned GEARS application such as:
  - Batch and on-line scheduling rules and cycle flowcharts (daily, weekly, monthly, quarterly, semi-annually, and annually).
  - Input and output control procedures necessary for processing County-owned GEARS data or documents.

#### *Web*

1. Web application source code including JSPs, HTML, Java programs, style sheets, and Javascript will be included in the project interchange file (a project exported to a zip file).
2. Databases supporting the Web applications will be provided
3. Web application properties files.

Upon receipt of this set of data, the County designee will be responsible for initiating the tasks necessary to identify, transfer, and install the software needed for the transfer process described in the next section.

### **Transfer Process**

EDS staff members will continue to be responsible for supporting the existing environment throughout the transfer process until the transition date. EDS assumes that there will be a freeze on system changes prior to the transfer process in order to facilitate a smooth transition of the existing Mainframe and Web GEARS application to the County designee. Any change made to the architecture, data processing, hardware, and application software by the County designee will be the sole responsibility of the new contractor.

EDS staff members commit to meeting their part of the following transfer process. Use of this three-part transfer process will help to ensure a smooth transition to the County designee. Each component of the process, labeled "Mock Move #1", "Mock Move #2", and "Final System Move" involves receiving the entire County-owned GEARS application from EDS engineers. This process assists with a smooth transition by practicing the move twice before the Final System Move is performed. Any missing data will be noticed and reported by the County designee to the County and EDS in time for corrections to be made prior to the Final System Move.

Each Mock Move is expected to take approximately one month from start to finish. Throughout the duration of each move EDS will provide a key contact person who will assist with the move and handle any issues or problems encountered. During this period, the EDS key contact will also be responsible for engaging with other EDS experts as necessary and follow up with any pending action items or unresolved issues.

The Final System Move will also last one month in duration and will be overseen by the EDS key contact person. EDS understands the importance of this final move. Therefore, additional

staff with expertise may be required to assist with the critical last move. EDS experts will be ready to respond and assist as the need arises in a prompt manner. EDS is committed to assist with the GEARS system transfer in order to make it successful, with minimal user impact.

Once the County determines the GEARS Transfer detail requirements, EDS staff will be available to work with the County and develop a comprehensive project plan with the details on the milestones, tasks, staff allocation, and time frames.

Components of the transfer process are described in more detail in the following sections:

### **Mock Move #1**

#### **STEP 1 - Receive County-owned GEARS application software from EDS**

##### *Mainframe*

All County-owned GEARS mainframe programs, objects, and data files are received in cartridge form, from EDS, using the guidelines described below. These guidelines must be adhered to in order to ensure the integrity of the data files during transfer.

1. All of the data to be transferred will be provided in EBCDIC format on cartridge tapes with standard labels.
2. Each cartridge will be accompanied by the job JCL and sysout that created it and externally labeled with the job name, date of creation, dataset name, and dataset characteristics such as logical record length, blocking factor, and record format.
3. If the data is stored in an ADABAS database, the utility ADAUNLD will be used to unload this information to cartridge.

##### *Web*

All County-owned GEARS Web front-end programs, objects, and data files are received in CD form, from EDS, using the guidelines described below. As with the mainframe, these guidelines must be adhered to in order to ensure the integrity of the data files during transfer.

1. All of the data to be transferred will be provided in the appropriate format/extensions for each of the types of files provided.
2. Each CD will be accompanied by a CD content listing. Each CD will be externally labeled with the CD name (i.e. GEARS Mock Move #1, etc.), version number, date of creation, and CD creator contact information.

#### **STEP 2 - Inventory Process**

##### *Mainframe*

Should the County designee find a tape that does not match any JES output, or if a tape does not load successfully, EDS and the County should be notified immediately. The inventory process outlines the initial steps the County designee should take to ensure complete transfer of data from EDS. The steps of this process are described as follows:

1. Receive tapes from EDS.
2. Match tapes to JES.
  - Verify tape volume serial numbers.
  - Determine format of tape contents. The County designee may determine how to load the data to the new environment from the JES output created at the time the data was loaded to the tape. This output indicates the utility used to load the data. When

the data is unloaded from the tape to the mainframe, the County designee will use the same utility.

- If a tape does not match any JES output that was delivered, a request should be submitted to EDS immediately for that information.
3. Catalog tapes into the County designee's tape library system.
  4. Unload tape contents into the County designee's environment.
    - Use the same utility EDS used to load the tape.
    - If a tape cannot be loaded successfully, a request should be submitted to EDS immediately for a replacement of that tape.

#### *Web*

Should the County designee find a CD that does not contain files listed on the CD content listing, or if a CD does not load successfully, EDS and the County must be notified immediately. The inventory process outlines the initial steps the County designee should take to ensure complete transfer of data from EDS. The steps of this process are described as follows:

1. Receive CDs from EDS.
2. Match CD contents to CD content listing.
  - Verify that the creation date on the CD contents match the creation date of each CD.
  - If a CD is missing content from the CD content list, a request should be submitted to EDS immediately for those files.
  - If a CD cannot be loaded successfully, a request should be submitted to EDS immediately for a replacement of that CD.

### **STEP 3 - Process to Ensure Data and Program Integrity**

#### *Mainframe*

1. Analyze batch JCL, PROCS, and control cards to ensure that all elements are accounted for, reporting any discrepancies found immediately to the County and EDS.
2. Catalog all NATURAL objects in a library using the CATAL tool. It also analyzes all NATURAL source code and reports on any object that cannot be cataloged.
  - Catalog all data areas, including global, local and parameter data areas, as well as copy code and text, help programs, external sub modules, internal sub modules and all programs.
  - Any object that cannot be cataloged must be examined for errors.
  - The County designee will correct any problems, if possible. Any problems that cannot be corrected will be reported to EDS and the County as soon as possible.
3. Analyze NATURAL libraries for missing objects and objects no longer required. The XREF tool will be used to analyze the NATURAL libraries and identify any missing objects needed by other objects in the application. This tool also identifies any objects stored in the library that are not required by the application. These objects are examined and removed, as appropriate.

4. Finally, as missing objects are located and re-transferred by EDS to the County designee, the County designee should complete an additional iteration of the steps outlined above to ensure that the problem is successfully resolved.

#### *Web*

1. Import Web project (application) into a development environment, rebuild project, and check for errors.
  - Any object that shows errors or warnings must be examined in detail.
  - The County designee will correct any problems, if possible. Any problems that cannot be corrected will be reported to the County and EDS as soon as possible.
2. Analyze project libraries for missing objects.
3. Finally, as missing objects are located and re-transferred by EDS to the County designee, the County designee should complete an additional iteration of the steps outlined above to ensure that the problem is successfully resolved.

### **STEP 4 - Build GEARS environment**

During this step, using the information received, the County designee will build the GEARS environment. The following sub steps should be performed:

#### *Mainframe*

1. Set up ACF2 (or the software package utilized by the County designee) Security Rules. ACF2 is the MVS utility currently used to control the access to the system. Rules are built for each ID determining the level of access to the GEARS application.
2. Define change control structure and procedures.
3. Convert JCL, PROCS, and control cards, if necessary, in the County designee's environment.
4. Define ADABAS parameters. The ADABAS environment must be built to support the GEARS databases, programs, and objects.
5. Set up Production Cycle Schedules. Using job flow information provided by EDS, the County designee must design the daily, weekly, monthly, and any other regular cycle schedule that will run in batch mode.
6. Set up CICS environment. The County designee's CICS environment must be designed to support the GEARS application.
7. Establish the necessary User IDs for every person that will be using the GEARS application.
8. Define terminals or PCs and printers, as appropriate.

#### *Web*

1. Set up the Web Application Server environment including but not limited to:
  - Database to support the Web application.
  - Web Server.
  - Application Server.
  - Configuration settings from the provided configuration files.



2. Create Web supporting databases from provided database unloads.
3. Deploy Web application to the Application Server.

## **Mock Move #2**

### **STEP1 - Receive County-owned GEARS application software from EDS**

Refer to Step 1 in Mock Move #1.

### **STEP 2 - Inventory Process**

Refer to Step 2 in Mock Move #1.

### **STEP 3 - Process to Ensure Data and Program Integrity**

Refer to Step 3 in Mock Move #1.

### **STEP 4 - Locate all Modified Programs and Objects**

All programs and objects that are delivered in this move should be compared to the previous move. Because programs and objects must go through a manual process to adapt them to the new environment, the comparison is done to prevent additional effort by moving an unchanged program or object.

1. Analyze the new version and the previous version of each NATURAL library to identify changes to NATURAL objects.
2. Analyze the new version and the previous version of each Web project library to identify changes to any Web application objects.
3. Any object that has been added, updated, or deleted should be examined to determine the cause of the change. If an object has been deleted, the County designee will verify that it is not necessary and delete it from the libraries. Other objects will be added or moved as necessary.

### **STEP 5 - Incorporate Modified Programs and Objects into New Environment**

Only the programs and objects that have been modified since Mock Move #1 should be incorporated into the new environment. Included in this process is incorporating the modified object to the new environment and ensuring that code exists in the object that will assist in problem solving and diagnostics.

### **STEP 6 - Perform System and Acceptance Testing**

After all necessary objects are moved, the County designee will perform system testing on the application to ensure that it is fully functional. During acceptance testing, the County designee, together with the County will work to test, at a minimum, the following:

1. Printed Output - both locally printed output and centrally printed output should be tested.
2. Screens - all screens should be tested to ensure that navigation, security levels, fixed screen data, variable screen data, and PF keys/buttons are functioning correctly.
3. Tables - all tables should be compared to current production tables running in the EDS environment.
4. Processes - the major processes within the application should be tested, including appointment types, case assignment, non-compliance, manual case assignment, case transfer, overpayment, child care, etc.

5. Data Files - all data files should be compared to current production files running in the EDS environment.
6. Interfaces - all interfaces should be tested, including all variations of LEADER, Auditor-Controller and other interfaces.
7. SUPER NATURAL - the SUPER NATURAL application should be tested to ensure that it performs correctly. Reports should be created and database changes should be applied.
8. CON-NECT - the CON-NECT application should be tested, including adding appointments and reminders and comparing current production appointments and reminders with those in the new environment emulating production.

### **Final System Move**

During the Final System Move, a third set of the County-owned GEARS application is received from EDS, adhering to the requirements and guidelines defined at the beginning of this section. The data received in the Final System Move is the production data that will be on-line when the system is officially transferred to the County designee. The following steps are performed in the Final System Move.

#### **STEP 1 - Receive County-owned GEARS application software from EDS**

Refer to Step 1 in Mock Move #1.

#### **STEP 2 - Inventory Process**

Refer to Step 2 in Mock Move #1.

#### **STEP3 - Process to Ensure Data and Program Integrity**

Refer to Step 3 in Mock Move #1.

#### **STEP 4 - Locate All Modified Programs and Objects**

Refer to Step 4 in Mock Move #2.

#### **STEP 5 - Incorporate Modified Programs and Objects into New Environment**

Refer to Step 5 in Mock Move #2.

#### **STEP 6 - Perform Unit Tests and Final System Test**

The County designee will perform unit tests on all screens and batch processes that have been changed since Mock Move #2. The testing will ensure that the screens and batch processes will perform correctly. After the unit testing is complete, a final system test will be performed. This system test will ensure that the system will function the same way as it did for Mock Move #2.

#### **STEP 7 - Create and Execute Final Batch Updates Plan**

The County, County designee, and EDS staff members will work together to create a schedule for the final batch system updates at EDS and the first batch run at the County designee site. We are suggesting a strategy similar to that employed by EDS during the transfer of the GEARS application to the EDS environment. A copy of the system was made after the monthly batch update, but before the monthly batch reporting. This allowed the previous contractor to continue processing the production data in non-update mode, as EDS loaded and tested the transferred system. This approach reduced the total time to transfer the system.

## **SUMMARY**

EDS staff members will work with the County and County designee to create a schedule for the transfer process that meets the County's three month target deadline for transfer. We have and will make available the staff and expertise to make this a successful transition. We have experience transferring systems and will work with the County and County designee to turn over all the information necessary to facilitate the continued operations of GEARS. We also have experience and knowledge of the steps required to successfully transfer GEARS which we will use to help achieve a smooth transition for the County.

## Exhibit 4 — GEARS General Technical and System Environment

### A. Mainframe and General System Environment

	Items	Assumption/Comments	Description
A1	Hardware	Comprehensive list of servers and devices in all GEARS related locations, including Sacramento data center, El Segundo Web server facility, and El Segundo print facility. The list includes database servers, file/ftp servers, Web servers, load balancing servers, print server, management/monitoring server(s), storage devices, and high speed printers.	Refer to Technical Exhibit 5 (List of Servers and Devices)
A2	Operating System		
A3	System Software		
A4	<p>File Server Architecture:</p> <ul style="list-style-type: none"> <li>▪ Topology of the system, including number, location and relationship of hardware components</li> <li>▪ Type and configuration of servers (e.g., monolithic, mirrored, clustered, load balanced, etc). Each server configuration must include the following: Brand, OS and Version, RAM, HDD, peripherals, etc.</li> </ul>	<ul style="list-style-type: none"> <li>■ Diagram and description illustrating the servers supporting GEARS application including number of servers and the location.</li> <li>■ Type and configuration of the above mentioned servers.</li> </ul>	Refer to Technical Exhibit 6 (File Server Architecture)

**Exhibit 4 – GEARS General Technical and System Environment**

	Items	Assumption/Comments	Description
A5	Network/Communications, including information regarding Inter-server (data center) as well as server to client (LAN/WAN)	Diagram and brief description of the GEARS network including WAN and LAN from connectivity perspective.	Refer to Technical Exhibit 7 (GEARS Network Diagram)
A6	Client (RAM, Video RAM, Disk Space, processor speed, operating system, Browser, etc.)	Minimum PC configuration required to access the GEARS application via TN3270 connection.	<p>Minimum PC Configuration Required To Access The GEARS Application Via TN3270 Connection:</p> <ul style="list-style-type: none"> <li>■ Operating System — Windows 2000 or any Microsoft supported operating system.</li> <li>■ Remote Print Manager (RPM) — Version 4.0</li> <li>■ TN3270 Emulation software</li> <li>■ RAM — 32 MB or Higher</li> <li>■ Disk Space — 500 MB</li> <li>■ Network Card (NIC) — (10/100 mbps settings)</li> </ul>
A7	Data Storage and Archival	Data storage usage and the list of files and records that have been archived.	<p>ADABAS Data Storage is approximately 65,484 Cylinders of Mainframe storage (approximately 20 DASD packs).</p> <p>ADABAS Archive Data Notice Storage is approximately (24) 3490E cartridges each at a capacity of 1.6GB with data compression. This storage includes archived records for 26.6 million archived notices which are comprised of two files (Participant-Notice and Notice-Variables).</p> <p>NOTE: Both Data and Archival Storage contain ADABAS compressed data. This storage does not include storage needed for JCLs, interface files, batch datasets, etc.</p>

Exhibit 4 – GEARS General Technical and System Environment

	Items	Assumption/Comments	Description																								
A8	Network configuration diagrams including equipment, port requirements and network protocols utilized	Network Protocol.	<b>Network Protocol Table</b>																								
			<table><tr><th>Traffic Description</th><th>Networks or Servers</th><th>Protocol</th><th>Port</th></tr><tr><td>Terminal Emulation (TN3270)</td><td>156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0</td><td>Telnet</td><td>23</td></tr><tr><td>Web Application</td><td>156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0</td><td>HTTP</td><td>80</td></tr><tr><td>CA-Spool Printing</td><td>156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0</td><td>TCP</td><td>515</td></tr><tr><td>File Transfer (FTP)</td><td>159.83.73.4 159.83.111.93 159.83.1.26 159.83.1.27 159.83.1.6 192.59.28.66 192.59.19.241 192.59.29.241 192.59.28.50 170.208.18.196 170.208.6.200 170.208.5.40 170.208.5.74 170.208.156.7</td><td>FTP</td><td>20/21</td></tr><tr><td>Lotus Notes Mail</td><td>170.208.17.74</td><td>SMTP</td><td>25</td></tr></table>	Traffic Description	Networks or Servers	Protocol	Port	Terminal Emulation (TN3270)	156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0	Telnet	23	Web Application	156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0	HTTP	80	CA-Spool Printing	156.3.244.0 159.83.0.0 170.208.0.0 192.29.28.0 192.59.19.0 192.59.29.0	TCP	515	File Transfer (FTP)	159.83.73.4 159.83.111.93 159.83.1.26 159.83.1.27 159.83.1.6 192.59.28.66 192.59.19.241 192.59.29.241 192.59.28.50 170.208.18.196 170.208.6.200 170.208.5.40 170.208.5.74 170.208.156.7	FTP	20/21	Lotus Notes Mail	170.208.17.74	SMTP	25
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			Lotus Notes Mail	170.208.17.74	SMTP	25																					
			NOTE: The network diagram is provided in Technical Exhibit 7 –GEARS Network Diagram.																								

## B. Application

	Items	Assumption/Comment	Description
B1	<p>Application and Database</p> <p><b>Owned by: LA County DPSS</b></p>	Application source files (e.g., Natural program, JCL and java) and database(s) used in the system.	<p>GEARS application consists of the following source files:</p> <ul style="list-style-type: none"> <li>■ 3270 application <ul style="list-style-type: none"> <li>□ Natural Program: 4GL application programs used to write <b>Adaptable DAtaBAse</b> System (ADABAS) applications. Could be a program, sub-program, sub-routine, copy code, or help routine.</li> <li>□ Natural Map: 3270 application screen.</li> <li>□ Data Area: Object containing the definition of variables to be used in programs and/or maps.</li> <li>□ Job Control Language (JCL): Jobs to execute MVS system instructions such as executing Natural programs or running ADABAS utilities.</li> <li>□ Predict Verification rules: Rules written in Natural language, which can be shared by multiple programs and can be inserted into map fields by issuing a series of commands.</li> <li>□ Data Definition Model (DDM) also known as Predict: A data dictionary that is used in conjunction with ADABAS.</li> <li>□ Natural system messages</li> </ul> </li> <li>■ Web front-end <ul style="list-style-type: none"> <li>□ Java Program, Java Server Pages (JSP), HTML, Style sheets, Java script, and images.</li> </ul> </li> </ul> <p>DBMS — Database used for GEARS application is Software-AG's ADABAS.</p>
B2	System Administration Toolkit	Provide a list and brief description of each of the system administration software/utilities.	Refer to item B4 below for the System Administration Tools.

**Exhibit 4 – GEARS General Technical and System Environment**

	Items	Assumption/Comment	Description
B3	Client software (operating system, browser, etc.)	Minimum PC configuration required to access the GEARS application via Web interface.	<p>Operating System — Windows 2000 or any Microsoft supported operating system.</p> <p>Browser — Microsoft Internet Explorer (IE) Software — Version 6.0 Service Pack 1</p> <p>Remote Print Manager (RPM) — Version 4.0</p> <p>CPU — Pentium II or Higher</p> <p>RAM — 32 MB or Higher</p> <p>Disk Space — 500 MB</p> <p>Network Card (NIC) — (10/100 mbps settings)</p>
B4	Network and general system administration tools & utilities	Network administration software/utilities.	<p>Network Monitoring: SMARTS, an MCI proprietary application, is the system used to monitor routers and circuits.</p> <p>System Administration:</p> <ul style="list-style-type: none"> <li>■ CA Unicenter TND Version 3.0 is used to monitor GEARS Web front-end servers which include Web servers, load balancing servers, switches, and database servers.</li> <li>■ CA The Next Generation (TNG) Automation Point is used to monitor GEARS mainframe databases.</li> <li>■ CA Unicenter is utilized to monitor mainframe hardware.</li> </ul>
B5	Reporting and Business Intelligence including any special tools or utilities	Description of BI and reporting tools used throughout the system.	Software AG's SuperNatural is the ad hoc reporting tool used to query GEARS ADABAS databases.



Exhibit 4 – GEARS General Technical and System Environment

	Items	Assumption/Comment	Description	
B6	Application Configuration and Support Components, including but not limited to application toolkit, debugger, screen generator, Web development, report distribution tools, audit system logging, tools to monitor resource utilization, etc.	Software used to develop, test, manage, and deploy the GEARS application.	The GEARS application consists of 2 components, the Natural 3270 application and the Web front-end application. Both are covered below: <b>Natural 3270 Application</b> GEARS Natural application development, testing, source management, and deployment is handled using the native Natural Development facilities and utilities. <b>Web front-end</b> The majority of the GEARS Web application was developed using IBM WebSphere Studio Application Developer (WSAD). WSAD is an IDE that can be used to develop and test Java classes, JSP and HTML pages, Cascading Style Sheets and Javascript files. WSAD also includes a test application server to run, test, and debug Web applications. A developer's workstation may have the following installed ( <i>not all products are needed by all the developers</i> ):	
			IBM WebSphere Studio Application Developer (WSAD)	Version: 5.1.2
			IBM WebSphere Host Access Transformation Services (HATS)	Version: 5.0
			Macromedia Dreamweaver	Version: 7.0
			Macromedia Fireworks	Version: 6.0
			IBM DB2 Universal Database Client	Version 8.2
			jCVS - Java CVS Client	Version 5.3.2
			B7	Software Distribution Tools
B8	Integration and Version Control	Software used for the software configuration management.	<b>3270 Application</b> Version control in Natural is managed through a set of libraries and established migration procedures using Natural utilities such as SYSMAIN. <b>Web Front-end</b> The version control system used for the GEARS Web application is CVS (Concurrent Versions System).	

**Exhibit 4 – GEARS General Technical and System Environment**

	Items	Assumption/Comment	Description
B9	Imaging	Scanned notice types and software used.	<p>Refer to Technical Exhibit 10 – Scanned Notices and Notice of Actions for a list that includes regular scanned notices, scanned Notice of Actions (NOA) and non-scanned notice types.</p> <p>Software used to capture scanned notice images and upload to the mainframe is:</p> <ul style="list-style-type: none"><li>■ EPSON Perfection 1260</li><li>■ Photoshop version 8</li><li>■ Elixir Desktop version 4.10w</li></ul>

	Items	Assumption/Comment	Description
B10	Document Management	Management process, software, tools and other peripherals used including the process of management and storage of GEARS related documents such as page layouts, wire frames, etc.	<p><b>3270 Support Document Management</b></p> <p>The following list briefly describes the GEARS system support document management:</p> <ul style="list-style-type: none"> <li>■ <b>Service Request:</b> Service Request documentation is stored and managed in a County Lotus Notes database called ANITA. The Service Request management process involves tracking a specific Service Request from its creation, assignment, and progress until completion.</li> <li>■ <b>Production problem documentation:</b> Production problem documentation is stored and managed in EDS shared folders accessible to EDS GEARS support staff. Every production problem reported gets logged and tracked until resolution.</li> <li>■ <b>Ad hoc Reports requests:</b> Ad hoc Reports requests documentation is stored and managed in an EDS developed Lotus Notes database called Ad hoc Reports tracking. Each Ad hoc Reports request is logged and tracked until completion. The following information is tracked for each Ad hoc Reports: <ul style="list-style-type: none"> <li>□ Requestor, date, time, title, functional specifications, description of job done, date required, date received, billable hours, date completed, System engineer assigned, and comments.</li> </ul> </li> <li>■ <b>Cost estimation documentation:</b> Cost estimation documentation is stored and managed in EDS shared folders accessible to EDS GEARS support staff. This documentation includes an estimation work sheet approved by the customer to calculate the analysis/development/testing hours for CSR.</li> </ul>

	Items	Assumption/Comment	Description
			<ul style="list-style-type: none"> <li>■ <b>Batch cycle documentation:</b> Batch cycle documentation (i.e., cycle flow diagrams of batch jobs, etc.) is stored and managed in EDS shared folders accessible to EDS GEARS support staff. These batch cycle flow diagrams are updated as new jobs are added and are provided to the customer on a regular basis.</li> <li>■ <b>Migration and environment documentation:</b> This includes documents that briefly explain how the 3270 source code and database changes are migrated from one environment to another. There are some guidelines established with the customer so that they can expect the changes to be migrated to production on specified days. These documents are stored and managed in EDS shared folders accessible to EDS GEARS support staff.</li> <li>■ <b>Interface documentation:</b> This includes documents that contain information on the interfaces between the GEARS system and other County systems. Information on record layouts of these interfaces is also included. These documents are stored and managed in EDS shared folders accessible to EDS GEARS support staff.</li> </ul> <p><b>Web Front-end Document Management</b></p> <p>All supporting documentation and source code involving the GEARS Web application is stored in the CVS repository. The CVS repository is accessible via jCVS (a java CVS client package) or WebSphere Studio Application Developer (WSAD).</p> <p>Access to the folders is based on the user's security level. For example, super users are granted access to all the CVS folders, while Testers are only given access to the Business Flow, wireframes, Page-Layouts and Testing folders.</p> <p>There are 6 main CVS projects (folders).</p> <ul style="list-style-type: none"> <li>○ <b>Business Flow</b> – A group of documents outlining the behavior of the 3270 GEARS screen.</li> <li>○ <b>Wireframe</b> - A functional representation of how the users will navigate through and use a certain Web page.</li> <li>○ <b>PageLayout</b> - An extension of the wireframes in that the Web pages take on a specific look and feel as developed by the information architects and graphic designers.</li> </ul>

#### Exhibit 4 – GEARS General Technical and System Environment

	Items	Assumption/Comment	Description
			<ul style="list-style-type: none"> <li>○ <b>Testing</b> – Documented test scenarios.</li> <li>○ <b>gearsWeb</b> – Contains the GEARS Web source code.</li> <li>○ <b>gearsHats</b> – Contains the Host Access Transformation Services macros.</li> </ul> <p>Each of these folders, with the exception of the gearsHats project, is divided into sub-folders representing GEARS functionality (Alerts, Appraisal, Assessment, etc.). At the beginning of the GEARS Web project, each GEARS screen was classified based on its functionality. For example, the MALE screen was classified as an “Alert” screen. Therefore, all documentation and source code related to the MALE screen is kept in the Alerts sub-folders.</p>

### C. System Interfaces and File Transfers

	Items	Assumption/Comment	Description
C1	List of Interfaces and File Transfers – Include a brief description of each interface and associated County user community/division	List and description of each of the interfaces and file transfers with their file names, corresponding system, and owner community.	Refer to Technical Exhibit 8 (GEARS Interfaces)
C2	Record Layouts	List of record layouts for the above mentioned interfaces.	Refer to Diligence Materials/Diligence Library for all System Interface record layouts.

### D. Maintenance, Operation, Development Staffing and Support

	Items	Assumption/Comment	Description
D1	System Operations Support and Error Handling Tools	Tools used for system operations support.	<p>System Operations Support</p> <ul style="list-style-type: none"> <li>■ CA Unicenter TND Version 3.0 is used to monitor GEARS Web front-end servers which include Web servers, load balancing servers, switches, and database servers.</li> <li>■ CA The Next Generation (TNG) Automation Point is used to monitor GEARS mainframe databases.</li> <li>■ CA Unicenter Network and System V3.0 are used by El Segundo Support Center Department to monitor all the server and network alerts affecting the printers and other devices.</li> </ul> <p>Error Handling Tools</p> <ul style="list-style-type: none"> <li>■ EDS On call Notification (EON) is used to monitor batch jobs and alert appropriate on-call person(s) following pre-defined escalation chains.</li> <li>■ CA Automatic Report Facility (ARF) is used by mainframe operators to get alerted of job completeness and or lateness.</li> </ul>
D2	Security	Security software/tools to authenticate the users.	<p>Network Security: Network security is provided by CA Access Control Facility (ACF2) software, which provides a network id (EDSNET), and password to authenticate a user into the network and CICS regions and applications.</p> <p>Application Security: Application security is provided by the Natural Security software, which provides an application id (GEARS ID) and password to authenticate a user into the application and determine the user's screen and field level access.</p>
D3	EDS staff assigned to GEARS	Proprietary.	Provided the latest EDS Org. chart as of March 2007 to County.

Exhibit 4 – GEARS General Technical and System Environment

	Items	Assumption/Comment	Description
D4	Help Desk calls (volume)	Statistics on the help desk call volumes based on user category, location or type.	Service Desk ticketing software used is CA's Unicenter <b>Service Desk</b> Version 11. Statistical reports are based on the type of call (i.e., EDSNET ID reset, etc.). Refer to Technical Exhibit 9 (Help Desk Statistical Report)
D5	Output Mail Management	Facility operation and support (e.g., process mailing of printed materials, distribution sites serviced and postage tracking and price).	The following services are provided by the EDS El Segundo Print Center which supports GEARS: <ul style="list-style-type: none"> <li>■ Monday thru Friday coverage + One Saturday shift.</li> <li>■ 72 Hour SLA to get notices/reports mailed out to the clients.</li> <li>■ Support the automated rendering of mail without checks (reports, notices etc.), with bar coding. This includes marketing inserts as defined by client specific requirements.</li> <li>■ Support the handling of items requiring only postage, with no inserts, in preparation for mailing.</li> <li>■ Folding of pre-printed stuffers in preparation for insertion.</li> <li>■ Support the printing of labels</li> <li>■ Support the printing of reports or notices for the client.</li> </ul>

### E. Volumes (Transactions and Demographics)

	Items	Assumption/Comment	Description
E1	Disk Space	Disk space utilization for the database(s) and application components.	<p>The disk space utilization for the database(s) and components is broken out into two (2) categories which are:</p> <ul style="list-style-type: none"> <li>■ Low Performance/Delay Tolerant Storage = approximately 2,000 Gigabytes (GB) Daily Allocation. This type of storage includes components such as database backups, file backups, FTP datasets, etc.</li> <li>■ High performance/Time Critical Storage = approximately 120 Gigabytes (GB) Daily Allocation. This type of storage includes components such as the physical databases, database protection log datasets, etc.</li> </ul> <p>NOTE: Disk Space volume does not include leveraged mainframe system storage volumes.</p>
E2	Notice of Actions generated	Notice of Actions generated volumes for the last two years.	There are two (2) types of notices, regular scanned notice, Notice of Action (NOA) and non-scanned notices. Refer to Technical Exhibit 11 (Volumes (Other)) for the number of notices generated in the last two years.



Exhibit 4 – GEARS General Technical and System Environment

	Items	Assumption/Comment	Description												
E3	Archiving and Data Volumes (record counts for tables/files and notices)	Statistics on archived data volumes and summaries depicting increasing/decreasing trends within a specified period.	<p>Archived Notice record counts as follows:</p> <ul style="list-style-type: none"> <li>■ Before 1993 = 3,581,647 notices</li> <li>■ 1993-1996 = 5,081,412 notices</li> <li>■ 1996-1999 = 5,000,000 notices (estimate based on current notice load online)</li> <li>■ 1999-2001 = 5,000,000 notices (estimate based on current notice load online)</li> <li>■ 2001-2003 = 5,000,000 notices (estimate based on current notice load online)</li> <li>■ 2003-2004 = 1,500,000 notices (estimate based on current notice load online)</li> <li>■ 2004-2005 = 1,500,000 notices (estimate based on current notice load online)</li> </ul> <p>Total archived = 26.6 million notices (estimate based on notice numbers above)</p> <p>NOTE: Each notice consist of 2 records, one is the Participant-notice and the other is the Notice-variable. Thus, the total number of archived notice records for the 26.6 million notices is 53.2 million.</p> <p>Data Volumes for GEARS Tables/Files are included in the following document: Refer to Technical Exhibit 12 (Archived Data Volumes and Summary)</p>												
E4	Case and Participant record counts	Active and Inactive record counts for most recent month-end.	<p>The following Participant record counts are based on February 2007.</p> <table border="1"> <thead> <tr> <th></th><th>Active</th><th>Inactive</th><th>Total</th></tr> </thead> <tbody> <tr> <td>Case count</td><td>48811</td><td>485925</td><td>534736</td></tr> <tr> <td>Participant count</td><td>53708</td><td>1123227</td><td>1176935</td></tr> </tbody> </table>		Active	Inactive	Total	Case count	48811	485925	534736	Participant count	53708	1123227	1176935
	Active	Inactive	Total												
Case count	48811	485925	534736												
Participant count	53708	1123227	1176935												

## Exhibit 5 — List of Servers and Devices

Device	Owner/ Licensee	Qty	Location	Make/ Model	Configuration	Operating System	Software
<b>Mainframe</b>							
Mainframe  (Leveraged)	EDS	1	Sacramento	IBM	Complex: SAIPC1A LPAR: 241A Mainframe Make: IBM Mainframe Model: 2064-1C7 MIPS: 1,450 MSU: 247 SERIAL #: 1226D	z/OS 1.7.0	<ul style="list-style-type: none"> <li>▪ ADABAS version 7.4.4; this is a <u>relational database</u> system by <u>Software AG</u>. While it was initially designed for large <u>IBM mainframe</u> systems.</li> <li>▪ NATURAL version 4.2.3; this is the 4th generation language recommended for the development of ADABAS applications.</li> <li>▪ ADABAS ONLINE SERVICES version 7.4.4; this is a database administration online tool.</li> <li>▪ CON-NECT version 3.4.1; this product allows Natural program to do the administrative tasks.</li> <li>▪ NATURAL ADVANCED FACILITIES version 4.1.3; this product allows on-line printing to a CICS printer from a Natural program.</li> <li>▪ Natural CICS Interface version 4.2.3</li> <li>▪ NATURAL OPTIMIZER COMPILER version 4.2.3; This product allows Natural programs to be further optimized, that in turn increases program efficiency and response time.</li> <li>▪ NATURAL SECURITY version 4.2.3;</li> <li>▪ SUPERNATURAL version 3.5.3; SuperNatural is a query language base on Natural for the end user to access the database.</li> <li>▪ PREDICT version 4.5.1; Predict is the data dictionary that is used in conjunction with ADABAS. All ADABAS files must be defined in PREDICT before they can be created.</li> <li>▪ CA Access Control Facility (ACF2) version 8.0; this is the mainframe security.</li> <li>▪ Customer Information Control System (CICS) version 6.3.0;</li> </ul>

Exhibit 5 – List of Servers and Devices

Device	Owner/ Licensee	Qty	Location	Make/ Model	Configuration	Operating System	Software
							<ul style="list-style-type: none"> <li>CA-7 Release 11; this is the tool used for mainframe job scheduling TSO/ISPF – Editor V5.2</li> <li>SYNCSORT FOR Z/OS 1.2.1</li> <li>PKZIP for Z/OS v8.2</li> <li>IBM Netview FTP for MVS v2</li> </ul>
Tape Equipment	EDS				Physical Tape Devices: STK 4490 - 48 drives.  Physical Tape Drives: STK 3490 - 16 drives  Physical Tape Drives: Memorex Telex 3480 - 14 drives  Physical Tape Drives: Memorex Telex 3490 - 2 drives  Virtual Tape Devices (4): STK VTSS VSM3 - 256 virtual drives.		
DASD Storage	EDS				EMC (1): DMX 1000 - 20 GIG of cache memory - 5.1 raw terabytes of total space - 3390, 3390A, 3390B  EMC (2): 8830 - 16 GIG of cache memory each - 4.5 raw terabytes of total space each – 3390		

**Exhibit 5 – List of Servers and Devices**

Device	Owner/ Licensee	Qty	Location	Make/ Model	Configuration	Operating System	Software
<b>Midrange</b>							
Web Servers (Production)	EDS	12	El Segundo	IBM X346 Series Server	Dual Xeon 3.2Ghz Processor, 3.2GB RAM, 36.4 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<a href="#"><u>Microsoft Windows 2000 Server SE</u></a>	<ul style="list-style-type: none"> <li>IBM WebSphere Application Server Ver. 5.1</li> <li>IBM HTTP Server Ver. 1.3.28</li> <li>IBM WebSphere Host Access Transformation Services Ver. 5.0</li> <li>IBM DB2 Universal Database Client Ver. 7.2</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Report Servers (Production)	EDS	2	El Segundo	Dell 6850 Series Server	PowerEdge 6850 3.0GHz/4MB Dual Core Xeon, 800 FSB, 4GB RAM  73 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<a href="#"><u>Microsoft Windows 2003 Server SE</u></a>	<ul style="list-style-type: none"> <li>IBM WebSphere Application Server Ver. 5.1</li> <li>IBM HTTP Server Ver. 1.3.28</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Report Storage (Production)	EDS	1	El Segundo	EMC Celerra NAS	EMC Celerra NS352, 1 TB Raw storage	EMC firmware	EMC firmware
Web/Database Servers (Model Office)	EDS	2	El Segundo	IBM X346 Series Server	Dual Xeon 3.2Ghz Processor, 3.2GB RAM, 36.4 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<a href="#"><u>Microsoft Windows 2000 Server SE</u></a>	<ul style="list-style-type: none"> <li>IBM WebSphere Application Server Ver. 5.1</li> <li>IBM HTTP Server Ver. 1.3.28</li> <li>IBM WebSphere Host Access Transformation Services Ver. 5.0</li> <li>IBM DB2 Universal Database Ver. 7.2</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Load Balancing Servers (Production)	EDS	2	El Segundo	IBM X346 Series Server	Dual Xeon 3.2Ghz Processor, 3.2GB RAM, 36.4 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<a href="#"><u>Microsoft Windows 2000 Server SE</u></a>	<ul style="list-style-type: none"> <li>IBM WebSphere Edge Server Ver. 2.0</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Database Servers (Production)	EDS	2	El Segundo	IBM X346 Series Server	Dual Xeon 3.2Ghz Processor, 3.2GB RAM, 36.4 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<a href="#"><u>Microsoft Windows 2000 Server SE</u></a>	<ul style="list-style-type: none"> <li>IBM DB2 Universal Database Ver. 7.2</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Mail Server	EDS	1	El Segundo	IBM X306 Series	P4 3.2Ghz CPU Single Processor,	<a href="#"><u>Microsoft Windows 2000</u></a>	<ul style="list-style-type: none"> <li>IBM Lotus Notes Mail Server R6 Version</li> <li>CA Unicenter TND Agent Ver. 3.0</li> </ul>

**Exhibit 5 – List of Servers and Devices**

Device	Owner/ Licensee	Qty	Location	Make/ Model	Configuration	Operating System	Software
				Server	1.0GB RAM, 36.4 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<u>Server</u> SE	<ul style="list-style-type: none"> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
DLT Backup Tape Library	EDS	1	El Segundo	IBM 360716X	Super DLT (Auto Loader, 16 Slots)	N/A	N/A
CA Unicenter Server	EDS	1	Monrovia	IBM X345 Series Server	Dual Xeon 2.4Ghz Processor, 2.5GB RAM, 16.8 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<u>Microsoft Windows 2000 Server</u> SE	<ul style="list-style-type: none"> <li>CA Service Desk Ver. 11</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Web Application Server (Test/Develop)	EDS	1	Monrovia	IBM X345 Series Server	Dual Xeon 2.4Ghz Processor, 2.5GB RAM, 16.8 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<u>Microsoft Windows 2000 Server</u> SE	<ul style="list-style-type: none"> <li>IBM WebSphere Application Server Ver. 5.1</li> <li>IBM HTTP Server Ver. 1.3.28</li> <li>IBM WebSphere Host Access Transformation Services Ver. 5.0</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
DB Reporting Servers (Development)	EDS	2	Monrovia	Dell 2900 Series Server	PowerEdge 2900 2.66GHz/4MB DualCore Xeon,1333MHz FSB, 2GB RAM  73 GB HDD (Mirrored), CD/DVD-R, 1 Floppy Drive	<u>Microsoft Windows 2003 Server</u> SE	<ul style="list-style-type: none"> <li>IBM WebSphere Application Server Ver. 5.1</li> <li>IBM HTTP Server Ver. 1.3.28</li> <li>IBM DB2 Universal Database Ver. 8.2</li> <li>CA Unicenter TND Agent Ver. 3.0</li> <li>CA Arcserve 2000 Agent</li> <li>CA ETrust Anti-Virus Agent Ver. 6</li> </ul>
Report Storage (Development)	EDS	1	El Segundo	EMC AX150i SAN	Dell EMC AX150i DP (Dual Storage Processor) 1TB	EMC firmware	EMC firmware
Version Control Server	EDS	1	Monrovia	Hewlett Packard 9000/ D380 server	CPU: 1,RAM: 512 MB,DISK: 25 GB, DDS 3 DAT Tape Drive,CD-ROM Drive	HP-UX 11.11	<ul style="list-style-type: none"> <li>Concurrent Versions System (CVS) Ver. 1.11.2</li> </ul>

Exhibit 5 – List of Servers and Devices

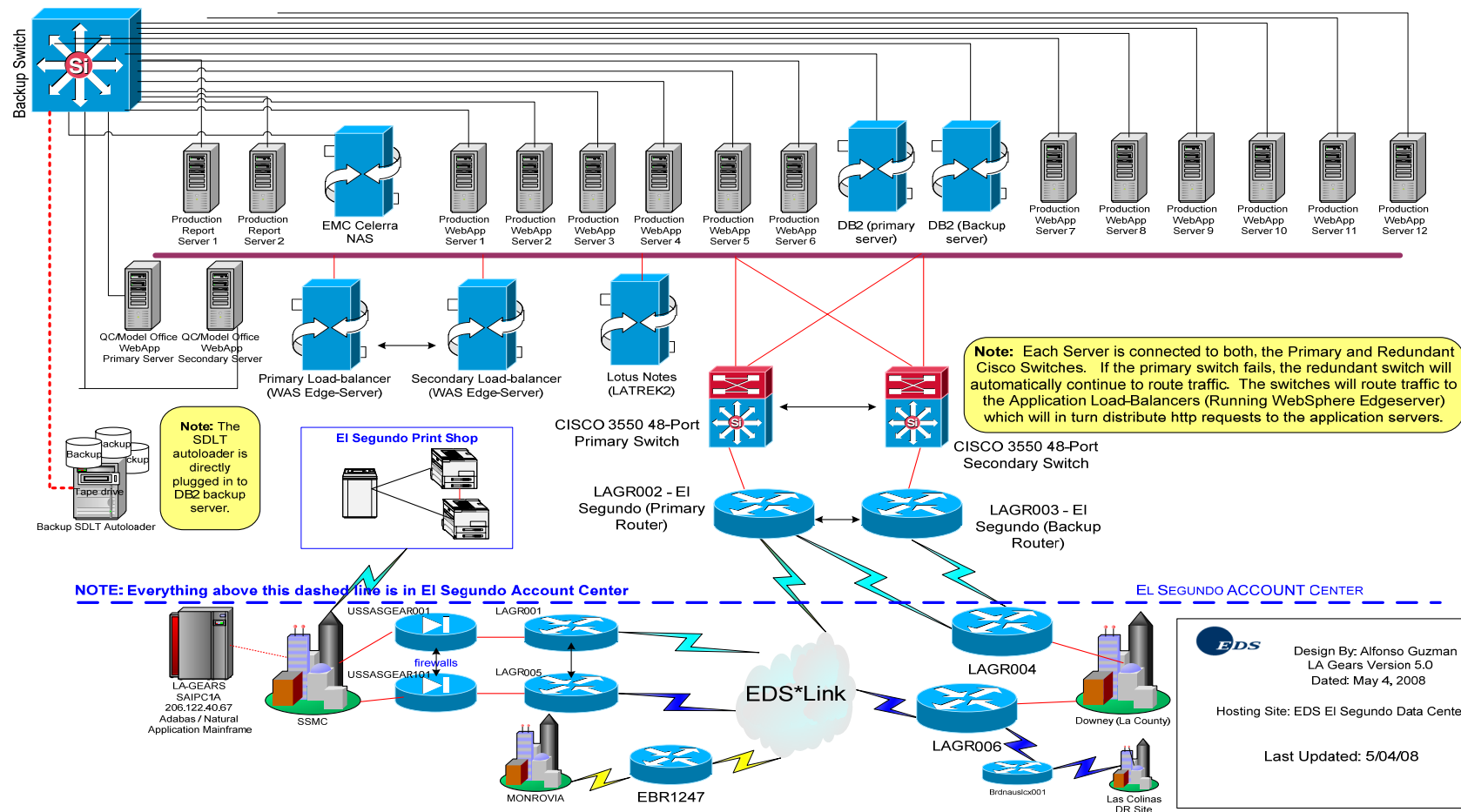
Device	Owner/ Licensee	Qty	Location	Make/ Model	Configuration	Operating System	Software
<b>Print Shop</b>							
Laser Printer (type 2)	EDS	4	El Segundo	IBM Infoprint 4000	Laser Printer, Prints 324 ppm (1 sided) and 1002 ppm (2 sided), Continuous Paper Feed	N/A	▪ IBM Personal Communication Ver. 5.5
Impact Printer	EDS	4	El Segundo	IBM 4245	Impact Printer (Multi-form), Prints 1,100 Characters per second (cps), Continuous Paper Feed	N/A	▪ IBM Personal Communication Ver. 5.5

## Exhibit 6 — File Server Architecture

### File Server Architecture - Topology

The production web and application servers, monitoring and backup terminals, and load-balancing servers, are networked and housed at the EDS El Segundo data center. A single web development/test server and a CA Unicenter server are located in the Monrovia office.

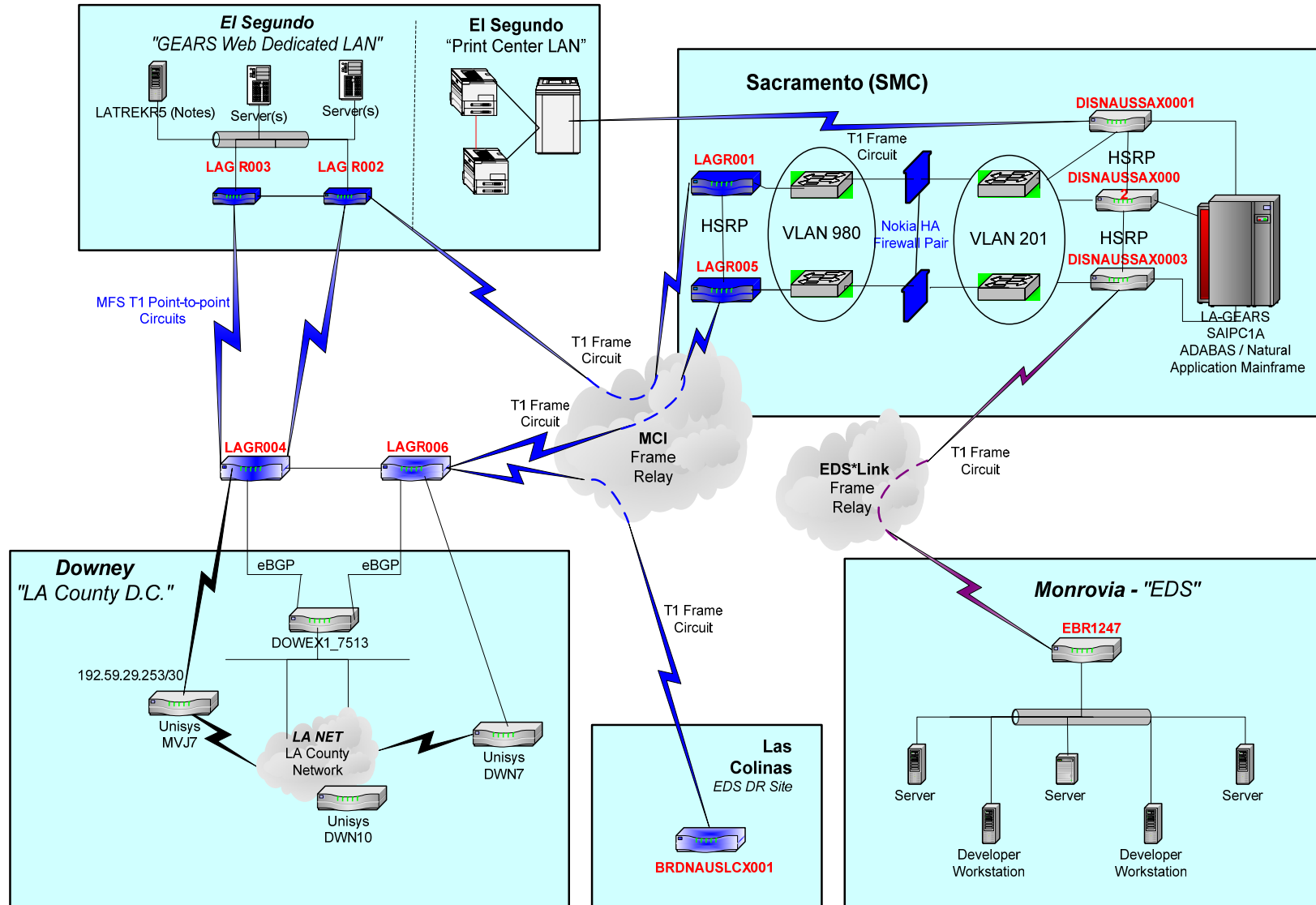
The diagrams below show the design of the GEARS Web servers, reporting servers, and supporting equipment (i.e., network switches, load balancers, routers, etc.) in the El Segundo data center and the Monrovia office.



## Exhibit 7 — GEARS Network Diagram

### LA Gears Wide Area Network (WAN)

(Updated: 11/29/06)





## Exhibit 8 — GEARS Interfaces

Interface	Description	Inbound or Output to the GEARS System	Frequency	Interface System or User Group	Interface Type	File Names
ISS Data Warehouse	Send the GEARS data tables for ISS Data Warehouse	Outbound	Weekly - Sunday	ISS Section	Secure (encrypted) FTP	
ISS Special Extracts	Send GEARS special extracts to ISS Data Warehouse: 1) New Employment in last 4 months, 2) Cal-Learn Participants, and 3) Maximus Invoice and GAIN activity reports.	Outbound	Monthly	ISS Section	Secure (encrypted) FTP	Refer to the list of RNS files at the end of this document.
RNS Record layout	Send the record layout of files, only for database tables	Outbound	Quarterly	ISS Section via Lotus Notes	Via Lotus Notes E-mail	R&S ASCII File Record Layout mmddyy.xls
RNS 10/13 Exemption	Receive the file to reset expired 10 and 13 exemption codes for some participants.	Inbound	Monthly	ISS Section via FTP	FTP to GEARS	PLAGR.JOBOT.FTP.RNS.EXEMPT
LEADER Daily Receive	Receive and Update GEARS with New and Updated LEADER Case and Participant Information.	Inbound	Daily	LEADER	FTP to GEARS from LEADER	PLAGR.JOBOT.LDR.TRANS.UPLOAD
LEADER Daily Send	Send Updated Case and Participant Information to LEADER.	Outbound	Daily	LEADER via FTP	FTP from GEARS to LEADER	PLAGR.JOBOT.LDR.DNLD447
LEADER Term file	Receive and Update GEARS with terminated LEADER Cases.	Inbound	Recon Sunday (Sunday after 2 <sup>nd</sup> Thursday of Month)	LEADER	Via Lotus Notes E-mail	PLAGR.JOBOT.LDR.TRANS.CASETERM.JAN2005

### Exhibit 8 – GEARS Interfaces

LEADER Recon	Receive and Update GEARS with all Active LEADER Case and Participant Information.	Inbound	Recon Sunday (Sunday after 2 <sup>nd</sup> Thursday of Month)	LEADER	FTP to GEARS from LEADER	PLAGR.JOBOT.LDR.RECON.UPLOAD
LEADER Cal-Learn	LEADER sends special Cal-Learn file to GEARS	Inbound	Weekly	LEADER	FTP	PLAGR.JOBOT.LDR.TRANS.CALLEARN
APP Payment Receive	Receive Child-Care stage1 Payments file from APPs and Update GEARS with Payment Information.	Inbound	Daily	APP(Alternate payment provider) via ISD	FTP from ISD to GEARS	PLAGR.JOBOT.FTP.CHILD.PAYMNT.UPLD
APP Payment Return	Send the exception records detail and recap data and control records data from GEARS to APPs	Outbound	Daily	APP(Alternate payment provider) via ISD	ISD pulls Dataset from GEARS and pushes to APP Consortium.	PLAGR.JOBOT.FTP.CHILD.PAYMNT.DNLD PLAGR.JOBOT.FTP.CHILD.PAYMNT.DNLD2
APP Outreach	File of potential Child Care Participants	Outbound	Monthly	APP(Alternate payment provider) via ISD	ISD pulls Dataset from GEARS and pushes to APP Consortium.	PLAGR.JOBOT.FTP.CHILD.POTNTL.DNLD
CAPS employment	Process the employment files from CAPS and print the report to GAIN headquarters printer.	Inbound	Monthly--2 <sup>ND</sup> Sunday of Month	CAPS via ISD	FTP In	PLAGR.JOBOT.FTP.CAPS.UPLOAD
eCAPS Payment Requests	Participant and Vendor Payment Requests	Outbound	Daily	eCAPS via ISD	ISD pulls Dataset from GEARS and pushes to eCAPS.	PLAGR.JOBOT.FTP.ECAPS.SWR.DNLD
eCAPS NewVendor Information	Send the New Provider information to eCAPS.	Outbound	Daily	eCAPS via ISD	ISD pulls Dataset from GEARS and pushes to eCAPS.	PLAGR.JOBOT.FTP.ECAPS.VCC1.DNLD
eCAPS Changed Vendor Information	Send the Modified Provider Information to eCAPS.	Outbound	Daily	eCAPS via ISD	ISD pulls Dataset from GEARS and pushes to eCAPS.	PLAGR.JOBOT.FTP.ECAPS.VCM1.DNLD

### Exhibit 8 – GEARS Interfaces

eCAPS Payments Postback	Receive Warrant information from eCAPS and Update GEARS including New Warrants, Replaced Warrants, and Cancelled Warrants.	Inbound	Daily	eCAPS via ISD	ISD pulls Dataset from eCAPS and pushes to GEARS.	PLAGR.JOBOT.FTP.ECAPS.POSTBACK.UPLD
eCAPS Vendor Direct Deposit Information Postback	Receive from eCAPS and Update GEARS with eCAPS Vendor Direct Deposit flag.	Inbound	Daily	eCAPS via ISD	ISD pulls Dataset from eCAPS and pushes to GEARS.	PLAGR.JOBOT.FTP.ECAPS.VENDEFT.UPLD
eCAPS Vendor Information Postback	Receive from eCAPS and Update GEARS with eCAPS Vendor Business information.	Inbound	Daily	eCAPS via ISD	ISD pulls Dataset from eCAPS and pushes to GEARS.	PLAGR.JOBOT.FTP.ECAPS.VENDBUS.UPLD
Refugee file2	Non-English speaking refugee Participants	Outbound	3rd Sunday of the month	CSS(Community Senior Service) via ISD	No FTP (ISD pull from DPSS)	PLAGR.JOBOT.FTP.RFG.ASSREP.MTH.DNLD
Provider and session	Send list of Provider not blocked with suffix=MH,DV,VE and RE and their active sessions via Lotus Notes E-mail	Outbound	Monthly-month end	ESD-GROW staff via Lotus Notes	Via Lotus Notes E-mail	n/a
RSI reports	Create the Files of report, which shows available session with start-date is at least 5 days or more in future.	Outbound	Every other Thursday	CMS and EDD by E-MAIL	e-MAIL	RSImdddy.TXT
IRS 1099 reporting file	Create file with list of Providers got paid by GEARS warrant in current fiscal year. IRS reporting purpose	Outbound	Quarterly	Auditor via ISD	No FTP(ISD pull from DPSS)	PLAGR.JOBOT.FTP.IRSF.DOWNLOAD

<b>RNS File Names</b>
PLAGR.JOBOT.RNS.ADDTRANS
PLAGR.JOBOT.RNS.AFLPALRT
PLAGR.JOBOT.RNS.AFLPBONS
PLAGR.JOBOT.RNS.AFLPCMGR
PLAGR.JOBOT.RNS.AFLPCNCL
PLAGR.JOBOT.RNS.AFLPLOCA
PLAGR.JOBOT.RNS.AFLPRCTR
PLAGR.JOBOT.RNS.ANCILLAR
PLAGR.JOBOT.RNS.APPCCARE
PLAGR.JOBOT.RNS.APPMSSGE
PLAGR.JOBOT.RNS.APPRAISL
PLAGR.JOBOT.RNS.APTRMPRT
PLAGR.JOBOT.RNS.ASSESSMT
PLAGR.JOBOT.RNS.CALWKSTL
PLAGR.JOBOT.RNS.CASEFILE
PLAGR.JOBOT.RNS.CCAREPYT
PLAGR.JOBOT.RNS.CCINVOIC
PLAGR.JOBOT.RNS.CCSTAGE2
PLAGR.JOBOT.RNS.CCSTG2HT
PLAGR.JOBOT.RNS.CCS1PAYM
PLAGR.JOBOT.RNS.CCWAITNG
PLAGR.JOBOT.RNS.CHCARCHG
PLAGR.JOBOT.RNS.CHCARREQ
PLAGR.JOBOT.RNS.CHCARST1
PLAGR.JOBOT.RNS.CHILDREN
PLAGR.JOBOT.RNS.CHLDCARE
PLAGR.JOBOT.RNS.CHLDRATE
PLAGR.JOBOT.RNS.CINVOICE
PLAGR.JOBOT.RNS.CLSTATUS
PLAGR.JOBOT.RNS.CLSTHIST
PLAGR.JOBOT.RNS.COMPONNT
PLAGR.JOBOT.RNS.CONCILTIN
PLAGR.JOBOT.RNS.CSTRFTRN
PLAGR.JOBOT.RNS.EMPLMENT
PLAGR.JOBOT.RNS.EMPLPLAN
PLAGR.JOBOT.RNS.GAINHIST
PLAGR.JOBOT.RNS.GCMCHANG
PLAGR.JOBOT.RNS.GDCSHIST
PLAGR.JOBOT.RNS.GLOBLAUT
PLAGR.JOBOT.RNS.GRGSWADA

## Exhibit 8 – GEARS Interfaces

PLAGR.JOBOT.RNS.INTERMDR
PLAGR.JOBOT.RNS.INVOICES
PLAGR.JOBOT.RNS.INVTABLE
PLAGR.JOBOT.RNS.LDREMPLO
PLAGR.JOBOT.RNS.LEARNDIS
PLAGR.JOBOT.RNS.MASTRTBL
PLAGR.JOBOT.RNS.OTHCNTY
PLAGR.JOBOT.RNS.PARTCNPT
PLAGR.JOBOT.RNS.PARTPYMT
PLAGR.JOBOT.RNS.PARTTWO
PLAGR.JOBOT.RNS.PROGREPT
PLAGR.JOBOT.RNS.PROVIDER
PLAGR.JOBOT.RNS.PROVRATE
PLAGR.JOBOT.RNS.PTIMETAP
PLAGR.JOBOT.RNS.PYMTAUTH
PLAGR.JOBOT.RNS.PYMTSCHL
PLAGR.JOBOT.RNS.RWARRANT
PLAGR.JOBOT.RNS.SESSNINV
PLAGR.JOBOT.RNS.SUBCONTR
PLAGR.JOBOT.RNS.SUPSVCRQ
PLAGR.JOBOT.RNS.TABLFILE
PLAGR.JOBOT.RNS.TCLKHIST
PLAGR.JOBOT.RNS.TRANSPOR
PLAGR.JOBOT.RNS.TRANSPO1
PLAGR.JOBOT.RNS.TRANSPO2
PLAGR.JOBOT.RNS.WELFHIST
PLAGR.JOBBU.CLS10101
PLAGR.JOBBU.CLS20101
PLAGR.JOBBU.CLS30101
PLAGR.JOBBU.CLS40101
PLAGR.JOBBU.CLS50101
PLAGR.JOBBU.CLS60101
PLAGR.JOBBU.CLS70101
PLAGR.JOBBU.CLS80101
PLAGR.JOBBU.CLS90101
PLAGR.JOBBU.TATS0101
PLAGR.JOBBU.ACUP0101

## Exhibit 9 — Help Desk Statistical Report

### GEARS Service Desk Monthly Summary Calls — January 2008

GEARS Service Desk Monthly Summary Calls	
Jan-08	
Call Description	Number of Calls
EDSNET ID Inquiry (no password reset needed)	19
Application Issue	11
Windows Logon and Hardware Issue (referred to County)	28
EDSNET ID and GEARS ID Password Reset	279
EDSNET ID and GEARS ID Inquiry (no password reset needed)	14
EDSNET ID Inactive/Deleted	5
EDSNET ID Password Reset	14
Security Restriction (User already logged on to another computer)	7
Security Issue (logon being used by another user)	11
EDSNET ID Unsuspend (ID Locked)	12
GEARS ID Password Reset	123
Logon Process Assistance	14
GEARS ID Inquiry (no password reset needed)	40
Printer Assistance (release prints, stop printer, etc.)	71
<b>TOTAL:</b>	<b>648</b>

## Exhibit 10 — Scanned Notices and Notice of Actions

### Summary

Language	Scanned Notices		Non-Scanned Notices
	Regular Notice	Notice Of Action (NOA)	
ALL	1	0	
Armenian	4	1	
Cambodian	7	9	
Chinese	4	6	
Chinese-Cantonese	7	0	
Chinese-Mandarin	4	0	
Chinese-Other	4	0	
English	67	23	122
Korean	4	1	
Lao	0	6	
Russian	4	1	
Spanish	28	11	
Tagalog	4	1	
Vietnamese	7	7	
<b>Grand Total</b>	<b>145</b>	<b>66</b>	<b>122</b>

## Scanned Notices

Scanned Notices				
Notice Type	Page-Segment	Notice Description	Language	Version
G24	G1807080-P-01-XJFD4K	GAIN REGISTRATION (MANDATORY)	English	4
G24V	G1907002-P-01-XJFD61	GAIN REGISTRATION (VOLUNTEERS)	English	2
GN6195	GKN07005-P-01-XT23PG	CALWORKS 60-MONTH LIMIT	English	1
GN6195	GKN01001-P-01-XT23P1	CALWORKS 60-MONTH LIMIT	Spanish	1
LEP	GLE07009-P-01-XO9CV8	LIMITED ENGLISH PROGRAMS	English	1
PA125A	GBN07006-P-01-X1MPNF	PARTICIPANT SANCTION NOTICE PAGE 2	English	2
6028	GAI07001-P-01-XJFC2S	NOTICE OF NON-COMPLIANCE WITHOUT GOOD CAUSE	English	1
6029	GAJ07001-P-01-XJUGCP	NOTICE OF UNSUCCESSFUL FORMAL CONCILIATION LETTER	English	1
6078	GAL07003-P-01-XPT4CM	NOTICE OF NON-COMPLIANCE WITHOUT GOOD CAUSE	English	2
CL5	GL507060-P-01-XG1QHC	CAL-LEARN SUPPORTIVE SERVICES OVERPAYMENT NOTICE	English	5
CL5	GL501062-P-01-XG1QGV	CAL-LEARN SUPPORTIVE SERVICES OVERPAYMENT NOTICE	Spanish	3
CL7	GL707014-P-01-XQGE47	CAL-LEARN SUPPORTIVE SERVICES OVERPAYMENT FINAL NOTICE	English	3
CL7	GL701017-P-01-XQGE3E	CAL-LEARN SUPPORTIVE SERVICES OVERPAYMENT FINAL NOTICE	Spanish	3
G241	G1907001-P-01-XOAA4V	GAIN REGISTRATION (SECOND PG.)	English	2
G24B	G7807002-P-01-XJFD4S	GAIN24 BACK	English	1
G431	GAP07078-P-01-XJFC38	GAIN NOTICE OF A PARTICIPATION PROBLEM	English	3
G431	GAP01023-P-01-XJFC1T	GAIN NOTICE OF A PARTICIPATION PROBLEM	Spanish	1
G432	GAQ07003-P-01-XJFC3F	WHAT HAPPENS AT THE INTERVIEW	English	2
G432	GAQ01001-P-01-XJFC27	WHAT HAPPENS AT THE INTERVIEW	Spanish	1
G6046A	GBS07016-P-01-XFSBCL	UNDERPAYMENT/OVERPAYMENT NOTICE - ANCILLARY EXPENSE	English	1



**Exhibit 10 — Scanned Notices and Notice of Actions**

G6046A	GBS01018-P-01-XIBA14	UNDERPAYMENT/OVERPAYMENT NOTICE - ANCILLARY EXPENSE	Spanish	1
G6070	GBQ07033-P-01-X9EIFT	PARTICIPANT PROGRESS REPORT (SCAN NOTICE)	English	2
GAIN58	GB807082-P-01-XG1QGE	GAIN SUPPORTIVE SERVICES OVERPAYMENT NOTICE	English	2
GAIN59	GB907065-P-01-XQGE40	GAIN SUPPORTIVE SERVICES OVERPAYMENT FINAL NOTICE	English	1
GAIN59	GB901001-P-01-XPB672	GAIN SUPPORTIVE SERVICES OVERPAYMENT FINAL NOTICE	Spanish	1
GN225W	GW507003-P-01-XC7VSV	SERVICE PROVIDER ENROLLMENT NOTICE (CALWORKS)	English	1
GN270W	GW707031-P-01-XCAHFB	SERVICE PROVIDER ENROLLMENT NOTICE (GAIN/CALWORKS)	English	1
GN42	GAB07001-P-01-XMR18C	GAIN NOTICE OF PARENT/LGL GUARDIAN OF TEEN PART PROB	English	1
GN441	GAC07001-P-01-XKSHTM	NOTICE OF NO GOOD CAUSE DETERMINATION AND CONCILIATION APPT	English	4
GN441	GAC01010-P-01-XJN695	NOTICE OF NO GOOD CAUSE DETERMINATION AND CONCILIATION APPT	Spanish	2
GN442	GAD07003-P-01-XJFC2M	INDIVIDUALS COUNTER PROPOSAL	English	3
GN442	GAD01001-P-01-XJFC5G	INDIVIDUALS COUNTER PROPOSAL	Spanish	1
GN45	GAE07049-P-01-XJFC6B	NOTICE OF DETERMINATION OF NO GOOD CAUSE UPHELD	English	2
GN45	GAE01006-P-01-XJKHIA	NOTICE OF DETERMINATION OF NO GOOD CAUSE UPHELD	Spanish	1
GN46	GAN07024-P-01-XJKP5I	NOTICE OF MISSED CONCILIATION APPT; FAILED TELEPHONE ATTEMPT	English	2
GN471	GAF07001-P-01-XJFC43	NOTICE OF FAILURE TO COMPLY WITH CONCILIATION PLAN	English	1
GN472	GAG07001-P-01-XJFC4G	WHAT HAPPENS AT THE APPOINTMENTCL PLAN (PG 2) - ENGLISH	English	1
GN48	GAO07054-P-01-XE6VLQ	NOTICE OF GOOD CAUSE DETERMINATION	English	4
GN48	GAO01006-P-01-XJFC4Q	NOTICE OF GOOD CAUSE DETERMINATION	Spanish	1
GN49	GAH07028-P-01-XJFC6S	NOTICE OF REVERSAL OF NO GOOD CAUSE	English	2
GN49	GAH01004-P-01-XJLA8M	NOTICE OF REVERSAL OF NO GOOD CAUSE	Spanish	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

GN6070	G1007005-P-01-XS53HB	PARTICIPANT PROGRESS REPORT	English	1
GN84	GRB07062-P-01-XLJ8Q7	YSLAS VS ANDERSON	English	1
GN86	GR707038-P-01-X185I8	CCWRO VS ANDERSON	English	1
MDRC	G2707001-P-01-XJFC1N	MDRC CONTROL GROUP NOTICE	English	1
PA15A	GBT07004-P-01-XEVFT9	IMPORTANT MESSAGE PAGE 1	English	1
PA15B	GBU07004-P-01-XEVFTE	IMPORTANT MESSAGE PAGE 2	English	1
T89-21	G7507001-P-01-X3EQQP	GAIN OPPORTUNITY NOTICE	English	1
G6195C	GKC07030-P-01-XTPRUR	COVER LETTER FOR CALWORKS 60-MONTH LIMIT	English	4
G6195C	GKC01001-P-01-XT23PE	COVER LETTER FOR CALWORKS 60-MONTH LIMIT	Spanish	1
PA125	GBM15032-P-01-XH9EJ8	PARTICIPANT SANCTION NOTICE	Armenian	8
PA125	GBM19030-P-01-XHBQ95	PARTICIPANT SANCTION NOTICE	Cambodian	9
PA125	GBM02009-P-01-XHBQ8D	PARTICIPANT SANCTION NOTICE	Chinese	2
PA125	GBM21031-P-01-XH9EJG	PARTICIPANT SANCTION NOTICE	Chinese-Cantonese	8
PA125	GBM23006-P-01-XHBQ9A	PARTICIPANT SANCTION NOTICE	Chinese-Mandarin	2
PA125	GBM22008-P-01-XHBQ8U	PARTICIPANT SANCTION NOTICE	Chinese-Other	2
PA125	GBM07061-P-01-XIUA7R	PARTICIPANT SANCTION NOTICE	English	8
PA125	GBM04027-P-01-XHBQ8I	PARTICIPANT SANCTION NOTICE	Korean	8
PA125	GBM54030-P-01-XHBQ9E	PARTICIPANT SANCTION NOTICE	Russian	8
PA125	GBM01049-P-01-XIUA7G	PARTICIPANT SANCTION NOTICE	Spanish	8
PA125	GBM05005-	PARTICIPANT SANCTION NOTICE	Tagalog	1
PA125	GBM69021-P-01-XHBQ8M	PARTICIPANT SANCTION NOTICE	Vietnamese	7
6053	G7107039-P-01-XJ5FKC	GAIN APPRAISAL LETTER	English	15
6053	G7101022-P-01-XTCIC9	GAIN APPRAISAL LETTER	Spanish	8
60531	G7G07023	GAIN APPRAISAL LETTER - PILOT	English	1
60531	G7G01020	GAIN APPRAISAL LETTER - PILOT	Spanish	1
60102A	GMR07032	GAIN SERVICE WORKER APPOINTMENT LETTER	English	1
CL10C	GC107005-P-01-XMJ8NR	CAL-LEARN CASE NOTICE OF EXEMPTION/DEF.	English	1
CL10P	GP107040-P-01-XJMMF5	CAL-LEARN PARTICIPANT NOTICE OF EXEMPTION/DEF.	English	1
CL2C	G2C07003-P-01-XJFDLH	CAL-LEARN CASE PROGRAM REQUIREMENTS	English	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

CL2P	G2P07013-P-01-XJFDL9	CAL-LEARN PARTICIPANT PROGRAM REQUIREMENT	English	1
ERA	GBR07021-P-01-XGP7I1	EMPLOYMENT RETENTION AND ADVANCEMENT	English	2
ERA	GBR01019-P-01-XGP7HM	EMPLOYMENT RETENTION AND ADVANCEMENT	Spanish	2
G818	GN119019-P-01-X6U1KM	GAIN NOTICE OF ACTION (REQUIRE)	Cambodian	1
G818	GN121016-P-01-X6U1LE	GAIN NOTICE OF ACTION (REQUIRE)	Chinese-Cantonese	1
G818	GN107028-P-01-XES4AA	GAIN NOTICE OF ACTION (REQUIRE)	English	1
G818	GN101026-P-01-XNOF43	GAIN NOTICE OF ACTION (REQUIRE)	Spanish	1
G818	GN169022-P-01-X6FJK0	GAIN NOTICE OF ACTION (REQUIRE)	Vietnamese	1
G841	GN419057-P-01-XI7UR2	GAIN NOTICE OF ACTION (RECOMMENDED)	Cambodian	2
G841	GN421038-P-01-X6U1LK	GAIN NOTICE OF ACTION (RECOMMENDED)	Chinese-Cantonese	1
G841	GN407043-P-01-XDPG75	GAIN NOTICE OF ACTION (RECOMMENDED)	English	2
G841	GN401050-P-01-X958KP	GAIN NOTICE OF ACTION (RECOMMENDED)	Spanish	1
G841	GN469038-P-01-X8DFH9	GAIN NOTICE OF ACTION (RECOMMENDED)	Vietnamese	2
G9BK	GN915001-P-01-XL550E	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2000	Armenian	1
G9BK	GN919002-P-01-XMF67U	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2001	Cambodian	2
G9BK	GN902001-P-01-XP3SC	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2002	Chinese	1
G9BK	GN921001-P-01-XL5502	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2003	Chinese-Cantonese	1
G9BK	GN923001-P-01-XP75PM	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2005	Chinese-Mandarin	1
G9BK	GN922001-P-01-XTB11O	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2004	Chinese-Other	1
G9BK	GN907007-P-01-XI8MOD	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2006	English	8
G9BK	GN904001-P-01-XL54VS	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2007	Korean	1
G9BK	GN954001-P-01-XL2JL6	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2008	Russian	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

G9BK	GN901007-P-01-XI8PBI	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2009	Spanish	7
G9BK	GN905001-P-01-XL5524	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2010	Tagalog	1
G9BK	GN969001-P-01-XL2JKL	YOUR HEARING RIGHT (REPLACED EP5, G8BK) REVISED ON 07/2011	Vietnamese	1
GN43	G9807002-P-01-XJFD58	GAIN NOTICE OF A PARTICIPATION PROBLEM (PG2) - ENGLISH	English	1
GN6008	GAX07054-P-01-XNKEVN	PROVIDER PROGRESS REPORT - MH SA DV	English	3
GN6043	GAW07024-P-01-X7DRN2	CANCELLATION LETTER	English	2
GN6125	GAV07019-P-01-XC2PMI	NOTICE TO PARTICIPANT - OPTION TO CURE GAIN FINANCIAL SANCTN	English	2
GN6145	GBV07021-P-01-XEE7TL	VOLUNTEER FOR CALWORKS GAIN PROGRAM	English	2
GN6177	GMS07012-	EXPIRED EXEMPTION APPOINTMENT LETTER	English	1
GN6177	GMS01009-	EXPIRED EXEMPTION APPOINTMENT LETTER	Spanish	1
GN6178	GMT01009-	POST-FINANCIAL SANCTION APPOINTMENT LETTER	English	1
GN6178	GMT07010-	POST-FINANCIAL SANCTION APPOINTMENT LETTER	Spanish	1
GN6179	GMU07009-	RE-EVALUATION APPOINTMENT LETTER	English	1
GN6179	GMU01008-	RE-EVALUATION APPOINTMENT LETTER	Spanish	1
GN6193	GJT07043-P-01-XPND7D	TRADITIONAL JOB CLUB ERA MDRC	English	2
GN6193	GJT01021-P-01-XQHSLH	TRADITIONAL JOB CLUB ERA MDRC	Spanish	3
GN6194	GJE07054-P-01-XPND80	ENHANCED JOB CLUB ERA MDRC	English	3
GN6194	GJE01027-P-01-XPND7S	ENHANCED JOB CLUB ERA MDRC	Spanish	3
GN6326	GAS07042-P-01-X6SU6V	HOME VISIT - NON COMPLIANCE (1/05)	English	1
GN6327	GAU07025-P-01-X6SU6K	HOME VISIT - SANCTIONED (1/05)	English	1
GN6341	GMN07026	PROVIDER CONCURRENT PARTICIPATION	English	1
6053I	G7E07003-P-01-XGJVM0	GAIN APPRAISAL LETTER - STUFFER	English	1
GN6116	GGV07001-P-01-XL87T5	GAIN VOLUNTEER COVER LETTER	English	1
CCTP1	GCC15002-P-01-XDKVC6	CHILD CARE TRAINING PROGRAM FORM	Armenian	1
CCTP1	GCC19002-P-01-XDKVCK	CHILD CARE TRAINING PROGRAM FORM	Cambodian	1
CCTP1	GCC02002-P-01-XDKVBH	CHILD CARE TRAINING PROGRAM FORM	Chinese	1
CCTP1	GCC21002-P-01-XDKVCF	CHILD CARE TRAINING PROGRAM FORM	Chinese-	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

			Cantonese	
CCTP1	GCC23002-P-01-XDKVCR	CHILD CARE TRAINING PROGRAM FORM	Chinese-Mandarin	1
CCTP1	GCC22002-P-01-XDKVCB	CHILD CARE TRAINING PROGRAM FORM	Chinese-Other	1
CCTP1	GCC07002-P-01-XDKVBC	CHILD CARE TRAINING PROGRAM FORM	English	2
CCTP1	GCC04002-P-01-XDKVBS	CHILD CARE TRAINING PROGRAM FORM	Korean	1
CCTP1	GCC54002-P-01-X948M3	CHILD CARE TRAINING PROGRAM FORM	Russian	1
CCTP1	GCC01002-P-01-XDKVB6	CHILD CARE TRAINING PROGRAM FORM	Spanish	1
CCTP1	GCC05002-P-01-XDKVBM	CHILD CARE TRAINING PROGRAM FORM	Tagalog	1
CCTP1	GCC69002-P-01-XDKVC0	CHILD CARE TRAINING PROGRAM FORM	Vietnamese	1
CCTP2	GCD15002-P-01-X9EQOT	CHILD CARE TRAINING PROGRAM	Armenian	2
CCTP2	GCD19002-P-01-X9EQP2	CHILD CARE TRAINING PROGRAM	Cambodian	2
CCTP2	GCD02002-P-01-X9EQOF	CHILD CARE TRAINING PROGRAM	Chinese	2
CCTP2	GCD21002-P-01-X9EQPC	CHILD CARE TRAINING PROGRAM	Chinese-Cantonese	2
CCTP2	GCD23002-P-01-X9EQPL	CHILD CARE TRAINING PROGRAM	Chinese-Mandarin	2
CCTP2	GCD22002-P-01-X9EQPG	CHILD CARE TRAINING PROGRAM	Chinese-Other	2
CCTP2	GCD07002-P-01-X9EQO6	CHILD CARE TRAINING PROGRAM	English	2
CCTP2	GCD04002-P-01-X9EQOK	CHILD CARE TRAINING PROGRAM	Korean	2
CCTP2	GCD54002-P-01-X9EQPP	CHILD CARE TRAINING PROGRAM	Russian	1
CCTP2	GCD01002-P-01-X9EQOA	CHILD CARE TRAINING PROGRAM	Spanish	2
CCTP2	GCD05002-P-01-X9EQOO	CHILD CARE TRAINING PROGRAM	Tagalog	2
CCTP2	GCD69002-P-01-X9EQP7	CHILD CARE TRAINING PROGRAM	Vietnamese	2
Blank page	G0000001-P-01-XJFC1P	New page break	ALL	1
G8BK	GN819001-P-01-X3CV4V	YOUR HEARING RIGHT	Cambodian	1
G8BK	GN821001-P-01-X3CV6K	YOUR HEARING RIGHT	Chinese-Cantonese	1
G8BK	GN807010-P-01-XGH5K2	YOUR HEARING RIGHT	English	2
G8BK	GN801002-P-01-XGH5K9	YOUR HEARING RIGHT	Spanish	2
G8BK	GN869001-P-01-X3CV5U	YOUR HEARING RIGHT	Vietnamese	1
<b>Total Notices:</b>		<b>146</b>	<b>Total Versions:</b>	<b>307</b>

## Scanned Notices of Action (NOA)

Scanned Notice-Of-Action (NOA)				
Notice Type	Page-Segment	Notice Description	Language	Version
M4267C	GMC07002-P-01-XJFDLQ	CAL-LEARN NOA - DEREGISTRATION	English	1
M4267P	GMP07025-P-01-XJFDJC	CAL-LEARN NOA - DEREGISTRATION	English	1
M42-750B	GNCB4102-P-01-XLB8D6	CHILD CARE - APPROVAL	Cambodian	1
M42-750B	GNCB4202-P-01-XEB15E	CHILD CARE - APPROVAL	Cambodian	1
M42-750B	GNCB0102-P-01-XRI87H	CHILD CARE - APPROVAL	English	1
M42-750B	GNCB1102-P-01-XJKAST	CHILD CARE - APPROVAL	English	1
M42-750B	GNCB1202-P-01-XKCP73	CHILD CARE - APPROVAL	English	1
M42-750B	GNCB7102-P-01-XJMIUB	CHILD CARE - APPROVAL	English	1
M42-750B	GNCB7202-P-01-XFHL8G	CHILD CARE - APPROVAL	English	1
M42-750B	GNCB5102-P-01-XIEUS6	CHILD CARE - APPROVAL	Lao	1
M42-750B	GNCB5202-P-01-XIMI39	CHILD CARE - APPROVAL	Lao	1
M42-750B	GNCB8102-P-01-XJKATI	CHILD CARE - APPROVAL	Spanish	1
M42-750B	GNCB8202-P-01-XOVF53	CHILD CARE - APPROVAL	Spanish	1
M42-750B	GNCB6102-P-01-XJKB6F	CHILD CARE - APPROVAL	Vietnamese	1
M42-750B	GNCB6202-P-01-XICIGN	CHILD CARE - APPROVAL	Vietnamese	1
M42-750C	GNCC4102-P-01-XNVT17	CHILD CARE CHANGE	Cambodian	1
M42-750C	GNCC4202-P-01-XOQFN6	CHILD CARE CHANGE	Cambodian	1
M42-750C	GNCC7102-P-01-XLJASA	CHILD CARE CHANGE	Chinese	1
M42-750C	GNCC7202-P-01-XOKUUF	CHILD CARE CHANGE	Chinese	1
M42-750C	GNCC0102-P-01-XJ4MPT	CHILD CARE CHANGE	English	1
M42-750C	GNCC1102-P-01-XJKART	CHILD CARE CHANGE	English	1
M42-750C	GNCC1202-P-01-XOA96E	CHILD CARE CHANGE	English	1
M42-750C	GNCC5102-P-01-XJ4N32	CHILD CARE CHANGE	Lao	1
M42-750C	GNCC8102-P-01-XJKAV2	CHILD CARE CHANGE	Spanish	1
M42-750C	GNCC8202-P-01-XHONOH	CHILD CARE CHANGE	Spanish	1
M42-750C	GNCC6102-P-01-XJRFJ2	CHILD CARE CHANGE	Vietnamese	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

M42-750D	GNCD4102-P-01-XNALL2	CHILD CARE - DENIAL	Cambodian	1
M42-750D	GNCD7102-P-01-XM8I1G	CHILD CARE - DENIAL	Chinese	1
M42-750D	GNCD0102-P-01-XJLAT0	CHILD CARE - DENIAL	English	1
M42-750D	GNCD1102-P-01-XJKASL	CHILD CARE - DENIAL	English	1
M42-750D	GNCD5102-P-01-XJS6U8	CHILD CARE - DENIAL	Lao	1
M42-750D	GNCD8102-P-01-XJKAU2	CHILD CARE - DENIAL	Spanish	1
M42-750D	GNCD6102-P-01-XKCFVS	CHILD CARE - DENIAL	Vietnamese	1
M42-750E	GNCE4102-P-01-XBEQS1	CHILD CARE AND TRANSPORTATION - DISCONTINUANCE	Cambodian	1
M42-750E	GNCE7102-P-01-XELO9V	CHILD CARE AND TRANSPORTATION - DISCONTINUANCE	Chinese	1
M42-750E	GNCE1102-P-01-XJKB0Q	CHILD CARE AND TRANSPORTATION - DISCONTINUANCE	English	1
M42-750E	GNCE8102-P-01-XJMINM	CHILD CARE AND TRANSPORTATION - DISCONTINUANCE	Spanish	1
M42-750E	GNCE6102-P-01-XTGOKD	CHILD CARE AND TRANSPORTATION - DISCONTINUANCE	Vietnamese	1
M42-750J	GNAJ3102-P-01-XNMG15	GAIN ANCILLARY EXPENSES - APPROVAL	Armenian	1
M42-750J	GNAJ4102-P-01-XNMG1R	GAIN ANCILLARY EXPENSES - APPROVAL	Cambodian	2
M42-750J	GNAJ7102-P-01-XNMG0R	GAIN ANCILLARY EXPENSES - APPROVAL	Chinese	2
M42-750J	GNAJ1102-P-01-XNMG08	GAIN ANCILLARY EXPENSES - APPROVAL	English	2
M42-750J	GNAJ2102-P-01-XNMG0I	GAIN ANCILLARY EXPENSES - APPROVAL	Korean	1
M42-750J	GNAJ5101-P-01-XSOMEQ	GAIN ANCILLARY EXPENSES - APPROVAL	Lao	1
M42-750J	GNAJ9102-P-01-XNMG2R	GAIN ANCILLARY EXPENSES - APPROVAL	Russian	1
M42-750J	GNAJ8102-P-01-XPR9KA	GAIN ANCILLARY EXPENSES - APPROVAL	Spanish	2
M42-750J	GNAJA102-P-01-XNMG2H	GAIN ANCILLARY EXPENSES - APPROVAL	Tagalog	1
M42-750J	GNAJ6102-P-01-XNMG26	GAIN ANCILLARY EXPENSES - APPROVAL	Vietnamese	2
M42-750K	GNAK0101-P-01-X16T3I	GAIN ANCILLARY EXPENSES - DENIAL	English	1
M42-750K	GNAK1101-P-01-XKCFUJ	GAIN ANCILLARY EXPENSES - DENIAL	English	1
M42-750K	GNAK8101-P-01-X0O77F	GAIN ANCILLARY EXPENSES - DENIAL	Spanish	1
M42-750L	GNCL4102-P-01-XLB8E1	PAYMENT ADJUSTMENT	Cambodian	1
M42-750L	GNCL4202-P-01-X8AMVF	PAYMENT ADJUSTMENT	Cambodian	1

**Exhibit 10 — Scanned Notices and Notice of Actions**

M42-750L	GNCL7102-P-01-XL0RLF	PAYMENT ADJUSTMENT	Chinese	1
M42-750L	GNCL1102-P-01-XJKASD	PAYMENT ADJUSTMENT	English	1
M42-750L	GNCL1202-P-01-XNT7BH	PAYMENT ADJUSTMENT	English	1
M42-750L	GNCL5102-P-01-XG5912	PAYMENT ADJUSTMENT	Lao	1
M42-750L	GNCL8102-P-01-XJKAUH	PAYMENT ADJUSTMENT	Spanish	1
M42-750L	GNCL8202-P-01-XNVN84	PAYMENT ADJUSTMENT	Spanish	1
M42-750L	GNCL6102-P-01-XL3G7Q	PAYMENT ADJUSTMENT	Vietnamese	1
NA 820	NA820	TRANSPORTATION APPROVAL (NA 820)	English	1
NA 820 (SP)	NA820SP	TRANSPORTATION APPROVAL (NA 820)	Spanish	1
NA 821	NA821	TRANSPORTATION DISCONTINUANCE / Denial (NA 821)	English	1
NA 822	NA822	TRANSPORTATION CHANGE (NA 822)	English	1
NA 824	NA824	TRANSPORTATION EXTENSION (NA 824)	English	1
NA 825	NA825	TRANSPORTATION PAYMENT ADJ (NA 825)	English	1
<b>Total Notices:</b>		<b>66</b>	<b>Total Versions:</b>	<b>71</b>

**Non-Scanned Notices**

Non-Scanned Notices				
Notice-Type	Notice Description	Page-segment	Created-Date	Version
6008	PROVIDER PROGRESS REPORT	G5207013	05/20/92	3
6055	GAIN INVOICE	G7307007	12/21/99	3
6056	GAIN CHILD CARE INVOICE-LICENSED	G7407025	12/17/99	5
6057	GAIN CHILD CARE INVOICE-EXEMPT	G1007031	12/17/99	4
60011	NOTICE OF CHANGE (MOVED)	G4007004	06/15/94	4
60012	NOTICE OF CHANGE (EXEMPTIONS)	G4107001	02/11/91	2
60013	NOTICE OF CHANGE (EMPLOYMENT)	G4207006	06/15/96	6
60014	NOTICE OF CHANGE (MONEY MANAGEMENT)	G4307001	08/24/91	4
60015	NOTICE OF CHANGE (GAIN SANCTIONED)	G4407001	11/10/91	2
60016	NOTICE OF CHANGE (OTHER)	G4507004	12/30/98	2
60017	NOTICE OF CHANGE (PREP ASSIGNMENT)	G4607002	03/13/90	2



**Exhibit 10 — Scanned Notices and Notice of Actions**

60018	RECEIVES GAIN TRAINING EXPENSES			2
60019	NOTICE OF CHANGE (POTENTIAL FOOD STAMP SANCTIONS)	G7607001	03/13/90	2
600026	TO GAIN FROM AFLP - PARTICIPANT NEEDS TRANSPORTATION	GA607003	09/27/95	2
600027	NOTICE OF CHANGE (CAL-LEARN TRANSPORTATION)	Blank	N/A	1
600028	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600029	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600030	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600031	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600034	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600035	THIS NOTICE IS RESERVED FOR CAL-LEARN	Blank	N/A	1
600110	NOTICE OF CHANGE (NON-FED PERSON REGISTERED FOR CAL-LEARN)	G1107004	10/14/95	1
600112	NOTICE OF CHANGE (CAL-LEARN DEREGISTERED)	G1107006	09/26/95	1
600125	NOTICE OF CHANGE AFFECTING AFDC/CAL-LEARN	G1107001	12/07/94	1
600151	NOTICE OF CHANGE (GAIN SANCTIONED) SECOND PG.	G8507001	11/06/91	3
600161	OVERPAYMENT	GOP07051	04/19/98	1
6056A	APP-GAIN CHILD CARE INVOICE-LICENSED WITH GSW OF R	G7B07007	12/17/99	2
6057A	APP-GAIN CHILD CARE INVOICE-EXEMPT WITH GSW OF R	G7C07006	12/17/99	2
APPMMSG	GSW VARIABLE NOTICE TO APP'S	GRR07022	06/26/98	1
GAIN22	PARTICIPATION PROBLEM (1ST INSTANCE)-PG.1	G0407001	08/24/91	1
6002	VOLUNTEER OUTREACH LETTER	G4807011	05/05/94	5
6003	SECOND APPRAISAL APPOINTMENT LETTER	G4907001	08/24/91	4
6006	SERVICE PROVIDER REFERRAL	G5007019	04/22/98	7
6017	PREP WORKSHEET-FIRST THROUGH NINE MONTHS	G6107007	07/22/94	6
6018	PREP WORKSHEET II-TENTH AND FUTURE MONTHS	G8607006	07/22/94	3
6022	CONTRACT ADDITION-SUPPORTIVE SERVICES ARRANGEMENTS	G6307001	08/24/91	2
6023	PMT NOTIFICATION-SUPPORTIVE SERVICES (CHILD CARE)	G6407001	08/24/91	2

**Exhibit 10 — Scanned Notices and Notice of Actions**

6024	PMT NOTIFICATION-SUPPORTIVE SERVICES (TRANSPORTATION)	G6707002	08/08/90	2
6025	PMT NOTIFICATION-SUPPORTIVE SERVICES (ANCILLARY EXPENSES)	G6807001	01/01/90	1
6037	DEFERRAL NOTIFICATION	G9307001	08/24/91	2
6046	OVERPAYMENT/UNDERPAYMENT APPOINTMENT LETTER	G9707003	05/10/94	3
6054	IMPORTANT GAIN INFORMATION	G7207001	01/01/90	1
6058	INVOICE REJECTION NOTICE - LICENSED PROVIDER	G1007016	12/17/99	2
6060	RMR CEILINGS FOR CHILD CARE - NOTICE TO CHILD CARE PROVIDERS	G1007007	03/21/95	1
6108	GAIN ACTIVITY/CHILD CARE/TRANSPORTATION TERMINATION REMINDER	G1007005	05/11/94	5
60001	DEFERRAL EXPIRATION LETTER_(LEGAL DIFFICULTIES)	G1507005	05/10/94	3
60002	DEFERRAL EXPIRATION LETTER (NO LEGAL RT TO WRK)	G3207008	05/10/94	3
60003	DEFERRAL EXPIRATION LETTER (FAMILY CRISIS)	G3307008	05/10/94	3
60004	DEFERRAL EXPIRATION LETTER (DRUG DEPENDENT)	G3407009	05/10/94	3
60005	DEFERRAL EXPIRATION LETTER (SIP DEFERRAL)	G3507007	05/10/94	3
60006	DEFERRAL EXPIRATION LETTER (PREGNANCY)	G3607008	05/10/94	3
60007	DEFERRAL EXPIRATION LETTER (NO H. S. DIPLOMA)	G3707007	05/10/94	3
60008	DEFERRAL EXPIRATION LETTER (MENTAL PROBLEMS)	G3807007	05/10/94	3
60009	DEFERRAL EXPIRATION LETTER (UNION)	G3907009	05/10/94	3
60061	SERVICE PROVIDER REFERRAL (SECOND PG.)	G5107022	04/02/98	13
60101	GSW APPOINTMENT LETTER (APPRAISAL/ORIENTATION)	G5307009	11/27/91	4
60102	GSW APPOINTMENT LETTER (GAIN ASSIGNMENT)	G5407008	11/27/91	4
60103	GSW APPOINTMENT LETTER (DISCUSS ASSIGNMENT/SUPPORTIVE SERVC)	G5507009	11/27/91	4
60104	GSW APPOINTMENT LETTER (DISCUSS EMPLOYMENT)	G5607012	11/27/91	3
60105	GSW APPOINTMENT LETTER_(DISCUSS MOVE)	G5707007	11/27/91	4
60106	GSW APPOINTMENT LETTER (DISCUSS PROBLEM)	G5807011	05/30/02	6
60107	GSW APPOINTMENT LETTER (DISCUSS DELINQUENT VERIFICATION)	G5907009	05/30/02	5
60108	GSW APPOINTMENT LETTER (OTHER)	GAR07006	02/03/00	2

**Exhibit 10 — Scanned Notices and Notice of Actions**

60171	PREP WORKSHEET-FIRST THROUGH NINE MONTHS(SECOND PG.)	G6207001	08/24/91	3
60181	PREP WORKSHEET II-TENTH AND FUTURE MONTHS (SECOND PG.)	G8707001	08/24/91	3
60231	PMT NOTIFICATION-CHG OF SUPPORTIVE SERVICES (CHILD CARE)	G6507001	01/01/90	1
60581	INVOICE REJECTION NOTICE - EXEMPT PROVIDER	G1007005	12/17/99	2
60582	INVOICE REJECTION NOTICE - ASSESSMENT PROVIDER	G1007002	12/17/99	2
600010	DEFERRAL EXPIRATION LETTER (LAID OFF)	G2907007	05/10/94	7
600011	DEFERRAL EXPIRATION LETTER (WORKING)	G3007011	05/10/94	7
600012	DEFERRAL EXPIRATION LETTER (ILLNESS)	G3107011	02/19/98	8
600013	DEFERRAL EXPIRATION LETTER (NO TRANSPORTATION)	G8207008	05/10/94	8
600014	DEFERRAL EXPIRATION LETTER (NO CHILD CARE)	G8307007	05/10/94	5
600015	DEFERRAL EXPIRATION LETTER (OTHER PARENT)	G8407007	05/10/94	6
6023A1	PMT NOTIFICATION-SUPPORTIVE SERVICES (CHILD CARE)	G8807001	08/24/91	4
6023A2	PMT NOTIFICATION-SUPPORTIVE SERVICES (TRANSPORTATION)	G8907001	08/24/91	4
6023A3	PMT NOTIFICATION-SUPPORTIVE SERVICES (ANCILLARY EXPENSES)	G9007001	08/28/91	8
6023B1	PMT NOTIFICATION-CHG OF SUPPORTIVE SERVICES (CHILD CARE)	G9107001	08/24/91	3
6023B2	PMT NOTIFICATION-CHG OF SUPPORTIVE SERVICES (TRANSPORTATION)	G9207001	08/24/91	4
6023C1	PMT NOTIFICATION-CHG OF SUPPORTIVE SERVICES (CHILD CARE)	G1007002	09/26/91	1
6043A	CAL-LEARN CASE MANAGER CHANGE NOTICE	GAT07006	10/23/94	6
60567S	THE STUFFER FOR THE 6056A/6057A	G7D07047	03/11/99	1
6122-A	COMPLIANCE PLAN AGREEMENT	GXX07035	04/28/00	4
CAL11	CAL-LEARN NOTICE OF INCOMPLETE GRADES	G1107001	04/15/95	1
CL3	CAL-LEARN NOTICE OF A PARTICIPATION PROBLEM	GL307005	02/16/96	5
ER14	APPOINTMENT SCHEDULED IN ERROR	G1007005	11/17/97	3
ER15	APPOINTMENT SCHEDULED IN ERROR	G1007004	01/05/96	2

**Exhibit 10 — Scanned Notices and Notice of Actions**

G21E	PARTICIPATION PROBLEM (VOLUNTEER) - ENGLISH	G1407001	01/01/90	1
G22	LIST OF LEGAL AID AND WELFARE RIGHTS OFFICES	G1507006	01/06/95	4
G221	LIST OF LEGAL AID AND WELFARE RIGHTS OFFICES	G1507001	01/01/90	1
G23E	LIST OF LEGAL AID AND WELFARE RIGHTS OFFICES	G1707001	01/01/90	1
G2E	BASIC EDUCATION SERVICES-ENGLISH	G1307001	01/01/90	1
G3E	JOB CLUB/SUPERVISED JOB SEARCH - ENGLISH	G2007001	01/01/90	1
G4E	SELF-INITIATED PROGRAM-ENGLISH	G2107001	01/01/90	1
G5E	ASSESSMENT-ENGLISH	G2207001	01/01/90	1
G6E	TRAINING OR EDUCATION AFTER ASSESSMENT-ENGLISH	G2307001	01/01/90	1
G7E	JOB SERVICES AFTER ASSESSMENT-ENGLISH	G2407001	01/01/90	1
G8E	PREEMPLOYMENT PREP-ENGLISH	G2507001	01/01/90	1
G9E	MISCELLANEOUS-ENGLISH	G2607001	01/01/90	1
GAIN1	GENERAL AGREEMENT	G0107001	04/10/90	1
GAIN10	AMENDMENT	G0207002	04/10/90	1
GAIN2	BASIC EDUCATION	G0307001	04/01/90	1
GAIN21	PARTICIPATION PROBLEM (VOLUNTEER)	G8007002	06/05/90	1
GAIN23	PARTICIPATION PROBLEM (2ND INSTANCE)	G8107002	06/05/90	1
GAIN2A	BASIC EDUCATION SERVICES FOR YOUNG PARENTS	G7907001	01/01/90	1
GAIN3	JOB CLUB/JOB SEARCH	G0507002	04/10/90	1
GAIN4	SELF-INITIATED PROGRAM	G0607002	04/10/90	1
GAIN5	ASSESSMENT	G0707002	04/10/90	1
GAIN50	GAIN NOTICE OF HEARING RIGHTS	G9907003	02/17/95	3
GAIN6	TRAINING OR EDUCATION SERVICES AFTER ASSESSMENT	G0807002	04/10/90	1
GAIN7	JOB SERVICES AFTER ASSESSMENT	G0907002	04/10/90	1
GAIN8	PREEMPLOYMENT PREPARATION (PREP)	G1007002	04/10/90	1
GAIN84	YSLAS VS ANDERSON	GG407004	01/05/95	1
GAIN86	CCWRO VS ANDERSON	GG607003	01/06/95	1
GAIN9	MISCELLANEOUS	G1107002	04/10/90	1
NA6	STATE HEARING RIGHTS	G7707001	10/31/90	1
6011	SERVICE PROVIDER CANCELLATION/STOP NOTICE	G6007023	02/01/99	5

**Exhibit 10 — Scanned Notices and Notice of Actions**

6043	GCM CHANGE NOTICE	G7007005	05/10/94	4
CL1C	CAL-LEARN REGISTRATION/PROGRAM/INFORMATION/ APPOINTMENT	G1C07016	01/27/96	2
CL1P	CAL-LEARN REGISTRATION/PROGRAM/INFORMATION/ APPOINTMENT	G1P07022	10/10/95	2
GN22	NOTICE OF PARTICIPATION PROBLEM (FIRST INSTANCE)	G1207001	01/01/90	1
T89-22	GAIN OUTREACH APPOINTMENT	3	08/24/91	1
<b>Total Notices:</b>		<b>122</b>	<b>Total Versions:</b>	<b>328</b>

**Note: Reserved for Cal-Learn means the notices was reserved for future use.**

**GROW - Notice of Actions (NOA) – Intentionally Omitted**

## Exhibit 11 — Volumes (Other)

Design and scope of the System may be significantly different from the current system. Therefore, the County has provided the following table for informational purposes only. Proposers should be advised that these reflect the County's current volumes. Refer to Technical Exhibit 4, section E (Volumes) for Transactions and Demographic.

Category (monthly)	Current Volumes
Total Users	3,500
Concurrent Users	850
Transactions	5,000,000
Total Participants	1,417,384
Registered Participants	55,520
Unregistered Participants	1,361,864
Notices of Action on the System (two years worth of NOA history)	3,000,000 30 GB (compressed)
Archived Notices of Action (NOA history since 1998 to present)	12,500,000 50 GB (compressed)
Disk Space (total)	2,222.5 GB
Mailings by Piece	106,500
Notices Postage (piece)	85,000
Invoices Postage (piece)	850
Reports Postage (piece)	80
Print Lines	20,000,000

## Exhibit 12 — Archived Data Volumes and Summaries

GEARS Production Database Record Volumes (as of 05/04/08)			
File #	File Name	File Description	Records
136	GR-HOME-VISIT	HOME-VISIT	164,028
137	GR-LDR-EMPL-ADA	LEADER-EMPLOYMENT	345,748
138	GR-CL-LRN-ST-HIS	CAL-LEARN-STATUS-HIST	8,792
139	GR-CAL-LRN-STATS	CAL-LEARN-STATUS	13,083
140	GR-LRNING-DISABL	LEARNING-DISABILITY	178,764
141	GR-CHLD-CMPNENT	CHILD-COMPONENT	0
142	GR-POST-TIME-LMT	POST-TIME-LIMIT-SERV	14,500
143	GR-SUPSV-COL-RQ	SUPPORT-SERVICE-COLLEGE-REQUEST	7,263
144	GR-SUPSV-TRACK	SUPPORTIVE-SERVICE-TRACKING-LOG	2,889,183
145	GR-TERM-HISTORY	TERMINATION-HISTORY	234,170
150	GR-PART-TWO	PARTICIPANT-TWO	3,259
151	GR-CALWRK-TIME-L	CALWORKS-TIME-LIMIT	6,602
152	GR-GCM-CHANGE	GCM-CHANGE	16
153	GR-CC-STG-1-PYMT	CHILD-CARE-STAGE-1-PAYMENT	380
154	GR-CC-STAGE-1	CHILD-CARE-STAGE-1	2,598,736
155	GR-CC-REQUEST	CHILD-CARE-REQUEST	302,559
156	GR-CC-CHANGE	CHILD-CARE-CHANGE	389,381
157	GR-CC-IN-PRT-363	CHILD-CARE-INVOICE-PRINT-363	561
158	GR-LDR-TXN-6001	LEADER-TXN-6001-6	181,786
159	GR-GOOD-CAUSE-HI	GOOD-CAUSE-HISTORY	240,220
160	GR-CC-STAGE-2-HI	CHILD-CARE-STAGE-2-HISTORY	19,581
161	GR-APP-CHLD-CARE	APP-CHILD-CARE	167,179
165	GR-LEADER-TXN	LEADER-TXN	6,648,112
167	GR-CCARE-WAITING	CHILD-CARE-WAITING	0
168	GR-CCARE-STAGE-2	CHILD-CARE-STAGE-2	145,159
169	GR-TIME-CLOK-HIS	TIME-CLOCK-HISTORY	0
170	GR-AFLP-LOCATION	AFLP-LOCATION-SITE	24
171	GR-AFLP-CASE-MGR	AFLP-CASE-MANAGER	442
172	AFLP-ALERT	AFLP-ALERT	497,362
173	GR-AFLP-TRACKING	AFLP-REPORT-CARD-TRACKING	88,816
174	GR-AFLP-BONUS	AFLP-BONUS	17,687
176	GR-AFLP-CONCIL	AFLP-CONCILIATION	51,733
177	GR-APP-MESSAGE	APP-MESSAGE	8
178	GR-RPLCD-WARRANT	REPLACED-WARRANT	11,358
179	GR-APP-TERM-PART	APP-TERMINATED-PARTICIPANT	0
180	GR-EMPLOY-PLAN	EMPLOYMENT-PLAN	230,857
181	GR-ASSESSMENT	ASSESSMENT	171,393
182	GR-CONCILIATION	CONCILIATION	1,463,104
183	GR-NOA-TRACKING	NOA-TRACKING	1,572,462
184	GR-NOA-ACTIVITY	NOA-ACTIVITY	1,139,478
185	GR-OVER-PAYMENT	OVER-PAYMENT	213,540



186	GR-PART-PAYMENT	PARTICIPANT-PAYMENT	0
187	GR-ADD-TRANSPORT	ADD-TRANSPORT	35,523
188	GR-MDRC-DRAW-OFF	MDRC-DRAW-OFF	4
190	GR-MDRC-ADA	MDRC	49
191	CJ-FAST-NVGT	NAVIGATION	7,113
192	GR-TIME-STUDY	TIME-STUDY	29,856
193	GR-SUPP-SRV-RQST	SUPPORTIVE-SERVICE-REQUEST	47,166
194	GR-PART-NOTICE	PARTICIPANT-NOTICE	3,382,670
195	GR-RMR-75-ADA	RMR-75	324
196	GR-PROGRESS-REPT	PROGRESS-REPORT	441,385
197	CJ-TBLS-MSTR	CJ-TBLS-MSTR	20,646
198	GR-REGIONAL-MRKT	REGIONAL-MARKET-RATE	2,514
199	GR-SESSION-INV	SESSION-INVENTORY	86,242
200	GR-NOA-TRANSACTN	NOA-TRANSACTION	0
201	GR-APPRAISAL	APPRAISAL	1,589,179
202	GR-MTH-TIME-STY	MTHLY-TIME-STUDY	28
203	GR-TRAVEL-TIME	TRAVEL-TIME	34,363
204	GR-CASE	CASE	536,375
205	GR-GLOBAL-AUTHOR	CHILD-CARE-GLOBAL-AUTH	312,703
206	GR-TABLE-ADA	GEARS-TABLE	3,735
207	GR-CHILDREN	CHILD	1,221,587
208	GR-CHILD-CARE	CHILD-CARE	1,224,599
209	GR-COMPONENT	COMPONENT	1,088,095
210	GR-SUBCONTRACT	SUBCONTRACT	10,903
211	GR-NON-COMPLIAN	NON-COMPLIANCE	19,343
212	GR-EMPLOYEE-ADA	EMPLOYEE	486
213	GR-CASE-TRANSFER	CASE-TRANSFER-TRANSACTION	10,276,840
214	GR-EMPLOYMENT	EMPLOYMENT	461,162
215	PROVIDER-REFERNC	PROVIDER-REFERENCE	89,722
216	GR-GAIN-HISTORY	GAIN-HISTORY	16,148,003
217	GR-PART-ACTIVITY	PARTICIPANT-ACTIVITY	722,739
218	INTERMEDIARY	INTERMEDIARY-INVENTORY	94
219	INVOICE-TABLE	INVOICE-TABLE	6
220	GR-INVOICE	INVOICE	124,525
224	GR-OTH-CNTY-HIST	OTHER-COUNTY-HISTORY	1
225	GR-PARTICIPANT	PARTICIPANT	1,180,104
226	GR-PERS-COUNSEL	PERSONAL-COUNSELLING	111
227	GR-MISC-PAYMENT	MISCELLANEOUS-PAYMENT	0
228	GR-PROVIDER	PROVIDER	196,582
229	GR-TRANSPRTATION	TRANSPORTATION	4,260,805
230	PAYMENT-SCHEDULE	PAYMENT-SCHEDULE	28,196
231	GR-REFER-REJECTN	REFERRAL-REJECTION	5
233	GR-ANCILLARY-EXP	ANCILLARY-EXPENSE	520,899
234	GR-WELFARE-HIST	WELFARE-HISTORY	7,541,974
235	GR-GRIEVANCE	GRIEVANCE	1,500
236	GR-GSW-ADA	GSW	1,587
237	APPOINTMENT-CLDR	APPOINTMENT-CALENDAR	6,210
238	GR-TXN-GEARS	TXN-GEAR	94

Exhibit 12 — Archived Data Volumes and Summaries

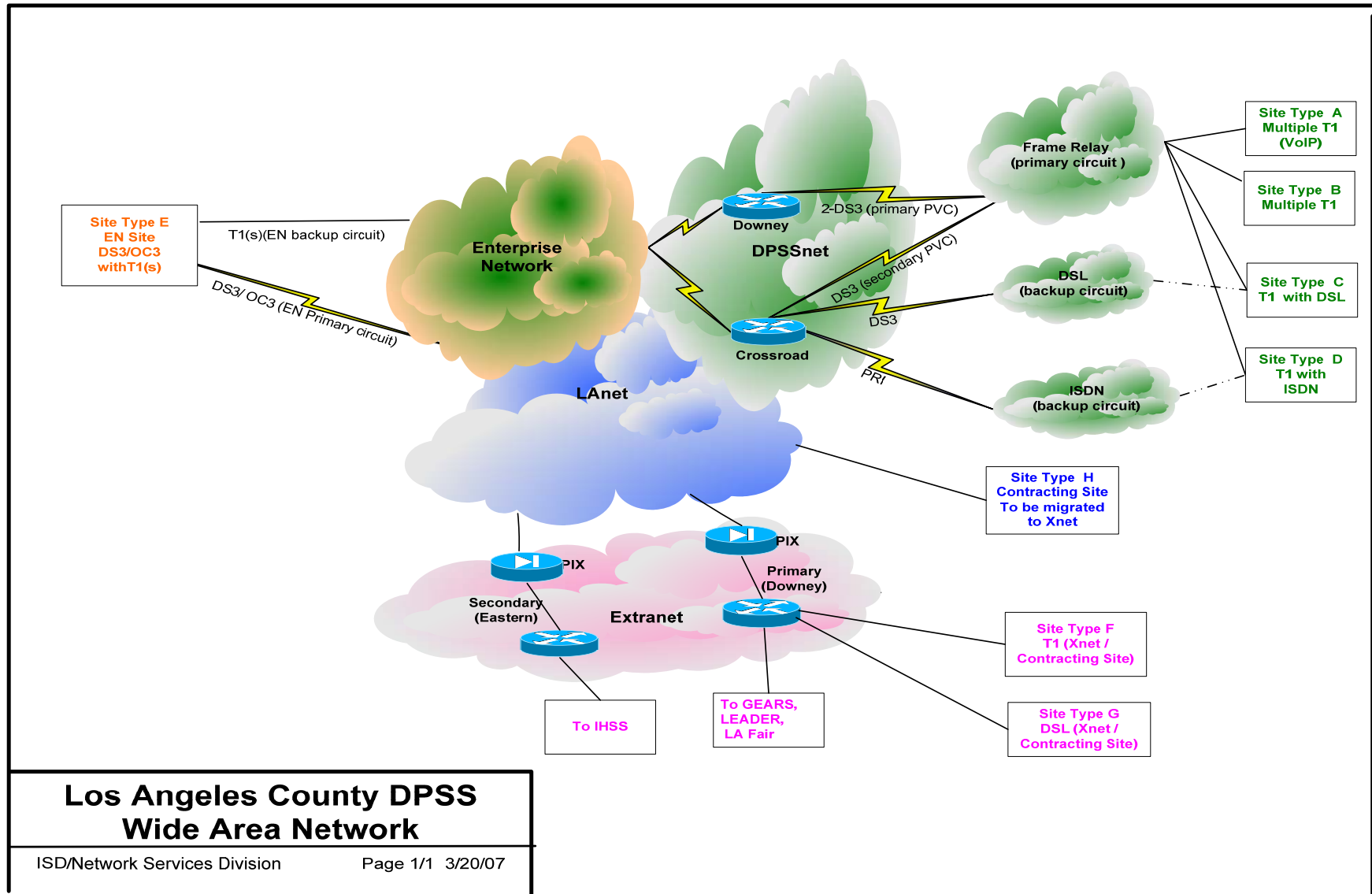
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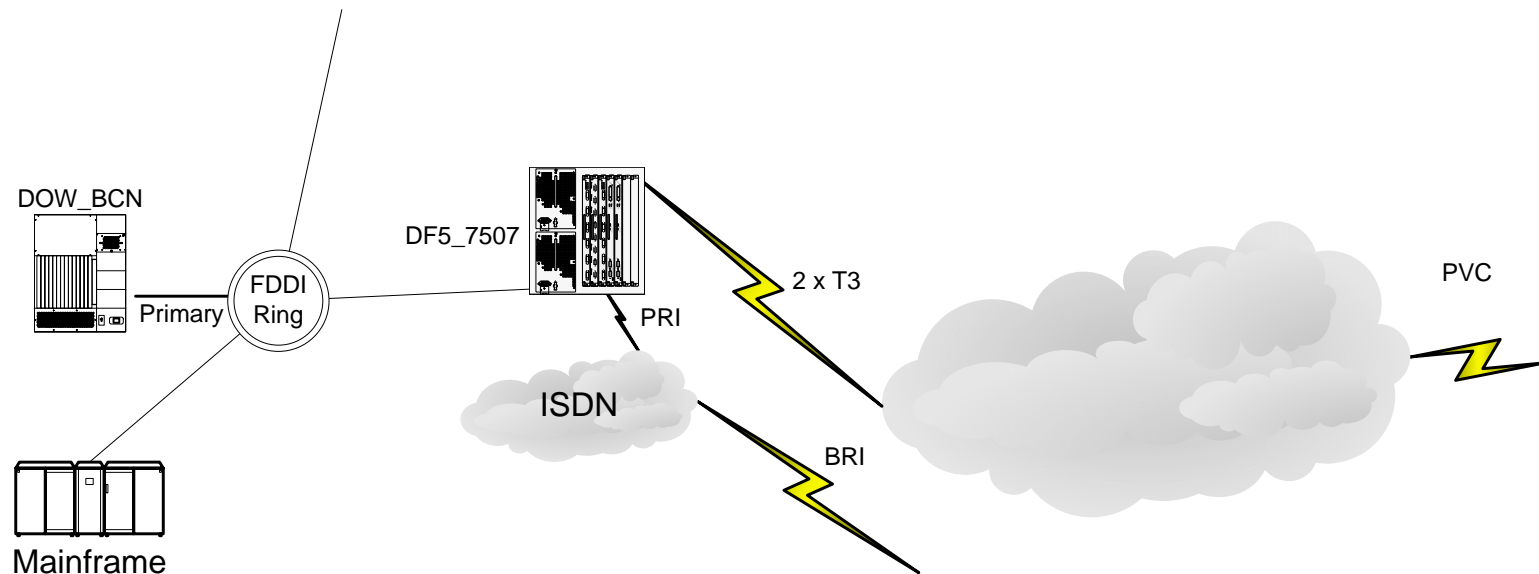
239	GR-ALERTS	ALERT	505,726
240	NOTICE-FORMAT	NOTICE-FORMAT	948
241	GR-CHLD-CARE-INV	CHILD-CARE-INVOICE	1,248,618
242	GR-NOTICE-REQST	NOTICE-REQUEST	127,793
243	GR-CHLD-CARE-PAY	CHILD-CARE-PAYMENT	510
244	GR-TIME-CLOK-CNT	TIME-CLOCK-COUNT	0
245	GR-APP-INV-REPRT	APP-INV-REPORT	1,710
246	GR-CC-INV-PRINT	CHILD-CARE-INVOICE-PRINT	0
247	GR-CHILD-RATE	CHILD-RATE	366,985
248	GR-PROVIDER-RATE	PROVIDER-RATE	376,555
249	GR-PAYMENT-AUTH	PAYMENT-AUTHORIZATION	5,986,397
250	GR-NOTICE-VAR	NOTICE-VARIABLES	3,382,670
251	CONNECT-SYSTEM	CONNECT	5,610,824
		<b>TOTAL RECORDS LOADED:</b>	<b>91,271,239</b>

## **Exhibit 13 — DPSS Network Diagram**

The following pages include a network diagram dated August 2003 of DPSS as it operates via the LANet/EN. Each DPSS location is depicted by a box that is coded with an abbreviation of the site name and Cisco router model number (e.g., DSWF\_2610), and the speed of the network connection (e.g., T1/ISDN). All CalWORKs District Offices and GAIN Regional Offices are connected via T1s with ISDN as its backup. All other connections are via 56 kbps or ISDN BRIs.

Exhibit 13 — DPSS Network Diagram





drcs\_804 drae\_804 drar\_804 drcc\_804  
 dren\_804 drcl\_804 drcp\_804 drco\_804  
 dree\_804 drea\_804 drhc\_804 dril\_804  
 drie\_804 drib\_804 drjv\_804 drlb\_804  
 drla\_804 drpl\_804 drpe\_804 drpg\_804  
 drul\_804 drur\_804 drrl\_804 drrc\_804  
 drrg\_804 drra\_804 drsg\_804 drri\_804  
 drcb\_804 drce\_804 drca\_804 dgfr\_804  
 dgva\_804 dgco\_804 dgac\_804 dgwe\_804  
 dgce\_804 dgfl\_804 dgla\_804 dglib\_804  
 dglu\_804 dgcc\_804 dgss\_804 dgcl\_804  
 dgoe\_804

### DPSS District Sites as of 3.20.07

Site Type A - Multiple T1s (VoIP)			
1	ss-dsun-ar1	2T1s (VoIP)	DPSS Sun Valley
2	ss-dcor-ar1	3T1s (VoIP)	DPSS Corbin Dist #90
3	ss-dssd-ar1	2T1s (VoIP)	DPSS Southwest Special District
4	ss-dssd-ar2 (backup router)		DPSS Southwest Special District

Site Type B - Multiple T1s			
1	ss-dmnd-ar1	2T1s	DPSS Metro North
2	ss-dhsc-ar1	2T1s	DPSS/ Hawthorne Site Cresation
3	ss-dmfd-ar1	2T1s	DPSS Metro Family
4	ss-dgrd-ar1	2T1s	Gain Region V DPSS
5	ss-dlan-ar1	2T1s	DPSS Grow Lancaster
6	ss-desg-ar1	2T1s	DPSS El Monte/San Gabriel
7	ss-dxpl-ar1	2T1s	DPSS Expo LA
8	ss-dgbd-ar1	2T1s	Gain Region VI DPSS
9	ss-dwvc-ar1	2T1s	West Valley DPSS
10	ss-dhrd-ar1	3T1s	DPSS HRD & Finance Division

Site Type C - T1 with DSL backup			
1	ss-dpgd-ar1	T1 + DSL	Palmdale GAIN DPSS
2	ss-devd-ar1	T1 + DSL	East Valley DPSS
3	ss-dffd-ar1	T1 + DSL	Florence DPSS
4	ss-dcod-ar1	T1 + DSL	Compton DPSS
5	ss-dgcp-ar1	T1 + DSL	DPSS GROW Cypress Park
6	ss-dwid-ar1	T1 + DSL	Wilshire Special District DPSS
7	ss-dwgd-ar1	T1 + DSL	Wilshire GAIN DPSS
8	ss-drsd-ar1	T1 + DSL	DPSS Records Mngt & Supply
9	ss-dgsc-ar1	T1 + DSL	DPSS/GROW So Central
10	ss-dscd-ar1	T1 + DSL	DPSS Santa Clarita
11	ss-dmed-ar1	T1 + DSL	Metro East DPSS
12	ss-dptd-ar1	T1 + DSL	Paramount DPSS
13	ss-dgre-ar1	T1 + DSL	DPSS GAIN Region III
14	ss-dghq-ar1	T1 + DSL	GAIN HQ DPSS
15	ss-dbgd-ar1	T1 + DSL	DPSS GAIN Burbank
16	ss-dlan-ar1	T1 + DSL	DPSS LanCaster
17	ss-dlhd-ar1	T1 + DSL	Lincoln Heights DPSS
18	ss-dgln-ar1	T1 + DSL	DPSS Glendale District
19	ss-dcgn-ar1	T1 + DSL	Century GAIN DPSS
20	ss-dbed-ar1	T1 + DSL	Belvedere DPSS
21	ss-dccd-ar1	T1 + DSL	Civic Center DPSS
22	ss-dcud-ar1	T1 + DSL	Cudahy DPSS
23	ss-dswf-ar1	T1 + DSL	Southwest Family DPSS
24	ss-dpsd-ar1	T1 + DSL	Pasadena DPSS

Site Type D - T1 with ISDN backup			
1	ss-dsod-ar1	T1 + ISDN	DPSS South Central
2	ss-drpk-ar1	T1 + ISDN	DPSS/Racho Park District
3	ss-dwld-ar1	T1 + ISDN	West LA DPSS
4	ss-dnwd-ar1	T1 + ISDN	Norwalk DPSS
5	ss-dwsd-ar1	T1 + ISDN	WV San Fernando DPSS
6	ss-dmcd-ar1	T1 + ISDN	DPSS Medi Cal LTC (Military & Vets)
7	ss-dsfd-ar1	T1 + ISDN	South Family DPSS*
8	ss-dpod-ar1	T1 + ISDN	Pomona DPSS
9	ss-ddpg-ar1	T1 + ISDN	DPSS GAIN Pomona
10	ss-dmsd-ar1	T1 + ISDN	Metro Special DPSS
11	ss-dlad-ar1	T1 + ISDN	Lancaster DPSS
12	ss-dgpo-ar1	T1 + ISDN	DPSS GROW Pomona
13	ss-dglc-ar1	T1 + ISDN	DPSS GROW Lancaster

Site Type E - EN Sites			
1	en-dcsd-ar1	OC3 + 2T1	DPSS Computer Services - Carmenita
2	en-dcrd-ar1	DS3 + T1	DPSS Crossroad Pkwy HQ
3	en-dcto-ar1	DS3 + 3T1 (VoIP)	DPSS Telstar

**Note: this site is on Lanet and co-located with Probation Department**

1	la-pila-ar1	2T1s	DPSS Southwest Office/ Probation Imperial
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**DPSS - Contracting Sites as of 3.20.07**

<b>Site Type F - T1 (Extranet/ Contracting Site)</b>			
1	LAHA-2620	T1	LA Homeless Auth
2	Pathways-1721	T1	Pathways
3	APC-1720	T1	Asian Pacific Consortium
4	CFCFS-1841	T1	Cntr For Com & Fam Serv
5	CCFS-1721	T1	Cntr Comm Family Svr
6	CC-1721	T1	Connections for Children
7	IILA-1721	T1	International Inst. Of LA
8	DCD3215-1721	T1	Drew Child Dev 3215 Almda
9	DCD3209-1721	T1	Drew Child Dev 3209 Almda
10	MAOF-1721	T1	Mexican Am Opp Found
11	CSD-1721	T1	Crystal Stairs Degnan
12	AltaMed-2621	T1	Alta Med Indiana Blvd
13	AMMLK-1721	T1	Alta Med MLK
14	CYA-1721	T1	California Youth Authority
15	CON-1721	T1	City Of Norwalk
16	CO-1721	T1	Career Options Baldwin Pk
17	CCRC-1721	T1	Child Care Resorce Center
18	CCRCVN-1721	T1	Child Care Rsrce Cntr VN
19	Pomona-1841	T1	Pomona School Dist
20	FFS-1721	T1	Foothill Family Services
21	Pierce-1721	T1	Pierce College
22	COTC-2621	T1	College of the Canyons
23	AVC-1721	T1	Antelope Valley College
24	CCIS-1721	T1	Child Care Info Srv Pasadna
25	CHS-1721	T1	Childrens Home Society
26	EN-1721	T1	El Nido Family Center
27	CS-1721	T1	Chrystal Stairs
28	WLAC-1841	T1	West LA College

<b>Site Type G - DSL (Extranet/ Contracting Site)</b>			
1	LATTC-1841	DSL	LA Trade Tech College
2	LAHC-1841	DSL	LA Harbor College
3	ELFC-1721	DSL	El Nido Family Center Ing
4	ELAC-1841	DSL	East LA College
5	AESSC-1841	DSL	AESSC
6	ARS-1841	DSL	ARS
7	EPCCC-1841	DSL	Expo Park Child Care Center
8	LACC-1841	DSL	Los Angeles City College
9	CES-1841	DSL	CES



**DPSS Contracting Sites (To be migrated to Extranet)**

Site Type H - Contracting Sites to be migrated to Extranet			
1	decs_2610	T1	DPSS - Equipooise Carson Site
2	dlks_1721	T1	DPSS/ Lankershim
3	durb_1721	T1	DPSS Urban League
4	dull_1721	T1	DPSS Urban League LA
5	DVAC_1721	T1	DPSS Valley Assessment Center
6	ss-dhos-ar1	T1 w/ DSL	DPSS Harbor One Stop
7	DSDP_1721	T1 w/ DSL	DPSS LAUSD Pasadena
8	drca-1721	DSL	DPSS Cath. Char. LA
9	dgcl-1721	DSL	DPSS GROW Career Opts. Inc.
10	dgfl-1721	DSL	DPSS GROW Foster Testing Center
11	dgva-1721	DSL	DPSS GROW Verdugo Asset
12	dgfr-1721	DSL	DPSS GROW Foster Testing Center
13	d1cp_2610	56k w/ DSL	DPSS 1-Stop/Career Partners
14	drjv_1720	56k w/ DSL	DPSS/Refugee/Jewish
15	dseu_1721	56k w/ DSL	DPSS/ Site Creation/ El Nido Family Center
16	dsec_1720	56k w/ DSL	DPSS/ Site Creation/ El Camino College
7	dsse_1720	56k w/ DSL	DPSS/ LA USD/ South El Monte
18	dgwc_1720	56k w/ DSL	DPSS/GROW Weingart Center Association
19	dcpd_1720	56k w/ DSL	DPSS/CAL LEARN Palmdale
20	dffp_1721	56k w/ DSL	DPSS/ Foothill Family Svc Pasadena
21	dgcr_1720	56k w/ DSL	DPSS/ Grow LACOE
22	dgvl_1720	56k w/ DSL	DPSS/ Grow LA-Vermont
23	dass_1720	56k w/ DSL	DPSS/Armenian Social Service Center
24	dgwa_1720	56k w/ DSL	DPSS/ Good Will One-Stop LA
25	drag_2610	56k	DPSS Refugee/Armenian Relief
26	d1lw_2610	56k	DPSS 1-Stop/LA Works
27	d1sp_2610	56k	DPSS 1-Stop/SELACO PIC
28	drlb_1720	56k	DPSS/Ref/Long Bch College
29	dgoe_1720	56k	DPSS/Ref/LACOE
30	dggw	56k	DPSS/GAIN Goodwill Ind
31	dgcd_1720	56k	DPSS/GROW Career Options - Downey
32	dgfa_1720	56k	DPSS/GROW Foster Assessment Center
33	dcpc_1720	56k	DPSS/CAL LEARN Pacoima
34	ddlo_1604	56k	DPSS Devermont Law Office
35	DGCT_1720	56k	DPSS/Long Bch Career Trans Ctr
36	dllc_1720	56k	DPSS/ LACOE Lancaster

## Exhibit 14 — Current County Local Hardware

As of 03/2007

### Current County Local Hardware Specifications

Type:	Manufacturer:	Description:	Model:
<b>Servers:</b>	Hewlett Packard	HP DL 380	N/A
	Hewlett Packard	HP DL 360	N/A
<b>Desktops:</b>	Hewlett Packard	HP Vectra VL400, 128 MB, PIII — 733 MHz	D8664T
	Hewlett Packard	HP e-Vectra, 256 MB, PIII — 733 MHz	D9899T
	Hewlett Packard	HP P4, 1.6GHZ, 256MB RAM	P5778T
	Hewlett Packard	HP P4, 1.0GHZ, 256MB RAM	P4150T
	Hewlett Packard	HP P3, 866MHZ, 256MB RAM	P3315T
	Hewlett Packard	HP P3, 800MHZ, 256MB RAM	P2786T
	DELL	OPTIPLEX P4 3.0 GHZ, 256MB RAM	GX270
	DELL	OPTIPLEX P4 3.4 GHZ, 2GB RAM	GX620
	Gateway	P4, 2.4 GHZ, 256MB RAM	E4100
	Gateway	P4, 3.0GHZ, 256MB RAM	E4300
<b>Laptops:</b>	Dell	Latitude D820	PP04X
	Dell	Latitude D610	PP05L
	Dell	Latitude D520	PP17L
	Toshiba	Protégé R100	PPR10U
	Toshiba	Tecra M5	PTM51U
	Hewlett Packard	Omnibook 6000, PIII — 700 MHz	F2090WT
<b>Keyboards:</b>	Hewlett Packard	HP Windows Keyboard	C4735A
	Dell	Dell Keyboard	SK8115
	Dell	Dell Keyboard	RT7D20
	Gateway	Gateway Keyboard	SK9921
<b>Monitors:</b>	Bridge	17" Monitor	BVG-700
	Hewlett Packard	HP 75 — 17" Monitor	D8900A
	Hewlett Packard	HP 910 — 19" Monitor	D8910A
	Dell	17" Color Flat CRT Monitor	M783
	Dell	17" Flat Panel	FP1707
	Dell	19" Flat Panel	FP1907
	Hewlett Packard	HP 1110 — 21" Monitor	D2847A
	Gateway	17" CRT Monitor	VX730
<b>Printers:</b>	Hewlett Packard	LaserJet 4050	C4251A
	Hewlett Packard	Laser Jet 4000	Q5400A
	Hewlett Packard	Laser Jet 4100	C8049A
	Hewlett Packard	Laser Jet 4250	Q5400A
	Hewlett Packard	Laser Jet 9500	C8547A
	Hewlett Packard	Office Jet G85xi	C6738A

Type:	Manufacturer:	Description:	Model:
<b>Scanners:</b>	Hewlett Packard	LaserJet 8000 (high volume printing)	C4085A
	Hewlett Packard	Office Jet 6210	Q5801A
	Hewlett Packard	Office Jet 7110	C8390A
	ESPON	Dot Matrix FX-880	C2299001
	Hewlett Packard	HP Digital Sender 9100C	C1316A
	Hewlett Packard	HP Digital Sender 9200	Q5916A
	Hewlett Packard	HP LaserJet 1100Axzi (printer-copier-scanner)	C4224V
<b>Surge Protection:</b>	NewPoint	NewPoint Power Director Plus	P15
	Belkin	Belkin Surge Protector	F5C044
	APC	APC Surge Arrest Professional (7outlet)	PRO7
	APC	APC Surge Arrest Notebook Pro Surge Protection	PNOTEPRO
<b>Security:</b>	D&D Security Resources	Security PrePack Kit (lock, cables, glue, plates)	DPSS-2
	Kensington	Notebook Microsaver	64068
<b>Miscellaneous:</b>	Belkin	Data Transfer A/B Switch	F1A013
	Belkin	2 Port KVM Switch	F1D092
	Belkin	CAT 5 Patch cables	N/A
	Belkin	Bi-Directional Parallel Printer Cables	N/A

## Exhibit 15 — County Offices and Remote Locations

As of: 03/2007

### ***GAIN Regional Offices***

Region #	Location Code	GEARS WKSTN	Printers	Hi-Volume Printer	Region Name	Region Address or Location
I	G8084	188	188	1	West County GAIN	5200 W. Century Blvd., Los Angeles, CA 90045
II	G2052	90	90	1	West San Fernando Valley	21415 Plummer St., Chatsworth, CA 91311
III	G3057	186	186	1	San Gabriel Valley	3216 Rosemead Blvd., El Monte, CA 91731
IV	G4058	139	139	1	Exposition Park GAIN	3833 S. Vermont, Los Angeles, CA 90037
V	G5061	170	170	1	South County GAIN	2959 Victoria St., Rancho Dominguez, CA 90221
VI	G6064	168	168	1	Southeast County	5460 Bandini Blvd., Bell, CA 90201
VII	G7071	65	65	1	East San Fernando Valley	3307 N. Glenoaks Blvd., Burbank, CA 91504
	<b>TOTAL</b>	<b>1006</b>	<b>1006</b>	<b>7</b>		

### ***GAIN Sub-Offices***

Region #	Location Code	GEARS WKSTN	Printers	Hi-Volume Printer	Region Name	Region Address or Location
II	G2050	82	82	1	Palmdale GAIN Sub	1050 E. Palmdale Blvd., Palmdale, CA 93350
II	G2055	18	18	1	Santa Clarita GAIN Sub	27233 Camp Plenty Rd., Canyon Country, CA 91351
III	G3056	76	76	1	Pomona GAIN Career Ctr.	2255 N. Garey Ave., Pomona, CA 91767
IV	G4059	139	139	1	Central and West County Sub	2910 W. Beverly Blvd., Los Angeles, CA 90057
V	G5067	10	10	1	GAIN One-stop Sub	1851 N. Gaffey St. #F, San Pedro, CA 90731
	<b>TOTAL</b>	<b>325</b>	<b>325</b>	<b>5</b>		

As of: 03/2007

**BCW Districts**

District #	Location Code	GEARS WKSTN	Printers	Hi-Volume Printer	District Name	District Address or Location
02	G2002	12	12	0	Glendale	4680 San Fernando Rd., Glendale, CA 91204
03	G2003	12	12	0	Pasadena	955 N. Lake Ave., Pasadena, CA 91104
04	G5004	12	12	0	El Monte	3216 N. Rosemead Blvd., El Monte, CA 91731
05	G5005	12	12	0	Belvedere	5445 Whittier Blvd., Los Angeles, CA 90022
06	G1006	12	12	0	Cudahy	8130 S. Atlantic Blvd., Cudahy, CA 90201
09	G4009	9	9	0	West L.A.	11390 W. Olympic Blvd., Los Angeles, CA 90064
11	G2011	12	12	0	East Valley	14545 Lanark St., Panorama City, CA 91402
12	G4012	12	12	0	Expo Park	3833 S. Vermont Ave., Los Angeles, CA 90037
13	G3013	12	12	0	Metro Family	2615 S. Grand Ave., Los Angeles, CA 90007
15	G5015	12	12	0	Metro East	2855 E. Olympic Blvd., Los Angeles, CA 90023
17	G4017	12	12	0	Florence	1740 E. Gage Ave., Los Angeles, CA 90001
20	G5020	12	12	0	San Gabriel Valley	3216 N. Rosemead Blvd., El Monte, CA 91731
26	G4026	12	12	0	Compton	211 E. Alondra Blvd., Compton, CA 90220
27	G4027	12	12	0	South Central	10728 S. Central Ave., Los Angeles, CA 90059
31	G1031	12	12	0	South Family	17600 "A" Santa Fe Ave., Rancho Dominguez, CA 90221
34	G2034	12	12	0	Lancaster	349-C E Ave., K-6, Lancaster, CA 93534
36	G5036	12	12	0	Pomona	2040 W. Holt Ave., Pomona, CA 91768
38	G3038	12	15	0	Metro North	2601 Wilshire Blvd., Los Angeles, CA 90057
40	G1040	25	25	0	Norwalk	12727 Norwalk Blvd., Norwalk, CA 90650
51	G2051	2	2	0	Santa Clarita Branch	27233 Camp Plenty Rd., Canyon Country, CA 91351
62	G1062	12	12	0	Paramount	2961 E. Victoria St., Rancho Dominguez, CA 90221
66	G5066	12	12	0	Lincoln Heights	4077 N. Mission Rd., Los Angeles, CA 90032
82	G2082	12	12	0	West Valley	21415 Plummer St., Chatsworth, CA 91311
83	G4083	17	17	0	Southwest Family	923 E. Redondo Blvd., Inglewood, CA 90302
	<b>TOTAL</b>	<b>293</b>	<b>293</b>	<b>0</b>		

As of: 03/2007

**CAL-Learn Contractors**

Site #	Printer	WK STN	Office Name	Office Address or Location
61	1	1	El Nido Family Centers, Palmdale	38345 30th St. East, Suite C1, Palmdale, CA 93550
62	2	2	El Nido Family Centers, South Central	2152 W. Manchester, Los Angeles, CA 90047
63	1	1	El Nido Family Centers, Carson	460 Carson Plaza Dr., Carson, CA 90746
64	3	3	El Nido Family Centers, Pacoima	13460 Van Nuys Blvd., Pacoima, CA 91331
65	2	2	El Nido Family Centres, Van Nuys	10200 Sepulveda Blvd., Suite 350, Mission Hills, CA 91345
66	1	1	El Nido Family Centers, Inglewood	110 S. La Brea Ave., Suite 420, Inglewood, CA 90301
67	1	1	NATEEN — Children's Hospital	4610 E. Hollywood Blvd., Los Angeles, CA 90027
68	1	1	AltaMed — East Los Angeles	1512 S Indiana St., Los Angeles, CA 90063
69	1	1	Alta Med Health Services Corporation	711 E. Warlow Rd., Long Beach, CA 90807
70	1	1	Foothill Family Services W. Covina	1215 W. Covina Pkway, Suite 200, W. Covina, CA91790
71	3	3	Foothill Family Services	2500 E. Foothill Blvd., Pasadera, CA
<b>TOTAL</b>	<b>17</b>	<b>17</b>		

**Miscellaneous Sites**

Site #	Work-stations	Printers	Hi-Volume Printers	Office Name	Office Address or Location
1	72	72	1	Gain Division (TCP/IP)	12820 Crossroads Parkway South, Industry, CA 91746
2	25	25	3	Eligibility Systems Division	9320 Telstar Ave. Suite 132, El Monte, CA 91731
7	5	5	0	Appeals and Hearings	3833 S. Vermont Ave. Los Angeles, CA 90037
8	20	20	0	Finance/Special Operations Section (TCP/IP)	3435 Wilshire Blvd., Los Angeles, CA 90010
53	30	30	0	ISS Section (TCP/IP)	12820 Crossroads Parkway South, Industry, CA 91746
69	75	75	0	DPSS University Headquarters	12440 E. Imperial Hwy., Norwalk, CA 90650
<b>TOTAL</b>	<b>227</b>	<b>227</b>	<b>4</b>		

As of: 08/2006

**APP Offices**

<b>GEARS WKSTN</b>	<b>Printers</b>	<b>Office Name</b>	<b>Office Address or Location</b>
45	46	Child and Family Services - Pathways (Los Angeles Office)	3550 W. 6th Street, Suite #500, Los Angeles, CA 90020
30	31	Child Care Info. Serv. (Pasadena Office)	2465 E. Walnut St. Pasadena, CA 91107
42	43	Child Care Info. Serv. (Pomona School District)	1460 E. Holt Blvd., Suite #170, Pomona, CA 91767
42	43	Child Care Resource Ctr. (Lancaster Office)	42281 10th St. West Lancaster, CA 93534
106	107	Child Care Resource Ctr. (Van Nuys Office)	16650 Sherman Way Blvd., Suite #200. Van Nuys, CA 91406
70	71	Children's Home Society (Long Beach Office)	330 Golden Shore Dr. Long Beach, CA 90810
15	16	Connections For Children (Santa Monica Office)	2701 Ocean Park Blvd., Suite #253, Santa Monica, CA 90405
147	148	Crystal Stairs (Airport Office)	5100 W. Goldleaf Cir., Los Angeles, CA 90056
2	3	Crystal Stairs (Crenshaw Office)	4305 Degnan Blvd., Los Angeles, CA 90008
5	6	International Institute of LA	3845 Selig Place. Los Angeles, CA 90031
6	7	City of Norwalk (Firestone Office)	12035 Firestone Blvd. Norwalk, CA 90650
26	27	Drew Child Development	3215 N. Alameda St. Suite D, Compton, CA 90220
27	28	Mexican American Opportunity Foundation	401 North Garfield Ave., Montebello, CA 90640
60	61	Options (Baldwin Park Office)	13100 Brooks Drive, Suite #200, Baldwin Park, CA 91706
38	39	Center for Community and family Services	649 Albertoni St., Carson, CA 90746
<b>Total: 661</b>	<b>676</b>		



As of: 03/2007

**REP Offices**

<b>GEARS WKSTN</b>	<b>Printers</b>	<b>Office Name</b>	<b>Office Address or Location</b>
1	1	Armenian Evangelical Social Services	5250 Santa Monica Blvd., #202, Los Angeles, CA 90029
10	10	Armenian Evangelical Social Services	611 Colorado St., Glendale, CA 91204
8	8	Armenian Relief Society (Glendale Office)	517 West Glenoaks Ave., Glendale, CA 91205
1	1	Armenian Relief Society (Hollywood Office)	1203 North Vermont Ave., Hollywood, CA 90029
1	1	Armenian Relief Society (Montebello Office)	420 West Washington Blvd., Montebello, CA 90640
1	1	Armenian Relief Society (Studio City Office)	11719 Moorpark Street, Studio City, CA 91604
8	8	Catholic Charities of Los Angeles (Glendale Office)	4322 San Fernando rd., Glendale, CA 91204
1	1	Catholic Charities of Los Angeles (El Monte Office)	11100 East Valley Blvd., #109, El Monte, CA 91731
8	8	Catholic Charities of Los Angeles (Los Angeles Office)	1530 James Wood Ave., Los Angeles, CA 90015
2	2	Catholic Charities of Los Angeles	21600 Hart St., Canoga park, CA 91731
1	1	Catholic Charities of Los Angeles	123 E. 14 <sup>th</sup> St., Long Beach, CA
2	2	CES	220 S. Kenwood, Suite 310, Glendale, CA 91205
6	6	Jewish Vocational Services	6505 Wilshire Blvd., Los Angeles, CA 90048
6	6	Jewish Vocational Services	15130 Ventura Blvd. Suite 209, Sherman Oaks, CA 91432
<b>Total: 56</b>	<b>56</b>		

As of: 03/2007

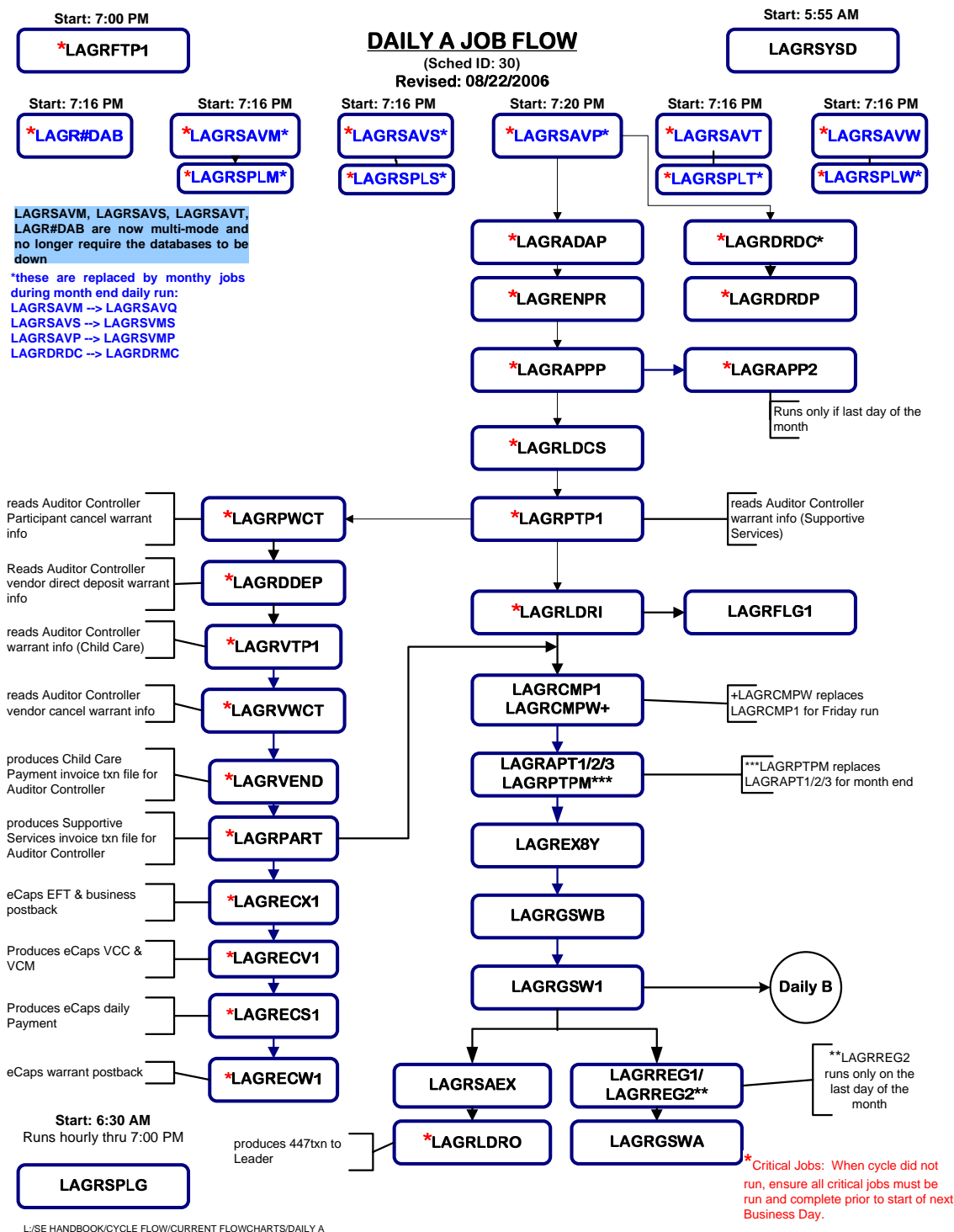
***GAIN One-Stop Offices***

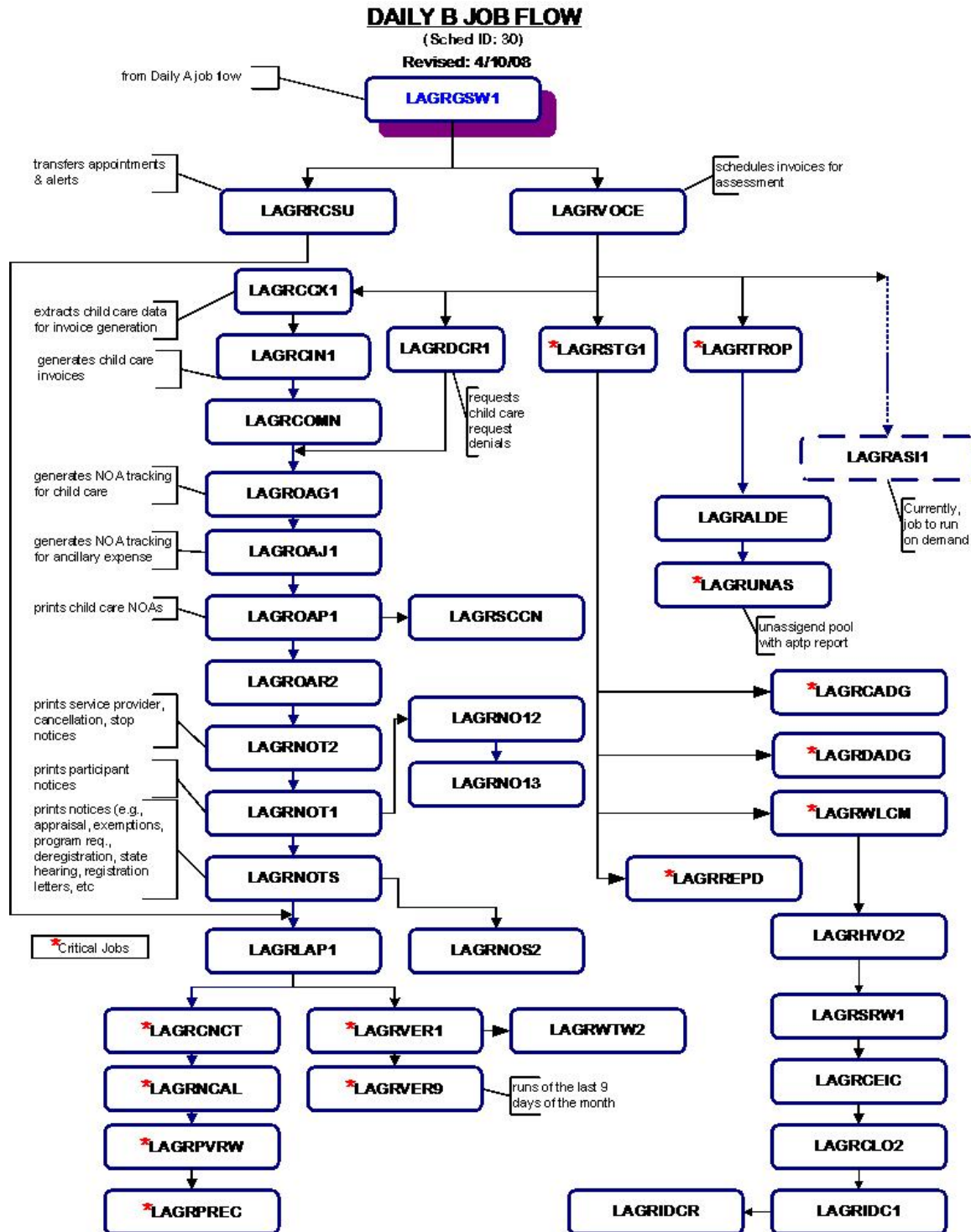
<b>Gears Wkstn</b>	<b>Printer</b>	<b>Office Name</b>	<b>Office address or location</b>
1	1	Career Partners	3505 N. Hart Ave., Rosemead, CA 91770
1	1	LA Works	5200 Irwindale Ave., Irwindale, CA 91706
1	1	SELACO PIC	10900 E. 183rd Street, Suite 350, Cerritos, CA 90703
1	1	Carson One Stop	1 Civic Plaza, Suite 500, Carson, CA 90745
1	1	Long Beach Transition Center One Stop Center	3951 E. Medford St., Los Angeles, CA 90063
<b>Total: 5</b>	<b>5</b>		

***Non-County Offices***

<b>Gears Wkstn</b>	<b>Printer</b>	<b>Office Name</b>	<b>Office address or location</b>
1	1	Imperial Courts Jobs Plus Site	2022 E. 114th Street, Los Angeles, CA 90059
1	1	Community Rehabilitation Industries	1500 E. Anaheim St., Long Beach, CA 90813
1	1	State Auditor	811 Wilshire Blvd., Room #1142, Los Angeles, CA 90018
<b>Total: 3</b>	<b>3</b>		

## Exhibit 16 — Cycle Flow





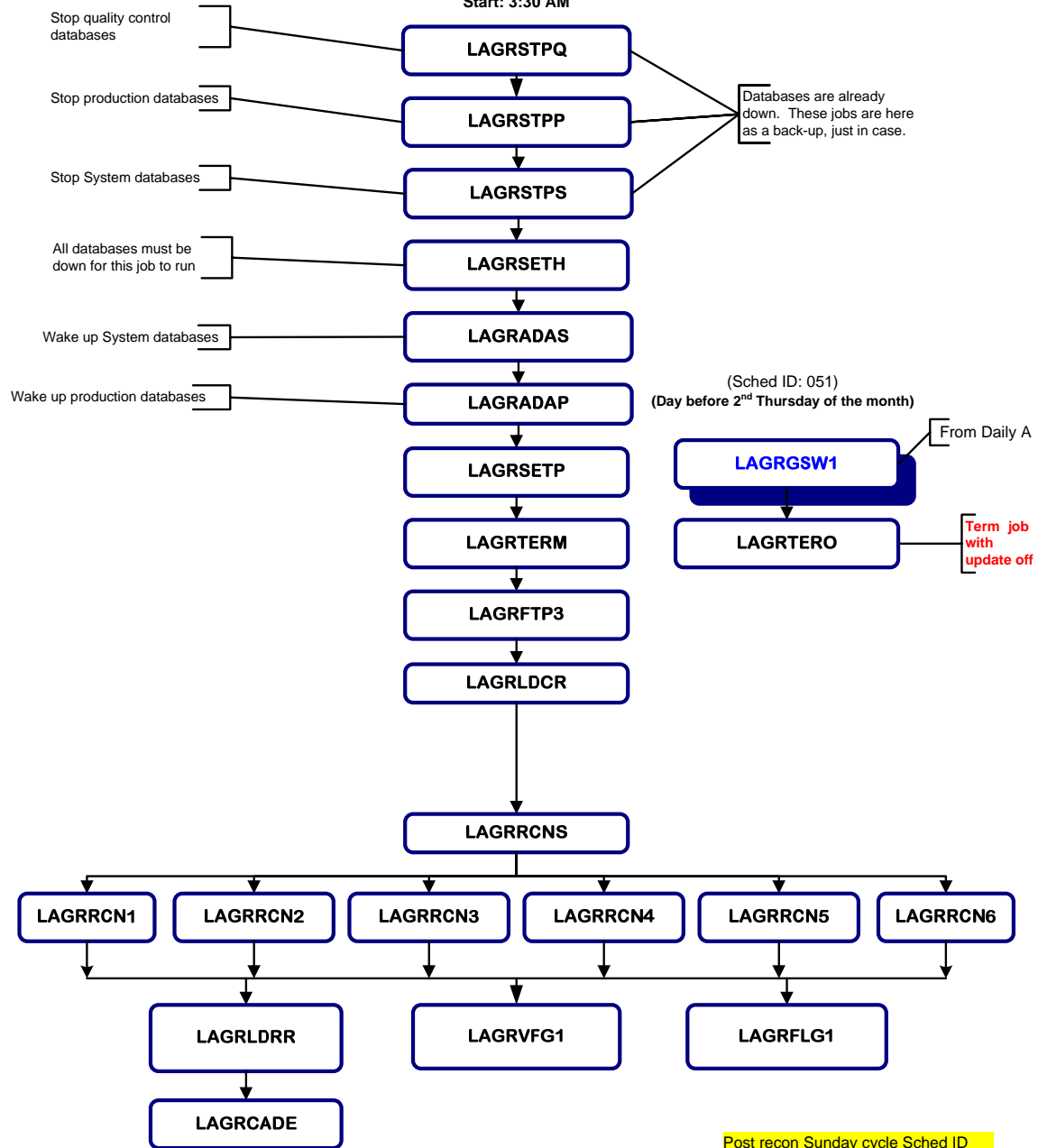
L:\SE HANDBOOK\CYCLE FLOW\CURRENT FLOWCHARTS\DAI\B

# LEADER RECON

Revised: 08/31/2006

(Sched ID: 071)

Start: 3:30 AM



(Sched ID: 051)  
(Day before 2<sup>nd</sup> Thursday of the month)

From Daily A

Term job with update off

Post recon Sunday cycle Sched ID 038 jobs are scheduled to start at 11:00 am

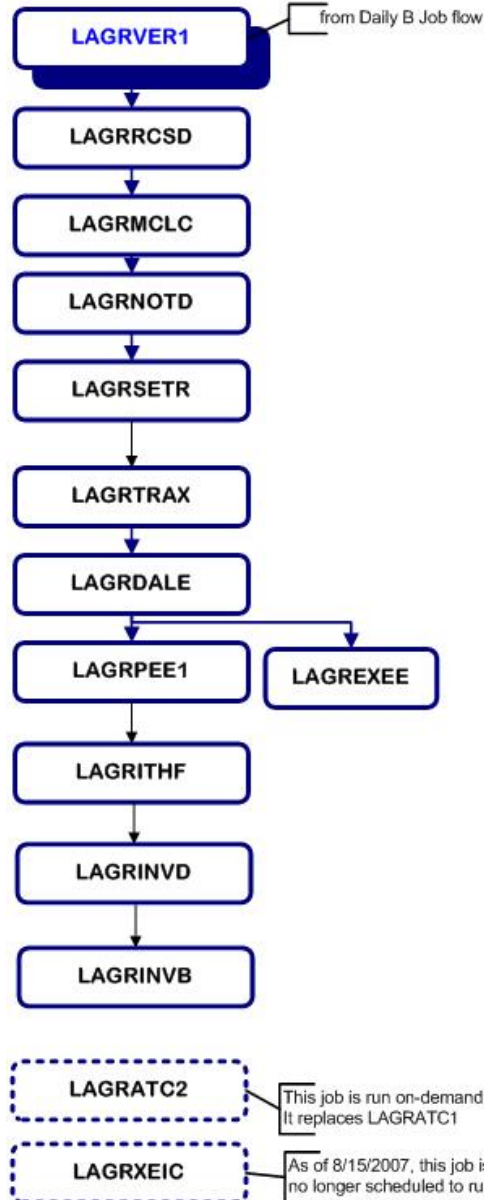
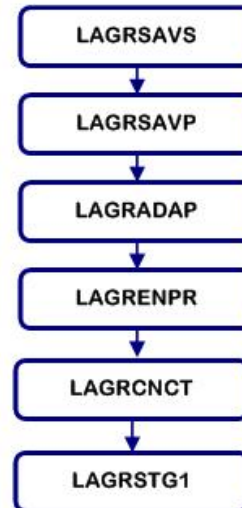
L/SE HANDBOOK/CYCLE FLOW/CURRENT FLOWCHARTS/LEADER RECON

**WEEKLY JOB FLOW**

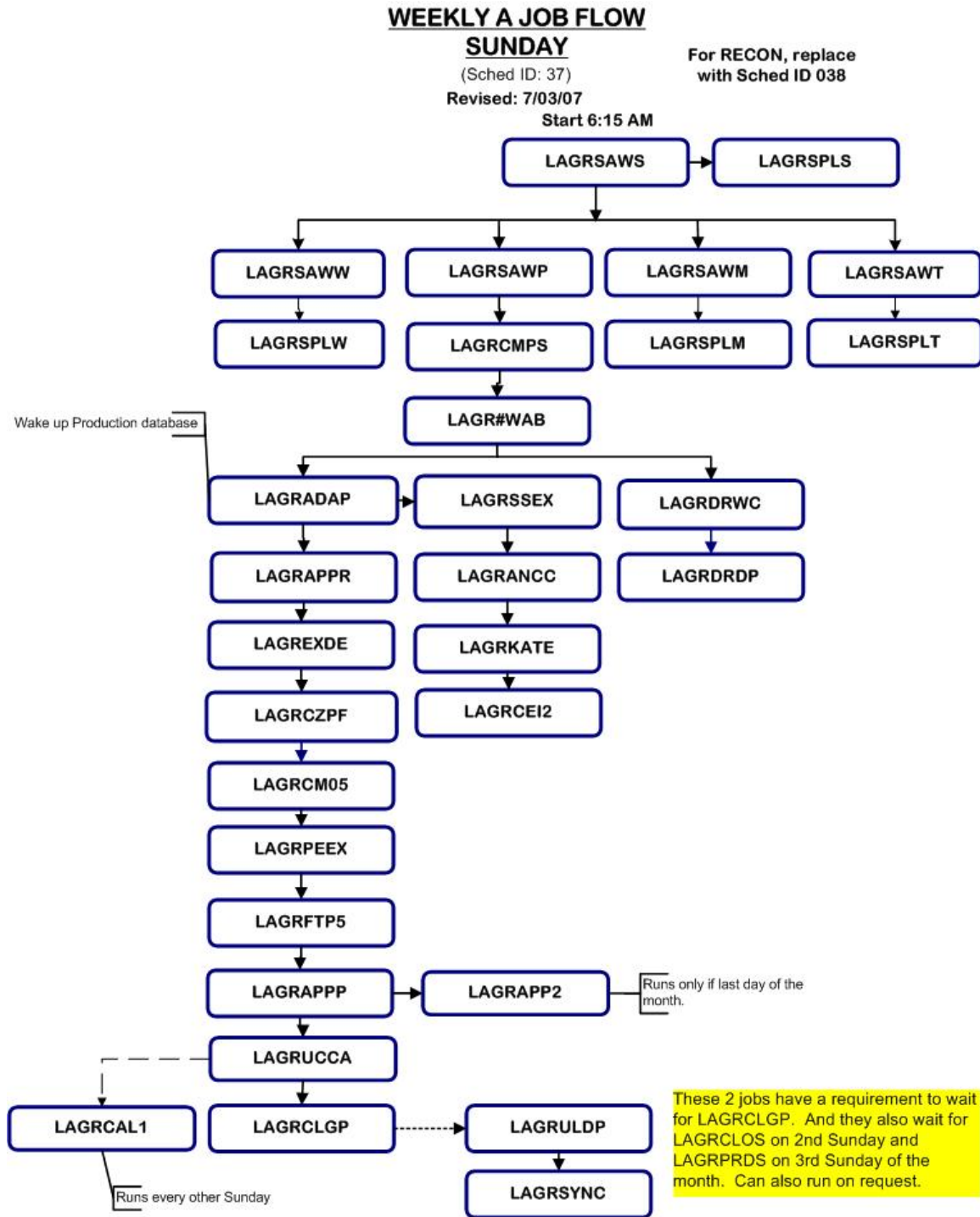
Revised: 1/10/2008

**Last business DAY of the week**

(Sched ID: 30)

**Optional SAT. run**(Sched ID: 36)  
Start: 7:16 PM(Sched ID: 36)  
Start: 6:30 AM(Sched ID: 30)  
Start: 5:55 AM

be sure that OIT updates the LAGRCNCT-PROCESSING-SAT in the TBSM table, otherwise the reports will miss a day



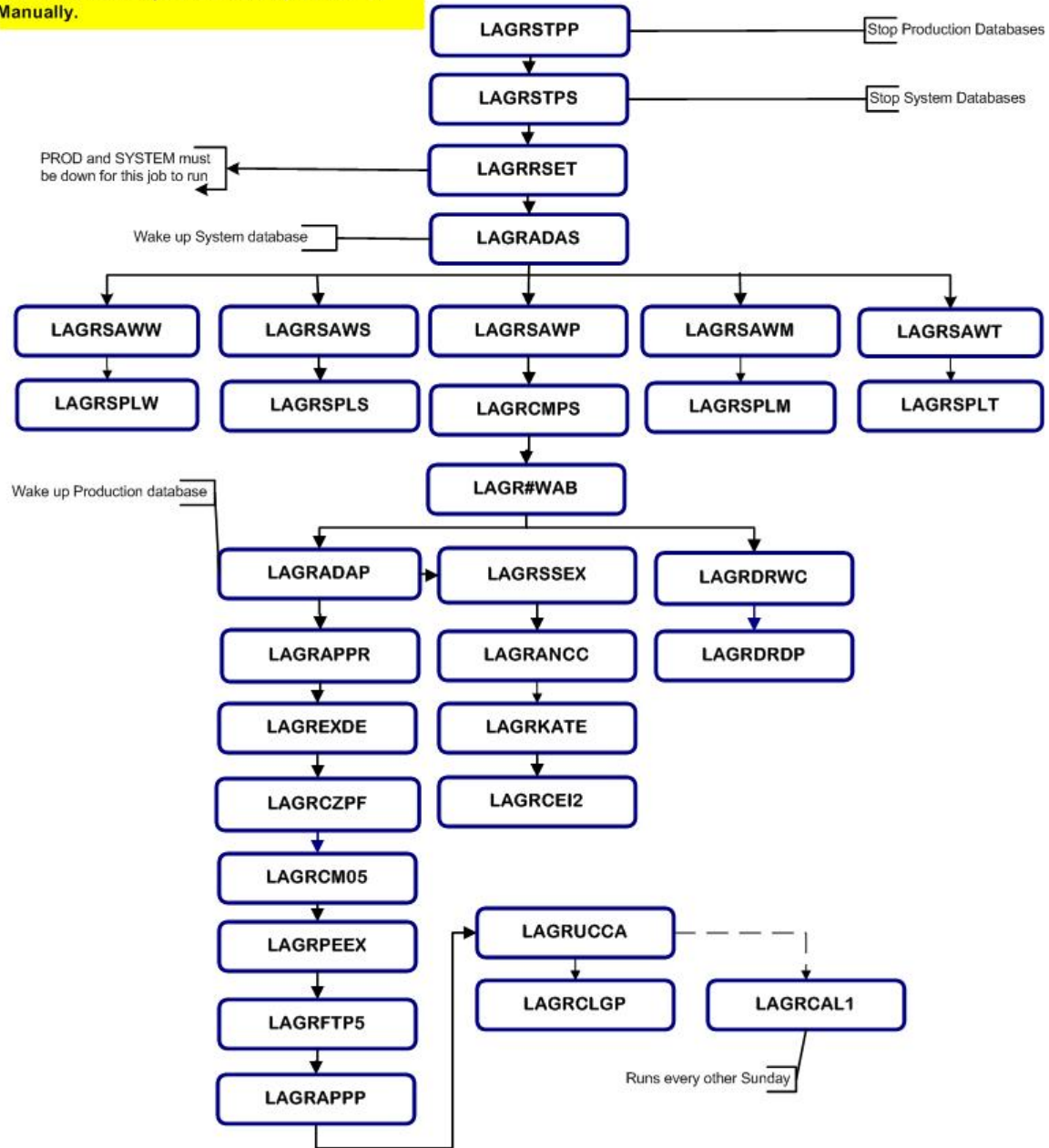
L/SE HANDBOOK/CYCLE FLOW/CURRENT FLOWCHARTS/WEEKLY A

# **WEEKLY-B JOB FLOW** **After RECON SUNDAY**

Revised:07/03/07

(Sched ID: 38)

It is scheduled to kick off at 11 am on recon Sunday. If any recon problem reported by Amy/Lorena then this cycle should be put on hold Manually.



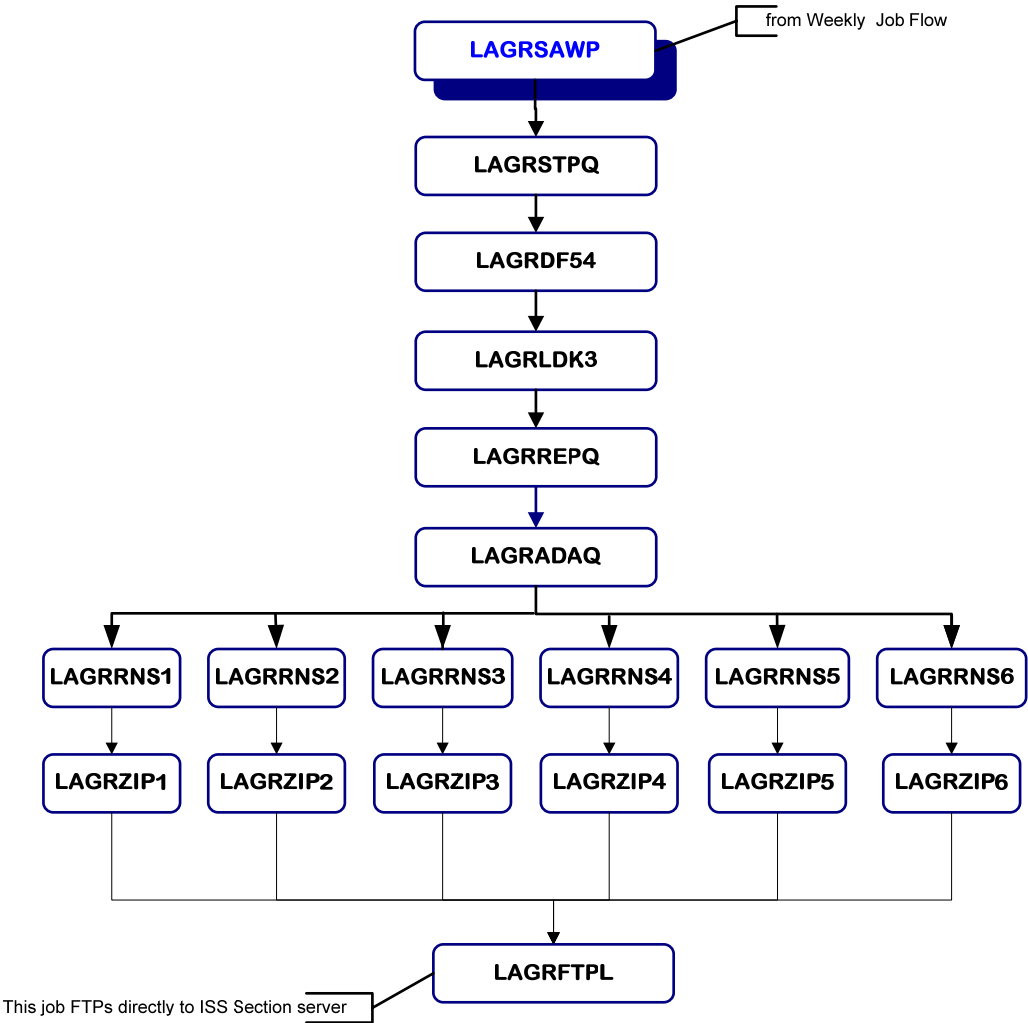
L:\SE HANDBOOK\CYCLE FLOW\CURRENT FLOWCHARTS\WEEKLY-B



**WEEKLY I JOB FLOW**

(Runs in QC)  
(Sched ID: 32)

Revised: 09/06/06

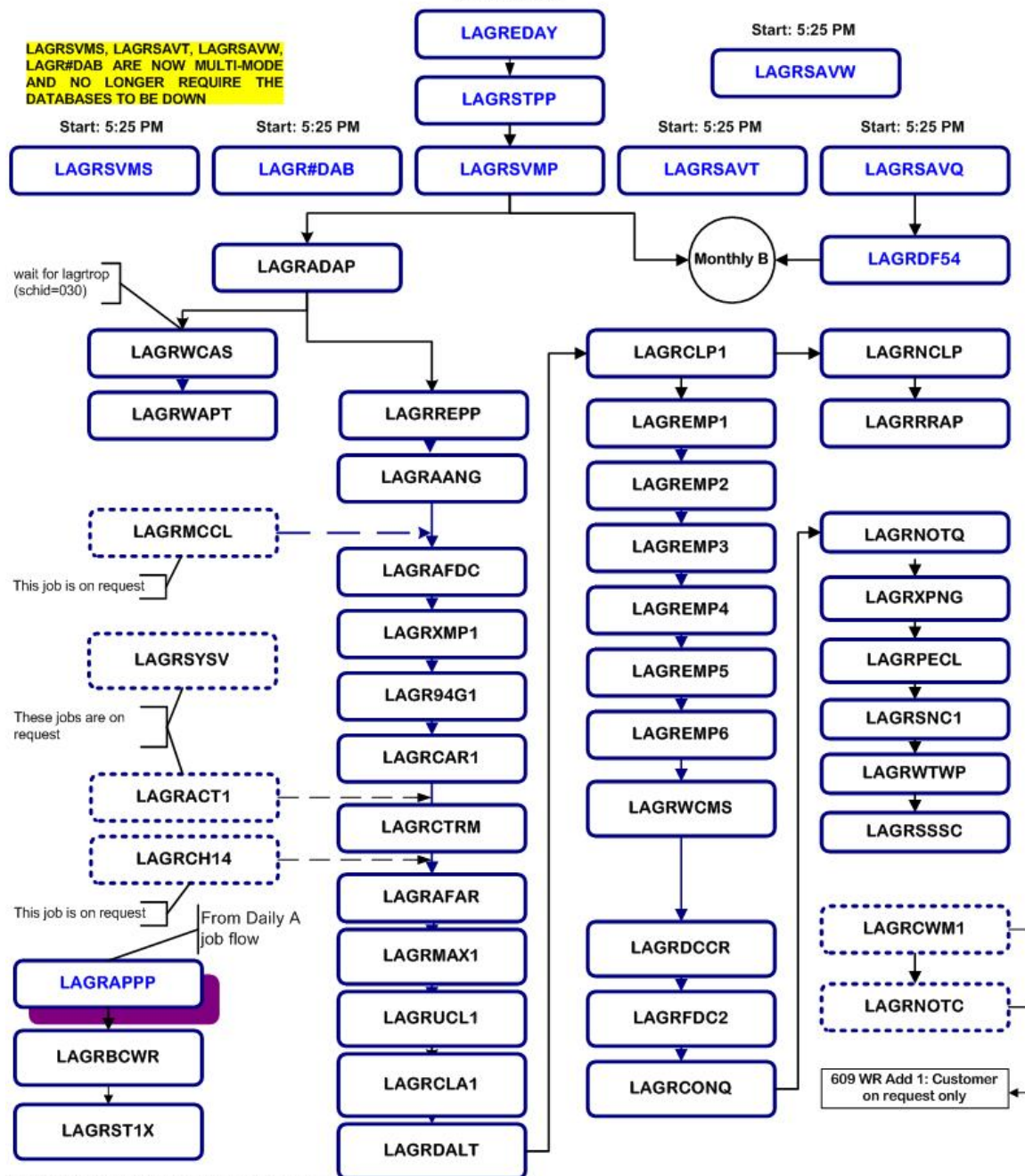


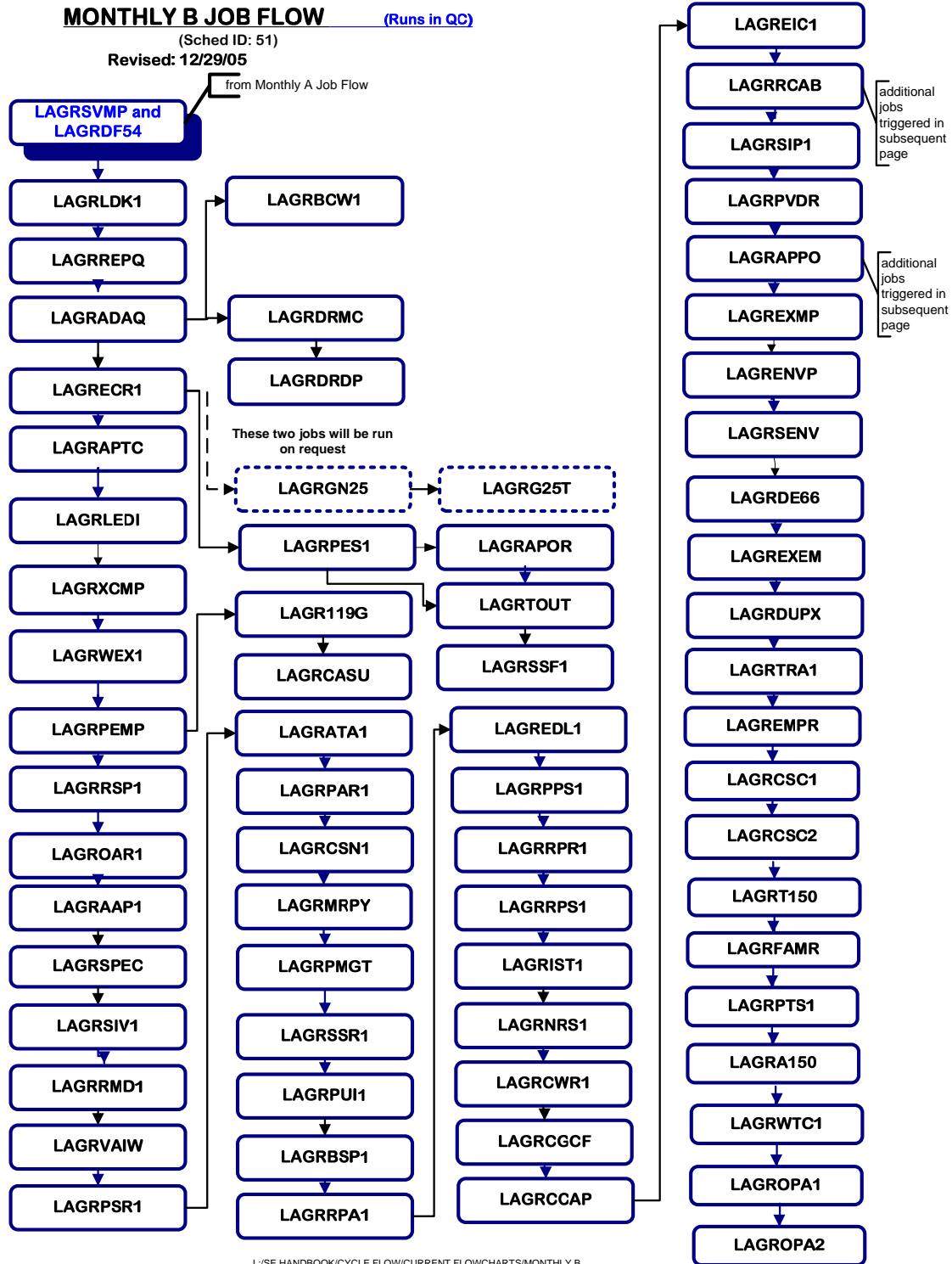
### MONTHLY A JOB FLOW

(Sched ID: 51)  
Revised: 09/27/07

## Runs in Production

Start: 5:01 PM



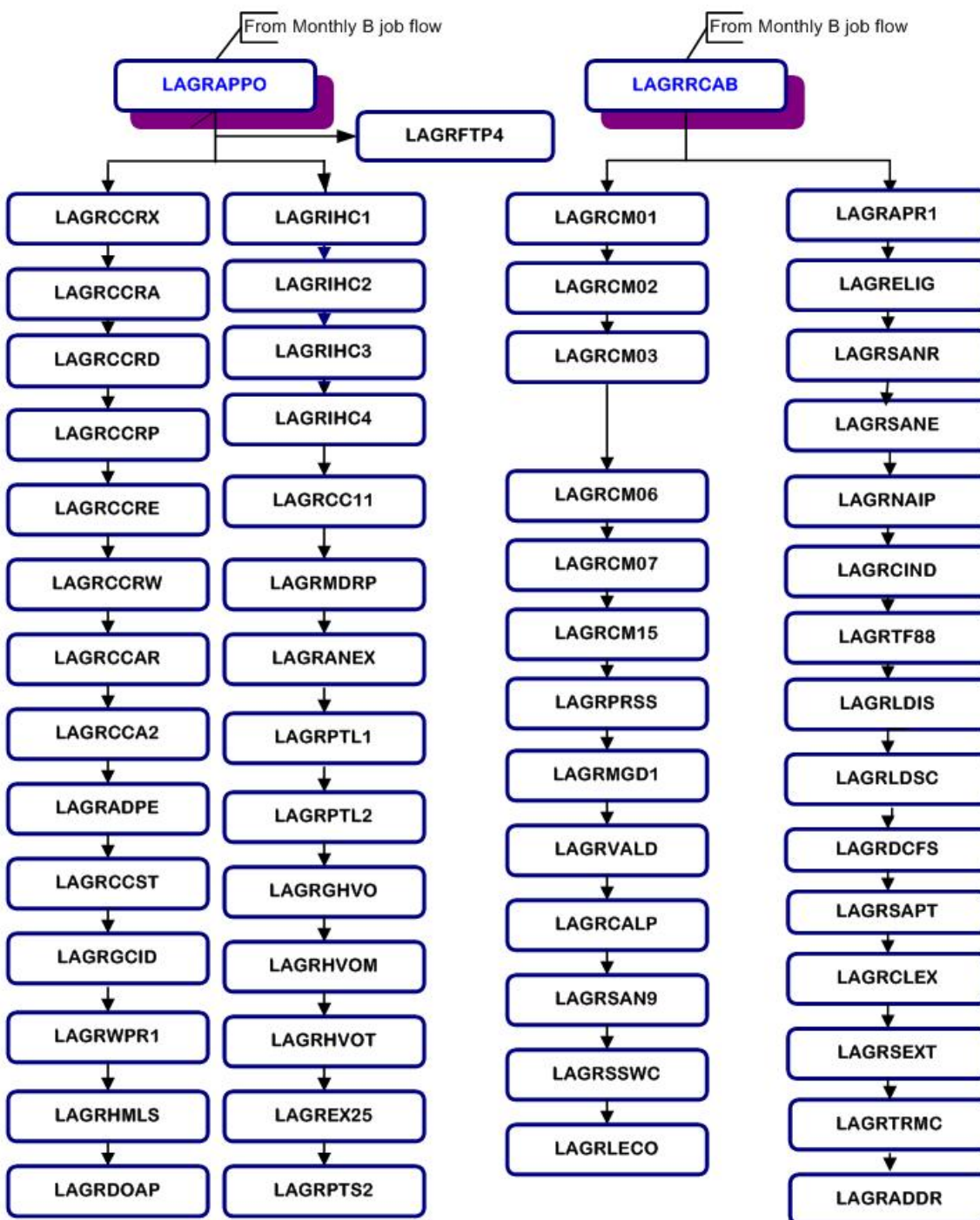


### MONTHLY B JOB FLOW

(Continuation)

(Sched ID: 51)

Revised: 10/31/2007



L/SE HANDBOOK/CYCLE FLOW/CURRENT FLOWCHARTS/MONTHLY B - CONTINUATION

**MONTHLY C, D, E JOB FLOW**

Revised: 05/04/07

**MONTHLY C**last business DAY of the month  
(Sched ID: 51)

from Daily B Job flow

LAGRVER9

LAGRAPP1

LAGRPWE3

**MONTHLY D**first business DAY of the month  
(Sched ID: 51)

from Daily B Job flow

LAGRVER1

LAGRNTC1

LAGREFRX

LAGRMTDR

LAGRUNAM

Wait for LAGRFTP4

LAGRSEC1

LAGRSEC3

LAGRSEC4

LAGRNCMP

LAGREXPE

**MONTHLY E**first Fri. of the month  
(Sched ID: 51)

from Weekly Job flow

LAGRRCSD

LAGRFTP2

LAGRPCN1

LAGRVCN1

LAGRCSR1

LAGRRCL1

LAGRTCL1

LAGRUSR1

LAGRUEXM

LAGRTRAN

LAGRBONS

LAGRANCI

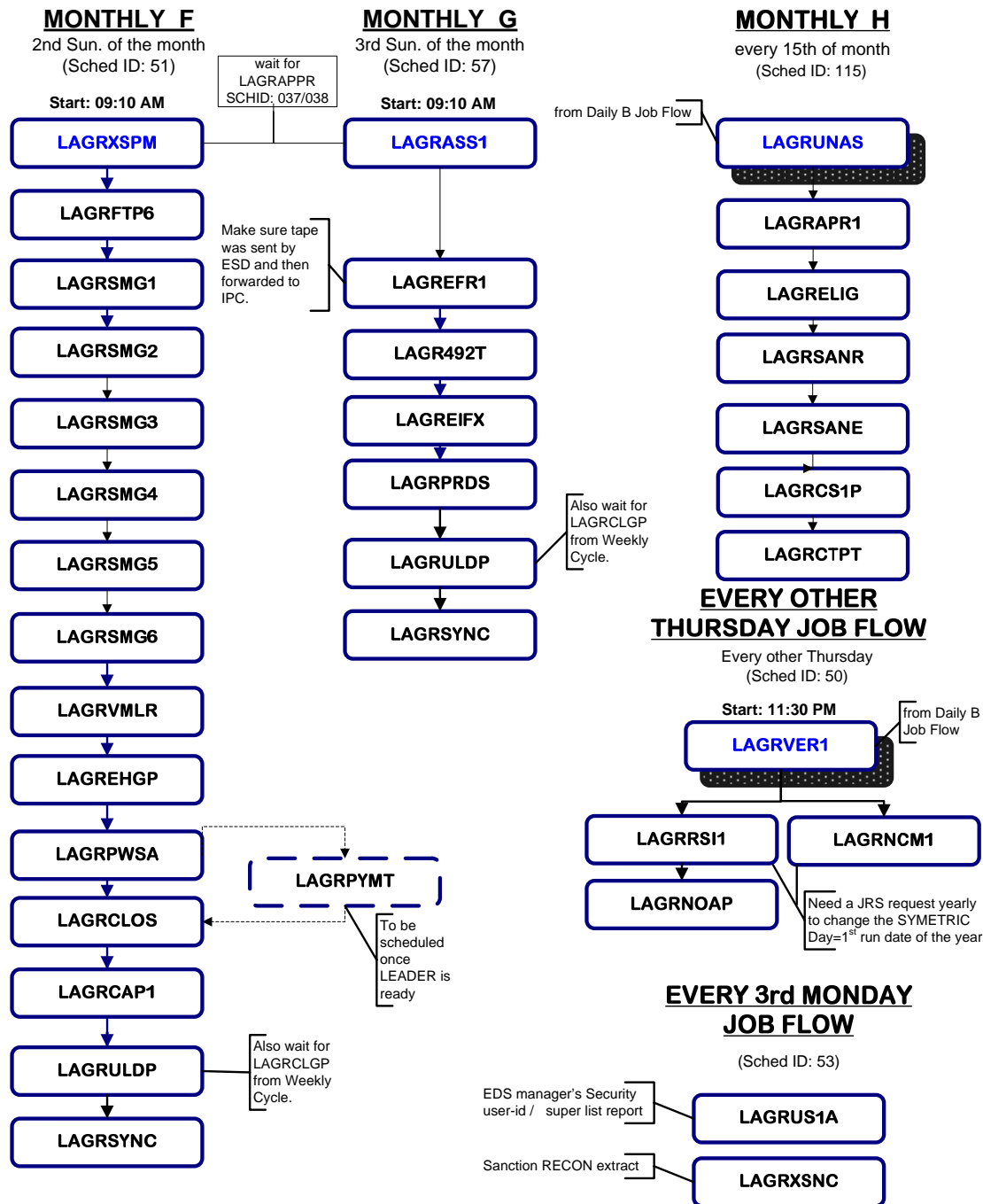
LAGRGHVM

LAGRNHR1

L:\SE HANDBOOK\CYCLE FLOW\CURRENT FLOWCHARTS\MONTHLY CDE

### MONTHLY F, G, H JOB FLOW

Revised: 01/11/07

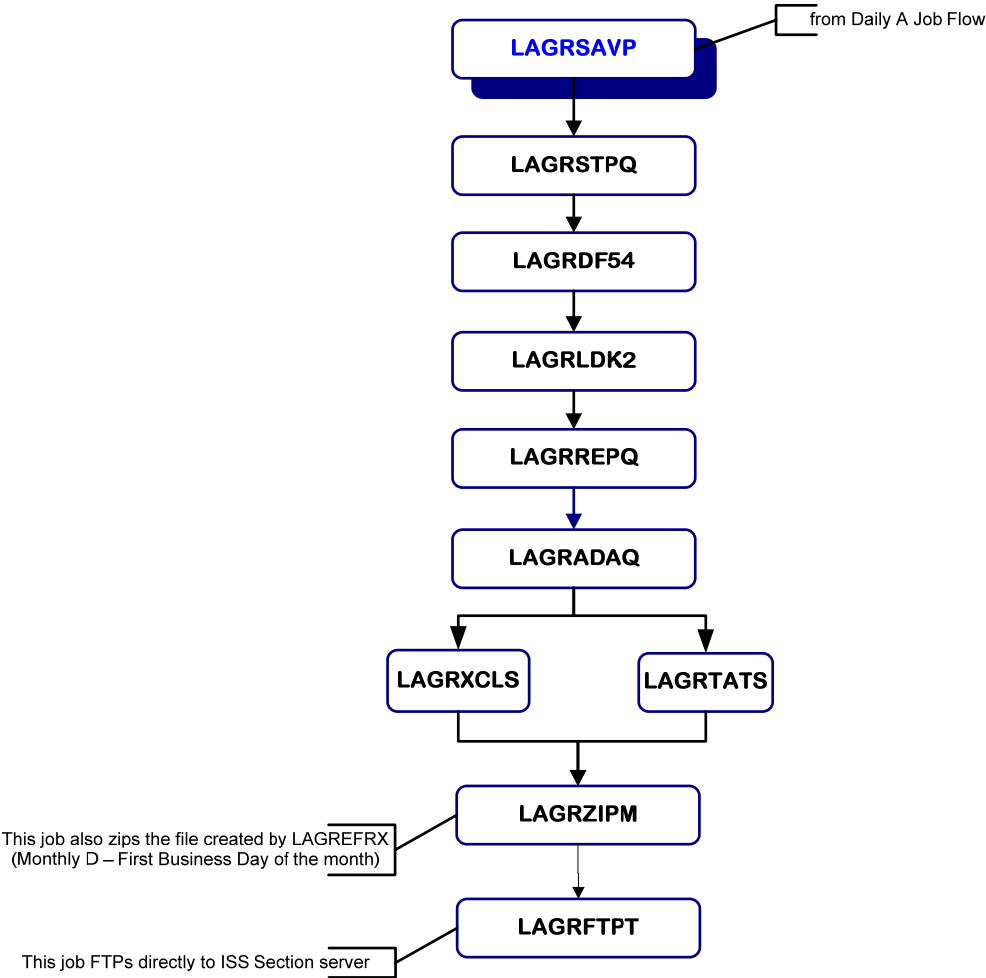


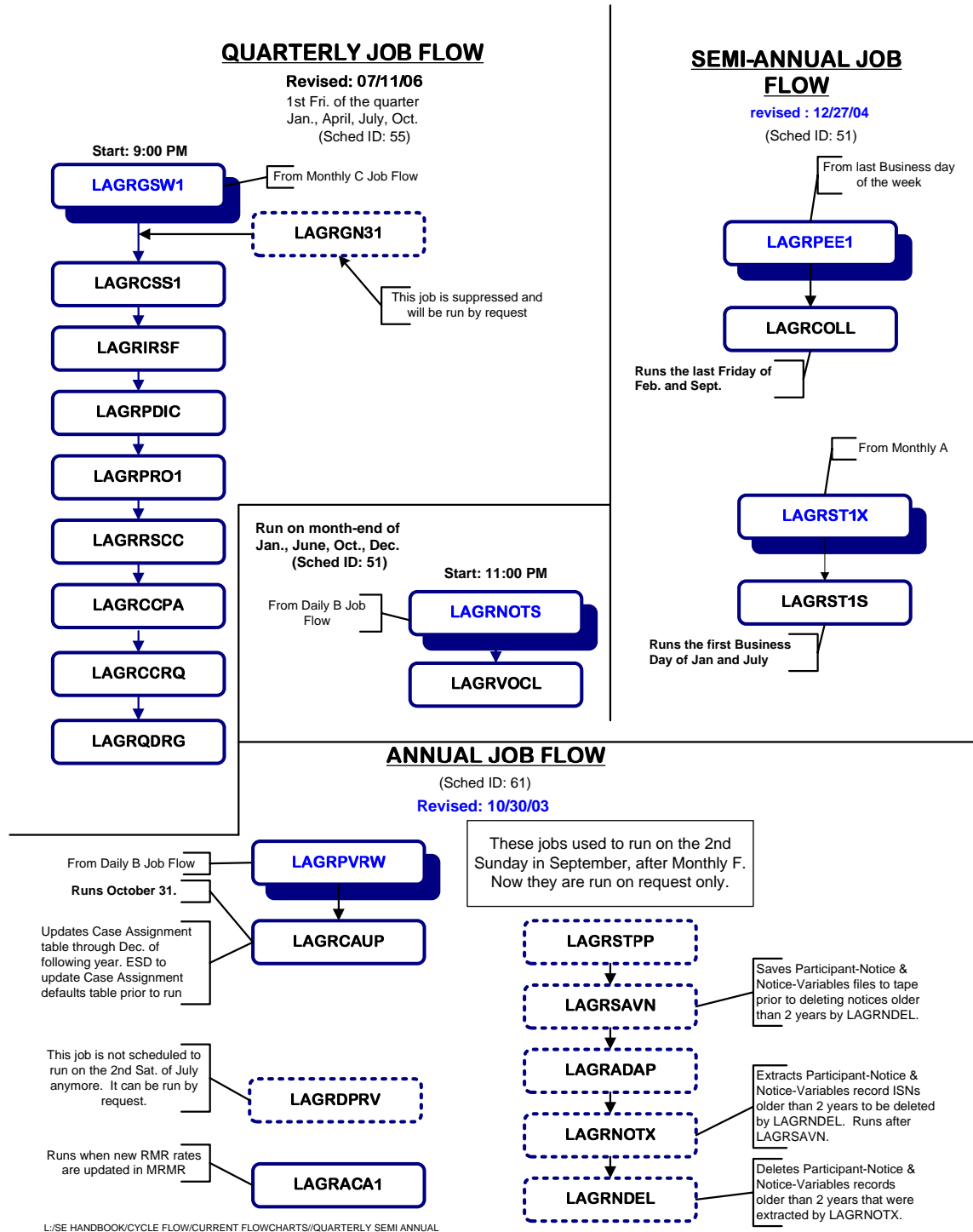
**MONTHLY I JOB FLOW**

(Runs in QC)

Second Business Day of the month  
(Sched ID: 52)

Revised: 09/06/06







## Exhibit 17 — System Test Plan Format

The following outlines the minimum components of the Contractor's System Test Plan as defined in this Agreement, Exhibit A (Statement of Work (SOW) and Technical Exhibits).

### Introduction

Describes the objectives and scope of the document with reference to the Agreement, Exhibit B (Statement of Requirements (SOR)), including the document's organization, purpose and content of each section.

### Assumptions

Documents any assumptions made in preparing the test plan.

### Test Plan

Provides a global description or overview of how the testing will be accomplished. This plan shall be documented prior to any actual testing and shall include the following information:

- ❑ System Narrative — A brief description of the System or subsystems for each function described in the SOR.
- ❑ Testing Overview — A brief description of the test level, the general testing approach, and the different test phases. For example, for integration level testing, the System will go through low volume testing and then high volume testing; or subsystem A will be tested before subsystem B; or the "daily" system will be tested first, followed by the "week-end" system, followed by the "month-end" system.

This section shall also indicate how the results of testing are to be recorded and whether a particular result will be recorded or omitted from the report.

### Test Objectives

Identifies the System Test objectives, which shall include the following:

- a. **Intentionally Omitted**
- b. **Intentionally Omitted**
- c. **Intentionally Omitted**
- d. **Intentionally Omitted**
- e. **Intentionally Omitted**
- f. **System Integration Test**

Contractor shall execute a System Integration test, which is a systematic, incremental approach to the assembly and testing of the hardware, software, and communications components of the System.

- g. **Performance Tests**

Contractor shall execute performance tests to determine and resolve performance Deficiencies until such point as the System successfully meets County's PRS, set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).

**h. Regression Test**

Contractor shall develop and execute on going regression tests to determine and resolve any negative impacts of coding changes on other application functionality and data.

**i. Security Tests**

Contractor shall demonstrate the System's ability to meet County's security requirements set forth in Exhibit B (Statement of Requirements (SOR)).

**Test Acceptance Criteria**

Identifies the criteria for successful completion of the System Test.

**Test Schedule**

Contractor shall prepare a test schedule far enough in advance so that the resources specified below under resource requirements are made available.

The test schedule shall include the following information:

- ☐ Tasks to be performed and the responsible parties
- ☐ Order of tasks
- ☐ Expected start and completion date of each Task
- ☐ Business Days required to complete each Task
- ☐ Dates resources are needed
- ☐ Date hardware and/or software is required

**Responsibilities**

Identifies the persons responsible for designing, conducting, and approving tests. The Contractor shall also describe the responsible persons and the processes used for updating the documentation, programs and the retesting.

**Resource Requirements**

Identifies both Contractor and County staff and resources required for testing. This shall include:

- ☐ List of individuals involved in the testing and their roles
- ☐ Hardware requirements (lines, terminals, PC's, etc.)
- ☐ Software requirements (utility, system, and application programs)
- ☐ Schedule of the start and stop dates for each of the above resource requirements

**Procedures**

Describes in detail the procedures the Contractor shall follow in preparing test cases, preparing test data, running tests, and verifying test results. Procedures shall include County responsibilities for test verification and include a schedule of when the test database is to be saved.

**Test Scripts**

Describes the component of the System being tested, how the test is to be performed, and the expected results of the test.

**Problem Resolution Procedures**

Describes the process for resolving problems associated with the System development activities. Problem resolution procedures shall include a description of any automated tools used to log, track and resolve System problems, including roles and responsibilities for the County and the Contractor.

**Integration Test Cases**

The integration test cases shall include, at a minimum:

- ❑ Approach — A description of the general approach taken to perform integration testing. For example, this section might identify the use of the top-down or bottom-up approach, or a combination of both.
- ❑ Module Builds — For each build (program construction), the modules included in the build are identified as well as the test stubs (subroutines not yet integrated) and drivers (main or calling program) included in the build.
- ❑ Test Cases — For each test case, include the objective the test was designed to meet, the test data and the criteria for successful completion.
- ❑ Ordering of Test Cases — Provide a listing of the test cases (or their unique identifiers) in the order which they are to be executed. The test cases may be grouped into scenarios.
- ❑ Regression Points — Identifies points at which previous tests are to be rerun to detect errors which might have been introduced into previously tested interfaces by the addition or correction of modules into the build.

**Disaster Recovery Testing**

Disaster recovery testing is a vital activity for testing the effectiveness of a business continuity plan. Testing exposes many problems and unforeseen situations that need to be resolved to maximize the chances of a plan succeeding if disaster should actually occur. A business continuity plan with a business impact analysis component should be developed and approved upon full-scale system test. The actual testing should occur as a phased dry-run disaster recovery test during development and full-scale testing after pilot testing is approved. Thereafter, per Day annual full scale tests should occur with necessary updates to the business continuity plan.

**User Access Testing**

User access testing is essential to ensure connectivity to the System through various means. Testing shall encompass all means of connectivity including network and remote access. Remote access tests shall be performed, at a minimum, via the LANet/EN from at least ten (10) actual remote sites simultaneously.

## Exhibit 18 — Intentionally Omitted

## Exhibit 19 — List of System Hardware and System Software

### 1.0 Introduction

Contractor shall provide a list of the required System Hardware and System Software products necessary to meet all the requirements in the Agreement, including Exhibit A (Statement of Work (SOW) and Technical Exhibits) and Exhibit B (Statement of Requirements (SOR)) for the System and Data Center Services, providing System Maintenance and Operational Support for the System.

Contractor shall complete the forms in this section listing all required hardware and software for the operation of the System. Descriptions of the existing mainframes, servers and System environments are provided in Exhibit A (Statement of Work (SOW) and Technical Exhibits) Technical Exhibit 4 (GEARS General Technical and System Environment), Technical Exhibit 5 (List of Servers and Devices), and Technical Exhibit 6 (File Server Architecture). Add additional lines and/or rows as appropriate to complete your response.

#### **A description of equipment at Plano, TX and Las Colinas, TX**

The Plano SMC provides the GEARS web Model Office and DR environment. It is a mirror image of the production GEARS web equipment in the Sacramento SMC (load balancers, 6 web servers, 2 database servers, 1 SLA reporting server and 1 TB of web reporting network attached storage). The development servers for GEARS web are also located at the Plano SMC. The Plano environment is also protected by 2 high availability firewalls and connected to the EDS Global Services Network (GSN) by high availability routers.

The Las Colinas, TX DR site contains the backup mainframe which mirrors the production GEARS mainframe in the Sacramento SMC and includes a dedicated EMC DMX 1000 production database mirror which is kept in sync with the production database using the EMC Symmetrix Remote Data Facilities (SRDF) software. The Las Colinas DR site is also connected to the EDS GSN which provides connectivity to the Plano SMC for DR as well as the Sacramento SMC for transmission of database mirror updates via (SRDF).

#### **A description of connectivity to EDS Global Network**

LA County primary data center in Downey and backup data center in Eastern will be connected to the EDS GSN via high availability routers and diverse paths to the local Verizon access node for MPLS service. These nodes are then connected via dual VPN circuits to the EDS north and south GSN External Network Interface (ENI) nodes. The EDS sites (Sacramento SMC, Plano SMC, Las Colinas DR site, EDS LA County Print Center, EDS Monrovia Project Office) are all connected the GSN through high availability routers and redundant circuits to these same ENI points.

### A description of the Enterprise connection Hardware and Gateway equipment

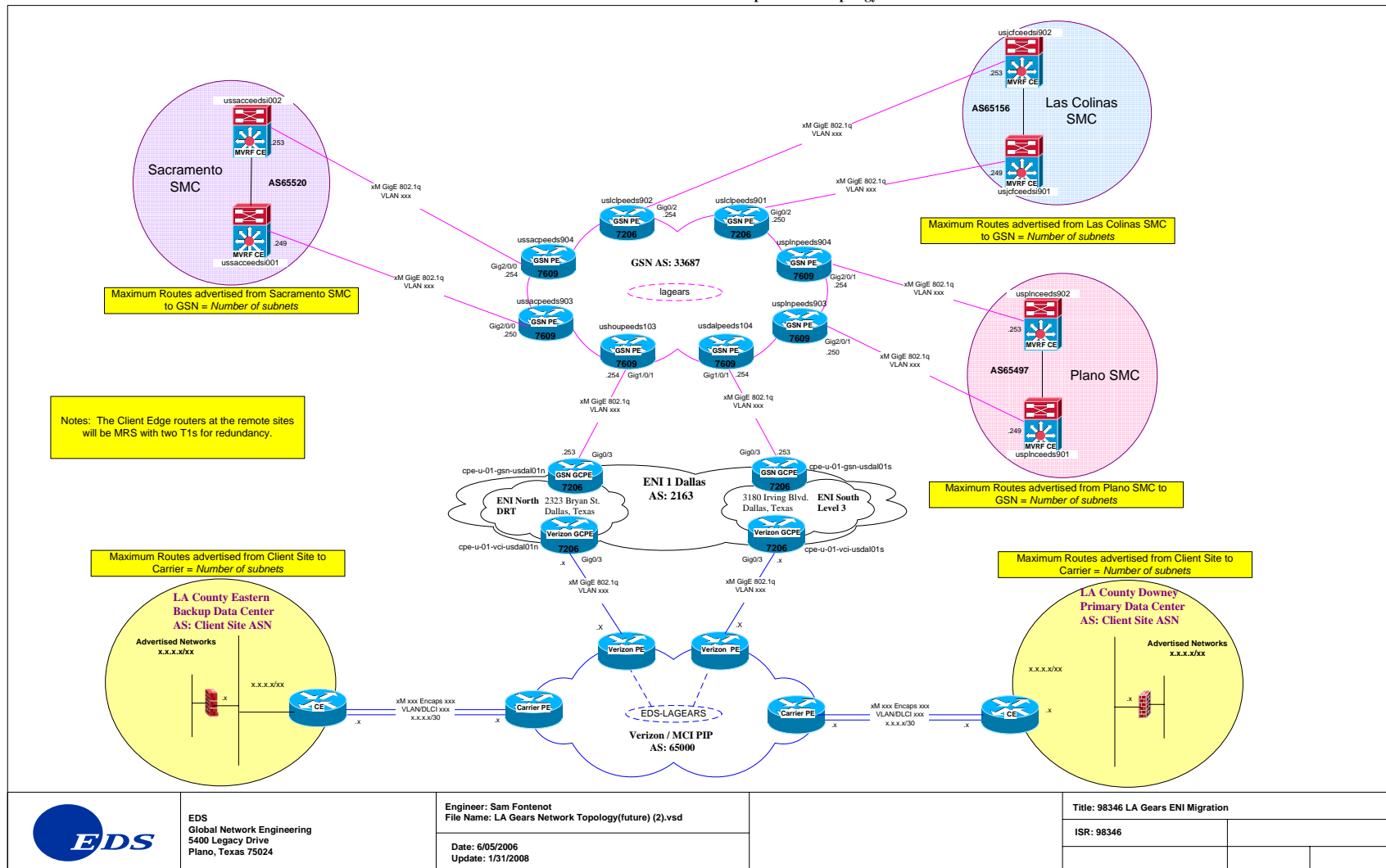
The Global Services Network (GSN) is a state-of-the-art Multi-Protocol Label Switching core network that serves as the common physical and logical platform for connecting our clients to EDS services globally. The GSN provides flexible, scalable, and secure access to EDS global resources, and consists of three basic components:

- **Global Services Transport Network** consists of leased transport facilities to connect 51 points of presence (POPs) throughout the world.
- **EDS Network Interconnect (ENI)** primary method for connecting our clients to the GSN, and are the MPLS connection points where EDS interconnects to Tier 1 carriers MPLS networks throughout the world.
- **Services Delivery Network (SDN)** a common, secure network infrastructure within each EDS Data Center used to deliver client traffic to the service being provided in the Data Center (i.e. Hosting, Storage, Applications).

By design, these network components allow us to scale the network environment as business needs change, while providing a secure and stable environment for service delivery continuity.

The hardware and gateway equipment which connects the LA County primary and backup data center (Downey and Eastern) to the EDS GSN consists of Cisco 3845 routers connected via dual T1 circuits to the local Verizon MPLS connection point. The Verizon MPLS service is used to interconnect to the north and south EDS ENI points in Plano, TX. Cisco ASA 5510 high availability firewalls will also be provided and managed at the Plano and Sacramento SMC's to protect the GEARS environments.

## 98346 LA GEARS ENI MIGRATION - Proposed VPN Topology



## 2.0 System Hardware Response Forms

### 2.1 System Hardware

County requires a description of the mainframe(s), processor(s)/server(s), network connection hardware and other hardware required for the System and Data Center Services. Contractor shall complete the following information as appropriate. Duplicate the form for each type of hardware and/or device required.

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Production Site in Sacramento, CA (EDS Sacramento SMC)
	Leveraged* Mainframe Server
	Existing
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	IBM Mainframe Model: 2064-1C7; MIPS: 1,450; MSU: 247
<b>Memory</b>	26GB RAM
<b>Disk Storage</b>	Disk Storage Devices: EMC (1): DMX 1000 - 20 GIG of cache memory - 5.1 raw terabytes of total space - 3390, 3390A, 3390B EMC (2): 8830 - 16 GIG of cache memory each - 4.5 raw terabytes of total space each - 3390
<b>Ports</b>	NA
<b>Removable/Backup Medium</b>	Physical Tape Devices: STK 4490 - 48 drives; STK 3490 - 16 drives; Memorex Telex 3480 - 14 drives Memorex Telex 3490 - 2 drives; Virtual Tape Devices (4): STK VTSS VSM3 - 256 virtual drives.
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	

\*Leveraged equipment shared in support of multiple EDS clients



<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Production Site in Sacramento, CA (EDS Sacramento SMC)
	6 Web Application Servers
	New for refresh
<b>Components</b>	
<b>Processor</b>	Dell PowerEdge R900, 2x Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066Mhz FSB
<b>Memory</b>	4GB RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	2 F5 High-Availability Load Balancing Switches (New for refresh)
	2 Cisco ASA 5520 High-Availability Firewalls (New for refresh)

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Production Site in Sacramento, CA (EDS Sacramento SMC)
	2 Database/Web Reporting Servers (Load Balanced)
	New for refresh. Servers host the GEARS web application properties such as environment settings, dropdown values, error message tables, etc. (no client data stored on these servers). Servers also provide PDF conversion for web reporting.
<b>Components</b>	
<b>Proposed Specification/Manufacturer/Model/Quantity</b>	
<b>Processor</b>	Dell PowerEdge R900, 2x Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066Mhz FSB
<b>Memory</b>	4GB RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	EMC Celerra 1TB NAS

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Production Site in Sacramento, CA (EDS Sacramento SMC)
	1 SLA Tracking and Reporting Utility Server
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	Dell PowerEdge 6850 4x @ 3.0GHz/4MB Dual Core Xeon, 800 FSB
<b>Memory</b>	4GB 400MHz RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Mainframe DR Site in Las Colinas, TX (SunGard SMC)
	Leveraged* Mainframe Server
	Mainframe Existing. Disk storage new for Enhanced DRA.
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	IBM Mainframe Model: 2064-1C7; MIPS: 1,450; MSU: 247
<b>Memory</b>	26GB RAM
<b>Disk Storage</b>	Disk Storage Devices: EMC (1): DMX 1000 - 20 GIG of cache memory - 5.1 raw terabytes of total space - 3390, 3390A, 3390B
	EMC (2): 8830 - 16 GIG of cache memory each - 4.5 raw terabytes of total space each - 3390
<b>Ports</b>	NA
<b>Removable/Backup Medium</b>	Physical Tape Devices: STK 4490 - 48 drives; STK 3490 - 16 drives; Memorex Telex 3480 - 14 drives Memorex Telex 3490 - 2 drives; Virtual Tape Devices (4): STK VTSS VSM3 - 256 virtual drives.
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	

\*Leveraged equipment shared in support of multiple EDS client

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Web DR and Model Office Site in Plano, TX (EDS Plano SMC)
	6 Web Application Servers
	New for Enhanced DRA
Components	Proposed Specification/Manufacturer/Model/Quantity
<b>Processor</b>	Dell PowerEdge R900, 2x Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066Mhz FSB
<b>Memory</b>	4GB RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	2 F5 High-Availability Load Balancing Switches (New for Enhanced DRA)
	2 Cisco ASA 5520 High-Availability Firewalls (New for Enhanced DRA)

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Web DR and Model Site in Plano, TX (EDS Plano SMC)
	2 Database/Web Reporting Servers, (Load Balanced)
	New for Enhanced DRA. Servers host the GEARS web application properties such as environment settings, dropdown values, error message tables, etc. (no client data stored on these servers). Servers also provide PDF conversion for web reporting.
<b>Components</b>	
<b>Processor</b>	Dell PowerEdge R900, 2x Quad Core E7330 Xeon, 2.4GHz, 6M Cache 80W, 1066Mhz FSB
<b>Memory</b>	4GB RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	EMC Celerra 1TB NAS

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Web DR and Model Office Site in Plano, TX (EDS Plano SMC)
	1 SLA Tracking and Reporting Utility Server
	New for Refresh
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	Dell PowerEdge 6850 4x @ 3.0GHz/4MB Dual Core Xeon, 800 FSB
<b>Memory</b>	4GB 400MHz RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	3 10/100 Ethernet ports, 1 management port.
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	All EDS SMCs have UPS with diesel backup generators
<b>Other Equipment</b>	

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Development Site in Monrovia, CA (EDS Project Office)
	1 Helpdesk (CA Unicenter Service Desk) servers, 1 development web application server
	Existing
Components	Proposed Specification/Manufacturer/Model/Quantity
<b>Processor</b>	IBM x345 2x@2.4GHz Intel Xeon
<b>Memory</b>	2.5GB 2.39GHz RAM
<b>Disk Storage</b>	16.8GB 15K RPM HDD
<b>Ports</b>	2 10/100 Ethernet ports
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	Redundant power supply
<b>Other Equipment</b>	



<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	GEARS Development Site in Monrovia, CA (EDS Project Office)
	2 Database/Web Reporting Servers, (Load Balanced)
	Existing
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	Dell PowerEdge 2900 1x @ 2.66GHz/4MB Dual Core Xeon
<b>Memory</b>	2GB 667MHz RAM
<b>Disk Storage</b>	73GB 15K RPM HDD
<b>Ports</b>	2 10/100 Ethernet ports, 1 management port
<b>Removable/Backup Medium</b>	NA
<b>Uninterruptible Power Supplies</b>	Redundant power supply
<b>Other Equipment</b>	EMC AX150i 1TB NAS

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	County Primary Data Center in Downey, CA (Downey ISD)
	GEARS EDS-Owned and Client-Hosted Network Gateways
	1 Cisco 3845 Router (Gateway Router), Failover setup to backup gateway at Eastern ISD.
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	
<b>Memory</b>	
<b>Disk Storage</b>	
<b>Ports</b>	
<b>Removable/Backup Medium</b>	
<b>Uninterruptible Power Supplies</b>	
<b>Other Equipment</b>	

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	County Backup Data Center in Los Angeles, CA (Eastern ISD)
	GEARS EDS-Owned and Client-Hosted Network Gateways
	1 Cisco 3845 Router (Gateway Router)
<b>Components</b>	<b>Proposed Specification/Manufacturer/Model/Quantity</b>
<b>Processor</b>	
<b>Memory</b>	
<b>Disk Storage</b>	
<b>Ports</b>	
<b>Removable/Backup Medium</b>	
<b>Uninterruptible Power Supplies</b>	
<b>Other Equipment</b>	

<b>Description</b> (e.g., mainframe, server, network connection hardware, data storage, utilities, etc.)	Leveraged* Print Center Equipment (in EDS El Segundo)
	Laser printer (type 1) – IBM Infoprint 4000, Impact printer (type 2) – IBM 4247-003
Components	Proposed Specification/Manufacturer/Model/Quantity
<b>Processor</b>	N/A
<b>Memory</b>	N/A
<b>Disk Storage</b>	N/A
<b>Ports</b>	N/A
<b>Removable/Backup Medium</b>	N/A
<b>Uninterruptible Power Supplies</b>	N/A
<b>Other Equipment</b>	N/A

\*Leveraged equipment shared in support of multiple EDS clients

## 2.2 Intentionally Omitted

### **3.0 System Software Response Forms**

#### **3.1 System Software**

County requires a System that will meet the Specifications at the time of installation. List all System Software to be used including product name, version of the software, and a description of how the software will be used in the System.

System Software	Version/ Release	Description
<b>Operating System</b>		
MS Windows Server 2003 Standard Edition	2003	Web server OS
IBM MVS Z/OS	1.7	Mainframe OS
<b>Application Software</b>		
CICS	6.3.0	Mainframe teleprocessing monitor which supports the Natural online system
Natural	4.2.3	Natural is a complete 4GL development environment for designing, developing and employing business-critical applications of ADABAS applications
Natural Advanced Facilities	4.2.3	Direct printing from a Natural application for CICS, IMS/DC and UTM
Natural CICS Interface	4.2.3	Customer Interface Control System can be used to select and control natural sessions in CICS teleprocessing environment
Natural Optimizer	4.2.3	A product which helps optimize Natural environment to run efficient and successful application environment
Natural Security	4.2.3	Natural Security is an add-on to the Natural programming language that is used to secure access to the various application libraries within Natural by an administrator.
Access Control Facility (ACF2)	8.0	Protects data sets from unauthorized access
PREDICT	4.5.1	Data dictionary that is used in conjunction with ADABAS. All ADABAS files must be defined in PREDICT before they can be created.
CON-NECT	3.4.1	CON-NECT is a subsystem of Natural. Used for administrative and Calendaring purpose on natural applications.

IBM WebSphere Host Access Transformation Services (HATS)	5.0	Used to allow screen-scraping interaction between the Java and Natural screens.
IBM WebSphere Application Server	5.1	Web application software environment
IBM HTTP Server	1.3.28	Web URL server
<b>Database Management System (DBMS)</b>		
Software AG ADABAS	7.4.4	Manages GEARS database
IBM DB2 Universal Database	8.2	Web application database
<b>Data Communications Software</b>		
IBM FTP	1 r.7	Used for interface file transfer
<b>Languages/Compilers</b>		
Natural	4.2.3	Natural is a complete 4GL development environment for designing, developing and employing business-critical applications of ADABAS applications
Java	2.0	GEARS web
<b>Design/Modeling Tools</b>		
CA ERWin	4.1.4	Used by DBAs to create logical and physical data models



**Data Mining/Ad Hoc Query Tools**

SuperNatural	3.5.3	Super Natural is a product for extracting and processing data from mainframe or PC files. The main task of Super Natural is to extract data from a database according to the selection criteria you define and to present it in the form of reports with no detail knowledge of programming.
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**Utilities/Report Writer Programs**

Natural	4.2.3	Natural is a complete 4GL development environment for writing reports
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**Other**

CA Service Desk	11	Used by Help Desk
CA-7	11	Batch scheduling in mainframe environment
DynamicPDF Generator for Java	4.0	Web reporting
IBM ITCAM or equivalent software	6.1	Response time monitoring and tracking

### 3.2 Intentionally Omitted

## **4.0 Intentionally Omitted**

### **4.1 Intentionally Omitted**

### **4.2 Intentionally Omitted**

## Exhibit 20 — Intentionally Omitted

## Exhibit 21 — Intentionally Omitted

## **EXHIBIT B - STATEMENT OF REQUIREMENTS (SOR)**

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## 1.0 OVERVIEW OF STATEMENT OF REQUIREMENTS (SOR)

The Statement of Requirements (SOR)<sup>1</sup> outlines GAIN Employment Activity Reporting System (GEARS) overall business and technical requirements. Each of the functional and technical requirements listed supports all of GEARS existing business processes.

The requirements below include the System's overall functional capabilities that are presently inherent within the System. At a minimum, these requirements will be used to track, test and monitor the overall System capabilities that shall consistently be met throughout the Term of this Agreement.

Other systems and functional capabilities that are considered by County as enhancements or improvements to the System shall be addressed by Contractor at County's discretion during the maintenance and enhancement phases of the Agreement.

## 2.0 CURRENT BUSINESS/TECHNICAL REQUIREMENTS

The following section outlines, by major business process, the specific requirements for the System. A description of the major business processes is provided below:

- **Case Assignment** — The process of assigning a CalWORKs Participant to the appropriate GAIN Regional Offices or contractor's offices, using information received from LEADER. This process includes assigning the Participant based on primary language, location and service needs to a GAIN Services Worker (GSW), setting an appointment time and date, and issuing an appraisal appointment letter.
- **Orientation and Appraisal (OAP)** — A one-day appraisal process which provides a Participant with an overview of the GAIN program, the rights and responsibilities, motivational training, a fact gathering interview, and activity referral.
- **Case Management** — The process of managing Supportive Services and Specialized Supportive Services and activities provided to a Participant so he can find employment expediently and achieve economic self-sufficiency prior to the culmination of his five (5) year lifetime limit to public monetary aid (i.e., federal funding program entitled Temporary Aid to Needy Families (TANF)). Case management is by far the largest business process within the System and encompasses several complex sub-processes. See Subsection 2.1.4 (Case Management Business Process Overview and Requirements) for a more detailed description of sub-processes in Case Management.
- **Compliance** — A process initiated when a Participant fails or refuses to participate without a Good Cause. The purpose of the Compliance process is to address participation problems, determine the Participant's cause and resolve them so the Participant can resume participation.
- **Appeals, Grievance & State Hearings** — An Appeal procedure available to a Participant who believes that any program requirement violates his GAIN activity with County or is inconsistent with the objectives or procedures of the program.
- **Cal-Learn** — A statewide mandatory program for a CalWORKs Participant who is under nineteen (19) years of age, is pregnant or parenting, and has not yet

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<sup>1</sup> Throughout this SOR, except for proper nouns, any words and phrases applicable to GAIN which appear with initial capital letters shall have the meanings given to them in Exhibit K (Glossary), GAIN Glossary.



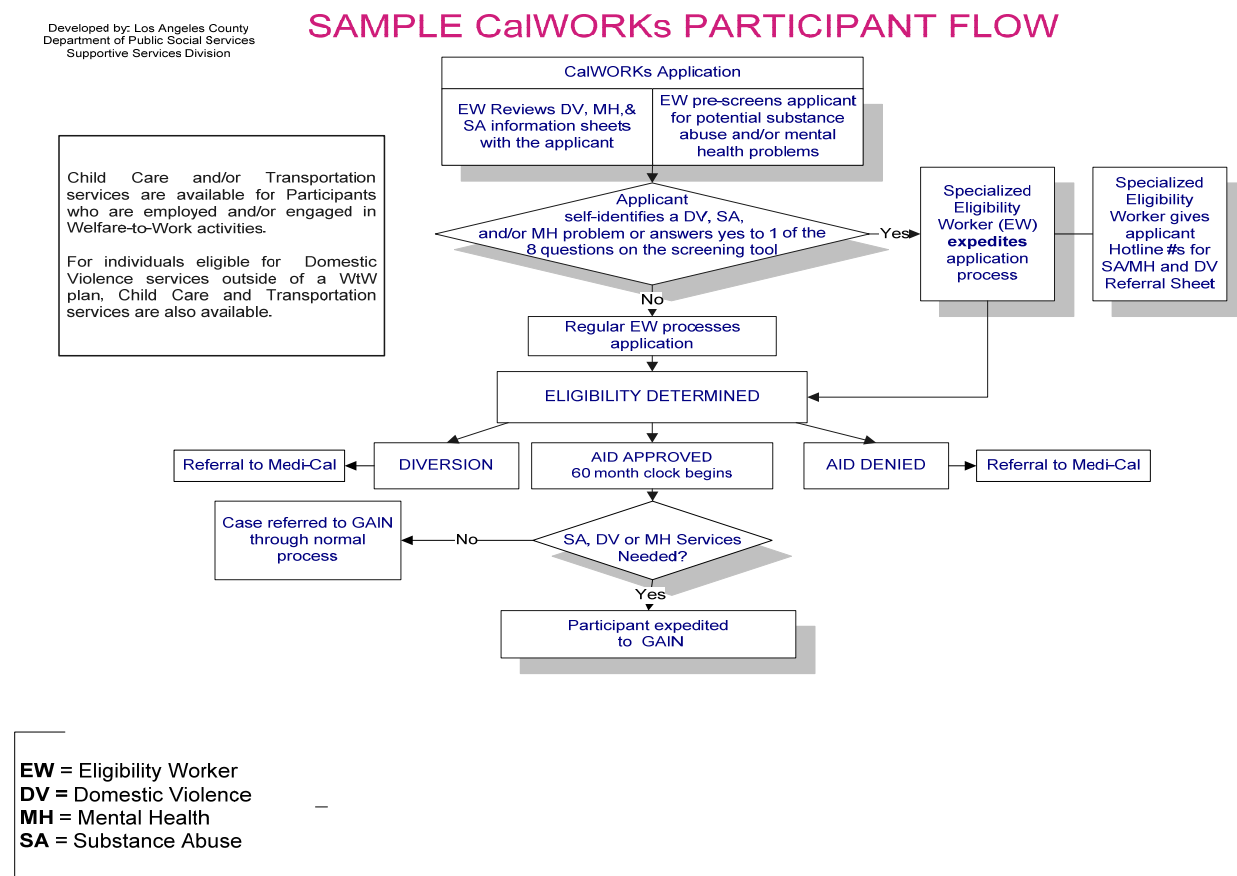
completed her high school education (also known as a Cal-Learn Participant). It includes mandatory high school or equivalency study, with financial incentives for good grades or graduation, and penalties for low grades or failure to submit report cards. The focus of Cal-Learn is to give her the support she needs to complete her high school education. Through an agreement between DPSS and Cal-Learn Contractors, the Cal-Learn Participant receives intensive case management and Supportive Services, including Child Care, Transportation and education expenses to enable her to attend school. The Cal-Learn Participant may continue in the program on a voluntary basis up to age twenty (20).

County's current business processes, and associated sub-processes, are outlined in the GAIN program Interpretation Handbook (GAIN PIH) and depicted in the diagrams (as of December 1, 2004) on the following pages. These diagrams (Figure 1. Sample CalWORKs Participant Flow and Figure 2. GAIN Welfare-to-Work (WTW) Flow/Decision Chart) shall be reviewed by Contractor and may be revised by County during the course of the Agreement. Therefore, Contractor shall consider these diagrams examples of the sample processes depicted, and not the only Participant flows to be referenced.

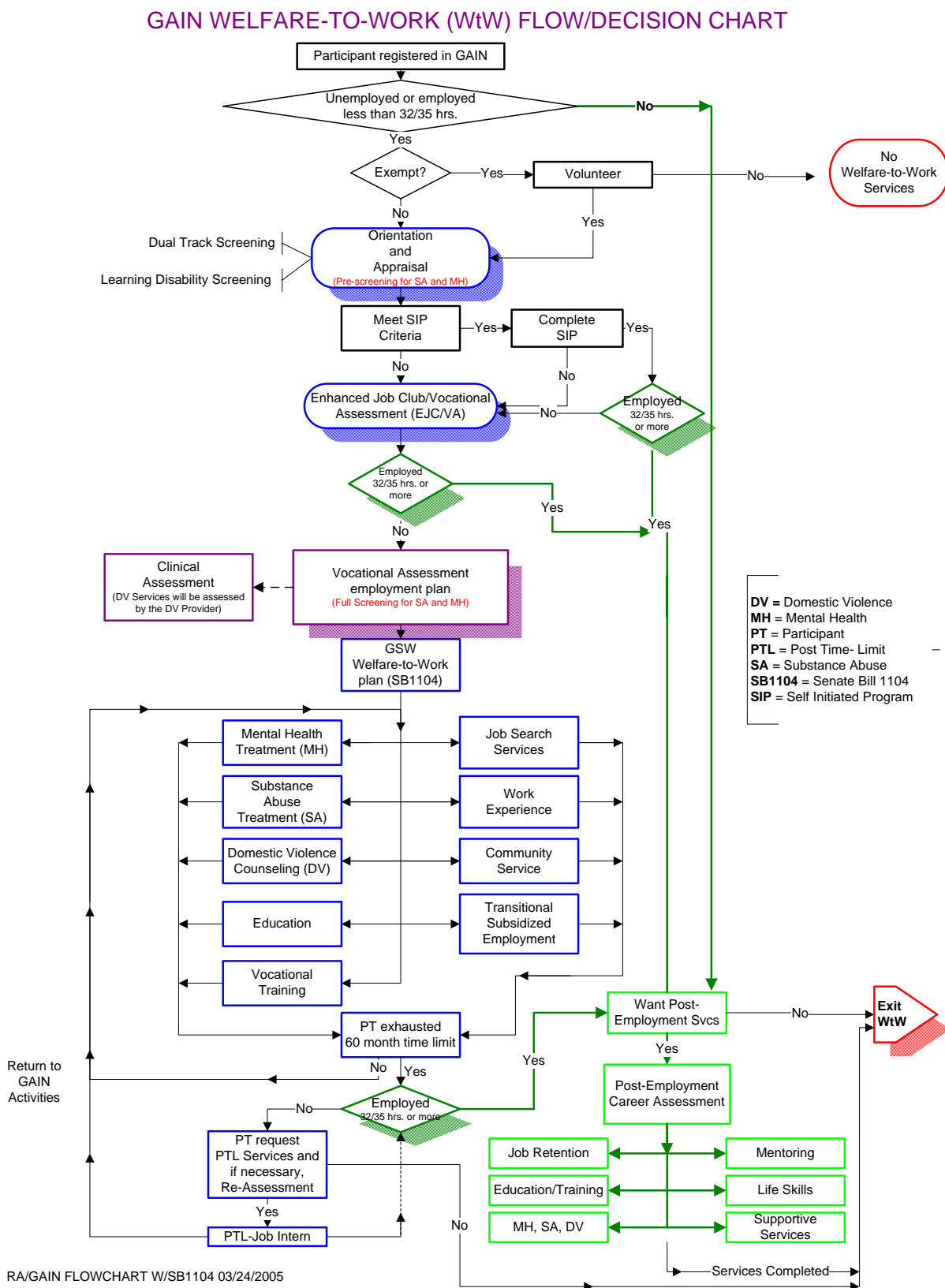
## 2.1. Detailed Business Requirements

This section outlines County's business requirements for the System.

**Figure 1. Sample CalWORKs Participant Flow**



**Figure 2. GAIN Welfare-to-Work (WtW) Flow/Decision Chart**



## 2.1.1. General Business Requirements

County's Case Management System shall have the following capabilities:

2.1.1.1. A System architecture and maintenance program with the following characteristics:

2.1.1.1.1. **Flexible System** — be flexible and capable of responding quickly to local, state and federal mandates and policies (e.g., CalWORKs WtW), and comply with research study requirements. System flexibility includes:

- a) **Orientation and Appraisal workflow** — has the ability to meet changes to County's business process and allows for Orientation and Appraisal to occur prior to and/or after eligibility determination.
- b) **Integrated Scheduling and calendaring** — has ability to manually or electronically schedule, update and delete appointments. In addition, the System provides the ability to block calendars to account for County Holiday(s), individual vacations, etc. Connect is County's current integrated Scheduling and calendaring System.
- c) **Flexible appointment hierarchy** — has ability to modify the appointment assignment hierarchy, based on User-defined parameters.
- d) **Multiple User access and Participant record inquiry** — has ability to allow multiple Users, at multiple locations, to access a Participant's record according to CalWORKs WtW policy.
- e) **Modifiable workflow logic** — has ability to modify workflow logic, as appropriate, according to CalWORKs WtW policy.
- f) **Multiple process logic within a given business process** — has ability to allow for multiple process logic within a given business process (e.g., Self-Initiated Program (SIP) activity requires unique processing logic within the case management business processes).
- g) **Alternative processing** — provides alternative and parallel processing to ensure the integrity of County's business processes, as defined by County during

System design and development. For instance, if the System design results in required modifications to GEARS, alternative processing may be required until the modifications are made to GEARS.

- h) **Responsiveness to mandates** — has ability to modify processing logic and business rules (e.g., assignment of a Participant to a GSW based on supervisorial district, Service Planning Area (SPA), census tracked and zip code) in a timely manner.
- i) **Flexible case distribution** — facilitates the current and future Participant flows, particularly at the points of Orientation and Appraisal. The System must enable customized Participant flow depending on such elements as: GAIN Regional Offices, CalWORKs District Offices, supervisorial district, census track, primary language, Sanction status, months remaining on the CalWORKs sixty (60) month Time Clocks or any other monitored demographic or Participant family characteristic. The System addresses County's need to serve a Participant managed by County staff and County's contractors as well as Child Care and Transportation specific cases.
- j) **Date and time stamp modification** — allows ESD staff the ability to modify date and time stamps in any System environment, through the development, testing and on-going operations of the System.
- k) **Simulated processing date** — has ability to modify time stamps and transaction records in any individual environment to reflect a simulated processing date in the past, current, or future. The date stamps on all records must accurately and consistently reflect the simulated System date, not the true System date.

2.1.1.1.2. **Participant level processing and entity (Participant) relationship validation** — has ability to process GAIN cases at the Participant level, including the establishment and retention of

a Participant's historical relationships, including to the following:

- a) A Participant from any related case file.
- b) A Participant within a case file that may be or may not have been assigned to another location and/or case file.

2.1.1.1.3. **Unique record verification and validation** — verifies the creation and maintenance of unique records based on key fields.

2.1.1.1.4. **Maintain and update Participant data** — allows Users to maintain and update all required Participant record information.

2.1.1.1.5. **Table maintenance** — allows ESD staff to access and update selected tables required for processing a Participant, and related information (e.g., activities codes and descriptions, activity time limits).

2.1.1.1.6. **Auto-resetting of information** — resets or clears information on a Participant record and/or case file based on parameters defined by CalWORKs WtW policy.

2.1.1.1.7. **Online transaction history** — tracks online transaction history by User (e.g., Alternative Payment Program Agency (APP), Refugee Service Providers (RSP), GSW, etc.) and/or by specified transaction type.

2.1.1.1.8. **Audit trail** — identifies historical data changes by User ID, time and date stamp.

2.1.1.1.9. **Screen-based save capabilities** — saves changes to a record on a screen-by-screen basis.

2.1.1.1.10. **Data extracts** — allows ESD staff to specify and extract data directly from the System.

2.1.1.1.11. **Random sampling** — randomly selects data for statistical purposes, testing, or other activities as defined by County.

2.1.1.1.12. **Saving and storing in a different format** — saves queries, data downloads and reports in a format other than System default (e.g., ASCII, Rich Text, DBF, DLT, spreadsheet).

2.1.1.1.13. **Maintain System Data** — retains System Data history, unless specified and approved by County.

2.1.1.2. Provides workflow, alerts and error messaging capabilities with the following characteristics:

- 2.1.1.2.1. **Workflow** — supports the required Participant record maintenance processes through an integrated workflow technology.
- 2.1.1.2.2. **Workflow alerts** — integrates System alerts within the required workflow (e.g., prompt User of related activities, subsequent business and/or escalation processes).
- 2.1.1.2.3. **Automatic alert for Participant case review and escalate status of review process** — automatically prompts Users to review a Participant's record and automatically escalates the status of the review process as appropriate.
- 2.1.1.2.4. **Retain alerts according to County's business rules** — retains alerts according to County's business rules (e.g., some alerts may automatically be deleted after a certain time period, while other alerts shall notify GSW of required actions until that action is completed).
- 2.1.1.2.5. **Notification of changes in Participant data** — notifies Users of changes to a Participant's data including changes in employment information (e.g., hours per week, income, etc.).
- 2.1.1.2.6. **Notice of non-activity** — notifies Users of Participant records requiring review, based on CalWORKs WtW and County policies (e.g., time limit expiration pending, delinquent case with no activity, etc.).
- 2.1.1.2.7. **Prioritize and sort alerts** — includes a hierarchy of System alerts, and allows appropriate Users to prioritize and sort alerts.
- 2.1.1.2.8. **Maintain alerts** — allows Users to delete and maintain alerts, as appropriate, and includes an automated deletion feature of System alerts.
- 2.1.1.2.9. **Record update notification** — notifies Users of successful and/or unsuccessful record updates and specifies the reason for any unsuccessful update.
- 2.1.1.2.10. **Display and prompt Users with error messages** — displays error messages in a standard format (i.e., in a consistent location on each screen), and links User to field requiring entry or correction to be easily understood.
- 2.1.1.3. Includes basic business process functionality as described below:
  - 2.1.1.3.1. **Adhere to the tribal TANF and native employment works program rules** — complies

with the tribal TANF and native employment works program and federal statutes associated with the program.

- 2.1.1.3.2. **Adhere to the decisions reached by Faith Based Organizations (FBO)** — adheres to decisions reached by the FBO collaborative council in support of the Long Term Family Self-Sufficiency (LTFSS) plan for the provision of CalWORKs WtW services.
- 2.1.1.3.3. **Automatic update of Participant record with CalWORKs data** — automatically updates a Participant record, whether it is active or inactive, with the Participant's CalWORKs data, according to CalWORKs WtW policy.
- 2.1.1.3.4. **Track ninety (90) Days WtW plan counter** — tracks the number of Day(s) elapsed from the effective date of aid until the WtW plan is signed, as appropriate, according to CalWORKs WtW policy.
- 2.1.1.3.5. **Automatic alert of case review for the ninety (90) Days WtW plan** — automatically alerts Users to review a Participant's case for ninety (90) Days WtW plan at specified time intervals, according to CalWORKs WtW policy.
- 2.1.1.3.6. **Stop and reset the ninety (90) Days WtW plan counter** — automatically stops and resets a Participant's ninety (90) Days WtW plan counter based on changes to a Participant's data (e.g., eligibility status, exemptions and Compliance, etc.), according to CalWORKs WtW policy.
- 2.1.1.3.7. **Display a Participant's CalWORKs and TANF (i.e., CalWORKs sixty (60) months) Time Clocks** — includes in the LEADER interface to the System, a Participant's CalWORKs sixty (60) months Time Clock field and displays this field on the Participant record, as appropriate.
- 2.1.1.3.8. **Free-form text comment field** — allows Users to input, view and print free-form text comments based on established relationships (e.g., a Participant's record, any Participants within a specific case) and CalWORKs policy.
- 2.1.1.3.9. **Allow User to select reasons for a Participant's activity** — allows a Service Provider and a GSW to select from a predetermined list of reasons for a Participant's activity with the GAIN program (e.g., need, exemption or Non-Compliance reason).

- 2.1.1.3.10. **Provide services to a GAIN and non-GAIN Participant** — provides services to a GAIN and non-GAIN Participant eligible for services, according to CalWORKs WtW policy.
- 2.1.1.3.11. **Capture, populate, complete and print online forms** — captures current paper forms and populate the forms with information (e.g., GSW information, a Participant's name and address). In addition, the System shall complete and print the necessary agreements, reports, and forms that are to be completed by a GAIN Participant and GSW. The System must retain all data that is used to create the agreements, reports and forms in perpetuity on the database. The on-line version must display all the data entries that were used to print the form and delivered to the Participant.
- 2.1.1.3.12. **Create and maintain Service Provider inventory** — creates and maintains a Service Provider inventory. Service Provider profiles shall contain pertinent information including name, address, type of provider, range of services and languages provided as defined by County. Users shall be able to select, verify and validate Service Providers based on predefined criteria (e.g., name, zip code, Occupational Employment Statistics (OES) code). In addition, the System shall allow Users to maintain the GAIN Service Provider inventory, based on User defined parameters.
- 2.1.1.3.13. **Allow assigning of concurrent Components** — allows assigning of a Participant to WtW activities concurrently, according to CalWORKs WtW policy.
- 2.1.1.3.14. **Online production reports** – all production reports created by the System, regardless of the print status, must be viewable on line by ESD staff. The online production report view shall be retained for a minimum of one hundred twenty (120) Days from the report create date.
- 2.1.1.3.15. **Automatic case deregistration and alert for case review** — automatically deregisters cases and alerts the GSW based on criteria defined by CalWORKs WtW policy (e.g., a voluntary Participant, a sanctioned Participant, etc.).



2.1.1.4. Provides data retention capabilities in accordance with WtW or County policy, as defined below:

2.1.1.4.1. **Online historical information** — has ability to store an unlimited amount of historical information online.

2.1.1.4.2. **Archive historical information** — archives a pre-determined amount of historical information and provides easy access to archived data.

2.1.1.4.3. **Data purging** — purges select records within a specified date range.

2.1.1.4.4. **Archive storage** — includes data storage and retrieval capabilities.

2.1.1.4.5. **Auto-save capabilities** — includes auto-save capabilities.

2.1.1.4.6. **Data Recovery** — includes a process to back up all System programs and System Data files for disaster recovery.

2.1.1.5. Provides special processing capabilities, including the following:

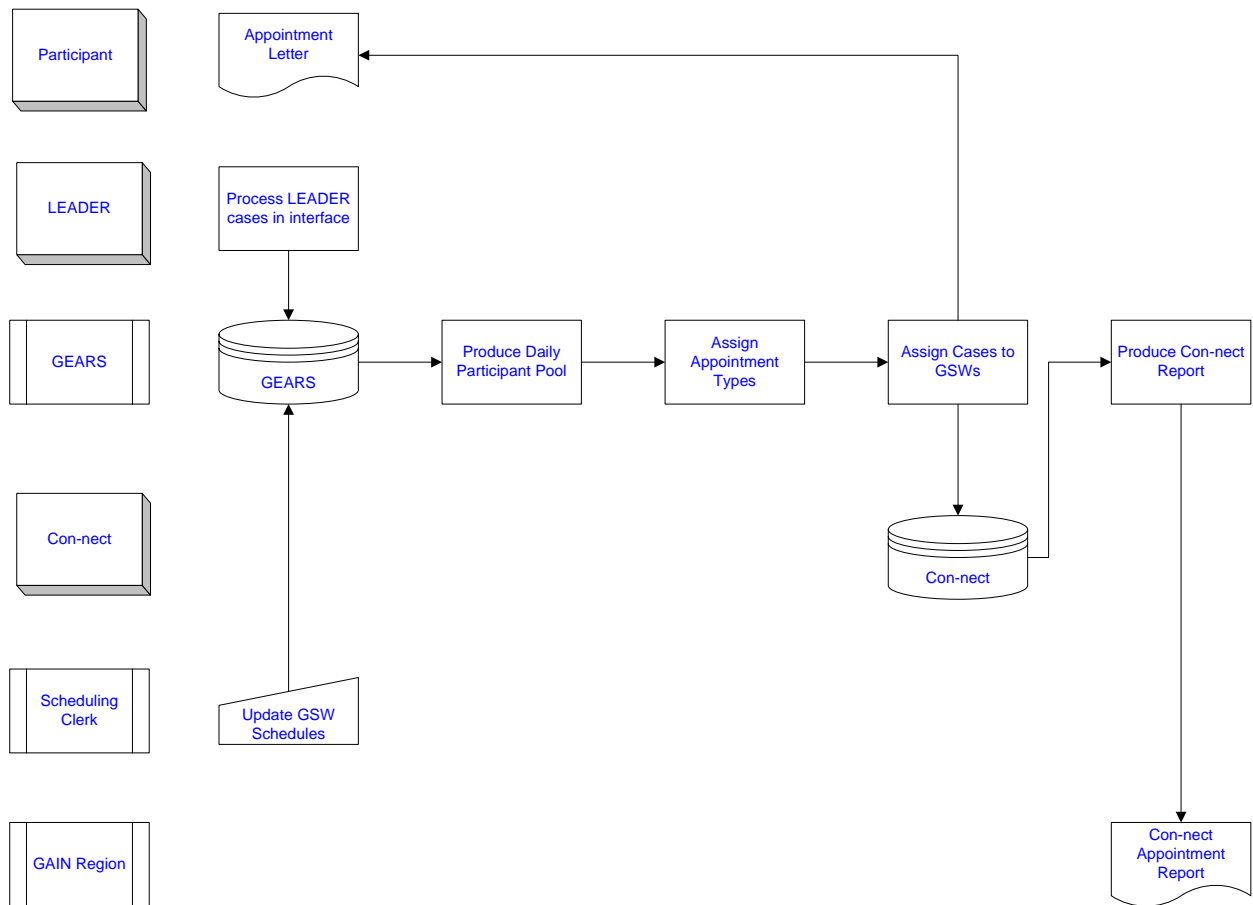
2.1.1.5.1. **Specialized Case Management processing** — meets special processing requirements according to different program needs (e.g., REP, a non-GAIN Participant requiring services such as Mental Health, Substance Abuse, and Domestic Violence treatment, Ancillary Expense, Child Care and Transportation).

2.1.1.5.2. **Generating and processing GAIN mailings** — generates, prints and processes timely notices, invoices and reports according to state and local mandates (e.g., language requirements, time requirements) to ensure the maximum postal discounts.

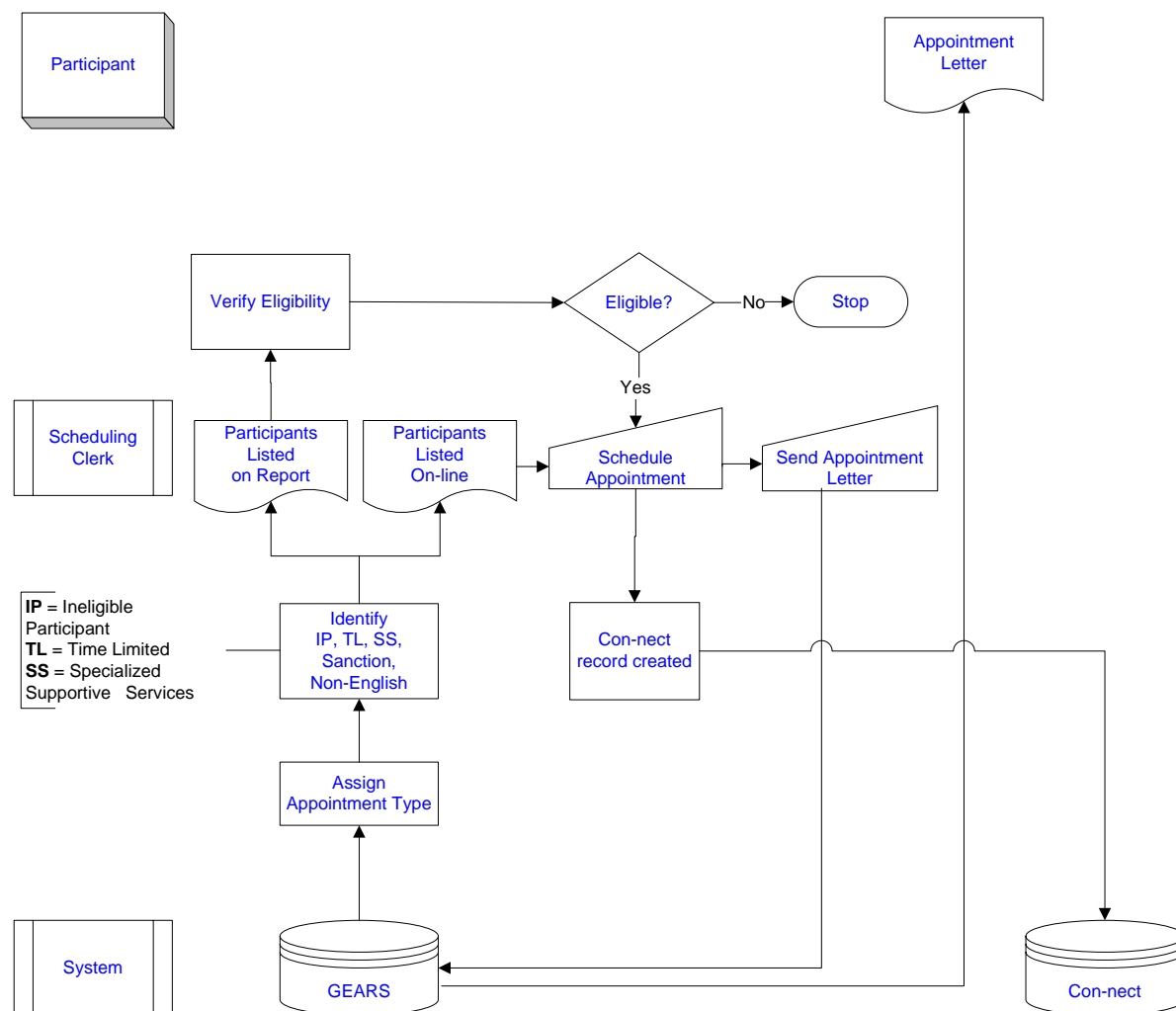
## 2.1.2. Case Assignment Business Process Overview and Requirements

The Case Assignment process facilitates the intake of an unassigned a CalWORKs Participant into the GAIN program. Each day a file of unassigned GAIN eligible cases along with a change in status of GAIN Participant cases is produced by LEADER and then added to the ongoing pool of Participants waiting for Case Assignment. Currently, the process includes automated processing for an English speaking Participant and manual processing for a non-English speaking Participant. In addition, there are certain conditions which allow the System to register a Participant manually, such as ineligible, timed-out, sanctioned, and other Participants who meet special service requirements. The following flowcharts depict the automated and manual Case Assignment process for the GAIN program.

**Figure 3. Automated Case Assignment**



**Figure 4. Manual Case Assignment**



The System's Case Assignment functionality shall:

2.1.2.1. Include Case Assignment functionality as follows:

- 2.1.2.1.1. **Produce daily Participant pool** — receives daily updates from LEADER for eligible and ineligible CalWORKs Participant records of potential GAIN Participants.
- 2.1.2.1.2. **Update and maintain unique Participant records** — compares Participant records received from LEADER with existing pool of unassigned Participants in the System to maintain an updated and unique set of Participant records according to CalWORKs WtW policy.
- 2.1.2.1.3. **Automatically assign Appointment Types** — automatically assigns a unique Appointment Type

to a Participant's record according to CalWORKs WtW policy.

2.1.2.1.4. **Auto-reset Appointment Types** — automatically resets a Participant's Appointment Type based on changes to a Participant's data (e.g., eligibility status, declared need for Domestic Violence, Specialized Supportive Services and/or exemptions).

2.1.2.1.5. **Automatically assign a Participant** — automatically assigns a Participant according to CalWORKs WtW policy (e.g., language requirements, special service requirements, and location requirements):

- a) GSW
- b) Location
- c) Service needs
- d) Other, as appropriate

2.1.2.1.6. **Provide manual Participant assignment** — allows Users to manually assign a mandatory or voluntary Participant.

2.1.2.1.7. **Register a terminated CalWORKs Participant for Supportive Services and Specialized Supportive Services** — allows Users to manually register a Participant, no longer receiving CalWORKs benefits, for Supportive Services and Specialized Supportive Services according to local, state and/or federal policy.

2.1.2.1.8. **Track and report the status of a Participant assignment** — automatically tracks and reports the status of a Participant awaiting assignment and assigns an Appointment Type based on the date he initially entered the unassigned pool, within the appointment hierarchy.

2.1.2.2. Schedule a Participant for appointments as follows:

2.1.2.2.1. **Automated Scheduling of appointments** — schedules appointments based on GSW's availability and automatically updates GSW's schedule based on CalWORKs WtW policy, and other County policies (e.g., flex-time, holiday schedule, vacation, other manually scheduled appointments, etc.).

2.1.2.2.2. **Automated performance-based Scheduling** — assesses caseloads and schedules appointments according to predefined performance metrics (e.g., regional Scheduling targets).

- 2.1.2.2.3. **Review and modify appointments** — allows Users to review and modify their scheduled appointments as appropriate, according to CalWORKs WtW policy.
- 2.1.2.2.4. **Manual Scheduling of appointments and appointment letter generation** — enables Users to manually maintain schedules and appointments and notifies a GSW of appointment letters to be generated on the Scheduling of an appointment for GSW review and approval, or suppression, of an appointment letter prior to distribution.
- 2.1.2.2.5. **Automatically suppress batch print request for notices printed locally** — enables Users to print notices to a local printer, maintain an electronic copy of the locally printed notice, and automatically suppress the generation of the notice through the batch printing process. All subsequent processes shall be automatically initiated on generation of the notice to a local printer.
- 2.1.2.2.6. **Daily appointment management** — determines a GSW's daily allocation for appointments derived from CalWORKs WtW policy and business processes.
- 2.1.2.3. Provide caseload activity status reports described as follows:
  - 2.1.2.3.1. **Performance-based caseload reporting** — provides a caseload breakdown for a predefined location (e.g., region, district), by GSW, by day. Report shall include data such as, Participant's eligibility status, aid type, name and case number/Participant ID (PID), CIN, Appointment Type (Case Assignment hierarchy), and type of appointment (e.g., Appraisal, Cause Determination).
  - 2.1.2.3.2. **Caseload trend reporting** — reports caseload trends by GSW, by location.
  - 2.1.2.3.3. **Automatic notification of caseload backlogs** — automatically notifies management of caseload backlogs (e.g., no activity in the last thirty (30) Days, delinquent status, etc.) by location, by GSW based on User defined parameters.
  - 2.1.2.3.4. **Pending activity reports** — generates management reports identifying activities

requiring action to be taken based on predetermined reporting criteria and frequency.

### 2.1.3. Orientation and Appraisal (OAP) Business Process Overview and Requirements

The OAP function is the first required activity following Case Assignment of a GAIN Participant. This activity is a one-day appraisal process which provides the Participant with an overview of the GAIN program, the rights and responsibilities, motivational training, a fact gathering interview, and activity referral.

The System's OAP functionality shall:

#### 2.1.3.1. Include reception functionality as follows:

2.1.3.1.1. **Produce daily appointment summary** — notifies GSW of daily appointments according to region, unit, GSW, appointment time, a Participant's name and case number. The notification shall indicate the nature of appointment; for example, OAP, Cause Determination, etc. (refer to County's Diligence Materials/Diligence Library for sample GSW appointment schedule information).

2.1.3.1.2. **Notify Users of Scheduling conflicts, and reroute daily appointments** — notifies Users of Scheduling conflicts with a Participant holding an appointment and allows Users to reroute daily appointments, as appropriate.

#### 2.1.3.2. Include OAP functionality as follows:

2.1.3.2.1. **Provide information to facilitate a Participant's preliminary evaluation** — provides fields for a GSW to review and prepare a preliminary evaluation of a Participant. This information shall include, the following (Note: select information is populated from the LEADER interface):

- a) General Participant information (e.g., name, address, primary language)
- b) Compliance information
- c) Education information
- d) Employment goals
- e) Payee and grant information
- f) Previous GAIN Registration information
- g) Current contact and address information
- h) History of GAIN Component participation and status

- i) Activity dates and status for individual Components
- j) Data about each child on the case
- k) CalWORKs Time Clocks (e.g., start and end dates, extenders including month and reason code, clock stoppers, exemptions, etc.)
- l) History of Supportive Services and Specialized Supportive Services
- m) WtW contract agreement terms and dates

2.1.3.2.2. **Review, update and maintain a Participant's record and related information** — allows a GSW to review and update a Participant's record, including any related information. This information shall include, the following (Note: select information is populated from the LEADER interface):

- a) General Participant information (e.g., address, primary language)
- b) Employment information
- c) Service needs and any associated tracking indicators
- d) Dates Participant received specific information

#### 2.1.4. Case Management Business Process Overview and Requirements

After a Participant has completed the OAP process, a GSW reviews the Participant's case record and conducts an interview. The GSW determines each Participant's unique needs and recommends services accordingly, by assigning a Participant to selected activity, also known as Components. This begins the Case Management process, which constitutes the majority of the processes required by the GAIN program.

The GSW shall continually assess the Participant's progress and assign a series of Components, to improve an eligible Participant's employment opportunity. This is accomplished by facilitating the process for a Participant to obtain the appropriate education, training, coaching and job search assistance. Other types of Supportive Services, such as Child Care, Transportation, and Ancillary Expenses, which complement the Components, are also provided as set forth in GAIN policies. Components within this phase of GAIN include the following:

- Earned Income Component (EIC)
- Self-Initiated Program (SIP)
- Job Club/Job Search (JCL/JSR)
- Vocational and Career Assessment (ASM)

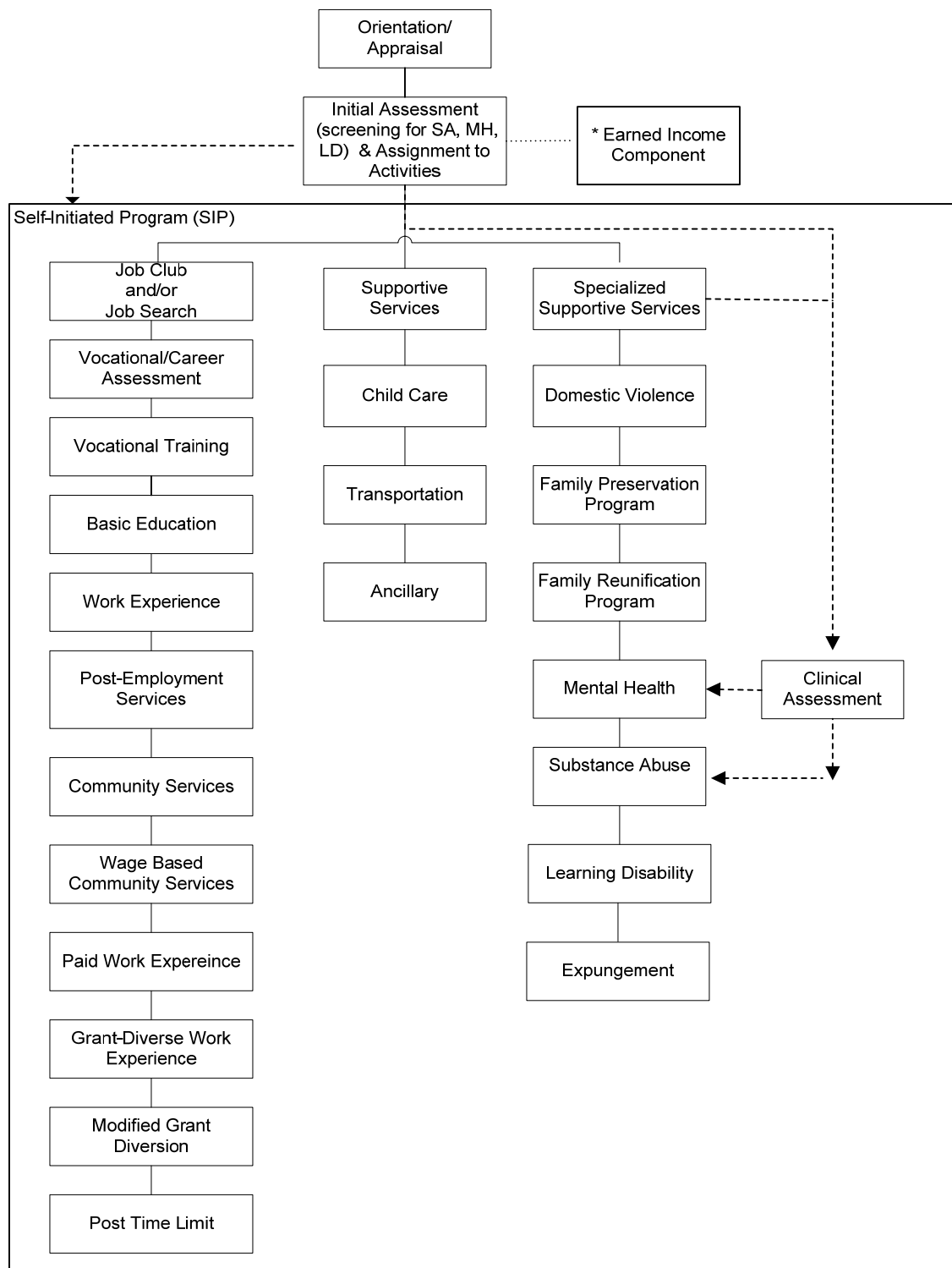
- Vocational Training (VOC)
- Basic Education (ESL, GED, ABE, HSD)
- Work Experience (WEX)
- Post-Employment Services (PES)
- Community Service (CSC)
- Wage-Based Community Services (WCS)
- Paid Work Experience (PWE)
- Grant-Diverse Work Experience (GDW)
- Modified Grant Diversion (MGD)
- Post Time Limit (PTL)
- Domestic Violence Services (DVS, 002)
- Family Preservation Program (FPP)
- Family Reunification Program (FRP)
- Clinical Assessment (CLA, 001)
- Mental Health Services (MHS, 003)
- Substance Abuse Services (SAS, 004)
- Learning Disability (LD, 005)
- Expungement (XPG)
- Refugee Employment Program (REP)

The relationship between these Components is fairly complex, with several of the activities running concurrently under diverse circumstances.

The following GAIN Case Management flow chart (Figure 5. GAIN Case Management Flow Chart) illustrates the relationship between these Components in a simplified manner. A description of each Component is provided on the subsequent pages. Contractor should use this diagram and a Component description to help facilitate its compliance with County's requirements.



**Figure 5. GAIN Case Management Flow Chart**



\* The Earned Income Component is currently part of the GEARS design and is used for identifying and generating Supportive Services Payments. The Earned Income Component may or may not follow this same flow, but shall incorporate the required functionality as defined in section 2.1.4 (Case Management Business Process Overview and Requirements) of this Statement of Requirements (SOR).

The GAIN program requirements in this section have been organized according to the GAIN Case Management flow chart (Figure 5. GAIN Case Management Flow Chart). A description of each item on the flow chart is listed below:

- **Initial Assessment for Screening the Barriers/Obstacles and Assignment to Activities** — Requirements that apply to all Specialized Supportive Services Components within Case Management and are the preliminary activities that a GSW will perform with a Participant.
- **Earned Income Component (EIC)** — An activity currently maintained in GEARS that indicates a Participant is employed and facilitates Supportive Services Payments. The EIC functionality is included in the requirements, but may not be a necessary “Component” of the System.
- **Self-Initiated Program (SIP)** — An undergraduate degree or certificate program that leads to employment or a post-baccalaureate degree program for a California teaching credential in which a CalWORKs Participant is enrolled prior to the GAIN appraisal.
- **Job Club (JCL)** — An activity designed to increase a Participant’s employment marketability, job skills and exposure to the labor market with the purpose of placement into full-time or part-time employment.
- **Job Search (JSR)** — An activity for a Participant that has completed the three (3) week JCL and WtW plan without obtaining employment. These Services provide enhanced WtW activities to a CalWORKs Participant and include a one (1) day Orientation classroom activity, and four (4) to five (5) week JSR services.
- **Vocational and Career Assessment (ASM)** — An activity where a Participant and an assessor develop an employment plan using the Participant’s existing educational level, employment experience, employment goals, and vocational assessment test results. The employment plan shall specify the employment goal to be attained under the GAIN program, as well as the service(s) needed to achieve the employment goal, including counseling/treatment services to remove barriers caused by mental health, substance abuse, or domestic violence problems.
- **Vocational Training (VOC)** — A service offered if the vocational assessment employment plan specifies that vocational education or training is needed to achieve a Participant’s employment goal. The primary goal for assigning a Participant to these services is to improve his existing skills or obtain new skills required to move a Participant into full-time employment.
- **Basic Education (REM, ABE, GED, ESL)** — An activity provided to a GAIN Participant, including reading, writing, arithmetic, high

school diploma or equivalency achievement, and English as a Second Language (ESL).

- **Work Experience (WEX)** — A work assignment in which a Participant receives non-salaried experience in a public or private nonprofit agency. Work experience assignments provide training in appropriate work behavior skills, the acquisition of new skills, the enhancement of existing skills or recently acquired skills, and employment references to use when seeking salaried employment.
- **Post-Employment Services (PES)** — Services available to help a Participant stay employed and promote the attainment of wages which enable self-sufficiency. Although these services are available to a CalWORKs Participant regardless of his eligibility status, most Participants in PES have secured initial, entry-level jobs with wages too low to eliminate their need for welfare benefits. The goal is to achieve unsubsidized employment for every non-exempt Participant prior to his five (5) year time limit and to achieve independence of all families from CalWORKs cash benefits.
- **Community Services (CSC)** — A work assignment in which a Participant receives experience in a public or private nonprofit organization. A Participant can also be assigned to education/training that is required or relevant to the specific services placement or is cited in the assessment results.
- **Wage-Based Community Services (WCS)** — An activity in which a Participant receives salaried experience in a public or non-profit agency. WCS helps a Participant enhance and/or acquire job skills related to the Participant's employment goal and provide the Participant with the opportunity to acquire employment references to use when seeking salaried employment.
- **Paid Work Experience (PWE)** — A subsidized work experience assignment that combines part-time employment with employer-linked education/training programs.
- **Grant-Diverted Work Experience (GDW)** — A wage-based employment and training program which is designed to provide a Participant with hard and soft job skills that shall lead to unsubsidized full-time employment and financial self-sufficiency. The grant is diverted to an employer and the Participant receives a paycheck for that amount.
- **Modified Grant Diversion (MGD)** — A subsidized work experience assignment that provides a Participant job skills training which helps the Participant transition to unsubsidized employment.
- **Post Time Limit Adults (PTL)** — Services available to assist a CalWORKs time-out Participant in maintaining and/or securing

employment through participation in work experience programs and education/classroom training

- **Supportive Services** — Services which GAIN will help to arrange or pay for, in order that a Participant may participate in GAIN activities, if other funding sources are not available, including:
  - **Child Care** — The objective of the CalWORKs Child Care program is to ensure that CalWORKs children are provided Child Care while their parents/caretakers, who are not exempt from WtW requirements, continue to participate in their WtW activities. CalWORKs parents can choose licensed or license-exempt Child Care Providers. In the County, Child Care referral services are provided through multiple Alternative Payment Program (APP) and Resource and Referral (R&R) agencies, and Child Care Payments are made directly to Child Care Providers. Under certain circumstances, County may be required to provide Child Care services to a specific WtW Participant who is working and is no longer aided. A Participant who is working and is no longer aided may be able to receive Child Care assistance for up to twenty-four (24) months from the date his cash aid is terminated.
  - **Transportation** — Payments issued to a Participant for travel to and from WtW activities and/or employment.
  - **Ancillary Expenses** — Payments issued to a Participant to cover the cost of items necessary for a Participant to participate in WtW activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.
- **Specialized Supportive Services** — A range of confidential services offered to a Participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning disability, family preservation, family reunification, expungement and/or substance abuse. If a Participant needs Specialized Supportive Services the Participant can be referred to a Service Provider who will help determine the best treatment plan.
  - **Domestic Violence Services (DVS, 002)** — Special family violence services intended to ensure a CalWORKs applicant or Participant and their children who are past or present victims of abuse are not placed at further risk or unfairly penalized by CalWORKs requirements and procedures.
  - **Family Preservation Program (FPP)** — An integrated, comprehensive approach to strengthening and preserving families who are at risk of, or already experiencing, problems in family functioning, with the goal of promoting and insuring child safety. The program serves those children and families under Department of Children and Family Services (DCFS)

supervision. Services are delivered through a system of Community Family Preservation Networks (CFPN). These networks include community-based organizations, identified as lead agencies, and other community Service Providers who offer families core and linkage services to address identified problems associated with child abuse and neglect.

- **Family Reunification Program (FRP)** — An activity which permits CalWORKs parents whose children have been removed from the home by DCFS and therefore are not receiving a cash grant, to receive WtW services, for up to one hundred eighty (180) Days from the date of the child's removal from the home.
- **Clinical Assessment (CLA, 001)** — Services offered to a Participant with a potential mental health and/or substance abuse problem.
- **Mental Health Services (MHS, 003)** — Services offered to a Participant with mental or emotional disabilities that create a barrier to employment. MHS is designed to assist a Participant's transition from WtW and to retain long-term employment.
- **Substance Abuse Services (SAS, 004)** — Services offered to a Participant with substance abuse problems that create a barrier to employment. SAS is designed to assist a Participant's transition from WtW and to retain long-term employment.
- **Learning Disability (LD, 005)** — Services offered to a Participant with a potential learning disability problem.
- **Expungement (XPG)** — Services that expunge a Participant's criminal record and that help a Participant find employment after his criminal record has been expunged.
- **Refugee Employment Program (REP)** — A federally funded program through the Office of Refugee Resettlement Services (ORR). REP serves refugees, asylees (individuals granted either a political asylum or religious persecution asylum in the United States who are eligible for REP services from the date the asylum was granted), Cuban and Haitian entrants, victims of human trafficking and victims of torture.

A REP Participant is not mandated to meet GAIN requirements, but may receive selected Supportive Services and Specialized Supportive Services. The REP Participant shall be considered a special category of Participants.

- **Payments, Repayments & Overpayments** — Funds are made directly to a Participant and/or a Provider for Supportive Services. Reasonable steps are taken to promptly correct a GAIN/Cal-Learn Supportive Services Overpayment, and

Repayment. These include all cases involving fraud and abuse.

The System's Case Management functionality shall:

2.1.4.1. Include functionality for the initial assessment of a case and assigning a Participant to specific GAIN activities as follows:

2.1.4.1.1. **Assign a Participant to GAIN activities** — allows GSW to assign a Participant to GAIN activities based on the following conditions:

- a) A Participant must be registered in the System and assigned to an active GAIN file.
- b) A Participant has completed or waived OAP, and/or other GAIN activities.

2.1.4.1.2. **Track and display a Participant's hours of participation** — tracks and displays on key screens a Participant's hours of participation according to CalWORKs WtW policy requirements (e.g., single-parent household working thirty-two (32) hours per week, dual-parent household working thirty-five (35) hours per week, or designated as full-time participation).

2.1.4.1.3. **Track and display a Participant's hours of participation in core and non-core activities** — tracks and displays the number of participation hours in core and non-core activities based on User defined requirements.

2.1.4.1.4. **Review and update a Participant's relevant GAIN activity information** — captures, reviews and updates a Participant's information for the following activities:

- a) Component/Activity Selection
- b) Employment, Sanction and Exemption information assigned by LEADER
- c) Completed referral forms
- d) Completed Service Provider progress and attendance reports
- e) Employment plans (refer to Vocational and Career Assessment section for details)
- f) Other information as defined by CalWORKs WtW policy.

2.1.4.1.5. **Prompt GSW for follow-up Component activities** — prompts a GSW for required forms and related Component activities including:

- a) Appointments
- b) Referral forms
- c) Signed GAIN agreements
- d) Component completion data (e.g., date, requested extensions)
- e) Good Cause review date
- f) Supportive Services
- g) Work plan completion date
- h) Other information as defined by CalWORKs WtW policy.

2.1.4.1.6. **Maintain, update and access Service Provider inventory** — includes a Service Provider inventory with detailed profiles of each Service Provider (e.g., name, address, provider type, OES code, supported languages, supervisorial district). In addition, the System allows Users to create, maintain, update and query Service Provider profile information according to User defined selection criteria. The inventory includes the following Provider Service categories:

- a) REP Service Providers
- b) SIP educational institutions and Service Providers
- c) Job Club/Job Search Service Providers
- d) Vocational and Career Assessment Service Providers
- e) Vocational Training educational institutions and Service Providers
- f) Basic Education Service Providers
- g) Work Experience Service Providers
- h) Post-Employment Service Providers
- i) Community Service Providers
- j) Domestic Violence Service Providers
- k) Mental Health Service Providers
- l) Substance Abuse Service Providers
- m) Clinical Assessment Service Providers
- n) Family Preservation Service Providers

- o) Family Reunification Service Providers
- p) Child Care Providers
- q) Cal-Learn Service Providers
- r) Alternative Payment Providers
- s) Learning Disability Service Providers
- t) Expungement Service Providers

2.1.4.1.7. **Display Service Provider selection criteria and generate a list of potential Service Providers** — displays a predetermined set of selection criteria (e.g., OES code, zip code, service, supported languages) according to CalWORKs WtW policy. In addition, the System generates a list of potential Service Providers based on selection criteria.

2.1.4.1.8. **Generate a list of potential Service Providers** — automatically generates a list of potential Service Providers, derived from the Service Provider inventory that meet a Participant's service criteria (e.g., by location, required services, provider type etc.).

2.1.4.1.9. **Generate schedule confirmation notice** — generates a notice, on-demand and/or in Batch Processing that identifies a Participant's scheduled time and location for activities with a Service Provider. The GAIN activities requiring this functionality include those listed below:

- a) Job Club/Job Search
- b) Vocational Training
- c) Vocational & Career Assessment
- d) Basic Education
- e) Work Experience
- f) Post-Employment Services
- g) Community Services
- h) Specialized Supportive Services
- i) Learning Disability

2.1.4.1.10. **Generate referrals and appointment notices with Service Providers** — generates referrals and appointment notices, as appropriate, for GAIN services. The GAIN activities requiring this functionality, include those listed below:

- a) Job Club/Job Search



- b) Vocational and Career Assessment
  - c) Vocational Training
  - d) Basic Education
  - e) Work Experience
  - f) Post-Employment Services
  - g) Community Services
  - h) Specialized Supportive Services
  - i) Learning Disability
- 2.1.4.1.11. **Automatically track, compare and notify Users of multiple time limits** — automatically tracks and compares time limits to activity duration. In addition, the System notifies Users of time limit discrepancies.
- 2.1.4.1.12. **Assign a Participant to assessment services as appropriate** — establishes sub-process assessment processes, independent of other activities as appropriate, based on CalWORKs WtW policy.
- 2.1.4.2. Incorporate an evaluation process of the status of a Participant assigned to GAIN activities as follows:
- 2.1.4.2.1. **Review and reassign a Participant's activities** — allows the GSW to review and reassign the next course of action for a Participant in accordance with CalWORKs WtW policy.
- 2.1.4.2.2. **Update referral status** — allows the GSW to update the status of a Participant referred to a Service Provider for specific GAIN activities (e.g., show, no-show). GAIN activities utilizing this functionality include those listed below:
- a) Job Club/Job Search
  - b) Specialized Supportive Services
    - i. Domestic Violence
    - ii. Family Preservation
    - iii. Clinical Assessment
    - iv. Mental Health
    - v. Substance Abuse
    - vi. Family Reunification
    - vii. Learning Disability
    - viii. Expungement

2.1.4.2.3. **Track and maintain a Participant's employment history** — tracks and maintains a Participant's employment history record.

2.1.4.2.4. **Track and alert GSW of a Participant's status** — tracks a Participant's status in the GAIN activities listed below and alerts the GSW of appropriate next course of action for the Participant (e.g., contact Service Provider regarding a Participant's non-participation, CalWORKs term date was more than twelve (12) months in the past, etc.), as appropriate. GAIN activities utilizing this functionality include those listed below:

- a) Self-Initiated Program
- b) Job Club/Job Search
- c) Vocational and Career Assessment
- d) Vocational Training
- e) Basic Education
- f) Work Experience
- g) Post-Employment Services
- h) Community Services
- i) Specialized Supportive Services
  - i. Domestic Violence
  - ii. Family Preservation
  - iii. Clinical Assessment
  - iv. Mental Health
  - v. Substance Abuse
  - vi. Learning Disability
  - vii. Family Reunification
  - viii. Expungement

2.1.4.2.5. **Automatically generate progress reports** — automatically generates progress reports and sends to the designated recipient (e.g., a Participant or a Service Provider) regarding the GAIN activities listed below:

- a) Self-Initiated Program
- b) Vocational Training
- c) Basic Education
- d) Work Experience

- e) Post-Employment Services
- f) Community Services
- g) Specialized Supportive Services
  - i. Domestic Violence
  - ii. Family Preservation
  - iii. Mental Health
  - iv. Substance Abuse

2.1.4.2.6. **Permit Service Provider System access, updates, tracking and GSW notification** — permits Service Providers access to the System and the ability to input data and track the actions taken by Service Providers. In addition, the System automatically notifies a GSW of any changes to a Participant's record as a result of data entry by the Service Providers. Service Providers may input information regarding a Participant's progress on activities including the following:

- a) Self-Initiated Program
- b) Job Club/Job Search
- c) Vocational Training
- d) Basic Education
- e) Work Experience
- f) Post-Employment Services
- g) Community Services
- h) Specialized Supportive Services
  - i. Domestic Violence
  - ii. Family Preservation
  - iii. Clinical Assessment
  - iv. Mental Health
  - v. Substance Abuse
  - vi. Learning Disability
  - vii. Family Reunification
  - viii. Expungement

2.1.4.2.7. **Store and display GAIN exemption** — Stores and displays GAIN exemptions in a Participant's record, automatically assigned by LEADER, or entered by the GSW, or GAIN Services Supervisor (GSS).

- 2.1.4.2.8. **Access, complete and update a Participant's potential exemption release and exemption status information** — allows a GSW to access and complete information regarding a Participant's potential exemption status according to specified exemption criteria. In addition, the System updates the Participant's record with potential exemption status, transfers data to LEADER for exemption evaluation determination, and notifies an Eligibility Worker (EW) of changes in exemption status.
- 2.1.4.2.9. **Flag voluntary participation of an exempt Participant** — flags a Participant voluntarily participating in GAIN, even though the Participant meets exemption criteria. In addition, the System provides GSW with ability to update the Participant's record from volunteer status to mandatory status.
- 2.1.4.2.10. **Electronically notify EW of changes and/or additions to a Participant's information** — electronically notifies an EW of changes to a Participant's information via the LEADER interface, as appropriate.
- 2.1.4.2.11. **Flag a Participant with special service indicators** — flags a Participant requiring special services (e.g., Supportive Services and Specialized Supportive Services, Cal-Learn).
- 2.1.4.2.12. **Random assignment of records for study groups** — allows the System to randomly assign a Participant that meets pre-determined criteria into control and experimental groups (i.e., MDRC Study and Home Call Visitation Pilot Study).
- 2.1.4.3. Include System functionality for processing Job Club/Job Search services as follows:
  - 2.1.4.3.1. **Assign a Participant to Job Club/Job Search** — provides the ability to assign a Participant to Job Club/Job Search either through random or manual assignment in accordance with CalWORKS WtW policy.
  - 2.1.4.3.2. **Generate and print referral, track Service Provider availability and schedule appointment to Job Club/Job Search** — generates referrals and schedules appointments to Job Club/Job Search Service Provider based on the Service Provider's schedule and availability.

- 2.1.4.3.3. **Update and track Job Club/Job Search participation status** — tracks a Participant's status in Job Club/Job Search and allows Users to input referral results and alerts a GSW of this update.
- 2.1.4.3.4. **Provide automated Job Club/Job Search process and alerts** — automatically alerts a GSW when the Component referral is due and appropriate action needs to be taken.
- 2.1.4.3.5. **Authorize and track Supportive Services Payments** — authorizes and tracks Supportive Services Payments for the duration of the Component activity according to GAIN and CalWORKS WtW policy.
- 2.1.4.4. Include System functionality for Learning Disability, Vocational and Career Assessment processing as follows:
  - 2.1.4.4.1. **Input Learning Disability, Vocational and Career Assessment results** — allows Learning Disability, Vocational/Career assessors to input a Participant's assessment results which are then available to all Users (e.g., Service Providers, GSWs).
  - 2.1.4.4.2. **Provide automated Learning Disability, Vocational Assessment process and alerts** — provides an automated approach to GSW handling of Learning Disability, Vocational Assessment process for a Participant including automatic alerts to GSW.
  - 2.1.4.4.3. **Generate full and partial assessment Service Provider invoice** — automatically generates full and partial assessment invoices for a Service Provider.
  - 2.1.4.4.4. **Initiate third-party assessments** — provides the ability to initiate third-party assessments for Vocational and Career Assessments based on a Participant's dispute of original assessment results.
- 2.1.4.5. Include System functionality for post time limit processing as follows:
  - 2.1.4.5.1. **Track a deregistered GAIN Participant's post time-limit activity** — automatically tracks a time limited Participant who has exhausted his CalWORKs sixty (60) month Time Clock and has not obtained a full time job.

2.1.4.6. Include System functionality for Supportive Services processing as follows:

- 2.1.4.6.1. **Track a Participant's Supportive Services needs** — tracks Supportive Services provided to a Participant including: Child Care, Transportation, and Ancillary Expenses (e.g., books, uniform, and tools). A Participant's eligibility for Supportive Service shall be based on criteria as defined by CalWORKs WtW policy and Child Care regulations.
- 2.1.4.6.2. **Track a Participant's Supportive Services activity and expenses** — tracks a Participant's activity (e.g., Service Provider data, authorization and Payment information, etc.) and expenses (e.g., authorized amount, actual amount) for specific Supportive Services.
- 2.1.4.6.3. **Allow multiple expense authorizations** — allows GSW to generate multiple expense authorizations for a Participant and dependent for Supportive Service needs, according to CalWORKs WtW policy and Child Care regulations.
- 2.1.4.6.4. **Generate, send, receive and maintain Payment and cancellation information** — generates, sends, receives and maintains a Participant's Supportive Services Payment records and cancellation information from Auditor-Controller.
- 2.1.4.6.5. **Authorize and track a non-GAIN Participant's Supportive Services** — authorizes and tracks a non-GAIN Participant's Supportive Services.
- 2.1.4.6.6. **Receive data from Auditor-Controller and/or APP on canceled authorizations and warrants for Supportive Service expenses and alert Users** — receives updated data from Auditor-Controller and/or APP regarding cancelled authorizations and warrants for Supportive Service expenses and alerts the Users of changes. Supportive Services includes:
  - a) Child Care
  - b) Transportation
  - c) Ancillary Expenses
  - d) Cal-Learn Bonuses
- 2.1.4.6.7. **Automatic cancellation of all Supportive Services** — automatically cancels all Supportive Services authorizations based on criteria defined

by CalWORKs WtW policy and Child Care regulations, and alerts Users of service cancellations.

- 2.1.4.6.8. **Automatic case deregistration** — automatically de-registers cases based on criteria defined by CalWORKs WtW policy and Child Care regulations.

2.1.4.7. Process a Participant's Child Care Supportive Services needs as follows:

- 2.1.4.7.1. **Provide Child Care processing workflow alerts** — alerts a GSW of a Participant requesting Child Care to initiate coordination with APPs. In addition, the System notifies APPs of a pertinent Participant's record information and activity (e.g., new referrals initiated by GSW, the Participant assigned to a GAIN activity, the Participant authorized for other Child Care services).
- 2.1.4.7.2. **Support multiple Child Care Providers** — assigns and tracks multiple Child Care Providers on a Participant record (e.g., in-home, licensed, licensed-exempt) according to CalWORKs Child Care regulations.
- 2.1.4.7.3. **Track concurrent time periods and Payments for Child Care services, and notify GSW or APPs** — tracks concurrent time periods and different authorized Payments on a Participant record for Child Care services. In addition, the System notifies a GSW or an APP of multiple time periods and Payments on a Participant record. See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 15 (County Offices and Remote Locations).
- 2.1.4.7.4. **Enable Child Care Provider data collection** — inputs/enters, maintains and accesses information pertaining to specific Child Care Providers.
- 2.1.4.7.5. **Provide Child Care Provider indicators** — maintains and updates a Child Care Provider profile that indicates all Child Care stages (e.g., stage one or stage two).
- 2.1.4.7.6. **Provide performance reports** — displays and prints performance reports based on various parameters (e.g., licensed care, licensed-exempt care, APP, APP ID, Payments), as required by County.

- 2.1.4.7.7. **Automatically generate non-receipt alert and notices for Child Care agreements —** automatically generates a notice to a Participant and alerts a GSW if the required Child Care Provider/Participant agreement form is not returned by the Participant within the time period specified under the Child Care regulations.
- 2.1.4.7.8. **Automatically generate Child Care Notice of Action (NOA) —** automatically notifies a Participant and a Child Care Provider, concurrently, of Child Care services status or changes.
- 2.1.4.7.9. **Verify an authorized Participant's Child Care services —** verifies a Participant is receiving Child Care services and reconciles authorized services provided, as required by County.
- 2.1.4.7.10. **Track Child Care Provider activity —** tracks information about services provided by a Child Care Provider (e.g., time of day services provided, number of hours), according to exempt or licensed status.
- 2.1.4.7.11. **Authorize Child Care Provider services —** authorizes Child Care Providers to care for multiple Participants' children according to Child Care regulations, and Child Care Providers exempt or licensed status.
- 2.1.4.7.12. **Authorize Child Care services independent of Component activity —** authorizes Child Care services for a Participant independent of his participation in a Component activity and case eligibility status (e.g., sanctioned and terminated cash aid) according to CalWORKs Child Care regulations.
- 2.1.4.7.13. **Maintain, update and generate timely notices for Child Care regional market rates —** maintains and updates Child Care regional market rates as established by the state. In addition, the System generates timely notices of regional market rate decreases to an affected Participant and a Child Care Provider.
- 2.1.4.7.14. **Maintain and authorize multiple variable market rates —** maintains and authorizes Child Care Provider's multiple variable market rates (e.g., infant day/evening/weekend rates, child day/evening/weekend rates, etc.). In addition, the System applies variable market rates to a single child.



- 2.1.4.7.15. **Provide consolidated Payment requests** — generates a request to Auditor-Controller for consolidated Payments to a Child Care Provider or a Participant, according to CalWORKs Child Care regulations. Consolidated Payment request processing includes:
- a) **By Participant record** — For example, consolidate an invoice itemizing all children on a Participant record receiving Child Care Supportive Services from a single Child Care Provider.
  - b) **By Service Provider** — For example, consolidate an invoice itemizing all Participants receiving services from a single Service Provider (e.g., LACOE, LAUSD).
  - c) **By intermediary, contracted case management provider** — For example, consolidate an invoice itemizing all Service Providers managed by a single intermediary, contracted case management provider.
- 2.1.4.7.16. **Provide Child Care Payment authorization screens** — designs and develops authorization screens for Child Care authorization Payments for stage one and stage two Child Care that enable different Payment processes to occur (e.g., County authorized Payment and APP authorized Payment processes).
- 2.1.4.7.17. **Generate Child Care invoices for County-authorized Payments** — automatically, at the end of a County authorization period, generates an invoice for Child Care Payments and distributes to the Child Care Provider.
- 2.1.4.7.18. **Match invoice with County-authorized Payment** — provides the ability for Users to validate the invoice against the authorized Payment amount and generates a transaction to the Auditor-Controller system for Child Care Payments based on County parameters.
- 2.1.4.7.19. **Post APP authorized and issued Child Care Payments to the System** — provides the ability for APP to post authorized and issued Payments and cancellation to the System, separately from County posted Payments.

- 2.1.4.7.20. **Flag Child Care Payments** — recognizes and displays Child Care Payments from Auditor-Controller, LEADER and/or APPs.
  - 2.1.4.7.21. **Authorize and track Child Care registration fee Payments** — authorizes and tracks Child Care registration fees to Child Care Providers according to CalWORKs Child Care regulations.
  - 2.1.4.7.22. **Authorize and track Payment of services from different funding sources** — authorizes the Payment of Child Care services from various funding sources (e.g., stage one and stage two Child Care funding) and tracks the funding sources of Child Care Providers according to CalWORKs Child Care regulations.
- 2.1.4.8. Process a Participant's Transportation Supportive Services needs as follows:
- 2.1.4.8.1. **Authorize and track a GAIN Participant's Transportation Supportive Services** — allows a GSW to authorize and tracks a GAIN Participant's Transportation according to CalWORKs WtW policy.
  - 2.1.4.8.2. **Authorize and track a non-GAIN and/or terminated CalWORKs Participant's Transportation Supportive Services** — authorizes and tracks a non-GAIN and/or terminated CalWORKs Participant's Transportation independent of his participation in a GAIN activity according to CalWORKs WtW policy.
  - 2.1.4.8.3. **Authorize, request and track retroactive Transportation Payments** — authorizes and requests Payment from Auditor-Controller and tracks a GAIN, non-GAIN and terminated Participant for retroactive Transportation according to GAIN and CalWORKs WtW policy.
  - 2.1.4.8.4. **Allow multiple Transportation expense authorizations** — allows multiple authorizations for a Participant and dependent for Transportation needs, according to CalWORKs WtW policy.
  - 2.1.4.8.5. **Provide non-traditional/alternative Payment processing** — processes and maintains non-traditional/alternative Transportation Payments (e.g., car pool, taxi vouchers, parking fees).

- 2.1.4.8.6. **Maintain and update Transportation rates** — creates, maintains and updates Transportation rates.
- 2.1.4.8.7. **Maintain Transportation expense authorization levels** — establishes and maintains Transportation expense authorization levels (e.g., GSW, GSS, Deputy Regional Administrator, and Regional Administrator) according to CalWORKs WtW policy.
- 2.1.4.8.8. **Provide expense documentation tracking for alternative Transportation Payments** — records and tracks receipt of required documentation for authorized expenses according to CalWORKs WtW policy.
- 2.1.4.8.9. **Provide expense documentation alert for alternative Transportation Payments** — automatically alerts a GSW and generates a notice to a Participant of overdue receipt or required expense documentation.
- 2.1.4.8.10. **Provide a review/approval process for contracted sites** — automatically notifies County liaisons of review/approval required for Transportation authorizations from contracted staff based on CalWORKs WtW policy.
- 2.1.4.8.11. **Receive data from Auditor-Controller on cancelled authorizations and warrants for Transportation and alert Users** — receives updated data from Auditor-Controller regarding cancelled authorizations and warrants for Transportation and alerts the Users of changes.
- 2.1.4.8.12. **Authorize and track vehicle repair expenses** — authorizes and tracks a GAIN Participant's Payments for vehicle repair expenses, according to CalWORKs WtW policy.
- 2.1.4.8.13. **Provide an automated optimization calculation of Supportive Service expenses for Payment authorization** — performs a calculation to determine the optimal Payment for a Participant's Transportation services, according to CalWORKs WtW policy.
- 2.1.4.8.14. **Modify calculation parameters of Supportive Service expenses** — allows Users to modify the calculation parameters for Transportation service, according to CalWORKs WtW policy.
- 2.1.4.9. Process a Participant's Ancillary Expense needs as follows:

- 2.1.4.9.1. **Authorize and track a GAIN Participant's Ancillary Expenses** — authorizes and tracks a GAIN Participant's Ancillary Expenses according to CalWORKs WtW policy.
- 2.1.4.9.2. **Provide multiple Ancillary Expense authorizations** — provides multiple authorizations for a Participant's Ancillary Expense needs, according to CalWORKs WtW policy.
- 2.1.4.9.3. **Maintain Ancillary Expense authorization levels** — establishes and maintains Ancillary Expense authorization levels (e.g., GSW, GSS, Deputy Regional Administrator, and Regional Administrator), according to CalWORKs WtW policy.
- 2.1.4.9.4. **Authorize and track a non-GAIN Participant's Ancillary Expenses** — authorizes and tracks a non-GAIN Participant's eligibility for Ancillary Expenses independent of his participation in GAIN activities, according to CalWORKs WtW policy.
- 2.1.4.9.5. **Authorize, request and track retroactive Ancillary Expense Payments** — authorizes and requests Payment from Auditor-Controller, and tracks a GAIN, non-GAIN and terminated Participant for retroactive Ancillary Expenses, according to GAIN and CalWORKs WtW policy.
- 2.1.4.9.6. **Receive data from Auditor-Controller on cancelled authorizations and warrants for Ancillary Expenses and alert Users** — receives updated data from Auditor-Controller regarding cancelled authorizations and warrants for Ancillary Expenses and alerts the Users of changes.
- 2.1.4.9.7. **Allow multiple Ancillary Expense authorizations** — allows multiple authorizations for a Participant's Ancillary Expense needs, according to CalWORKs WtW policy including incentive Payments to study group Participants.
- 2.1.4.9.8. **Provide automated Ancillary Expense Notices of Action (NOA)** — automatically generates Ancillary Expense NOAs in threshold languages.
- 2.1.4.9.9. **Track Ancillary Expense documentation** — records and tracks receipt of required documentation for authorized Ancillary Expenses, according to CalWORKs WtW policy.

- 2.1.4.9.10. **Provide Ancillary Expense documentation alert** — automatically alerts a GSW of overdue receipt or required Ancillary Expense documentation and allows a GSW to generate a notice to a Participant.
- 2.1.4.9.11. **Provide a review/approval process for contracted sites** — automatically notifies County liaisons of review/approval required for Ancillary Expense authorizations from contracted staff based on CalWORKs WtW policy.
- 2.1.4.10. Include System functionality for Specialized Supportive Services processing as follows:
  - 2.1.4.10.1. **Assign multiple, concurrent Specialized Supportive Services** — assigns multiple, concurrent Specialized Supportive Services for a Participant, according to CalWORKs WtW policy.
  - 2.1.4.10.2. **Support the confidentiality of Specialized Supportive Services** — keeps the confidentiality of a Participant's identity and type of Supportive Services he is receiving. This applies to all System generated documentation (e.g., invoices, notices). This functionality applies to the following services:
    - a) Domestic Violence Services
    - b) Family Preservation
    - c) Clinical Assessment
    - d) Mental Health Services
    - e) Substance Abuse Services
    - f) Family Reunification
    - g) Learning Disability
    - h) Expungement
  - 2.1.4.10.3. **Generate referrals, track Service Provider availability and schedule appointments with Service Providers** — generates referrals, tracks and schedules appointments for Specialized Supportive Services based on Service Provider suitability and availability. This functionality applies to the following Service Providers:
    - a) Domestic Violence Service Providers
    - b) Family Preservation Service Providers
    - c) Clinical Assessment Service Providers
    - d) Mental Health Service Providers

- e) Substance Abuse Service Providers
  - f) Family Reunification Service Providers
  - g) Learning Disability Service Providers
  - h) Expungement Service Providers
- 2.1.4.10.4. **Generate referrals for multiple Specialized Supportive Services** — generates referrals for a Participant requiring multiple, simultaneous Specialized Supportive Services.
- 2.1.4.10.5. **Maintain, update and track multiple Specialized Supportive Services** — maintains, updates and tracks multiple, simultaneous Specialized Supportive Services and corresponding treatments for a Participant record.
- 2.1.4.10.6. **Initiate third-party assessments** — initiates third-party assessments for Specialized Supportive Services based on a Participant's dispute of assessment results.
- 2.1.4.10.7. **Provide a 'Basis of Referral' indicator** — selects and tracks the basis of a Participant's referral to Specialized Supportive Services.
- 2.1.4.10.8. **Update referral status** — allows a Service Provider to update the status of Specialized Supportive Services referrals (e.g., show, no-show, referred for treatment, denials, outreach initiated) according to CalWORKs WtW policy. This functionality applies the following services:
- a) Domestic Violence Services
  - b) Family Preservation
  - c) Clinical Assessment
  - d) Mental Health Services
  - e) Substance Abuse Services
  - f) Family Reunification
  - g) Learning Disability
  - h) Expungement
- 2.1.4.10.9. **Establish periodic progress reports** — defines due dates of progress reports, for Service Provider to input results of a Participant's progress, and alerts a GSW of receipt and update of progress report, (refer to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 10 (Scanned Notices and Notice of Actions)). This functionality applies to the following services:

- a) Domestic Violence Services
- b) Family Preservation
- c) Mental Health Services
- d) Substance Abuse Services
- e) Family Reunification
- f) Learning Disability
- g) Expungement

2.1.4.10.10. **Track historical records for Specialized Supportive Services** — allows a GSW to track historical records for Specialized Supportive Services received by a Participant.

2.1.4.10.11. **Assign, proceed and track a non-GAIN and/or terminated CalWORKs Participant with Specialized Supportive Services needs** — assigns, processes and tracks a non-GAIN and/or terminated CalWORKs Participant for Specialized Supportive Services. This functionality applies to the following services:

- a) Domestic Violence Services
- b) Family Preservation
- c) Clinical Assessment
- d) Mental Health Services
- e) Substance Abuse Services
- f) Family Reunification
- g) Learning Disability
- h) Expungement

2.1.4.10.12. **Print or mail referrals** — prints referrals on demand, or generates and mails referrals daily through Batch Processing.

2.1.4.11. Process a Participant's Family Preservation and Family Reunification Specialized Supportive Service needs as follows:

2.1.4.11.1. **Assign and track a Participant's Family Preservation and Family Reunification Specialized Supportive Services** — assigns and tracks a Participant's Family Preservation and Family Reunification Services according to CalWORKs WtW policy.

2.1.4.11.2. **Automatically alert GSW of a Participant's Multidisciplinary Case Planning Committee (MCPC) meeting for Family Preservation**

**functionality** — automatically notifies a GSW of a Participant requiring an MCPC meeting, according to CalWORKs WtW policy (e.g., every ninety (90) Days).

2.1.4.11.3. **Integrate calendaring with Family Preservation functionality** — allows a GSW to input MCPC meeting date and automatically updates GSW calendar.

2.1.4.12. Process Payments, Overpayments and Repayments as follows:

2.1.4.12.1. **Maintain Payment information through Auditor-Controller interface** — authorizes and sends Payment information to Auditor-Controller and receives updated Payment information from Auditor-Controller (e.g., warrant number and amount, issuance date, cancellation date, direct deposit, etc.).

2.1.4.12.2. **Provide Payment tracking** — tracks all Payment information including Payment type, payee and other pertinent Payment data.

2.1.4.12.3. **Track and identify Service Providers on direct deposit Payment** — provides the ability to track and identify Service Providers on direct deposit.

2.1.4.12.4. **Generate, send, receive and maintain direct deposit Payment** — generates, sends, receives and maintains Supportive Services direct deposit Payments.

2.1.4.12.5. **Provide online, real-time transaction for immediate needs Payments** — allows Users to authorize and issues immediate needs Payments (e.g., checks, cash, transportation tokens, tickets) to a Participant via an online and real-time transaction.

2.1.4.12.6. **Recognize canceled and replaced warrants** — provides the ability to recognize warrants canceled by Auditor-Controller and issues replacement warrants, when necessary, based on CalWORKs WtW policy.

2.1.4.12.7. **Track invoices** — allows Users to track invoices (paid and unpaid).

2.1.4.12.8. **Provide automated invoice rejection notices** — automatically generates invoice rejection notices.

2.1.4.12.9. **Include a Taxpayer ID field** — includes a field for Service Providers' Taxpayer Identification number.



- 2.1.4.12.10. **Provide an Overpayment and Repayment process** — allows Users to initiate the Overpayment and Repayment process for expenses paid to a Provider, Service Provider and Participant, according to CalWORKs WtW policy and Child Care regulations. This functionality applies to the following services:
  - a) Child Care
  - b) Transportation
  - c) Ancillary Expenses
  - d) Assessment Service Providers
  - e) Learning Disability Service Providers
- 2.1.4.12.11. **Provide Overpayment processing** — supports Overpayments and the reconciliation of all Payment processes (e.g., Transportation, Ancillary Expenses, Child Care and Cal-Learn Bonus), according to CalWORKs WtW policy and Child Care regulations.
- 2.1.4.12.12. **Generate Overpayment notices** — automatically generates Overpayment notices.
- 2.1.4.12.13. **Track a Participant's, Provider's and Service Provider's Payment/Overpayment/Repayment activity** — tracks Payment, Overpayment and Repayment history in detail and summary level.
- 2.1.4.12.14. **Provide Repayment processing** — supports repayments and the reconciliation of all Payment processes (e.g., Transportation, Ancillary Expenses, Child Care and Cal-Learn Bonus), according to CalWORKs WtW policy and Child Care regulations.
- 2.1.4.12.15. **Generate a year-end 1099 file for Auditor-Controller** — automatically generates a year-end 1099 file to the Auditor-Controller for Payments issued in accordance with IRS regulations (e.g., Assessment Providers).

#### 2.1.5. Compliance Business Process Overview and Requirements

The purpose of the GAIN program is to ensure on-going success of a Participant. However, instances occur when a Participant fails or refuses to participate without a good reason. At that time, the GSW will initiate a Compliance process. The Compliance process includes the following steps:

- **Determination of cause** — why is a Participant non-compliant?
- **Compliance planning** — what are the barriers and how can they be eliminated to ensure a Participant's successful completion of the GAIN program?
- **Financial Sanction for a mandatory Participant** — what disincentives can be invoked to encourage a Participant to comply with program requirements?
- **GAIN program exclusions for an exempt voluntary Participant.**

A Participant may be considered non-compliant if he fails or refuses to meet the following GAIN program requirements:

- Enters into a WtW plan
- Participates in a program Component agreed to in the WtW plan
- Provides proof of satisfactory performance in an assigned program activity
- Accepts a job offer or referral
- Retains employment
- Maintains a level of earning for a mandatory working Participant.

The System's Compliance functionality shall:

2.1.5.1. Process Compliance status as follows:

- 2.1.5.1.1. **Provide automatic Compliance** — automatically initiates Compliance process or allows a GSW to initiate Compliance when a Participant fails or refuses to meet program requirements, according to CalWORKs WtW policy.
- 2.1.5.1.2. **Initiate a Compliance transaction to LEADER** — initiates a Compliance transaction to LEADER that schedules a Cause Determination appointment based on CalWORKs WtW policy (e.g., a Participant does not show for OAP).
- 2.1.5.1.3. **Provide Compliance authorization processing and pending Sanction notifications** — sends transactions to LEADER on all Compliance activities affecting a Participant's Sanction.
- 2.1.5.1.4. **Track Sanction types** — tracks and reports a Sanction type (e.g., exclusionary or financial).
- 2.1.5.1.5. **Automatically generate notices according to Sanction duration and parameters** — tracks the Sanction duration and automatically generates notices to a Participant's "Option to Cure Financial Sanction" and transactions to

LEADER at appropriate intervals according to CalWORKs WtW policy.

2.1.5.1.6. **Prevent GAIN Registration during exclusionary Sanction period** — tracks the duration of the exclusionary Sanction and prevents Registration to GAIN during the exclusionary Sanction period.

2.1.5.1.7. **Establish Compliance reasons** — allows a GSW to select from a predetermined list of reasons for a non-compliant Participant (e.g., failure to enroll in training program, failure to attend scheduled appointment, poor performance, and voluntary reduction of work hours).

2.1.5.1.8. **Provide automatic Sanction handling** — accommodates conditions pertaining to a sanctioned Participant records (e.g., automatically generates Compliance record to LEADER when Compliance condition is satisfied).

2.1.5.1.9. **Allow cancellation and denial of Compliance** — allows Users to cancel and deny Compliance processing (e.g., based on CalWORKs WtW policy such as fair hearings, initiated by Users). The System recalculates Sanction instances as appropriate.

2.1.5.2. Perform determination of cause processing as follows:

2.1.5.2.1. **Provide a determination of Good Cause and Good Cause indicator** — allows a GSW to select and flag reasons for Good Cause by a pre-defined indicator as specified by state regulations and CalWORKs WtW policy. The type of indicator may result in excusing or placing a Participant on hold while allowing the ability to provide reminders and notifications appropriate to the case.

2.1.5.2.2. **Provide alternate determination of cause processing** — allows for alternate automated determination of cause processing as required by County (e.g., contracted GSW recommendations for Non-Compliance sanctioning).

2.1.5.2.3. **Initiate Compliance Plan** — initiates the Compliance Plan process, in absence of Good Cause Determination.

2.1.5.3. Process Compliance Plan and Sanction as follows:

- 2.1.5.3.1. **Develop, track and maintain a Compliance Plan** — develops, tracks and maintains a Compliance Plan for a Participant who fails to meet program requirements without Good Cause and includes alerts for a GSW to review (e.g., predetermined number of Days prior to Compliance Plan end dates).
- 2.1.5.3.2. **Provide automatic initiation of Compliance Plan Sanction process** — automatically initiates the Sanction process for failure to comply with Compliance Plan.
- 2.1.5.3.3. **Review, update and notify LEADER of a Participant's Compliance activity** — electronically notifies LEADER to impose Sanction and Compliance information (e.g., Compliance time period).
- 2.1.5.3.4. **Generate Compliance status reports** — generates status reports in both detail and summary level.
- 2.1.5.3.5. **Track a non-compliant Participant in the Home Visit Pilot program** — provides the ability to track a Participant in Non-Compliance to participate in the Home Visit Pilot program.

2.1.6. Appeals Business Process Overview and Requirements

A Participant may request an Appeal when he believes that any program requirement or assignment is in violation of, or inconsistent with, state and federal law and regulations governing the WtW/GAIN program. Grievance is one type of Appeal, which is managed within County. However, it is not uncommon for a Participant to appeal a Grievance decision and escalate the issue to the State and request a State Hearing. A Participant is notified of his right to appeal at specific points during the GAIN program:

- During Orientation and Registration
- Signing of his WtW plan
- Development of amendments to the WtW plan
- Filing a Grievance
- Taking Supportive Services actions
- Making Cause Determinations during the Compliance process.

A Participant is also provided information on a GAIN Participant's Rights and Responsibilities, which outlines the Appeal process. Should the Participant initiate an Appeal, the Appeals and State Hearing (ASH) staff, a DPSS section independent of the GAIN program, represents County at State Hearings.

The System's Appeals process functionality shall:

2.1.6.1. Process a Participant's Grievances as follows:

2.1.6.1.1. **Create, update and track a Participant's Grievances** — allows Users to input a Participant's Grievances and updates as appropriate (e.g., track withdrawal of Appeal).

2.1.6.1.2. **Establish Grievance codes** — allows a GSW to select from a pre-defined set of Grievance codes as defined by CalWORKs WtW policy.

2.1.6.2. Process State Hearing requests as follows:

2.1.6.2.1. **Provide complete case information** — allows authorized ASH staff to retrieve and print all pertinent case information including all NOAs (See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 10 (Scanned Notices and Notice of Actions)).

2.1.6.2.2. **Develop, update and track Appeal information** — tracks a Participant's State Hearing information as determined by ASH.

2.1.6.2.3. **Generate and track Appeals and State Hearing (ASH) notice of compliance** — allows a GSW to track the State's compliance requirements, input State Hearing results and generate a notice of compliance to ASH within a predetermined number of Business Days on receipt of the State Hearing decision.

2.1.6.2.4. **Reinstate case status and indicator** — automatically reinstates a Participant's record on resolution of Appeals or State Hearing in favor of the Participant. The process supports both manual and automatic tracking and handling of required steps (e.g., back-date Components to provide services). In addition, the System includes an indicator of documenting the reason for reinstatement.

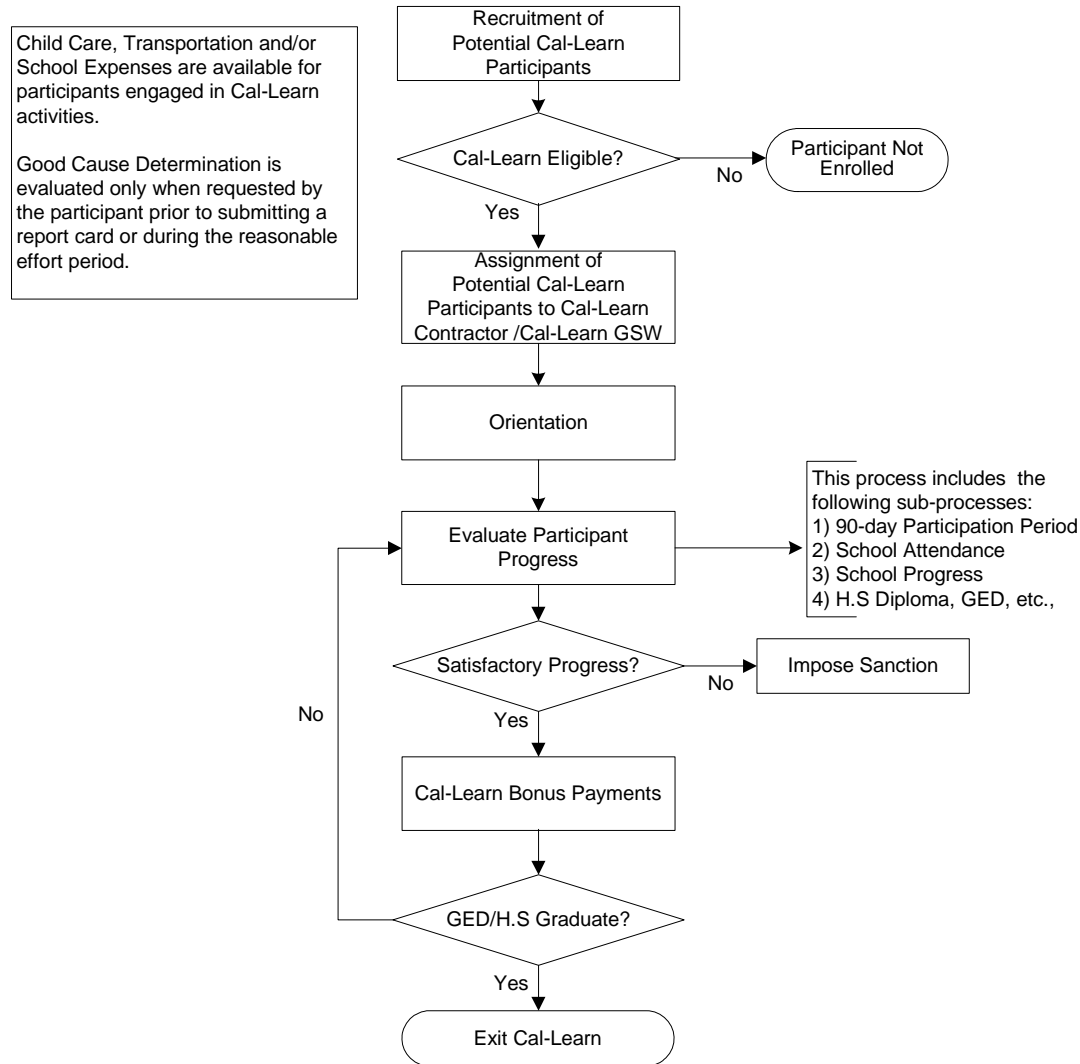
2.1.7. Cal-Learn Business Process Overview and Requirements

A statewide mandatory program for a CalWORKs Participant who is under nineteen (19) years of age, is pregnant or parenting, and has not yet completed her high school education (also known as a Cal-Learn Participant). It includes mandatory high school or equivalency study, with financial incentives for good grades or graduation, and penalties for low grades or failure to submit report cards. The focus of Cal-Learn is to give her the support she needs to complete high school education. Through an agreement between DPSS and Cal-Learn Contractors, the Cal-Learn Participant receives intensive case management and Supportive Services, including Child Care, Transportation and education expenses to

enable her to attend school. The Cal-Learn Participant may continue in the program on a voluntary basis up to age twenty (20).

The following diagram illustrates the Cal-Learn Participant flow.

**Figure 6. Cal-Learn Participant Flow**



The System's Cal-Learn functionality shall:

2.1.7.1. Process a Cal-Learn Participant as follows:

- 2.1.7.1.1. **Create, update and track a Cal-Learn Participant** — includes a Cal-Learn Participant's records and tracks the Cal-Learn Participant's activity in the Cal-Learn program.
- 2.1.7.1.2. **Receive a potential Cal-Learn Participant's record** — receives a potential Cal-Learn Participant's record identified by LEADER.

- 2.1.7.1.3. **Automatically notify Cal-Learn Contractors of potential Cal-Learn eligibility** — automatically notifies a Cal-Learn Contractor of a potentially eligible Cal-Learn Participant.
- 2.1.7.1.4. **Allow a Cal-Learn Contractor to verify, register and notify a Cal-Learn Participant** — allows a Cal-Learn Contractor to verify and register a Cal-Learn Participant. In addition, the System schedules a Cal-Learn Participant's orientation, generates Cal-Learn orientation letter, and automatically generates a notice to the payee when the Cal-Learn Participant is scheduled for a Cal-Learn orientation.
- 2.1.7.1.5. **Intentionally Omitted.**
- 2.1.7.1.6. **Track a Cal-Learn Participant's progress through a Cal-Learn Contractor's workflow** — tracks a Cal-Learn Participant's progress through a Cal-Learn Contractor's workflow (e.g., orientation, home visits, follow-up letters, follow-up telephone calls).
- 2.1.7.1.7. **Generate workflow alerts to a Cal-Learn Contractor and Cal-Learn GSW** — sends alerts to the assigned Cal-Learn Contractor and/or Cal-Learn GSW prompting action (e.g., Sanction recommendations, Cal-Learn notice of participation problem (CL3), Non-Compliance appointment dates, school enrollment information, verifying course progress, school completion, course completion).
- 2.1.7.1.8. **Intentionally Omitted.**
- 2.1.7.1.9. **Provide a Cal-Learn Bonus Payment process** — allows a Cal-Learn GSS to authorize Cal-Learn Bonus Payment according to Cal-Learn policy.
- 2.1.7.1.10. **Allow for the immediate issuance of Cal-Learn Bonus Payments** — allows a Cal-Learn GSW to immediately issue Cal-Learn Bonus Payment to a

Cal-Learn Participant as appropriate (e.g., a Cal-Learn Participant moved, a Cal-Learn Participant completed program) according to Cal-Learn policy.

- 2.1.7.1.11. **Track a Cal-Learn Participant's school performance** — captures, records and modifies a Cal-Learn Participant's report card schedule and results.
- 2.1.7.1.12. **Track a Cal-Learn Participant's history of participation in Cal-Learn program** — automatically recognizes a re-enrolled Cal-Learn Participant and does not require a second Cal-Learn orientation appointment if a Cal-Learn Participant already completed orientation at an earlier date, according to Cal-Learn policy.
- 2.1.7.1.13. **Authorize Supportive Services** — allows a Cal-Learn GSW to authorize Supportive Services such as Child Care, Transportation, Ancillary Expenses and Cal-Learn Bonuses for a Cal-Learn Participant as needed and generates a transaction to Auditor-Controller and/or LEADER regarding the Cal-Learn Participant's Supportive Service requirements.
- 2.1.7.1.14. **Track and respond to deferrals according to Cal-Learn policy** — allows a GSW to record deferral, and a Cal-Learn Contractor to close the corresponding Cal-Learn Component and automatically sends an alert to the Cal-Learn Contractor prior to expiration of deferral, according to Cal-Learn policy.
- 2.1.7.1.15. **Include timeline exemptions** — provides exemptions to the CalWORKs timelines for a Cal-Learn Participant.
- 2.1.7.1.16. **Provide a voluntary Cal-Learn participation process** — allows Cal-Learn Contractors to register a voluntary Cal-Learn Participant.
- 2.1.7.1.17. **Generate a Cal-Learn program requirements notice** — automatically generates a timely Cal-Learn program requirements notice, according to Cal-Learn policy.
- 2.1.7.1.18. **Generate a Cal-Learn report card notice submittal** — generates a Cal-Learn report card notice submittal upon the addition or modification of a report card due date.
- 2.1.7.1.19. **Automatically notify User of a Cal-Learn participation problem** — automatically



generates a Cal-Learn notice of participation problem (e.g., report card not received) on the scheduling of a Compliance appointment.

- 2.1.7.1.20. **Automatically generate a notice of Non-Compliance to a payee** — automatically generates a notice to the payee when a Cal-Learn Participant within the case is in Non-Compliance with Cal-Learn program requirements.

## 2.2. Technical Requirements — Overview

GEARS is fully integrated for Case Management processing. The System shall maintain the centralized database functions while providing accessibility to all Users for data processing of various Case Management services.

The following is an overview of County's technical requirements for the System:

2.2.1. **Environments:** The System shall have four processing environments:

- Development — a processing environment for the programming of the System to be used primarily by programmers. This environment shall include unit testing.
- Test — a test environment able to support multiple testing scenarios, including System testing, User Acceptance Testing (UAT), regression testing and staging (pre-migration to production testing).
- Production — a fully tested and integrated environment accessible by Users that can be used for creating Ad Hoc Reports and analysis reports.
- Training — an environment used to train Users by using samples of production data.

2.2.2. **Historical data maintenance and transfer:** The System shall track actual historical data for an unlimited number of years (1988 to the present) of past activity at detail level (e.g., a Participant's record, GAIN activity, Compliance, Time Clocks, and Appeals), and include an automated data transfer process for archiving.

2.2.3. **Security:** The System shall provide appropriate security capabilities throughout the System. Security measures shall be included within the System design, development tools, integration points of the System, and during the System implementation.

2.2.4. **Reporting:** The System shall provide Ad Hoc Reports, and on-demand reporting capabilities for activity-based and process-oriented reporting.

2.2.5. **Windows interface:** The System shall be compatible with the most current Microsoft Windows operating system. The PC workstations for staff shall be in the latest version of Microsoft Windows (e.g., Windows XP on the client/server using Transmission Control Protocol/Internet Protocol (TCP/IP)). The System's Interfaces shall operate in a Browser Based environment.

- 2.2.6. **LEADER interface:** The System shall interface with LEADER. In addition, the System shall provide alternative processing in instances where LEADER modifications, required by the System, are pending. Refer to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 8 (GEARS Interfaces).
- 2.2.7. **Auditor-Controller interface:** The System shall interface with the Auditor-Controller's new Countywide Accounting and Purchasing System (eCAPS). Refer to Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 8 (GEARS Interfaces).
- 2.2.8. **Alternative Payment Program Agency (APP) interface:** The System shall process and post Child Care Payment files received daily from the APPs.

#### 2.2.9. **General Technical Requirements**

The following are County's general technical requirements:

- 2.2.9.1. Enables real-time data entry, comprehensive real-time editing, real-time file updating and inquiry
- 2.2.9.2. Operates via the Los Angeles County Enterprise Network (LANet/EN)
- 2.2.9.3. Supports approximately 3,500 Users
- 2.2.9.4. Supports, at a minimum, County's processing requirements and volumes. See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 11 (Volumes (Other)), and Technical Exhibit 12 (Archived Data Volumes and Summary)
- 2.2.9.5. Allows ESD staff remote access supported with appropriate security
- 2.2.9.6. Supports County Intranet access with appropriate security
- 2.2.9.7. Allows workstations in a Microsoft Windows environment to access other network and desktop applications while using the System (i.e., toggle)
- 2.2.9.8. Utilizes County Domain Name Systems
- 2.2.9.9. Provides data extracts to the requestor via File Transfer Protocol (FTP) or other media as requested by County, based on User-defined criteria and specifications (e.g., data files, DLT, CD-ROM, DVD)
- 2.2.9.10. Capable of accessing System Data from older backup media
- 2.2.9.11. Provides ESD staff unlimited access to and update/delete/add privileges for the System and all System Data in all environments based on County parameters

- 2.2.9.12. Purges records, based on User-defined criteria, upon County's request
- 2.2.9.13. Provides "print screen" capabilities throughout the System
- 2.2.9.14. Provides the ability for ESD staff to set and adjust System date parameters
- 2.2.9.15. Adapts to extensive use of tables
- 2.2.9.16. Contains table driven fields that appear in a standard format such as a drop-down menu and are written in plain text and easily understood
- 2.2.9.17. Contains User-definable, table driven fields for business processes and sub-processes including the following:
  - a) Case Assignment/Activity
  - b) Orientation and Appraisal
  - c) Case Management
    - i. SIP
    - ii. Job Club/Job Search
    - iii. Supportive Services
    - iv. Specialized Supportive Services
  - d) Compliance
  - e) Appeals process
  - f) Cal-Learn
  - g) Other
- 2.2.9.18. Contains table-driven error messages that appear in a standard format, in a consistent location on each screen, and are written in plain text and easily understood
- 2.2.9.19. Provides date, time stamps and User ID on transactions
- 2.2.9.20. Provides the ability to create and schedule jobs for regular and unattended processing
- 2.2.9.21. Leap year compliant
- 2.2.9.22. Current decade compliant
- 2.2.9.23. 21st century compliant
- 2.2.9.24. Provides the following automated, integrated System Interfaces with County and external agencies' current System Interfaces:
  - a) LEADER: two-way interface and batch file sizes (See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 8 (GEARS Interfaces));

- b) eCAPS: Auditor-Controller, two-way, daily batch file sizes for vendor and Participant Payments (See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 8 (GEARS Interfaces));
- c) ASCII Files in the current GEARS file format: Information and Statistical Services (ISS) Section one-way, weekly and on request, approximately 17GB. These files shall include all converted data and new data entered into the System, and any relevant reference tables;
- d) Alternate Payment Program Agency (APP) interface: two-way, daily; and
- e) County data warehouse: downloads monthly and on request, according to DPSS Specifications

2.2.9.25. Electronically alerts Users of any changes to a Participant's record resulting from updates from a two-way System Interface (e.g., LEADER)

2.2.10. The System shall have User-friendly, online System Data entry and screen navigation capabilities including the following:

- 2.2.10.1. Browser Based client/Graphical User Interface (GUI)
- 2.2.10.2. Pull-down menus to facilitate online System Data entry selection
- 2.2.10.3. Immediate transfer of values from "pop-up" tables to the appropriate field when selected and to proceed to the next entry field
- 2.2.10.4. Validation of System Data at the point of entry based on User-defined rules
- 2.2.10.5. Simple keystrokes for rapid data entry
- 2.2.10.6. Online and batch data entry
- 2.2.10.7. Single entry to update all affected screens, tables and indexes from all business processes and/or sub-processes
- 2.2.10.8. Transaction processing controls and edits
- 2.2.10.9. Automatic triggering of additional screens based on specific workflow processing criteria
- 2.2.10.10. Ability to perform mass record changes or deletions
- 2.2.10.11. Allows Users to update and view System Data online
- 2.2.10.12. Allows Users to flag data entry screens and fields as required and to control cursor navigation
- 2.2.10.13. Ability to maximize the screen usage and/or to minimize vertical scrolling, without horizontal scrolling

2.2.11. The System shall include security controls and measures for protecting information stored and used in the System, and shall include the following:

- 2.2.11.1. Security measures at all points of entry into the System
- 2.2.11.2. Appropriate audit and control features, access control and data retention
- 2.2.11.3. Ability to add and change ESD staff access privileges while maintaining the highest level of security in accordance with County's security requirements
- 2.2.11.4. Ability to use current Windows operating system security
- 2.2.11.5. Defined User access rights (e.g., read, update, and delete) based on different User profiles
- 2.2.11.6. Unique encryption of User ID and password
- 2.2.11.7. Field-level security
- 2.2.11.8. Screen-level security
- 2.2.11.9. Unique visual indication (e.g., grayed out) for indicating fields and screens that cannot be modified by Users, based on User security profile
- 2.2.11.10. Ability to suppress password characters when entered
- 2.2.11.11. Ability to track and log all transactions by User ID
- 2.2.11.12. Ability to prompt Users to change their password after a County defined specific period
- 2.2.11.13. Ability to prevent re-using password after a specific number of times established by County
- 2.2.11.14. Ability to prevent Users from logging on to multiple terminals simultaneously using the same User ID
- 2.2.11.15. Ability to detect and log unauthorized access attempts, with ability for ESD staff to access log
- 2.2.11.16. Ability to prevent User sign-on after a specific number of denied access requests
- 2.2.11.17. Ability to display message and alert Users after a specific number of unauthorized access requests
- 2.2.11.18. Ability to provide security for remote User access
- 2.2.11.19. Ability to terminate User access
- 2.2.11.20. Ability to automatically log-off Users for non-activity after a specific "time-out" limit
- 2.2.11.21. Ability to meet County's network and central processing security requirements

#### 2.2.12. Production Reporting and Ad Hoc Reports Requirements

The System shall include production reporting and Ad Hoc Reports functionality that provides timely, accurate and reliable information to executive management, management and other designated Users. The System currently includes reporting functionality that can readily produce both Ad Hoc Reports and routine management reports without requiring significant customization.

The System reporting features shall:

- 2.2.12.1. Provide Ad Hoc Reports capabilities for all environments, including development, testing, production, reporting and training
- 2.2.12.2. Provide real-time Ad Hoc Reports capabilities for all ESD staff in all System environments
- 2.2.12.3. Provide the ability to generate routine reports in a prescribed format (refer to County's Diligence Materials/ Diligence Library for sample report formats)
- 2.2.12.4. Provide the ability to generate reports based on User-defined topics
- 2.2.12.5. Provide the ability to create summary reports or online reports with User's requested information
- 2.2.12.6. Develop, execute and maintain System generated reports based on User-defined criteria and specifications
- 2.2.12.7. Include capabilities to view components of summary reports
- 2.2.12.8. Support automated or User-defined generation of activity or inactivity reports
- 2.2.12.9. Provide "print preview" capabilities for Ad Hoc Reports, indicating the length of the report and other pertinent printing information
- 2.2.12.10. Provide the ability to route report output to any network printer
- 2.2.12.11. Provide the ability to define a local default printer for both workstation and User ID
- 2.2.12.12. Create, update and print location-specific Ad Hoc Reports and production reports and print those reports to the appropriate location
- 2.2.12.13. Provide the ability to create reports and save the structure so that the report can be generated in the future on a scheduled or requested basis
- 2.2.12.14. Provide the ability to develop, generate and save statistical reports

- 2.2.12.15. Provide the ability to track transactions and generate a System transaction report, according to County's Specifications
  - 2.2.12.16. Provide the ability to define key fields for rapid searching and reporting
  - 2.2.12.17. Provide the ability to search for multiple or any combination of items in a single search
  - 2.2.12.18. Provide the ability to automatically route large reports to "central" high-speed/high-volume printers
  - 2.2.12.19. Provide the ability to perform regular on-going fine-tuning of the database to provide ESD staff with efficient access and retrieval of requested information within the specified Performance Standards (See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart))
- 2.2.13. The System's data control and integrity features shall provide the ability to manage critical information and ensure the accuracy of the information including the following:
- 2.2.13.1. The ability to create and queue jobs for unattended processing
  - 2.2.13.2. The ability to restart System throughout the Batch Processing procedure without re-starting the entire batch process from the beginning
  - 2.2.13.3. The ability to restart processing that provides features to ensure data integrity
  - 2.2.13.4. Efficient backup and recovery processes that minimize System Downtime
  - 2.2.13.5. The ability to conduct incremental System backups
  - 2.2.13.6. The ability to select specific System components for backup, as opposed to a complete disk image
  - 2.2.13.7. The ability to maintain a history of software changes and allow for the "roll-back" to prior versions through the use of industry standard version control software

## **Exhibit C — Intentionally Omitted**



## **EXHIBIT D - PRICING AND INVOICING REQUIREMENTS**

<b>GEARS System</b>
<b>Proposer Name: Electronic Data Systems Corporation (EDS)</b>

<b>Service/Description</b>	<b>Firm Fixed Price Years 1 - 7</b>	<b>Firm Fixed Price Optional Year 8</b>	<b>Firm Fixed Price Optional Year 9</b>
A - Project Management	\$1,661,600	\$228,800	\$228,800
B - System and Data Center Services - (System Transition) Months 1 - 3	\$717,569		
C.1.0.b - System Maintenance and Operational Support - Month 4 to 7 Years and Optional Yrs. 8-9	\$42,668,100	\$6,767,547	\$6,767,547
C.1.0.c - Additional Services	\$5,130,000	\$855,000	\$855,000
C.2.0 - Modifications and/or Enhancements - Month 4 to 7 Years and Optional Yrs. 8-9	\$5,964,300	\$1,008,000	\$1,008,000
C.3.0 - Professional Services - (Pool Dollars)	\$1,050,000	\$200,000	\$200,000
D - Intentionally Omitted			
E - Intentionally Omitted			
<b>Total Price for Years 1-7 and Optional Years 8-9</b>	<b>\$57,191,569</b>	<b>\$9,059,347</b>	<b>\$9,059,347</b>

<b>GEARS System</b>										
<b>Proposer Name: Electronic Data Systems Corporation (EDS)</b>										

Service/Description	Year 1		Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Firm Fixed Price Years 1-7	Optional Year 8	Optional Year 9
A. Project Management	\$288,800		\$228,800	\$228,800	\$228,800	\$228,800	\$228,800	\$228,800	\$1,661,600	\$228,800	\$228,800
B. System and Data Center Services - (System Transition) Months 1 - 3	\$717,569								\$717,569		
C.1.0.b System Maintenance and Operational Support Month 4 to 7 Years and Optional Years 8 and 9		\$4,740,900	\$6,321,200	\$6,321,200	\$6,321,200	\$6,321,200	\$6,321,200	\$6,321,200	\$42,668,100	\$6,767,547	\$6,767,547
C.1.0.c Additional Services		\$0	\$855,000	\$855,000	\$855,000	\$855,000	\$855,000	\$855,000	\$5,130,000	\$855,000	\$855,000
C.2.0 Modifications and/or Enhancements Month 4 to 7 Years and Optional Years 8 and 9		\$445,500	\$594,000	\$950,400	\$950,400	\$1,008,000	\$1,008,000	\$1,008,000	\$5,964,300	\$1,008,000	\$1,008,000
C.3.0 Professional Services - (Pool Dollars)		\$0	\$100,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,050,000	\$200,000	\$200,000
D. Intentionally Omitted											
E. Intentionally Omitted											
<b>Total</b>	<b>\$717,569</b>	<b>\$5,475,200</b>	<b>\$8,099,000</b>	<b>\$8,505,400</b>	<b>\$8,555,400</b>	<b>\$8,613,000</b>	<b>\$8,613,000</b>	<b>\$8,613,000</b>	<b>\$57,191,569</b>	<b>\$9,059,347</b>	<b>\$9,059,347</b>

**NOTE:**

Postage will be handled as a pass-through actual cost paid in arrears, in a separate invoice, to Contractor and will not accrue against Maximum Contract Sum.

**GEARS System**

Proposer Name: Electronic Data Systems Corporation (EDS)

		Firm Fixed Price									
A.	Project Management	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Firm Fixed Price Years 1-7	Optional Year 8	Optional Year 9
	A.1.0 - Project Management Services	\$228,800	\$228,800	\$228,800	\$228,800	\$228,800	\$228,800	\$228,800	<b>\$1,601,600</b>	\$228,800	\$228,800
	A.1.1.a - Intentionally Omitted	N/A									
	A.1.1.b - Intentionally Omitted	N/A									
	A.1.2 - Intentionally Omitted	N/A									
	A.1.3 - Intentionally Omitted	N/A									
	A.1.4 - Quality Control Plan (QCP)	\$25,000									
	A.1.5 - Operational Security Plan	\$25,000									
	A.1.6 - Complaints of County Plan	\$10,000									
	<b>TOTAL</b>	<b>\$288,800</b>	<b>\$228,800</b>	<b>\$228,800</b>	<b>\$228,800</b>	<b>\$228,800</b>	<b>\$228,800</b>	<b>\$228,800</b>	<b>\$1,661,600</b>	<b>\$228,800</b>	<b>\$228,800</b>

<b>GEARS System</b>
<b>Proposer Name: Electronic Data Systems Corporation (EDS)</b>

	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7		
<b>A. Project Management</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Person</b>	<b>Hourly Rate</b>	<b>Annual Price</b>
Project Manager	1	\$110	\$228,800	1	\$110	\$228,800	1	\$110	\$228,800	1	\$110	\$228,800	1	\$110	\$228,800	1	\$110	\$228,800	1	\$110	\$228,800
<b>Total</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>

	Optional Year 8			Optional Year 9		
<b>A. Project Management</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>
Project Manager	1	\$110	\$228,800	1	\$110	\$228,800
<b>Total</b>	<b>1</b>		<b>\$228,800</b>	<b>1</b>		<b>\$228,800</b>

**GEARS System****Proposer Name: Electronic Data Systems Corporation (EDS)**

<b>B.</b>	<b>System and Data Center Services</b>	
	<b>Deliverable</b>	<b>Firm Fixed Price 3 Months</b>
	B.1.0 - Detailed Transition (Entrance) Plan	\$9,568.00
	B.2.0.a - Site Preparation Plan for the Data Center	\$9,568.00
	B.2.0.b - Data Center, System Hardware and System Software Certification	\$9,568.00
	B.2.0.c - Provide and Install all System Hardware	\$95,675.00
	B.2.0.d - Provide and Install all System Software	\$95,675.00
	B.3.0.a - Project Office and Mail Management Facility Plan	\$0.00
	B.3.0.b - Project Office and Mail Management Facility Lease and Acceptance	\$0.00
	B.4.0 - Help Desk Technical Support Plan	\$0.00
	B.5.0 - Disaster Recovery Plan and Back-up Site Installation	\$382,701.00
	B.6.0 - <b>Intentionally Omitted</b>	<b>N/A</b>
	B.7.0 - <b>Intentionally Omitted</b>	<b>N/A</b>
	B.8.0 - <b>Intentionally Omitted</b>	<b>N/A</b>

**GEARS System****Proposer Name: Electronic Data Systems Corporation (EDS)**

<b>B.</b>	<b>System and Data Center Services</b>	
	<b>Deliverable</b>	<b>Firm Fixed Price 3 Months</b>
	B.9.1.a - System Test Plan	\$9,568.00
	B.9.1.b - Conduct System Test	\$47,838.00
	B.9.2.a - <b>Intentionally Omitted</b>	<b>N/A</b>
	B.9.2.b - System Test Final Results Report	\$9,568.00
	B.10.1 - UAT Plan	\$9,568.00
	B.10.2.a - Conduct UAT	\$28,704.00
	B.10.2.b - <b>Intentionally Omitted</b>	<b>N/A</b>
	B.10.2.c - UAT Final Results Report	\$9,568.00
	B.11.0.a - Turnover/Transition (Exit) Plan	\$0.00
	B.11.0.b - Final Turnover/Transition (Exit) Plan	\$0.00
	B.11.0.c - Execute System Turnover/Transition Operation with County Designee	\$0.00
	<b>Total</b>	<b>\$717,569</b>

**GEARS System****Proposer Name: Electronic Data Systems Corporation (EDS)**

<b>C.1.0</b>	<b>System Maintenance and Operational Support</b>	<b>Firm Fixed Price</b>									
	<b>Description of System Maintenance and Operational Services</b>	<b>Year 1- (9 months)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Firm Fixed Price Years 1-7</b>	<b>Optional Year 8</b>	<b>Optional Year 9</b>
C.1.0.a	System Maintenance and Operational Support Plan	\$0									
C.1.0.b	System Maintenance and Operational Support										
# 1	Transactions of 7.75 Million	\$2,169,144	\$2,892,192	\$2,892,192	\$2,892,192	\$2,892,192	\$2,892,192	\$2,892,192	<b>\$19,522,296</b>	\$3,338,539	\$3,338,539
# 2	GEARS Web	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 3	LEADER Recon	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 4	Data Warehouse	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 5	TelNet User IDs - 5,000 Users	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 6	Hardware	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 7	Operational Support	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1	Included in # 1		Included in # 1	Included in # 1
# 8	Help Desk Support (Technical and User Support)	\$245,944	\$327,925	\$327,925	\$327,925	\$327,925	\$327,925	\$327,925	<b>\$2,213,494</b>	\$327,925	\$327,925
# 9	Software	\$580,973	\$774,630	\$774,630	\$774,630	\$774,630	\$774,630	\$774,630	<b>\$5,228,753</b>	\$774,630	\$774,630
# 10	Corrective & Emergency Maintenance	\$574,502	\$766,003	\$766,003	\$766,003	\$766,003	\$766,003	\$766,003	<b>\$5,170,520</b>	\$766,003	\$766,003
# 11	Preventive Maintenance	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10		Included in # 10	Included in # 10
# 12	Adaptive Maintenance	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10		Included in # 10	Included in # 10
# 13	Perfective Maintenance	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10		Included in # 10	Included in # 10
# 14	Release Packaging	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10		Included in # 10	Included in # 10
# 15	Documentation	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10	Included in # 10		Included in # 10	Included in # 10
# 16	Mail Management Services	\$287,234	\$382,978	\$382,978	\$382,978	\$382,978	\$382,978	\$382,978	<b>\$2,585,102</b>	\$382,978	\$382,978
# 17	Print Line - 25 Million	Included in # 16	Included in # 16	Included in # 16	Included in # 16	Included in # 16	Included in # 16	Included in # 16		Included in # 16	Included in # 16
# 18	Web Reporting Services	\$134,765	\$179,686	\$179,686	\$179,686	\$179,686	\$179,686	\$179,686	<b>\$1,212,881</b>	\$179,686	\$179,686
# 19	Infrastructure Changes/Hosting/Network	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18		Included in # 18	Included in # 18
# 20	Infrastructure Changes Back-up Network	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18		Included in # 18	Included in # 18
# 21	Infrastructure Changes/DR/Network/Storage	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18	Included in # 18		Included in # 18	Included in # 18
# 22	2 Gateway/Network Management	\$11,390	\$15,187	\$15,187	\$15,187	\$15,187	\$15,187	\$15,187	<b>\$102,512</b>	\$15,187	\$15,187
# 23	24 Month Report Retention	\$22,500	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	<b>\$202,500</b>	\$30,000	\$30,000
# 24	Modifications and/or Enhancements of 700 Hrs included in M/O	\$714,449	\$952,599	\$952,599	\$952,599	\$952,599	\$952,599	\$952,599	<b>\$6,430,043</b>	\$952,599	\$952,599
	<b>Total of System Maintenance and Operational Support</b>	<b>\$4,740,900</b>	<b>\$6,321,200</b>	<b>\$6,321,200</b>	<b>\$6,321,200</b>	<b>\$6,321,200</b>	<b>\$6,321,200</b>	<b>\$6,321,200</b>	<b>\$42,668,100</b>	<b>\$6,767,547</b>	<b>\$6,767,547</b>



<b>GEARS System</b>
<b>Proposer Name: Electronic Data Systems Corporation (EDS)</b>

	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7		
<b>C.1.0 System Maintenance and Operational Support</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>
Maintenance and Operations Leader	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920
Information Analyst (GEARS SME)	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$105	\$218,400	1	\$105	\$218,400	1	\$105	\$218,400
Information Specialist (GEARS SME)	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$105	\$218,400	1	\$105	\$218,400	1	\$105	\$218,400
Database Administrator (ADABAS)	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$99	\$205,920	1	\$105	\$218,400	1	\$105	\$218,400	1	\$105	\$218,400
<b>Total</b>	<b>4</b>		<b>\$823,680</b>	<b>4</b>		<b>\$823,680</b>	<b>4</b>		<b>\$823,680</b>	<b>4</b>		<b>\$823,680</b>	<b>4</b>		<b>\$861,120</b>	<b>4</b>		<b>\$861,120</b>	<b>4</b>		<b>\$861,120</b>

	Optional Year 8			Optional Year 9		
<b>C.1.0 System Maintenance and Operational Support</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>	<b># of Persons</b>	<b>Hourly Rate</b>	<b>Annual Price</b>
Maintenance and Operations Leader	1	\$99	\$205,920	1	\$99	\$205,920
Information Analyst (GEARS SME)	1	\$105	\$218,400	1	\$105	\$218,400
Information Specialist (GEARS SME)	1	\$105	\$218,400	1	\$105	\$218,400
Database Administrator (ADABAS)	1	\$105	\$218,400	1	\$105	\$218,400
<b>Total</b>	<b>4</b>		<b>\$861,120</b>	<b>4</b>		<b>\$861,120</b>

**GEARS System****Proposer Name: Electronic Data Systems Corporation (EDS)**

C.1.0.c	Additional Services	Blended Fixed Hourly Rate									
	Description of Additional Services	Year 1- (9 Months)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Firm Fixed Price Years 1-7	Optional Year 8	Optional Year 9
	<b>Additional Services</b> Transactions <sup>1</sup> in excess of 7.75M @ \$.035/Txn Telnet User IDs <sup>2</sup> in excess of 5000 @ \$10/User Print Lines <sup>3</sup> in excess of 25M @ \$15,000/month	\$0	\$855,000	\$855,000	\$855,000	\$855,000	\$855,000	\$855,000	\$5,130,000	\$855,000	\$855,000
	<b>MaximumTotal of Additional Services</b>	<b>\$0</b>	<b>\$855,000</b>	<b>\$855,000</b>	<b>\$855,000</b>	<b>\$855,000</b>	<b>\$855,000</b>	<b>\$855,000</b>	<b>\$5,130,000</b>	<b>\$855,000</b>	<b>\$855,000</b>

**Capped Production Volumes**

Footnote1: Transactions	Fixed rate of Three and One-half Cents (\$0.035) per Transaction applies to Transactions in excess of seven million seven hundred fifty thousand (7,750,000).
Footnote2: Telnet User IDs	Fixed rate of Ten Dollars (\$10) per month applies to Telnet User IDs in excess of five thousand (5,000) per month.
Footnote3: Print Lines	Fixed fee of Fifteen Thousand Dollars (\$15,000) per month applies to print lines in excess of twenty-five million (25,000,000) per month.

**GEARS System****Proposer Name: Electronic Data Systems Corporation (EDS)**

C.2.0	Modifications and/or Enhancements	Blended Fixed Hourly Rate									
	Description of Modifications and/or Enhancements	Year 1- (9 Months)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Firm Fixed Price Years 1-7	Optional Year 8	Optional Year 9
	System Modifications and/or Enhancements up to 500 Hrs for Year 1 and Year 2, and up to 800 Hrs. for Year 3 through Year 7, and Optional Years 8 and 9	\$99	\$99	\$99	\$99	\$105	\$105	\$105		\$105	\$105
	<b>MaximumTotal of Modifications and/or Enhancements</b>	<b>\$445,500</b>	<b>\$594,000</b>	<b>\$950,400</b>	<b>\$950,400</b>	<b>\$1,008,000</b>	<b>\$1,008,000</b>	<b>\$1,008,000</b>	<b>\$5,964,300</b>	<b>\$1,008,000</b>	<b>\$1,008,000</b>

## GEARS System

Proposer Name: Electronic Data Systems Corporation (EDS)

C.3.0	Professional Services	Maximum Firm Fixed Price *									
	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Firm Fixed Price Years 1-7	Optional Year 8	Optional Year 9
	Professional Services - (Pool Dollars)	\$0	\$100,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,050,000	\$200,000	\$200,000
	<b>Total</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$1,050,000</b>	<b>\$200,000</b>	<b>\$200,000</b>

\* Maximum Firm Fixed Price based on Blended Fixed Hourly Rate of \$99 for Years 1 - 4 and \$105 for Years 5 - 7 and Optional Years 8 and 9.

<b>GEARS System</b>
<b>Proposer Name: Electronic Data Systems Corporation (EDS)</b>

<b>D.</b>	<b>Intentionally Omitted</b>
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GEARS System
Proposer Name: Electronic Data Systems Corporation (EDS)

E.	Intentionally Omitted
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## TOTAL FIXED PRICE AND INVOICING SCHEDULE

## GEARS System

A.	PROJECT MANAGEMENT	FIRM FIXED PRICE	INVOICE AMOUNT	INVOICE TYPE	INVOICE FREQUENCY
A.1.0	Project Management Services			No Withhold	Monthly Invoice
A.1.1.a	Intentionally Omitted				
A.1.1.b	Intentionally Omitted				
A.1.2	Intentionally Omitted				
A.1.3	Intentionally Omitted				
A.1.4	Quality Control Plan (QCP)			No Withhold	Fixed Payment
A.1.5	Operational Security Plan			No Withhold	Fixed Payment
A.1.6	Complaints of County Plan			No Withhold	Fixed Payment
<b>Totals</b>					

## TOTAL FIXED PRICE AND INVOICING SCHEDULE

## GEARS System

B.	SYSTEM AND DATA CENTER SERVICES	FIRM FIXED PRICE	INVOICE AMOUNT	INVOICE TYPE	INVOICE FREQUENCY
B.1.0	Detailed Transition (Entrance) Plan			No Withhold	Fixed Payment
B.2.0.a	Site Preparation Plan for the Data Center			No Withhold	Fixed Payment
B.2.0.b	Data Center, System Hardware and System Software Certification			Certification Letter	N/A
B.2.0.c	Provide and Install all System Hardware			No Withhold	Fixed Payment
B.2.0.d	Provide and Install all System Software			No Withhold	Fixed Payment
B.3.0.a	Project Office and Mail Management Facility Plan			No Withhold	Fixed Payment
B.3.0.b	Project Office and Mail Management Facility Lease and Acceptance			No Withhold	Fixed Payment
B.4.0	Help Desk Technical Support Plan			No Withhold	Fixed Payment
B.5.0	Disaster Recovery Plan and Back-up Site Installation			No Withhold	Fixed Payment
B.6.0	Intentionally Omitted				
B.7.0	Intentionally Omitted				



## TOTAL FIXED PRICE AND INVOICING SCHEDULE

## GEARS System

B.	SYSTEM AND DATA CENTER SERVICES	FIRM FIXED PRICE	INVOICE AMOUNT	INVOICE TYPE	INVOICE FREQUENCY
B.8.0	Intentionally Omitted				
B.9.1.a	System Test Plan			No Withhold	Fixed Payment
B.9.1.b	Conduct System Test			No Withhold	Fixed Payment
B.9.2.a	Intentionally Omitted				
B.9.2.b	System Test Final Results Report			No Withhold	Fixed Payment
B.10.1	UAT Plan			No Withhold	Fixed Payment
B.10.2.a	Conduct UAT			No Withhold	Fixed Payment
B.10.2.b	Intentionally Omitted				
B.10.2.c	UAT Final Results Report			No Withhold	Fixed Payment
B.11.0.a	Turnover/Transition (Exit) Plan			No Withhold	Fixed Payment
B.11.0.b	Final Turnover/Transition (Exit) Plan			No Withhold	Fixed Payment
B.11.0.c	Execute System Turnover/Transition Operation with County Designee			No Withhold	Fixed Payment
<b>Totals</b>					

## TOTAL FIXED PRICE AND INVOICING SCHEDULE

<b>GEARS System</b>
---------------------

C.	SYSTEM MAINTENANCE AND OPERATIONAL SUPPORT	FIRM FIXED PRICE	INVOICE AMOUNT	INVOICE TYPE	INVOICE FREQUENCY
C.1.0.a	System Maintenance and Operational Support Plan			No Withhold	Fixed Payment
C.1.0.b	System Maintenance and Operational Support			No Withhold	Monthly Invoice
C.1.0.c	Additional Services			No Withhold	Monthly Invoice
C.2.0	Modifications and/or Enhancements			No Withhold	Monthly Invoice
C.3.0	Professional Services			No Withhold	Upon Contractor completion and County Acceptance
<b>Totals</b>					

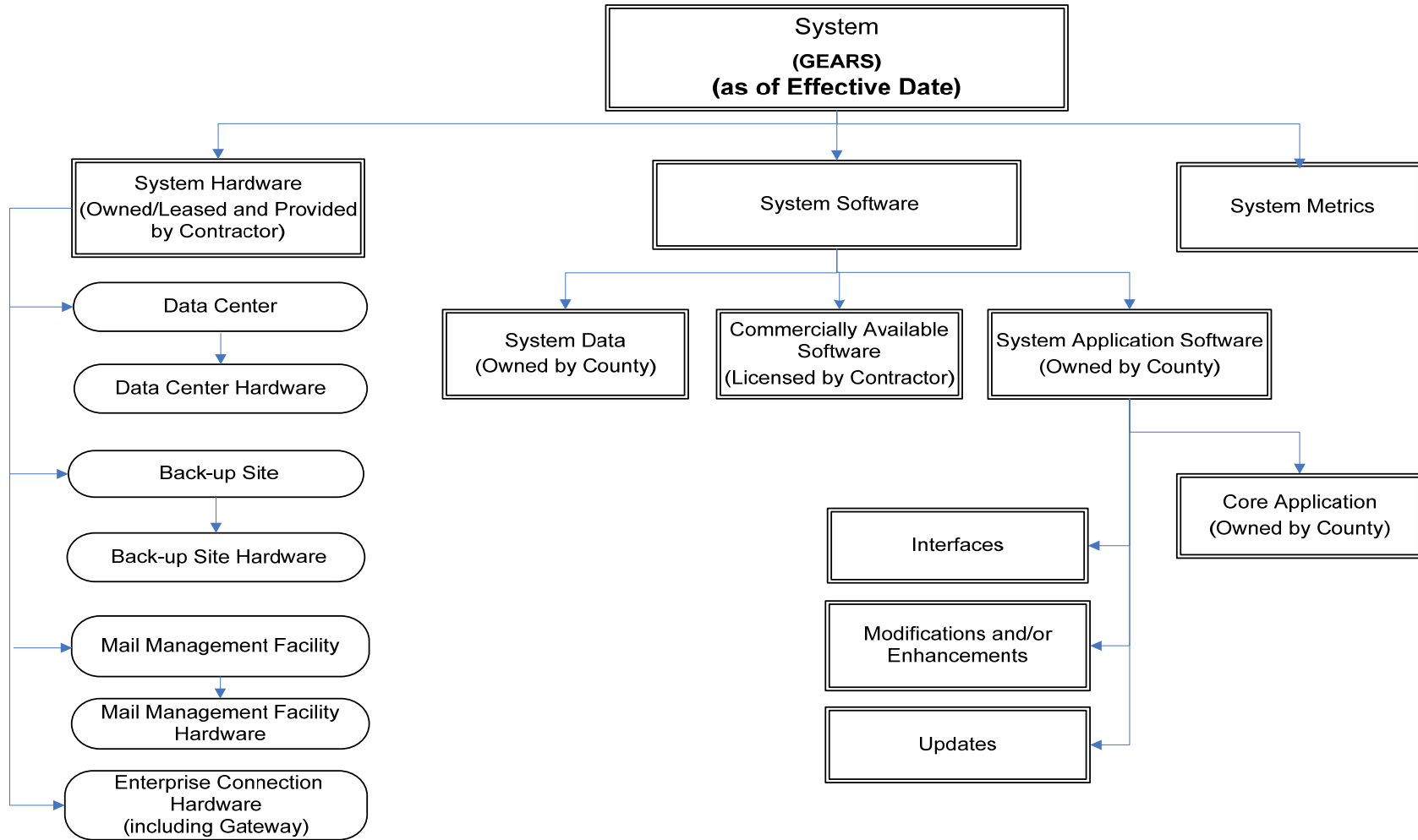
GEARS System	
D.	INTENTIONALLY OMITTED

GEARS System	
E.	INTENTIONALLY OMITTED

## Exhibit D.3—Task Deliverable Acceptance Certificate

(Contractor Name and Address)		TRANSMITTAL DATE
<b>TASK DELIVERABLE ACCEPTANCE CERTIFICATE</b>		CONTRACT NUMBER
		TITLE
<b>FROM:</b>  <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <b>Contractor Project Director</b> (Signature Required)	<b>TO:</b>  County Project Director Department of Public Social Services	
<b>Contractor hereby certifies to County that as of the date of this Task Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverable set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverable and County's approval of the work performed in connection with the achievement of such Task. Contractor further represents and warrants that the work performed in respect of such Tasks and Deliverable has been completed in accordance with Exhibit A (Statement of Work (SOW) and Technical Exhibits). County's approval and signature constitutes Acceptance of the Tasks and Deliverables listed below.</b>		
<b>TASK DESCRIPTION</b> (including Task and Subtask numbers as set forth in the Statement of Work)	<b>DELIVERABLE</b> (including Deliverable numbers as set forth in the Statement of Work)	
<b>Comments:</b>		
<b>Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work (SOW) and Technical Exhibits), including any additional documentation reasonably requested by County.</b>		
<b>County Acceptance:</b>  NAME _____ SIGNATURE _____ DATE _____ County Project Director NAME _____ SIGNATURE _____ DATE _____ County Project Manager		

## Exhibit E – System Layout



## Exhibit F—Contractor's Equal Employment Opportunity (EEO) Certification

Electronic Data Systems Corporation (EDS)  
Company Name

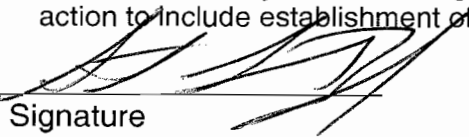
2633 Camino Ramon; Suite 500, San Ramon, California 94583  
Address

75-2548221 / 75-2714824  
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

  
Signature

06/17/08  
Date

Stuart L. Bailey  
EDS Vice President, State and Local Government  
Name and Title of Signer (please print)

EEO CERTIFICATION

## **Exhibit G — County's Administration**

CONTRACT NO. \_\_\_\_\_

### **COUNTY PROJECT DIRECTOR:**

Name: Susan Bosquit  
Title: ISM I  
Address: County of Los Angeles, Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Telephone: (626) 312-6001  
Facsimile: (626) 927-9650  
E-Mail Address: [susanbosquit@dpss.lacounty.gov](mailto:susanbosquit@dpss.lacounty.gov)

### **COUNTY PROJECT MANAGER:**

Name: Dorothy Avila  
Title: ISS I In-Charge  
Address: County of Los Angeles, Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Telephone: (626) 312-6004  
Facsimile: (626) 927-9650  
E-Mail Address: [dorothyavila@dpss.lacounty.gov](mailto:dorothyavila@dpss.lacounty.gov)

### **COUNTY CONTRACT PROJECT MONITOR:**

Name: Kathy Gomez  
Title: HSA I  
Address: County of Los Angeles, Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue, Suite 132  
El Monte, CA 91731  
Telephone: (626) 312-6005 or (562) 623-2061  
Facsimile: (626) 927-9650  
E-mail Address: [kathygomez@dpss.lacounty.gov](mailto:kathygomez@dpss.lacounty.gov)



## **Exhibit H — Contractor's Administration**

**CONTRACTOR'S NAME:** Electronic Data Systems Corporation (EDS)

**CONTRACT NO:**

**CONTRACTOR'S PROJECT MANAGER:**

Name: Rob Mucha  
Title: Account Manager  
Address: Electronic Data Systems Corporation (EDS)  
181 W. Huntington Drive, Suite 101, Monrovia CA 91016  
Telephone: 626-305-2025  
Facsimile: 626-358-0346  
E-Mail Address: [rob.mucha@eds.com](mailto:rob.mucha@eds.com)

**Notices to Contractor shall be sent to the following:**

Name: Rob Mucha  
Title: Account Manager  
Address: Electronic Data Systems Corporation (EDS)  
181 W. Huntington Drive, Suite 101, Monrovia CA 91016  
Telephone: 626-305-2025  
Facsimile: 626-358-0346  
E-Mail Address: [rob.mucha@eds.com](mailto:rob.mucha@eds.com)

## **Exhibit I — Forms Required at the Time of Agreement Execution**

## **Exhibit I.1 —Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

CONTRACTOR NAME Electronic Data Systems Corporation (EDS) County Contract No. \_\_\_\_\_

### **GENERAL INFORMATION:**

The contractor referenced above ("Contractor") has entered into a contract with the County of Los Angeles ("County") to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors and independent contractors ("Contractor's Staff") that will provide services under the above-referenced contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other compensation, including benefits, payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County by virtue of their performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor understands that if Contractor and Contractor's Staff are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information in accordance with the terms and conditions of the above-referenced contract. Consequently, Contractor must sign this confidentiality agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor hereby agrees that to the extent required pursuant to the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10., Contractor will (a) not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County, and (b) forward all requests for the release of any such data or information received to County Project Manager.

In accordance with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10, Contractor agrees: (i) to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and/or Contractor's Staff under the above-referenced contract; (ii) to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information; and (iii) that if proprietary information supplied by other County vendors is provided to Contractor and/or Contractor's Staff during their employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor agrees to report to County Project Manager any and all violations of this agreement by Contractor and/or Contractor's Staff and/or by any other person of whom Contractor and/or Contractor's Staff become aware.

Contractor acknowledges that violation of this agreement may subject Contractor to civil and/or criminal action and that the County may seek all possible legal redress.

### **COPYRIGHT ASSIGNMENT AGREEMENT:**

Contractor agrees to the ownership rights set forth in the above-referenced contract, including but not limited to Paragraph 11.

**Exhibit I.1 cont.—Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement**

In this connection, Contractor hereby assigns and transfers to the County in perpetuity for all purposes all their right, title, and interest in and to those items owned by County as set forth in the above-referenced contract, including but not limited to Paragraph 11. Consistent with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 11, whenever requested by the County, Contractor agrees to promptly: (i) execute and deliver to County all papers, instruments, and other documents requested by the County; and (ii) perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in and to those items owned by the County as set forth in the above-referenced contract, including but not limited to Paragraph 11, in a form substantially similar to Exhibit M, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in and to those items owned by the County as set forth in the above-referenced contract, including but not limited to Paragraph 11, in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to such items.

Contractor acknowledges that violation of this agreement may subject Contractor to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE:



DATE: 06/11/08

PRINTED NAME: Stuart L. Bailey

POSITION: Vice President, State and Local Government Health Services West

## **Exhibit I.2—Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_

County Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

### **GENERAL INFORMATION:**

Your employer referenced above ("Contractor") has entered into a contract with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement. Upon your request and at any time prior to your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement, Contractor will readily provide you with a copy of the relevant portions of the above-referenced contract for your review.

### **EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other compensation, including benefits, payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under the above-referenced contract and/or any other contract (whether now existing or in the future) with the County.

### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information in accordance with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that to the extent required pursuant to the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10, I (a) will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County, and (b) agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

In accordance with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10, I agree: (i) to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract; (ii) to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information; and (iii) that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of work under the above-referenced contract, the termination of the above-referenced contract, or termination of my employment with my employer, whichever occurs first.

**Exhibit I.2 cont. —Contractor Employee Acknowledgment, Confidentiality, and Copyright  
Assignment Agreement**

COPYRIGHT ASSIGNMENT AGREEMENT:

I have entered into a written employment agreement with Contractor, which provides in part that: (i) I have assigned to Contractor, its successors and assigns, my entire right, title and interest in and to patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations created or developed during my employment which relate in any way to Contractor's business (excluding intellectual property developed entirely on my own time without using Contractor's equipment, supplies, facilities or confidential information, and which neither relate to Contractor's business, nor result from any work performed by or for Contractor); (ii) Contractor may, pursuant to the above-referenced contract, including but not limited to Paragraph 11, assign such patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations to County, its successors and assigns; and (iii) these provisions of said written employment agreement survive my termination of employment with Contractor.

The County shall have the right to register all copyrights in and to those items owned by the County as set forth in the above-referenced contract, including but not limited to Paragraph 11, in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to such items.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

### **Exhibit I.3—Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ County Contract No. \_\_\_\_\_

Subcontractor/Non-Employee Name \_\_\_\_\_

#### **GENERAL INFORMATION:**

The contractor referenced above ("Contractor") has entered into a contract with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement. Upon your request and at any time prior to your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement, Contractor will readily provide you (herein "Subcontractor/Non-Employee") with whom Contractor has a contractual arrangement, and, as applicable, Subcontractor/Non-Employee with whom Contractor has a contractual arrangement will provide you, with a copy of the relevant portions of the above-referenced contract for your review.

#### **NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor has exclusive control for purposes of the above-referenced contract. I understand and agree that: (i) if I am a Subcontractor (as such term is defined in the above-referenced contract) or have an agreement with Contractor to perform work under the above-referenced contract, I must rely exclusively upon the Contractor for payment of all amounts payable to me, in accordance with the agreement with the Contractor, for my performance of work under the above-referenced contract; and (ii) if I am an employee of a Subcontractor (as such term is defined in the above-referenced contract) or an entity that has an agreement with Contractor to perform work under the above-reference contract, I must rely exclusively upon my employer (and not Contractor or County) for payment of salary and any and all other compensation, including benefits, payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under the above-referenced contract and/or any future contract with the County.

#### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information in accordance with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**Exhibit I.3 cont. —Contractor Non-Employee Acknowledgment, Confidentiality,  
and Copyright Assignment Agreement**

I hereby agree that to the extent required pursuant to the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10, I (a) will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the Contractor and the County, and (b) agree to forward all requests for the release of any data or information received by me to the Contractor.

In accordance with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 10, I agree (i) to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract; (ii) to protect these confidential materials against disclosure to other than the Contractor or County employees who have a need to know the information; and (iii) that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the Contractor upon completion of work under the above-referenced contract, the termination of the above-referenced contract, or termination of my services hereunder, whichever occurs first.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree to the ownership rights set forth in the above-referenced contract, including but not limited to Paragraph 11. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all those items owned by County as set forth in the above-referenced contract, including but not limited to Paragraph 11. Consistent with the terms and conditions of the above-referenced contract, including but not limited to Paragraph 11, whenever requested by the County, I agree to promptly: (i) execute and deliver to County all papers, instruments, and other documents requested by the County; and (ii) perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in and to those items owned by the County as set forth in the above-referenced contract, including but not limited to Paragraph 11, in a form substantially similar to Exhibit L, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in and to those items owned by the County as set forth in the above-referenced contract, including but not limited to Paragraph 11, in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to such items.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

ENTITY NAME: \_\_\_\_\_  
(IF APPLICABLE)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**Exhibit J — Subcontract Between Contractor and  
Subcontractor**

**Attached by Reference**

## **EXHIBIT K - GLOSSARY**

<b>A</b>	
<b>Acceptance</b>	County's written approval of any Tasks, Subtasks, Deliverables, goods, Services and other work, including Acceptance Tests, provided by Contractor to County, as further set forth in Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.2 (Approval of Work).
<b>Acceptance Test</b>	A test performed by County within the mutually agreed upon timeframe to determine whether a system or software component is working according to the Specifications.
<b>Access Control Facility (ACF2)</b>	Software which provides a network ID (EDSNET), and password to authenticate a user into the network and CICS regions and applications.
<b>ACF2</b>	See <i>Access Control Facility</i> .
<b>ActiveX Data Objects (ADO)</b>	A high-level data access object model introduced by Microsoft in 1996.
<b>ADABAS</b>	See <i>Adaptable DAtaBAsE System</i> .
<b>Adaptable DAtaBAsE System (ADABAS)</b>	Software AG's advanced database management system.
<b>Additional Services</b>	Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.7.1 (Additional Services).
<b>Ad Hoc Report(s)</b>	A report for the specific purpose, case, or situation at hand and for no other.
<b>ADM</b>	See <i>Application Development Methodology</i> .
<b>ADO</b>	See <i>ActiveX Data Objects</i> .
<b>Advance Help Desk (AHD)</b>	Software used to create statistical reports for type of call received at Help Desk.
<b>AFDC</b>	See <i>Aid to Families with Dependent Children</i> .
<b>After School Enrichment Program</b>	A program designed to serve children in the first through sixth grades in schools identified as having the highest percentage of CalWORKs children. The program is administered through separate contracts with the Los Angeles County Office of Education (LACOE) and with the Los Angeles Unified School District (LAUSD). In addition to providing health, social, recreational and cultural services, the program includes an education component. Service to non-Welfare-to-Work (WtW) California Work Opportunities and Responsibility to Kids (CalWORKs) children is paid through the contracts to LACOE and LAUSD. Service to WtW CalWORKs children is paid through the established Child Care program.
<b>Age Discrimination Act of 1975</b>	An Act which is found at 42 U.S.C. Sections 6101 – 6107.

<b>Agreement</b>	This Base Agreement, along with all Exhibits, as executed between County and Contractor, setting forth all of the terms and conditions of the Parties.
<b>AHD</b>	See <i>Advance Help Desk</i> .
<b>Aid To Families With Dependent Children (AFDC)</b>	Predecessor to TANF and CalWORKs.
<b>Alternative Payment Program Agency (APP)</b>	An agency that handles payment for Child Care services. DPSS has contracts with thirteen (13) APPs.
<b>Amendment</b>	Document which changes the terms and conditions of this Agreement pursuant to Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments).
<b>American National Standards Institute Structured Query Language (ANSI SQL)</b>	A standardized query language for requesting information from a database approved by the <i>American National Standards Institute</i> .
<b>Americans with Disabilities Act of 1990</b>	An Act which is found at 42 U.S.C. Section 12101 et seq.
<b>Ancillary Expense(s)</b>	Payments issued to a Participant to cover the cost of items necessary for a Participant to participate in WtW activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.
<b>ANSI SQL</b>	See <i>American National Standards Institute Structured Query Language</i> .
<b>API</b>	See <i>Application Programming Interface</i> .
<b>APP</b>	See <i>Alternative Payment Program Agency</i> .
<b>Appeals</b>	The process of a Participant requesting the State to review the Participant's case and the services he was deemed not eligible for from County. See <i>Grievance, State Hearings</i> .
<b>Appeals and State Hearings (ASH)</b>	A section within the Specialized Services Division of the Bureau of Health, Adult & Specialized Services within DPSS.
<b>Application Development Methodology (ADM)</b>	A component-based development paradigm that enables programmers to develop and share business logic across a variety of applications. ADM provides a standard, consistent way of developing and maintaining information systems. It provides uniform terminology and expectations for all project participants.
<b>Application Programming Interface (API)</b>	A set of calling conventions that defines how a service is invoked through software. An API enables programs written by Users or Third Parties to communicate with certain vendor supplied software.

<b>Appointment Type</b>	A field within the System that defines the type of appointment for which Participant has been scheduled. For example, Orientation and Appraisal (OAP) appointment, review Participant's progress in Job Club (JCL), etc.
<b>ARF</b>	See <i>Automatic Report Facility</i> .
<b>ASH</b>	See <i>Appeals and State Hearings</i> .
<b>ASM</b>	See <i>Vocational and Career Assessment</i> .
<b>Asynchronous Transfer Mode (ATM)</b>	A dedicated connection switching technology that organizes digital data into fifty-three (53) byte cell units and transmits them over a physical medium using digital signal technology.
<b>ATM</b>	See <i>Asynchronous Transfer Mode</i> .
<b>Automated Message Boards</b>	An automated message boards and District Office Kiosks throughout GAIN Regional Offices and CalWORKs District Offices. County may require that future technology solutions, including GEARS, have the ability to send data directly to the message boards and kiosks.
<b>Automated Warrant Inquiry System (AWINS)</b>	The billing system that the GEARS interfaces with to print checks for any related expenses. This functionality is included in LEADER.
<b>Automatic Report Facility (ARF)</b>	Facility that is used by mainframe operators to get alerted of job completeness and/or lateness.
<b>AWINS</b>	See <i>Automated Warrant Inquiry System</i> .
<b>B</b>	
<b>Back-up Site</b>	Contractor's alternate data processing facility, approved by County, located in an environmentally stable and mutually agreed upon location within the forty-eight (48) contiguous United States and at least twenty (20) miles away from the Data Center. It shall contain the large-scale computing devices used to store the System Data in the various processing environments, as well as to support Users and the System.
<b>Back-up Site Hardware</b>	Includes mainframe devices, servers, production hardware, development hardware, testing hardware, reporting hardware and training hardware located at the Back-up Site. Reference to the Back-up Site Hardware may include one or more components thereof or all Back-up Site Hardware in the System.
<b>BAS</b>	See <i>Bureau of Administrative Services</i> .
<b>Base Agreement</b>	The Agreement document without Exhibits.
<b>Basic Education</b>	An activity provided to a GAIN Participant, including reading, writing, arithmetic, high school diploma or equivalency achievement, and English as a Second Language (ESL).

<b>Basis of Referral</b>	A field used to define the reason why a Participant has been referred to a Service Provider for a particular service (e.g., visible signs of domestic violence, etc.).
<b>Batch Processing</b>	The process which occurs after System shut down, usually at night when all daily transactions are accumulated and processed in sequence and updated to the database. This includes payment files and System Interfaces.
<b>BCTS</b>	See <i>Bureau of Contract and Technical Services</i> .
<b>Blended Fixed Hourly Rate</b>	The arithmetic mean of hourly rates of all resources that provide Services for Exhibit A (Statement of Work (SOW) and Technical Exhibits), Section 4.0 (Tasks and Deliverables), Subsection C (System Maintenance and Operational Support), Task C.2.0 (Modifications and/or Enhancements) and Task C.3.0 (Professional Services).
<b>Board of Supervisors</b>	The governing body of the County of Los Angeles.
<b>Browser Based</b>	<p>A solution that utilizes County's preferred browsers as the only component installed on the User's computer. This browser may access reporting components that reside on the application server or on the database server to provide the full and total reporting functionality of the reporting solution. County's preferred products for browsers are Microsoft Explorer Web browser 6.0 or higher and Netscape Web browser 8.0 or higher.</p> <p>The use of client side plug-ins and Java runtime environments presents development problems for Web sites or servers with large user bases. Java applets are time consuming to download, may not function correctly and frequently require IT help for tuning and troubleshooting.</p> <p>County prefers to utilize a Microsoft Internet Explorer or a Netscape browser with no client side plug-ins and Java runtime applets to avoid these problems.</p>
<b>Bureau of Administrative Services (BAS)</b>	A bureau within DPSS that manages the administrative aspects of DPSS such as finance, human resources, general services and contract services. BAS is comprised of the Human Resources Division, General Services Division & Financial Management Division and Contract Services Division.
<b>Bureau of Contract and Technical Services (BCTS)</b>	A bureau within DPSS that manages contracts and technical aspects of DPSS. BCTS is comprised of Information Technology Division (ITD), Eligibility Systems Division (ESD), and Information and Statistical Services (ISS) Section.
<b>Bureau of Workforce Services (BWS)</b>	A bureau within DPSS that manages the line operations including District Offices and GAIN Regional Office.
<b>Business Day(s)</b>	Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding County Holidays.

<b>BWS</b>	See <i>Bureau of Workforce Services</i> .
<b>C</b>	
<b>California Code</b>	California law consists of twenty-nine (29) codes, covering various subject areas, the State Constitution and Statutes. Detailed information on the California Codes in effect is found at the website below:  <a href="http://www.leginfo.ca.gov/calaw.html">http://www.leginfo.ca.gov/calaw.html</a>
<b>California Work Opportunities and Responsibility To Kids (CalWORKs)</b>	The California welfare program which was implemented January 1, 1998 in County. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below state maximum limits for their family size. This program consists of two general services, eligibility and WtW. As a result of the CalWORKs WtW legislation, County developed a program that is called the Greater Avenues for Independence (GAIN).
<b>CalJOBS</b>	California's Internet system for linking employer job listings and job seeker resumes. Detailed information is found at the website below: <a href="http://www.caljobs.ca.gov">www.caljobs.ca.gov</a>
<b>Cal-Learn</b>	A statewide mandatory program for a CalWORKs Participant who is under nineteen (19) years of age, is pregnant or parenting, and has not yet completed her high school education (also known as a Cal-Learn Participant). It includes mandatory high school or equivalency study, with financial incentives for good grades or graduation, and penalties for low grades or failure to submit report cards. The focus of Cal-Learn is to give her the support she needs to complete high school education. Through an agreement between DPSS and Cal-Learn Contractors, the Cal-Learn Participant receives intensive case management and Supportive Services, including Child Care, Transportation and education expenses to enable her to attend school. The Cal-Learn Participant may continue in the program on a voluntary basis up to age twenty (20).
<b>Cal-Learn Bonus</b>	A bonus for which a Cal-Learn Participant is eligible if she has maintained and demonstrated high school grades that meet the program requirements.
<b>Cal-Learn Contractor</b>	Contracted staff providing Case Management services for Cal-Learn Participants.
<b>CalWORKs</b>	See <i>California Work Opportunities and Responsibility to Kids</i> .

<b>Case Assignment</b>	The process of assigning a CalWORKs Participant to the appropriate GAIN Regional Offices or contractor's offices, using information received from LEADER. This process includes assigning the Participant based on primary language, location and service needs to a GAIN Services Worker (GSW), setting an appointment time and date, and issuing an appraisal appointment letter.
<b>Case Management</b>	The process of managing Supportive Services and Specialized Supportive Services and activities provided to a Participant so he can find employment expediently and achieve economic self-sufficiency prior to the culmination of his five (5) year lifetime limit to public monetary aid (i.e., federal funding program entitled Temporary Aid to Needy Families (TANF)). Case Management is by far the largest business process within the System and encompasses several complex sub-processes. See Exhibit B (Statement of Requirements (SOR)), Subsection 2.1.4 (Case Management Business Process Overview and Requirements) for a more detailed description of sub-processes in Case Management.
<b>Case Management System</b>	A system for managing the services and activities provided to a Participant so that he can find employment expediently, and achieve economic self-sufficiency, prior to the termination of his five (5) year lifetime entitlement to public monetary aid (i.e., Federal funding program entitled Temporary Aid to Needy Families (TANF)).
<b>Cause Determination</b>	The process of identifying the reason for a Participant not complying with program requirements.
<b>CBE</b>	See <i>Community Business Enterprise</i> .
<b>CDR</b>	See <i>Contract Discrepancy Report</i> .
<b>CEO</b>	See <i>Chief Executive Office</i> .
<b>CFPN</b>	See <i>Community Family Preservation Network</i> .



<b>Change Management</b>	<p>A set of management disciplines and best practices used to ensure a smooth transition and minimal disruption when system or process changes are introduced in an organization. In a traditional software development context, the term “change management” is sometimes used to refer to software version control or configuration management. In a broader business context, however, the term applies to the activities necessary to introduce change of all types to an organization. These include not only development activities, but also broader concerns such as process re-engineering and the impact of change on people, including:</p> <ul style="list-style-type: none"> <li>• Ensuring that employee communication and needs are met;</li> <li>• Reassuring people concerning the career impact the change (both for those whose jobs have changed, and for those who will be forced into new jobs inside or outside of the organization); and</li> <li>• Persuading key stakeholders to accept and embrace the change.</li> </ul>
<b>Change Notice</b>	A notice that contains a change pursuant to this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.15 (Change Notices and Amendments).
<b>Chief Executive Office (CEO)</b>	The executive body which oversees the County budget and reports directly to the Board of Supervisors.
<b>Child Care</b>	<p>The objective of the CalWORKs Child Care program is to ensure that CalWORKs children are provided Child Care while their parents/caretakers, who are not exempt from WtW requirements, continue to participate in their WtW activities. CalWORKs parents can choose licensed or license-exempt Child Care Providers. In the County, Child Care referral services are provided through multiple Alternative Payment Program (APP) and Resource and Referral (R&amp;R) agencies, and Child Care Payments are made directly to Child Care Providers. Under certain circumstances, County may be required to provide Child Care services to a specific WtW Participant who is working and is no longer aided. A Participant who is working and is no longer aided may be able to receive Child Care assistance for up to twenty-four (24) months from the date his cash aid is terminated.</p>
<b>CICS</b>	See <i>Customer Information Control System</i> .
<b>CIN</b>	See <i>Client Index Number</i> .
<b>CL3</b>	Non-compliance Notice of Action sent to Cal-Learn Participants.
<b>CLA</b>	See <i>Clinical Assessment</i> .

<b>Client Index Number (CIN)</b>	A unique identifier generated by the statewide client index system.
<b>Clinical Assessment (CLA, 001)</b>	Services offered to a Participant with a potential mental health and/or substance abuse problem.
<b>CMM</b>	See <i>Configuration Management Software</i> .
<b>Commercial-off-the-Shelf (COTS)</b>	Descriptive term for software that can be purchased from an external supplier, as opposed to that which is developed within the enterprise.
<b>Commercially Available Software</b>	All operating software, utilities software, middleware, and other Third Party or commercial off-the-shelf software.
<b>Common Object Request Broker Architecture (CORBA)</b>	An Object Management Group (OMG) interoperability standard for object-oriented applications communicating over heterogeneous networks.
<b>Community Business Enterprise (CBE)</b>	A County program that affords minority, women, disadvantaged and disabled veteran business enterprises the opportunity to participate in County's contracting and procurement programs. The program is managed by the Office of Affirmative Action Compliance.
<b>Community Family Preservation Network (CFPN)</b>	A group of private and public service providers who network to ensure the provision of family preservation services within a specified Family Preservation Program (FPP) service area.
<b>Community Services (CSC)</b>	A work assignment in which a Participant receives experience in a public or private nonprofit organization. A Participant can also be assigned to education/training that is required or relevant to the specific services placement or is cited in the assessment results.
<b>Compiler</b>	A device which translates a computer program from one language into another, catching any errors in syntax along the way. Most commonly, one translates some high level language, such as C++ or COBOL, into optimized machine language. This form of compilation puts programs into a form that computers can understand without any translation, thus speeding them up.
<b>Compliance</b>	A process initiated when a Participant fails or refuses to participate without a good reason. The purpose of the Compliance process is to address participation problems, determine the Participant's cause and resolve them so the Participant can resume participation.
<b>Compliance Plan</b>	A plan developed for a Participant failing to comply with his CalWORKs WtW contract, which outlines the steps needed for the Participant to meet the program requirements and remain an active Participant.
<b>Component(s)</b>	The term used to refer to Participant's GAIN activities.

<b>Conciliation</b>	The term formerly used by DPSS to describe the compliance process. See also <i>Compliance</i> .
<b>Concurrent Versions System (CVS)</b>	A widely used version control system for software development or data archival.
<b>Configuration Management Software (CMM)</b>	Software that centrally manages monitors and reports network changes.
<b>Con-nect</b>	A natural-based module of the System that serves as the primary calendaring process and enables Users to manage Participants' appointments.
<b>Contractor</b>	The sole proprietor or business entity that has entered into this Agreement with County to perform, execute, and ensure the Work covered by this Agreement.
<b>Contract Discrepancy Report (CDR)</b>	A document which is used by County to report an Agreement discrepancy(ies).
<b>Contractor Hearing Board</b>	Name of the Board which oversees the debarment hearing.
<b>Contractor Project Manager</b>	The individual designated by Contractor to manage System operations, oversee the day-to-day activities and ensure that the Project objectives are met under this Agreement.
<b>Contractor Vice President – State and Local Government Health and Human Services</b>	Contractor's staff who is designated in Project administration and dispute resolution procedures.
<b>Contractor Vice President – State and Local Government Health Services West</b>	Contractor's staff who is designated in Project administration and dispute resolution procedures.
<b>CORBA</b>	See <i>Common Object Request Broker Architecture</i> .
<b>Core Application</b>	GEARS application software including GEARS Web Application Software and any related documentation for operation of the System.
<b>COTS</b>	See <i>Commercial-off-the-Shelf</i> .
<b>County</b>	Los Angeles County.
<b>County Code</b>	A compilation of County ordinances of a general nature which have been codified, chaptered and indexed. Detailed information on all County Codes is found at the website below:  <a href="http://ordlink.com/codes/lacounty/index.htm">http://ordlink.com/codes/lacounty/index.htm</a>
<b>County Holiday(s)</b>	New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

<b>County Indemnitees</b>	County, its special districts, its officials, elected and appointed officers, employees, its agents and the State of California.
<b>County Project Director</b>	County representative responsible for oversight of the Project.
<b>County Project Manager</b>	County representative responsible for monitoring the Project's day-to-day activities.
<b>Critical Jobs</b>	A collection of Daily production jobs of the Batch Processing cycle flow that is required to be completed before System uptime of the next Business Day. See Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 16 (Cycle Flow).
<b>CSC</b>	See <i>Community Services</i> .
<b>Customer Information Control System (CICS)</b>	An IBM-licensed program that enables transactions entered at remote terminals to be processed concurrently by several different applications. CICS provides a common terminology and a set of programming commands that allow programmers to develop consistent user interfaces regardless of the type of terminal being used.
<b>CVS</b>	See <i>Concurrent Versions System</i> .
<b>D</b>	
<b>DASD</b>	See <i>Direct Access Storage Device</i> .
<b>Data Center</b>	Located within the forty-eight (48) contiguous United States wherein Contractor establishes a location to house and operate the System for a period specified in this Agreement. It shall contain the large-scale computing devices used to store the System Data in the various processing environments, as well as to support Users and the System.
<b>Data Center Hardware</b>	All mainframe devices, servers, production hardware, development hardware, testing hardware, reporting hardware and training hardware located at the Data Center. Reference to the Data Center Hardware may include one or more components thereof or all Data Center Hardware in the System.
<b>Data Definition Model (DDM)</b>	Data dictionary, which supports all ADABAS databases and file descriptions, contained within them.
<b>Database Management System (DBMS)</b>	A collection of programs that provides ability to store, modify, and extract information from a database.
<b>Day(s)</b>	Calendar Day(s).
<b>DBMS</b>	See <i>Database Management System</i> .
<b>DCFS</b>	See <i>Department of Children &amp; Family Services</i> .
<b>DCOM</b>	See <i>Distributed Component Object Model</i> .

<b>DCSS</b>	See <i>Department of Community and Senior Services</i> .
<b>DDM</b>	See <i>Data Definition Model</i> .
<b>Deficiency(ies)</b>	Any (a) malfunction, error, or defect in the design, development, or implementation of the Work, (b) any error or omission, or (c) any other malfunction, which results in the System or any part thereof, not performing in accordance with the Specifications.
<b>Deliverable(s)</b>	Services provided or to be provided by Contractor under this Agreement, including numbered Deliverable as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits).
<b>Demand Occupation List</b>	A list of high demand occupations within a given region (e.g., Los Angeles County).
<b>Department of Children &amp; Family Services (DCFS)</b>	The department within County that provides, through a variety of services, a comprehensive child protection system of prevention, preservation, and permanency to ensure that children grow up safe, physically and emotionally healthy, educated and in permanent homes.
<b>Department of Community and Senior Services (DCSS)</b>	The department within County that offers the following social services and programs: Adult Protective Services, Area Agency on Aging, Community Action Agency, Dispute Resolution, Domestic Violence, Workforce Investment Act, Refugee Program, Service Centers.
<b>Department of Public Social Services (DPSS)</b>	The department within County that manages social service programs including CalWORKs, GAIN, General Relief, Food Stamps and Medi-Cal.
<b>Diligence Materials/Diligence Library</b>	Relevant documentation and other GEARS related materials, which are available to Proposers of the GEARS Request for Proposals for review. The Diligence Materials/Diligence Library is located in the DPSS Portal. <a href="http://dpss.lacounty.gov/dpss/contracts/default.cfm">http://dpss.lacounty.gov/dpss/contracts/default.cfm</a>
<b>Direct Access Storage Device (DASD)</b>	Generic nomenclature for a storage peripheral that can respond directly to random requests for information. The term usually denotes a disk drive.

<b>Disabling Device</b>	Any device, method, or means including the use of any “virus,” “lockup,” “time bomb,” “spyware,” “key lock,” “worm,” device or program, or disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, the System to County or any User or which could alter, destroy, or inhibit the use of the System, or any component thereto, or the data contained therein.
<b>Disaster Recovery Plan</b>	The contingency management plan that describes the methods and procedures to be used by Contractor and County in order to safeguard and restore Data Center operations, in the event of a disaster.
<b>Distributed Component Object Model (DCOM)</b>	Microsoft’s Component Object Model (COM) distributed via a remote procedure “call.”
<b>District Offices Kiosks (Kiosks)</b>	Interactive computers that will reside in GAIN Regional Offices and District Offices displaying pertinent information for CalWORKs Participants to access.
<b>District Offices</b>	DPSS facilities which provide public assistance services and benefits to needy individuals and families.
<b>DLL</b>	See <i>Dynamic Link Library</i> .
<b>Domestic Violence Services (DVS, 002)</b>	Special family violence services intended to ensure a CalWORKs applicant or Participant and their children who are past or present victims of abuse are not placed at further risk or unfairly penalized by CalWORKs requirements and procedures.
<b>Downtime</b>	The time the System is otherwise expected to be operating, but due to a Deficiency, the System is not functioning in accordance with the Specifications. The minimum acceptable Downtime for the System, once it becomes fully operational, is set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) of this Agreement.
<b>DPSS</b>	See <i>Department of Public Social Services</i> .
<b>DPSS Academy</b>	Division within the DPSS that provides training for all new hires and existing employees.
<b>DPSS Administrative Headquarters</b>	County’s facility located at 12820 Crossroads Parkway South, City of Industry, CA 91746.
<b>DPSS Director</b>	The Director of the County’s Department of Public Social Services.
<b>DPSS Portal</b>	The DPSS web site that acts as a gateway to DPSS.
<b>DVS</b>	See <i>Domestic Violence Services</i> .

<b>Dynamic Link Library (DLL)</b>	A library of executable functions or data that can be used by a Windows application. DLL can be used by several applications at the same time. Some DLLs are provided with the Windows operating system and available for any Windows application. Other DLLs are written for a particular application and are loaded with the application.
<b>E</b>	
<b>Earned Income Credit (EIC)</b>	An activity currently maintained in GEARS that indicates a Participant is employed and facilitates Supportive Services Payments. The EIC functionality is included in the requirements, but may not be a necessary “Component” of the System.
<b>EBT</b>	See <i>Electronic Benefit Transfer</i> .
<b>eCAPS</b>	See <i>Electronic Countywide Accounting and Purchasing System</i> .
<b>EDS</b>	See <i>Electronic Data Systems</i> .
<b>EDS On Call Notification (EON)</b>	An application used to monitor batch jobs and alert on-call person(s) following pre-defined escalation chains.
<b>EEO</b>	See <i>Equal Employment Opportunity</i> .
<b>Effective Date</b>	The day the Board of Supervisors executes this Agreement.
<b>EIC</b>	See <i>Earned Income Credit</i> .
<b>Electronic Benefit Transfer (EBT)</b>	A computerized benefit delivery system that utilizes the debit card technology.
<b>Electronic Countywide Accounting and Purchasing System (eCAPS)</b>	Accounting system used by County’s Auditor-Controller’s office.
<b>Electronic Data Systems (EDS)</b>	County’s current GEARS contractor.
<b>Eligibility Systems Division (ESD)</b>	Division within DPSS that provides computer systems development, maintenance and operations, and contract administration for the DPSS information technology contracts, including the GEARS System.
<b>Eligibility Worker (EW)</b>	Primary case worker located in CalWORKs and GR District Offices responsible for determining and processing CalWORKs and GR recipients’ eligibility to receive CalWORKs and GR benefits.

<b>Enterprise Connection Hardware</b>	Contractor supplied and maintained hardware and Contractor supplied and maintained telecommunications goods and related services used to connect the System to the Los Angeles County Enterprise Network (LANet/EN) at the Gateway and shall include the Gateway. Reference to the Enterprise Connection Hardware may include one or more components thereof or all Enterprise Connection Hardware in the System.
<b>EON</b>	See <i>EDS On Call Notification</i> .
<b>Equal Employment Opportunity (EEO)</b>	The right of all persons to work and advance on the basis of merit, ability and potential. The law prohibits discrimination in hiring, promotion, termination, compensation, and other terms and conditions of employment because of race, color, sex (including pregnancy), national origin, or religion.
<b>ESD</b>	See <i>Eligibility Systems Division</i> .
<b>Evaluation Committee</b>	Persons selected by DPSS to evaluate proposals.
<b>EW</b>	See <i>Eligibility Worker</i> .
<b>Expiration Date</b>	The end of the Agreement Term.
<b>Expungement (XPG)</b>	Services that expunge a Participant's criminal record and that help a Participant find employment after his criminal record has been expunged.
<b>Extended Term</b>	Shall have the meaning set forth in this Agreement, Paragraph 6.0 (TERM OF AGREEMENT), Subparagraph 6.2 (Extended Term).
<b>F</b>	
<b>Faith Based Organizations (FBO)</b>	An organization, group, program or project that provides human services, and has a faith element integrated into its organization.
<b>Family Preservation Program (FPP)</b>	An integrated, comprehensive approach to strengthening and preserving families who are at risk of, or already experiencing, problems in family functioning, with the goal of promoting and insuring child safety. The program serves those children and families under Department of Children and Family Services (DCFS) supervision. Services are delivered through a system of Community Family Preservation Networks (CFPN). These networks include community-based organizations, identified as lead agencies, and other community Service Providers who offer families core and linkage services to address identified problems associated with child abuse and neglect.



<b>Family Reunification Program (FRP)</b>	An activity which permits CalWORKs parents whose children have been removed from the home by DCFS and therefore are not receiving a cash grant, to receive WtW services, for up to one hundred eighty (180) Days from the date of the child's removal from the home.
<b>FBO</b>	See <i>Faith Based Organizations</i> .
<b>Federal Social Security Act</b>	An Act which is found at 42 U.S.C. Section 653a.
<b>Fees</b>	Sums payable by County to Contractor hereunder in consideration of Contractor's provision of the Services.
<b>Firm Fixed Price</b>	Contractor identified set monetary amount for completion of Deliverables under this Agreement and agreed upon by County.
<b>Fiscal Year</b>	County's Fiscal Year beginning July 1 <sup>st</sup> and ending June 30 <sup>th</sup> .
<b>FOCUS</b>	Statistical and reporting software used by DPSS.
<b>Force Majeure Event</b>	Shall have the meaning set forth in this Agreement, Paragraph 19.0 (TERMS OF CONDITIONS), Subparagraph 19.40 (Termination for Default), Sub-subparagraph 19.40.3.
<b>Food Stamps Program</b>	A program, which was established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. Food stamps are issued from an EBT that utilizes the debit card technology.
<b>Food Stamp Act of 1977</b>	An Act which is found at 7 C.F.R. 271 et seq.
<b>FPP</b>	See <i>Family Preservation Program</i> .
<b>FRP</b>	See <i>Family Reunification Program</i> .
<b>Full-time</b>	Forty (40) hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the CEO and as approved by County.
<b>G</b>	
<b>GAIN</b>	See <i>Greater Avenues for Independence</i> .
<b>GAIN Employment Activity and Reporting System (GEARS)</b>	The System designed to track employment, education, vocational and training activities of GAIN Participants.
<b>GAIN Program Interpretation Handbook (GAIN PIH)</b>	GAIN policy and procedural guidelines that reflect state and federal laws and regulations.
<b>GAIN Registration</b>	The process of accepting a Participant into the GAIN program as eligible to receive GAIN services.
<b>GAIN PIH</b>	See <i>GAIN Program Interpretation Handbook</i> .

<b>GAIN Regional Office</b>	DPSS facilities which provide WtW services to CalWORKs Participants.
<b>GAIN Services Supervisor (GSS)</b>	GAIN employee who supervises GAIN Services Workers. Duties include planning, supervising, assigning, and evaluating the work of GSWs.
<b>GAIN Services Worker (GSW)</b>	GAIN employee who develops and monitors individualized employment plans for GAIN Participants and identifies and provides Supportive Services and Specialized Supportive Services to GAIN Participants.
<b>Gateway</b>	All Contractor-supplied and maintained goods and services, including telecommunications, necessary to provide the points located in two (2) County facilities approved by County Project Director, at which the System connects to LANet/EN.
<b>GDW</b>	See <i>Grant Diverted Work Experience</i> .
<b>GEARS</b>	See <i>GAIN Employment Activity Reporting System</i> .
<b>GEARS Web Application Software</b>	The GEARS application software that uses the screen scraping program to emulate the GEARS application screens to Web screen format.
<b>General Relief (GR)</b>	A County-funded program that provides financial assistance to indigent adults who are ineligible for federal or state programs.
<b>General Relief Opportunities for Work (GROW)</b>	A program offering employment and training services to employable GR participants, which is designed to help GR participants obtain jobs and achieve self-sufficiency.
<b>Good Cause</b>	Part of the Compliance process where a GSW determines that a Participant has a legitimate reason for not meeting GAIN program requirements.
<b>GR</b>	See <i>General Relief</i> .
<b>Grant Diverted Work Experience (GDW)</b>	A wage-based employment and training program which is designed to provide a Participant with hard and soft job skills that shall lead to unsubsidized full-time employment and financial self-sufficiency. The grant is diverted to an employer and the Participant receives a paycheck for that amount.
<b>Graphical User Interface (GUI)</b>	A program interface that takes advantage of the computer's graphics capabilities to make the program easier to use.
<b>Greater Avenues For Independence (GAIN)</b>	A County WtW program that provides effective training and employment services to help individuals transition from dependency on public assistance programs to economic self-sufficiency.

<b>Grievance</b>	An appeal procedure available to a Participant who believes that any program requirement violates his GAIN activity with County or is inconsistent with the objectives or procedures of the program. A grievance is typically handled within County, but may be escalated to a hearing procedure. See <i>State Hearings</i> .
<b>GROW</b>	See <i>General Relief Opportunities for Work</i> .
<b>GSS</b>	See <i>GAIN Services Supervisor</i> .
<b>GSW</b>	See <i>GAIN Services Worker</i> .
<b>GUI</b>	See <i>Graphical User Interface</i> .
<b>H</b>	
<b>Hearings</b>	See <i>State Hearings</i> .
<b>Help Desk</b>	Contractor provided and maintained facility that contains hardware and software used to provide Help Desk Services.
<b>Help Desk Services</b>	Services provided by Contractor to assist Users related to the use of the System, which include answering technical questions, providing solutions to operational problems and assisting Users in support issues. Contractor's Help Desk facility and Contractor's technical support staff who provide Help Desk Services shall be located within the Project Office.
<b>I</b>	
<b>IBPS</b>	See <i>Integrated Benefits Payment System</i> .
<b>IIPP</b>	See <i>Injury &amp; Illness Prevention Program</i> .
<b>Include, Includes, Including</b>	As used herein, the word "include", "includes", or "including" whether with initial capitalization or not shall mean, respectively, "include, without limitation", "includes, without limitation", or "including without limitation".
<b>Independent Verification and Validation (IV&amp;V) contractor</b>	The contractor that will provide Third Party oversight of the design, development, testing, Pilot, Roll-Out, and Performance Verification Period of the System. The IV&V contractor shall ensure that the System, when implemented, performs to the Specifications required by the County
<b>Information and Statistical Services (ISS) Section</b>	Section within BCTS that provides research, statistics and evaluations for DPSS programs, and uses data from the System to generate departmental reports.
<b>Information Technology Division (ITD)</b>	Division within DPSS that provides computer systems development, help desk operations and technical support.
<b>Initial Term</b>	Shall have the meaning set forth in this Agreement, Paragraph 6.0 (TERM OF AGREEMENT), Subparagraph 6.1 (Initial Term).

<b>Injury &amp; Illness Prevention Program (IIPP)</b>	In California every employer has the legal obligation to provide and maintain a safe and healthful workplace for employees according to the California Occupational Safety and Health Act of 1973. Pursuant to this obligation, the state of California requires every California employer to have an effective Injury and Illness Prevention Program in writing that must be in accord with Title 8 CCR Section 3203 of the General Industry Safety Orders. Such program must be designed to prevent workplace accidents, injuries, and illnesses.
<b>Input/Output (I/O)</b>	The activity of sending information to or from peripheral devices, terminals, DASDs, tape drives and printers.
<b>Integrated Benefits Payment System (IBPS)</b>	A legacy system that determines a Participant's eligibility for various social services, including CalWORKs WtW. IBPS is maintained by County's Internal Services Department (ISD) and is included as part of the Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER) functionality.
<b>Interfaces</b>	A communication mechanism which allows multiple independent systems to communicate, and transfer data from/to the System.
<b>Internal Services Department (ISD)</b>	County department providing in-house, contracted, and advisory services in the areas of purchasing, contracting, facilities, information technology and other essential support and administrative services.
<b>Internet</b>	A loose confederation of independent yet interconnected networks that use the Transmission Control Protocol/Internet Protocol (TCP/IP) protocols for communications. The Internet evolved from research done during the 1960s on a network called the ARPANet. It provides universal connectivity and three levels of network services: connectionless packet delivery, full-duplex stream delivery, and application level services.
<b>Intranet</b>	A network internal to an enterprise that uses the same methodology and techniques as the Internet. It is not necessarily connected to the Internet and is commonly secured from it by using firewalls. Intranets often use an organization's local-area networks (LANs) or wide-area networks (WANs).
<b>I/O</b>	<i>See Input/Output.</i>
<b>ISD</b>	<i>See Internal Services Department.</i>
<b>ISS</b>	<i>See Information and Statistical Services (ISS) Section.</i>
<b>ITD</b>	<i>See Information Technology Division.</i>
<b>J</b>	

<b>J2EE</b>	A Sun Microsystems platform specification and branding initiative that provides a unifying umbrella for enterprise-oriented Java technologies. J2EE focuses on server-side, multi-tier services. J2EE includes the Java Server Pages, Java Servlets and Enterprise JavaBeans programming models, a number of protocols and application programming Interfaces, a reference implementation, a test suite, and an application model.
<b>Java Server Pages (JSP)</b>	A Java technology that allows developers to add logic to web pages.
<b>JCL</b>	See <i>Job Club</i> .
<b>JCL Utility</b>	See <i>Job Control Language Utility</i> .
<b>Job Club (JCL)</b>	An activity designed to increase a Participant's employment marketability, job skills and exposure to the labor market with the purpose of placement into full-time or part-time employment.
<b>Job Control Language (JCL) Utility</b>	Jobs to execute system instructions such as executing Natural programs or running ADABAS utilities.
<b>Job Developer</b>	GAIN employee dedicated to the development of job opportunities for Participants. Job Developer serves as liaison between Participants and employers located in Los Angeles County. Job Developer prescreens Participants for available job positions and then recommends Participant to employer for interview if Participant has applicable skills and interest in available position.
<b>Job Order</b>	Description sheet of job requirements for an available position with an employer located in the Los Angeles County area. Job Developer completes a Job Order based on information received from employer.
<b>Job Requirements</b>	A listing of relevant Participant information to be considered when reviewing available job positions. It lists Participant information such as employment status, language abilities, typing speed, transportation needs, and criminal history.
<b>Job Search (JSR)</b>	An activity for a Participant that has completed the three (3) week JCL and WtW plan without obtaining employment. These Services provide enhanced WtW activities to a CalWORKs Participant and include a one (1) day Orientation classroom activity, and four (4) to five (5) week JSR services.
<b>Job Search Matching Assessment and Referral Tracking (Job SMART)</b>	A Web-based system designed to assist business services specialists in securing employment for CalWORKs and GR participants.
<b>Job SMART</b>	See <i>Job Search Matching Assessment and Referral Tracking</i> .
<b>JSP</b>	See <i>Java Server Pages</i> .

<b>JSR</b>	See <i>Job Search</i> .
<b>Jury Service Program</b>	Provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
<b>K</b>	
<b>Key Personnel</b>	Contractor's and its Subcontractor's/subcontractor's staff who are so designated in Project administration, management and operational decision making.
<b>Kiosks</b>	See <i>District Offices Kiosks</i> .
<b>L</b>	
<b>Los Angeles County Office of Education</b>	Los Angeles County educational agency and premier provider of integrated educational programs and services to GAIN and GROW Participants.
<b>LANet/EN</b>	See <i>Los Angeles County Enterprise Network</i> .
<b>LEADER</b>	See <i>Los Angeles Eligibility Automated Determination Evaluation and Reporting System</i> .
<b>Learning Disability (LD, 005)</b>	Services offered to a Participant with a potential learning disability problem.
<b>Liquidated Damages</b>	A payment due from Contractor to County that may be assessed against Contractor for failed, delayed or improper performance as further set forth in Paragraph 15.0 (LIQUIDATED DAMAGES).
<b>Logical Process Model</b>	A detail description of data model, defining the structure and the flow of data through the System's processes.
<b>Long-Term Family Self-Sufficiency (LTFSS)</b>	A program which promotes self-sufficiency for CalWORKs Participants and other low-income families by: promoting self-sustaining employment; ensuring access to healthcare; supporting stable housing; helping teens become self-sufficient adults; curbing violence; building strong families; and integrating the human services delivery system. This program provides a comprehensive and holistic approach to providing a diverse set of services that are customized to a Participants' needs and help them achieve long-term self-sufficiency.
<b>Los Angeles County Enterprise Network (LANet/EN)</b>	A County-operated communications infrastructure over which County communicates a high volume of data.
<b>Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER)</b>	County's automated and integrated welfare eligibility determination, benefit calculation and issuance, case maintenance and fiscal reporting system.

<b>Losses</b>	Settlements, judgments, awards, fines, penalties, interest, liabilities, costs, damages and expenses, including attorneys' fees and disbursements and court costs.
<b>LTFSS</b>	See <i>Long-Term Family Self-Sufficiency</i> .
<b>M</b>	
<b>Mail Management Facility</b>	Contractor's print and mail processing facility which is housed within Contractor's Project Office or located within Los Angeles County or a facility approved by County Project Director.
<b>Mail Management Facility Hardware</b>	Contractor provided and maintained hardware and related peripherals used for high volume printing, mailing and distribution located at the Mail Management Facility. Reference to Mail Management Facility Hardware may include one or more components thereof or all Mail Management Facility Hardware in the System.
<b>Mail Management Services</b>	Services provided by Contractor at the Mail Management Facility, including print and mail processing services, maintenance services, security services, back-up services, and disaster recovery services. Reference to Mail Management Facility Services may include one or more components thereof or all Mail Management Facility Services.
<b>Material</b>	All materials created by Contractor or Contractor's personnel in connection with the Services of this Agreement, including the software, plans, diagrams, documentation, tools, work papers, and data originated or created by Contractor under this Agreement.
<b>Maximum Contract Sum</b>	The total maximum contract amount payable by County to Contractor other than postage under this Agreement.
<b>MCPC</b>	Multidisciplinary Case Planning Committee.
<b>Measurement Interval(s)</b>	Any specified time period within which the metrics shall be measured and reported on for determining Contractor's performance to the Service Requirements as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart).
<b>Memorandum of Understanding (MOU)</b>	A formal agreement between or among two or more departments within County for a particular set of services.
<b>Mental Health Services (MHS, 003)</b>	Services offered to a Participant with mental or emotional disabilities that create a barrier to employment. MHS is designed to assist a Participant's transition from WtW and to retain long-term employment.
<b>MGD</b>	See <i>Modified Grant Diversion</i> .

<b>MHS</b>	See <i>Mental Health Services</i> .
<b>Milestone</b>	A point in time in the Project when a significant event, component, or module is to be completed.
<b>Minimum Performance</b>	The lowest level of acceptable Service performance during a monthly period.
<b>Minimum Performance Percentage (%)</b>	The percentage of time or instances that the target Service Level Requirements must be met.
<b>Modifications and/or Enhancements</b>	Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.8 (Modifications and/or Enhancements).
<b>Modified Grant Diversion (MGD)</b>	A subsidized work experience assignment that provides a Participant job skills training which helps the Participant transition to unsubsidized employment.
<b>MOU</b>	See <i>Memorandum of Understanding</i> .
<b>N</b>	
<b>Natural</b>	A fourth-generation language from Software AG, that runs on the GEARS mainframe.
<b>Network Hardware</b>	County provided and maintained network hardware used to connect one or more of Network Sites to the LANet/EN.
<b>Network Site(s)</b>	One or more of County or non-County service sites, as specified in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 15 (County Offices and Remote Locations), that provide services to Participants.
<b>NOA</b>	See <i>Notice of Action</i> .
<b>Non-Compliance</b>	A process initiated when Participants fail to participate without a good reason. The purpose of the non-compliance process is to address participation problems, determine their cause and resolve them so the Participant can resume participation.
<b>Notice of Action (NOA)</b>	A notice sent to a Participant that describes the change in the monetary benefits received by Participant.
<b>O</b>	
<b>OAP</b>	See <i>Orientation and Appraisal</i> .
<b>Object Code</b>	A code expressed in machine language which is normally an output of a given translation process that is ready to be executed by a computer.



<b>Object Linking and Embedding (OLE)</b>	A Microsoft protocol that enables creation of compound documents with embedded links to applications, so that a user does not have to switch from one application to another to make revisions. Compound documents may contain text and spreadsheet objects, graphic and chart objects, sound objects, and video and animated objects.
<b>OCR</b>	See <i>Optical Character Recognition</i> .
<b>ODBC</b>	See <i>Open Database Connectivity</i> .
<b>OES Code</b>	Occupational Employment Statistics Code.
<b>Office of Refugee Resettlement Services (ORR)</b>	Offices that connect recently arrived refugees with local resources and help communities cope with immigration.
<b>OLE</b>	See <i>Object Linking and Embedding</i> .
<b>OLTP</b>	See <i>Online Transaction Processing</i> .
<b>Online Transaction Processing (OLTP)</b>	A mode of processing that is characterized by short transactions recording business events and that normally requires high availability and consistent, short response times.
<b>Open Database Connectivity (ODBC)</b>	A vendor-neutral Interface based on Structured Query Language (SQL) access group specifications. ODBC accesses data in a heterogeneous environment of relational and no relational databases.
<b>Operational Resource Management (ORM)</b>	A method of managing an organization's operating resources.
<b>Operational Security Plan</b>	A plan for continuing to provide and implement all security measures to ensure the confidentiality of all System Data files, and all equipment is secure. The plan shall also ensure the safety of all employees (i.e. Contractor, County and/or partnering agencies).
<b>Optical Character Recognition (OCR)</b>	The ability of a computer to recognize written characters through some optical-sensing device and pattern recognition software.
<b>Orientation and Appraisal (OAP)</b>	A one-day appraisal process which provides a Participant with an overview of the GAIN program, the rights and responsibilities, motivational training, a fact gathering interview, and activity referral.
<b>ORM</b>	See <i>Operational Resource Management</i> .
<b>ORR</b>	See <i>Office of Refugee Resettlement Services</i> .
<b>Overpayments</b>	Benefits received by Participants in excess of their entitlement.
<b>P</b>	

<b>Paid Work Experience (PWE)</b>	A subsidized work experience assignment that combines part-time employment with employer-linked education/training programs.
<b>Participant ID (PID)</b>	A field within the System that serves as a unique identifier for the Participant.
<b>Participant(s)</b>	A person (registered or unregistered in the GAIN program) who is being tracked on the System and eligible to receive any type of case management services including Supportive Services and Specialized Supportive Services.
<b>Party(ies)</b>	County and/or Contractor.
<b>Payments</b>	Funds are made directly to a Participant and/or a Provider for Supportive Services.
<b>PCR</b>	See <i>Project Change Request</i> .
<b>Performance Requirements Standards (PRS)</b>	System performance indicators as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS) Chart) that will be tracked by County to assure Service Requirements are met by Contractor.
<b>Person(s)</b>	Any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic or other legal person or entity of any kind, legally constituted.
<b>PES</b>	See <i>Post-Employment Services</i> .
<b>PID</b>	See <i>Participant ID</i> .
<b>Pool Dollars</b>	Maximum amount allocated under this Agreement for the provision by Contractor for Professional Services, approved by County in accordance with the terms of this Agreement.
<b>Post-Employment Services (PES)</b>	Services available to help a Participant stay employed and promote the attainment of wages which enable self-sufficiency. Although these services are available to a CalWORKs Participant regardless of his eligibility status, most Participants in PES have secured initial, entry-level jobs with wages too low to eliminate their need for welfare benefits. The goal is to achieve unsubsidized employment for every non-exempt Participant prior to his five (5) year time limit and to achieve independence of all families from CalWORKs cash benefits.
<b>Post Time Limit Adults (PTL)</b>	Services available to assist a CalWORKs time-out Participant in maintaining and/or securing employment through participation in work experience programs and education/classroom training.

<b>Priority Levels (a.k.a. Severity Levels)</b>	<p>Defined categories that identify the degree of business criticality and importance to the organization of specific incidents, and the associated Contractor response requirements attributed to any such incident. The following Priority Level table categories and descriptions apply to all Services:</p>
	<p>Priority Level 1: Emergency/Urgent — <i>Critical Business Impact</i></p> <p>The problem has caused a complete and immediate work stoppage affecting a primary business process or a broad group of Users such as an entire department, floor, branch, line of business, or external customer. No Workaround available. Examples:</p> <ul style="list-style-type: none"> <li>• Major application problem (e.g., payroll, call center, etc.)</li> <li>• Severe problem during critical periods (e.g., month-end processing, general assembly sessions)</li> <li>• Security violation (e.g., denial of service, port scanning)</li> <li>• VIP support services</li> </ul>
	<p>Priority Level 2: High — <i>Major Business Impact</i></p> <p>A business process is affected in such a way that business functions are severely degraded, multiple Users are impacted or a key customer is affected. A Workaround may be available; however the Workaround is not easily sustainable. Examples: Major data/database or application software problem.</p>
	<p>Priority Level 3: Medium — <i>Moderate Business Impact</i></p> <p>A business process is affected in such a way that certain functions are unavailable to Users or a System and/or Service is degraded. A Workaround may be available. Example: workstation problem (i.e., hardware, software).</p>
	<p>Priority Level 4: Low — <i>Minimal Business Impact</i></p> <p>An incident that has little impact on normal business processes and can be handled on a scheduled basis. A Workaround is available. Example:</p> <ul style="list-style-type: none"> <li>• User requests (e.g., System enhancement)</li> <li>• Peripheral problems (e.g., network printer)</li> <li>• Preventive maintenance</li> </ul>

<b>Processing Site(s)</b>	Contractor's service locations which include the Project Office, Data Center, Mail Management Facility and Back-up Site.
<b>Professional Services</b>	Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.10 (Professional Services).
<b>Project</b>	All defined planning, development and implementation necessary to operate the System and provide Services to County, in accordance with Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR)), and the Specifications, including design and development Services, implementation Services, provision of documentation, and the operation of the System during the Term of this Agreement.
<b>Project Change Request (PCR)</b>	Form of documentation describing the type of change/issue, the rationale behind it, and related schedule and cost changes.
<b>Project Management</b>	Activities associated with providing Project Management Services to County under this Agreement.
<b>Project Office</b>	An office provided and maintained by Contractor in Los Angeles County within twenty (20) miles of the DPSS Eligibility System Division (ESD) Headquarters office to house the Project's development and on-going support teams.
<b>Proposer</b>	Vendors responding to the Request for Proposal.
<b>Provider</b>	Contracted or non-contracted individual or group that provides services to Participants.
<b>PRS</b>	See <i>Performance Requirements Standards</i> .
<b>PTL</b>	See <i>Post Time Limit Adults</i> .
<b>PWE</b>	See <i>Paid Work Experience</i> .
<b>Q</b>	
<b>QCP</b>	See <i>Quality Control Plan</i> .
<b>Quality Assurance Plan</b>	A plan which will be used to compare Contractor's performance to the contract standards and Minimum Performance Percentage.
<b>Quality Control Plan (QCP)</b>	A plan to ensure a consistently high level service and System performance during the Term of this Agreement.
<b>R</b>	
<b>R &amp; R</b>	See <i>Resource and Referral</i> .
<b>RCA</b>	See <i>Refugee Cash Assistance</i> .

<b>Refugee Cash Assistance (RCA)</b>	A federally funded program that provides short-term cash assistance to refugees who are ineligible for other cash assistance programs. This type of cash assistance is available to newly arrived individuals and families.
<b>Refugee Employment Program (REP)</b>	A federally funded program through the Office of Refugee Resettlement Services (ORR). REP serves refugees, asylees (individuals granted either a political asylum or religious persecution asylum in the United States who are eligible for REP services from the date the asylum was granted), Cuban and Haitian entrants, victims of human trafficking and victims of torture.
<b>Refugee Service Providers (RSP)</b>	Contracted case managers that provide services to non-English and non-Spanish speaking Participants.
<b>Refugee/Immigrant Training and Employment (RITE)</b>	DPSS contracts with the RITE Providers that offer CalWORKs WtW services to eligible non-English and non-Spanish speaking Participants who have resided in the United States (as of 01/01/01) for over five years. Currently, non-English/non-Spanish Participants follow the same GAIN process flow.
<b>Registration</b>	See <i>GAIN Registration</i> .
<b>Relational Database Platform</b>	Relational database management system software architecture.
<b>Remote Location Case Managers/Users</b>	Case managers/Users residing at locations other than traditional GAIN Regional Offices or District Offices. Case managers/Users may include County staff or contracted case managers.
<b>Remote Print Manager (RPM)</b>	Print jobs from local printers.
<b>REP</b>	See <i>Refugee Employment Program</i> .
<b>Repayments</b>	The Participant's reimbursement to County for benefits received in excess of entitlement.
<b>Requirement Traceability Matrix</b>	A database management tool that maps and tracks the SOR, with the actual System functionality to the improved architecture.
<b>Resource and Referral (R&amp;R)</b>	Child Care resource and referral organizations located throughout the County, which help parents take the guesswork out of choosing care, and providing them with referrals and information about the elements of quality care and state licensing requirements, as well as the availability of Child Care subsidies.
<b>RITE</b>	See <i>Refugee/Immigrant Training and Employment</i> .
<b>RPM</b>	See <i>Remote Print Manager</i> .
<b>R&amp;R</b>	See <i>Resource and Referral</i> .

<b>RSP</b>	See <i>Refugee Service Providers</i> .
<b>S</b>	
<b>Sanction</b>	A penalty imposed on a Participant who fails to meet program requirements as defined by his signed contract with County, which has gone through the Compliance process.
<b>SAS</b>	See <i>Substance Abuse Services</i> .
<b>SBE</b>	See <i>Small Business Enterprise</i> .
<b>Scheduling</b>	The process of setting an appointment for a Participant to a GSW's calendar. A designated scheduler within a GAIN Regional Offices and/or District Office performs this activity.
<b>SDLC</b>	See <i>Software Development Life Cycle</i> .
<b>Section 504 of the Rehabilitation Act of 1973</b>	An Act which is found at 29 U.S.C. Section 794 et seq.
<b>SEI</b>	See <i>Software Engineering Institute</i> .
<b>Self-Initiated Program (SIP)</b>	An undergraduate degree or certificate program that leads to employment or a post-baccalaureate degree program for a California teaching credential in which a CalWORKs Participant is enrolled prior to the GAIN appraisal.
<b>Service(s)</b>	<p>All of the Contractor's (including any and all Subcontractors/subcontractors) services, functions and activities in any one or more of the following categories:</p> <ul style="list-style-type: none"> <li>a. The services described in Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR));</li> <li>b. Any other services specified elsewhere in this Agreement; and</li> <li>c. Any management, planning and other services that are ancillary to and appropriate for the performance of any of the foregoing.</li> </ul>
<b>Service Measure</b>	The indicators used to determine that the Service level standards have been met.
<b>Service Planning Area (SPA)</b>	A system of councils in County that represent each of the eight (8) geographic regions of County. The SPA councils are linked to community-based organizations, neighborhood groups, cities, schools, county and city government agencies, and many other entities.
<b>Service Provider</b>	Contracted staff that provides Specialized Supportive Services to GAIN Participants.
<b>Service Provider Artisan and Tradesman Activities (SPARTA)</b>	A County program that may be able to assist potential contractors in obtaining affordable liability insurance.

<b>Service Request</b>	Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.16 (Service Request).
<b>Service Requirements</b>	Performance measures that Contractor is required to achieve for the System to meet a particular Performance Requirements Standard.
<b>Severity Levels</b>	See <i>Priority Levels</i> .
<b>Shadow Database</b>	A system-level facility to enable shadowing (i.e., duplication) of selected databases.
<b>SIP</b>	See <i>Self-Initiated Program</i> .
<b>Small Business Enterprise (SBE)</b>	A County program established to ensure that a fair portion of County contracts and subcontracts are awarded to local small business enterprises.
<b>Software Development Life Cycle (SDLC)</b>	The process of developing information systems through investigation, analysis, design, implementation and maintenance. SDLC is also known as information systems development or application development. SDLC is a systems approach to problem solving and is made up of several phases, each comprised of multiple steps, including the software concept, a requirements analysis, the architectural design, coding and debugging, and system testing.
<b>Software Engineering Institute (SEI)</b>	A federally funded research and development center that is under contract to Carnegie Mellon University and is devoted to the advancement of software engineering and the quality of software support systems.
<b>SOR</b>	See <i>Statement of Requirements</i> .
<b>Source Code</b>	One or more files containing the language used by programmers to write a program. It must be compiled into machine-readable data (Object Code) before it can be executed by the computer.
<b>SOW</b>	See <i>Statement of Work</i> .
<b>SPA Councils</b>	See <i>Service Planning Area (SPA) Councils</i> .
<b>SPARTA</b>	See <i>Service Provider Artisan and Tradesman Activities</i> .
<b>Specialized Supportive Services</b>	A range of confidential services offered to a Participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning disability, family preservation, family reunification, expungement and/or substance abuse. If a Participant needs Specialized Supportive Services the Participant can be referred to a Service Provider who will help determine the best treatment plan.

<b>Specification(s)</b>	<p>All specifications, standards, assurances, requirements and criteria (whether relating to features, functionality, operation, performance or Interfaces for the System) set forth in any or all of the following, as applicable:</p> <ul style="list-style-type: none"> <li>a. The Base Agreement.</li> <li>b. Exhibit A (Statement of Work (SOW) and Technical Exhibits), and Exhibit B (Statement of Requirements (SOR)).</li> <li>c. All reports provided as County approved Deliverables under Exhibit A (Statement of Work (SOW) and Technical Exhibits).</li> <li>d. Any documentation set forth in a Service Request or Deliverable accepted by County, to the extent not inconsistent with any of the foregoing in Subparts (a), (b) and/or (c) of this definition of Specification(s).</li> <li>e. All specifications identified as such by Contractor, including: (i) functionality; (ii) features; (iii) capacity; (iv) availability; (v) response times; (vi) accuracy; or (vii) any other performance or other criteria for the System or any element of the System, but only to the extent: (x) not inconsistent with any of the foregoing in Subparts (a), (b), (c) and/or (d) of this definition of Specification(s); and (y) acceptable to County.</li> </ul>
<b>SQL</b>	See <i>Structured Query Language</i> .
<b>SRT</b>	See <i>System Reliability Test</i> .
<b>State Hearings (Hearings)</b>	A form of administrative hearing mandated by federal and state law whereby a dissatisfied claimant may obtain an impartial review of a County action.
<b>Statement of Requirements (SOR)</b>	A document that provides comprehensive descriptions of required System requirements and related Tasks to ensure that vendors deliver what the enterprise needs at the price that has been negotiated.
<b>Statement of Work (SOW)</b>	A document that provides comprehensive descriptions of the required Services which are set forth in Tasks, Subtasks and Deliverables to ensure Contractor delivers what the enterprise needs at the price that has been negotiated. The essential elements of a statement of work include: description of service, service environment, service levels and credits, roles and responsibilities, project resource usage, and pricing information.
<b>Structured Query Language (SQL)</b>	Standard interactive and programming language for getting information from and updating a database.



<b>Subcontract</b>	An agreement by which a Third Party agrees to provide Services or Materials necessary to fulfill an original agreement. For purposes of this Agreement any software license agreement or any agreement: (i) for the purchase of hardware; (ii) for the purchase of Commercially Available Software maintenance (excluding customizations to Commercially Available Software and subcontractors who can access System Data); or (iii) for the purchase of hardware maintenance (excluding hardware located in County facilities and subcontractors who can access System Data) shall not be deemed a Subcontract.
<b>Subcontractor</b>	ny person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Subparagraph 19.36 (Subcontracting). For purposes of this Agreement, any person, entity or organization with whom Contractor obtains a software license or enters into an agreement: (i) for the purchase of hardware; (ii) for the purchase of Commercially Available Software maintenance (excluding customizations to Commercially Available Software and subcontractors who can access System Data); or (iii) for the purchase of hardware maintenance (excluding hardware located in County facilities and subcontractors who can access System Data) shall not be deemed a Subcontractor.
<b>Substance Abuse Services (SAS, 004)</b>	Services offered to a Participant with substance abuse problems that create a barrier to employment. SAS is designed to assist a Participant's transition from WtW and to retain long-term employment.
<b>Subtask</b>	Activities to be performed by Contractor within the Tasks under this Agreement.
<b>Supportive Services</b>	Services which GAIN will help to arrange or pay for, in order that a Participant may participate in GAIN activities, if other funding sources are not available.
<b>System</b>	All System Hardware and System Software, comprising County's GEARS. References to specific modules or components of the System shall only refer to such specified modules or components. A graphical chart illustrating the System and its components to be provided or used by Contractor is set forth in Exhibit E (System Layout). Reference to the System may include one or more components thereof or the entire System.
<b>System and Data Center Services</b>	Activities associated with providing and operating a fully operational Data Center, Project Office, Mail Management Facility, Help Desk facility, Enterprise Connection Hardware and Back-up Site for the System.

<b>System Application Software</b>	The latest version of the Core Application, modified by Interfaces, Modifications and/or Enhancements and Updates. Reference to System Application Software may include one or more components or modules thereof or all System Application Software in the System. System Application Software shall not include Commercially Available Software.
<b>System Availability</b>	The percentage of time the System is fully operational and available when its resources are called upon at a random point in time. System Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period the System is deemed to be equal to or better than the County's PRS.
<b>System Data</b>	All federal, state, County, and/or other data and information stored on-line or off-line or computed to the System, used by Contractor for providing Services under this Agreement. Reference to System Data may include one or more components thereof or all System Data.
<b>System Hardware</b>	All computers, equipment, and other goods supplied by Contractor pursuant to this Agreement, including Data Center Hardware, Back-up Site Hardware, Mail Management Facility Hardware, and Enterprise Connection Hardware. References to components of the System Hardware shall only refer to such specified components. Unqualified references to the System Hardware shall mean all of the System Hardware.
<b>System Interfaces</b>	Interfaces which enables the transfer of data from/to GEARS to/from any other system (e.g., LEADER, ISS, eCAPS etc.,) via file transfer, online interface, shared database or other means of exchange.
<b>System Integration</b>	The systematic, incremental approach to the assembly and testing of the System Hardware, System Software, and communications components of the System.
<b>System Maintenance and Operational Support</b>	Shall have the meaning set forth in this Agreement, Paragraph 5.0 (WORK; APPROVAL AND ACCEPTANCE), Subparagraph 5.7 (System Maintenance and Operational Support).
<b>System Metrics</b>	System Metrics include the following components for each mainframe and server included in the System Hardware: (i) all data or files for System performance and usage instrumentation (e.g., System Management Facilities (SMF) data used on IBM Corporation (IBM) mainframes), (ii) all configuration data, (iii) all System utilities, (iv) all processor utilization, (v) all disk utilization, and (vi) all memory utilization.
<b>System Operational Hours</b>	Monday through Friday, 7:00 a.m. to 7:00 p.m., and Saturday, 8:00 a.m. to 4:00 p.m., excluding County Holidays.

<b>System Reliability Test (SRT)</b>	Process for testing System's capability for achieving and maintaining the required level of system reliability considering operational performance and User satisfaction.
<b>System Response Time</b>	The length of time required for the System to complete an online add, update, delete or inquiry to the System.
<b>System Software</b>	All System Application Software, Commercially Available Software, and System Data. Reference to the System Software may include one or more components or modules thereof or all System Software in the System. References to specific modules or components of the System Software shall only refer to such specified modules or components.
<b>System Test Plan</b>	Test scripts, procedures, results and documentation of Contractor's System Tests.
<b>System Test</b>	Contractor's thorough testing of all the System's functionality in a controlled environment prior to County's Acceptance Tests.
<b>System Transition</b>	All Tasks, Subtasks and Deliverables required for System Hardware and System Software preparation, certification, testing and installation in the Data Center, Back-up Site and the Gateway; and all Back-up Site and Disaster Recovery Plan testing and implementation.
<b>T</b>	
<b>TANF</b>	See <i>Temporary Aid to Needy Families</i> .
<b>TANF Reauthorization</b>	The reauthorization of TANF - California's CalWORKs Program – in which, effective October 1, 2006, Congress is requiring States and counties to meet a 50% work participation rate. This means that 50% of CalWORKs aided adults (with limited federal exceptions), as well as Sanctioned adults, and time-limited adults who have exceeded the 60-month TANF time limit, need to be working or in a WtW activity.
<b>Task(s)</b>	Activities to be performed by Contractor under this Agreement including those identified as a numbered Task or Subtask in Exhibit A (Statement of Work (SOW) and Technical Exhibits).
<b>TCP/IP</b>	See <i>Transmission Control Protocol/Internet Protocol</i> .
<b>Temporary Aid To Needy Families (TANF)</b>	Federally funded cash assistance program for needy families.
<b>Term</b>	The Term of this Agreement which contains the Initial Term and any exercised Extended Term option periods.
<b>Terminal Emulation 3270</b>	Software application for connecting Windows PC users to IBM zSeries (S/390) mainframe, IBM iSeries (AS/400), UNIX and other Windows systems via TCP/IP.

<b>Termination Notice</b>	A written notice of termination delivered by one Party(ies) to another.
<b>The Next Generation (TNG)</b>	Automation point that is used to monitor GEARS mainframe databases.
<b>Third Party(ies)</b>	A person or entity other than the Party(ies) (including any County employee or Contractor employee) to this Agreement.
<b>Time Clock</b>	A defined period of time in which a Participant is eligible for a particular set of services. This time period is tracked within the System.
<b>Title VI of the Federal Civil Rights Act of 1964</b>	An Act which is found at 42 U.S.C. Section 2000d et seq.
<b>Title VII of the Federal Civil Rights Act of 1964</b>	An Act which is found at 42 U.S.C. Section 2000e et seq.
<b>TNG</b>	See <i>The Next Generation</i> .
<b>Tools</b>	All know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used by Contractor in performing the Services hereunder which are: (i) owned by Contractor prior to the Effective Date; (ii) trade secrets or proprietary information of the Contractor; or (iii) developed or created by or on behalf of the Contractor without reference to or use of the intellectual property or proprietary information of the County or otherwise owned or licensed by the County.
<b>Topology</b>	The logical or physical arrangement of stations on a network in relation to one another.
<b>Transaction</b>	A unit of work performed by the mainframe using CICS initiated by a single request to the mainframe made by an end-user at a workstation pressing an enter, program function, program attention, or clear key in only the production or quality control environment, however SuperNatural Ad hoc requests are not transactions, regardless of the environment in which they are made. Any key pressed in the test environment is not a transaction.
<b>Transition (Entrance) Plan</b>	A plan which outlines Tasks, Subtasks, timelines, responsibilities, dependencies, Deliverables, including System Transition procedures of the System, and Acceptance Test procedures for each Service.
<b>Transitional Subsidized Employment (TSE)</b>	A subsidized work experience assignment providing Participant job skills training which transits Participant to an unsubsidized employment.

<b>Transmission Control Protocol/Internet Protocol (TCP/IP)</b>	The suite of communications protocols used to connect hosts on the Internet. TCP/IP uses several protocols, the two main ones being TCP and IP. TCP/IP is built into the UNIX operating system and is used by the Internet, making it the de facto standard for transmitting data over networks. Even network operating systems that have their own protocols, such as Netware, also support TCP/IP.
<b>Transportation</b>	Payments issued to Participants for travel to and from WtW activities and/or employment.
<b>TSE</b>	See <i>Transitional Subsidized Employment</i> .
<b>Turnover/Transition (Exit) Plan</b>	As set forth in more detail in Exhibit A (Statement of Work (SOW) and Technical Exhibits), a plan which provides a detailed description of the System procedures/processes, documentation and files required to transfer all System Software including Source Code and Object Code of the System Application Software, and the transfer schedule of the System to County or its designee prior to the expiration or termination of the Agreement.
<b>U</b>	
<b>UAT</b>	See <i>User Acceptance Testing</i> .
<b>UML</b>	See <i>Unified Modeling Language</i> .
<b>Unified Modeling Language (UML)</b>	The industry standard language for specifying, visualizing, constructing and documenting the artifacts of software systems.
<b>United States Postal Services</b>	An independent, self-supporting federal agency formed to run the Post Office, established on July 1, 1971, by the Postal Reorganization Act.
<b>Updates</b>	Any upgrades, updates, revisions, bug fixes, Deficiency fixes, error corrections, patches, and Third Party software upgrades to the System.
<b>Uptime</b>	The amount of time, measured in hours or fractions thereof, that the System is in full operation during a specified time period as set forth in Exhibit A (Statement of Work (SOW) and Technical Exhibits), Technical Exhibit 1A (County Performance Requirements Standards (PRS)).
<b>User(s)</b>	Individual(s) who use the System to perform a business activity.

<b>User Acceptance Test (UAT)</b>	One of the final stages of a software project which will be performed before the System is accepted by County. Users of the System will be actively involved in the test procedure and the tests may be based on the User requirements specification or SOR, which the System should conform to. A formal test plan will be drawn up and a range of severity levels devised, usually from simple problems (e.g., spelling mistakes, cosmetic problems, etc.) right through to major problems (e.g., the software crashing, software will not run, etc.). Results of such a test procedure will allow both Users and developers to be confident that the System will work.
<b>User Contract</b>	Required User policy form to be signed by all Contractor staff to safeguard the integrity of all County systems.
<b>USPS</b>	See <i>United States Postal Services</i> .
<b>V</b>	
<b>VOC</b>	See <i>Vocational Training</i> .
<b>Vocational and Career Assessment (ASM)</b>	An activity where a Participant and an assessor develop an employment plan using the Participant's existing educational level, employment experience, employment goals, and vocational assessment test results. The employment plan shall specify the employment goal to be attained under the GAIN program, as well as the service(s) needed to achieve the employment goal, including counseling/treatment services to remove barriers caused by mental health, substance abuse, or domestic violence problems.
<b>Vocational Training (VOC)</b>	A service offered if the vocational assessment employment plan specifies that vocational education or training is needed to achieve a Participant's employment goal. The primary goal for assigning a Participant to these services is to improve his existing skills or obtain new skills required to move a Participant into full-time employment.
<b>W</b>	
<b>Wage-Based Community Services (WCS)</b>	An activity in which a Participant receives salaried experience in a public or non-profit agency. WCS helps a Participant enhance and/or acquire job skills related to the Participant's employment goal and provide the Participant with the opportunity to acquire employment references to use when seeking salaried employment.
<b>WAN</b>	See <i>Wide Area Network</i> .
<b>WBS</b>	See <i>Work Breakdown Structure</i> .
<b>WCS</b>	See <i>Wage-Based Community Services</i> .
<b>WebSphere Studio Application Developer (WSAD)</b>	An application used to develop GEARS web. This software is also used for testing application servers and to debug web applications.

<b>Welfare-to-Work (WtW)</b>	A federally mandated program that is administered by the CalWORKs program and the GAIN program. This program seeks to provide social services that enable a Participant to become self-sufficient and find living wage employment.
<b>WEX</b>	See <i>Work Experience</i> .
<b>WFMC</b>	See <i>Workflow Management Coalition</i> .
<b>WIA</b>	See <i>Workforce Investment Act of 1988</i> .
<b>Wide Area Network (WAN)</b>	Computer network that spans a relatively large geographical area. Typically, a WAN consists of two or more local-area networks (LANs). Computers connected to a wide-area network are often connected through public networks, such as the telephone system. They can also be connected through leased lines or satellites. The largest WAN in existence is the Internet.
<b>Windows Open Services Architecture (WOSA)</b>	An architecture and set of Application Programming Interfaces (APIs) that position Windows as a universal client. It standardizes the Interfaces that developers can use in accessing underlying network services.
<b>Work</b>	Any and all Tasks, Subtasks, Deliverables, goods and Services provided or to be provided by or on behalf of Contractor pursuant to this Agreement.
<b>Workaround</b>	A temporary solution that Contractor or County can implement in the event of an incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to County an acceptable level of business operations functionality until a permanent resolution can be implemented.
<b>Work Breakdown Structure (WBS)</b>	A Deliverables oriented list of activities which organizes, defines, and graphically displays the total work to be accomplished in order to achieve the final objectives of a Project.
<b>Work Experience (WEX)</b>	A work assignment in which a Participant receives non-salaried experience in a public or private nonprofit agency. Work experience assignments provide training in appropriate work behavior skills, the acquisition of new skills, the enhancement of existing skills or recently acquired skills, and employment references to use when seeking salaried employment.
<b>Workflow Management Coalition (WFMC)</b>	Founded in 1993, a nonprofit international organization of workflow vendors, users, analysts and university research groups. WFMC's mission is to promote and develop the use of workflow technology through the establishment of standards for software terminology, interoperability and connectivity between workflow products.

<b>Workforce Investment Act of 1998 (WIA)</b>	An Act which is found at 29 U.S.C. Section 2801 et seq.
<b>Work Product(s)</b>	All works of authorship fixed in any tangible medium of expression including, without limitation, computer programs, formulae, processes, algorithms, designs, inventions, methods, discoveries, concepts, improvements, ideas, know how, techniques, and all intermediate and partial versions thereof, as well as all Source Code, Object Code, documentation, Specifications, Materials, program materials, System Application Software, flow charts, pictorial materials, schematics, apparatus, other creations, and other like items, whether or not patented or patentable or subject to copyright, or otherwise protected by law, that are created, invented or conceived for the use of County or by use of Contractor for the benefit of County in connection with this Agreement: (i) by any Contractor personnel, where "personnel" includes employees, contractors (including, in the case of Contractor, Subcontractors/subcontractors), agents and the like; or (ii) any person who was an employee of County and then became an employee of Contractor or any of its contractors (including Subcontractors/subcontractors) or agents, where, although creation or reduction-to-practice is completed while the person is an employee of Contractor or such contractors (including Subcontractors/subcontractors) or agents, any portion of the same was created, invented or conceived by such person while an employee of County. Work Product does not include Tools, Commercially Available Software, or customizations of Commercially Available Software under this Agreement, the transfer of which is prohibited by the Commercially Available Software Third Party licensor.
<b>WOSA</b>	See <i>Windows Open Services Architecture</i> .
<b>WSAD</b>	See <i>WebSphere Studio Application Developer</i> .
<b>WtW</b>	See <i>Welfare-to-Work</i> .
<b>X</b>	
<b>XPG</b>	See <i>Expungement</i> .
<b>Y</b>	
<b>Z</b>	



## **Exhibit L — Individual's Assignment and Transfer of Copyright**

### **Contractor Employee**

I have entered into a written employment agreement with Electronic Data Systems Corporation ("Contractor"), which provides in part that: (i) I have assigned to Contractor, its successors and assigns, my entire right, title and interest in and to patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations created or developed during my employment which relate in any way to Contractor's business (excluding intellectual property developed entirely on my own time without using Contractor's equipment, supplies, facilities or confidential information, and which neither relate to Contractor's business, nor result from any work performed by or for Contractor); (ii) Contractor may, pursuant to the agreement described below ("Agreement"), including but not limited to Paragraph 11, assign such patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations to County, its successors and assigns; and (iii) these provisions of said written employment agreement survive my termination of employment with Contractor. Upon my request and at any time prior to my signature on this Exhibit L (Individual's Assignment and Transfer of Copyright), Contractor will readily provide me with a copy of the relevant portions of this Agreement for my review.

Without limiting the generality of the foregoing, the aforesaid assignment contained in a written employment agreement with Contractor includes, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise in such patents, patent applications, copyrights, trade secrets and other intellectual property rights in any innovations created or developed during my employment which relate in any way to Contractor's business (excluding intellectual property developed entirely on my own time without using Contractor's equipment, supplies, facilities or confidential information, and which neither relate to Contractor's business, nor result from any work performed by or for Contractor).

### **Individual or Entity Other than Contractor Employee**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual or entity ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all items owned by County as set forth in the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof that are owned by County as set forth in the Agreement described below (collectively, the "Works").

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise in such Works.

Contractor, Electronic Data Systems Corporation, and Grantee, County of Los Angeles, California, have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for GAIN Employment Activity and Reporting System (GEARS), dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time.

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name:

\_\_\_\_\_

Grantor's Printed Position:

\_\_\_\_\_

## Exhibit M — Contractor's Assignment and Transfer of Copyright

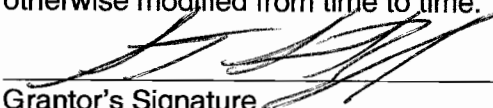
For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all items owned by County as set forth in the agreement described below ("Agreement"), including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof that are owned by County as set forth in the Agreement described below (collectively, the "Works").

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise in such Works.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_

for GAIN Employment Activity and Reporting System (GEARS), dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time.

  
\_\_\_\_\_  
Grantor's Signature

06/12/08  
\_\_\_\_\_  
Date

Grantor's Printed Name: Stuart L. Bailey

Grantor's Printed Position: Vice President, State and Local Government Health Services West

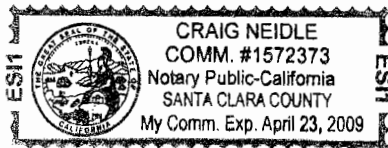
# Exhibit N — Notary Statement for Assignment and Transfer of Copyright

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 06/20/2008 before me, Craig Neidle, Notary Public,  
personally appeared Shawn L. Bailey

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

A handwritten signature in dark ink, appearing to read 'C Neidle', written over a horizontal line.

## Exhibit O — County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name: Electronic Data Systems Corporation (EDS)		
Company Address: 2633 Camino Ramon, Suite 500		
City: San Ramon	State: CA	Zip Code: 94583
Telephone Number: 1 925 858 0231		
Solicitation For <u>RFP# ESD-07-01</u> Services: GAIN Employment Activity and Reporting System (GEARS)		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

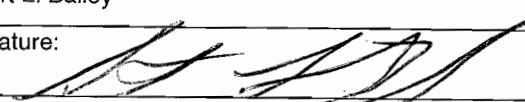
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Stuart L. Bailey	Title: Vice President, EDS State and Local Government
Signature: 	Date: 06/19/08

## **Exhibit P — Safely Surrendered Baby Law**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

## Exhibit Q — Charitable Contributions Certification

Electronic Data Systems Corporation (EDS)  
Company Name

2633 Camino Ramon; Suite 500, San Ramon, California 94583  
Address

75-2548221 / 75-2714824  
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature

06/19/08  
Date

Stuart L. Bailey  
EDS Vice President, State and Local Government  
  
Name and Title of Signer (please print)

## **Exhibit R — EDS/Los Angeles County Background Investigation Guidelines**

EDS shall conduct pre-assignment drug screening and background investigations for all new employees that are assigned to GEARS as noted below:

EDS considers the results of any background investigation results on a case-by-case basis and in compliance with applicable law. Candidates and/or employees that EDS wants to assign to the Los Angeles County GEARS Project Office, Help Desk and Mail Management Facility must pass the background investigation.

Pre-employment drug screening (hair analysis) - Urine collections are permitted only in cases (1) where applicants do not have enough hair for a proper collection; (2) if hair collections are not permitted under the applicant's religion (documented by a religious leader from a recognized organization); or (3) hair analysis is not permitted under applicable State law (e.g., Maine, Hawaii, Iowa). If the employee fails the drug screening, the employee shall not be assigned to GEARS.

### **Background investigations:**

- Criminal history check (felony and misdemeanor) - seven (7) years to include every address lived/worked/gone to school – employees with a criminal conviction if the nature of conviction is related to the employee's intended job responsibilities (e.g. crimes of moral turpitude, embezzlement or welfare fraud) shall not be assigned to GEARS.
- Federal criminal history check – seven (7) years to include jurisdiction where applicant has lived the longest - employees with any criminal conviction if the nature of conviction is related to the employee's intended job responsibilities (e.g. crimes of moral turpitude, embezzlement or welfare fraud) shall not be assigned to GEARS.
- Credit check - Results are considered derogatory if the employee has three or more accounts currently Past Due with a cumulative total of \$3,000 or more currently Past Due. In the event of a derogatory credit check, depending on the nature of the services the employee shall not be assigned to GEARS.
- Education verification (highest level achieved) - If the background investigation reveals falsification of application information then the employee shall not be assigned to GEARS.
- Employment verification – seven (7) years- If the background investigation reveals falsification of application information then the employee shall not be assigned to GEARS.
- SSN trace - Trace is used to verify the identity of the employee.
- Denied Parties List check - Includes the most common lists from various US agencies as well as international sources. Checks US and foreign sanctions and watch lists. If an employee name appears on any of the lists contained in the Denied Parties List Check, a confirmatory investigation is conducted in order to validate that the name on the list is actually that of the employee. If the identity appearing on the list is a match to the identity of the employee, employee shall not be assigned to GEARS.

## **Exhibit R - EDS/Los Angeles County Background Investigation Guidelines**

EDS does not typically conduct random drug screening; however, EDS does conduct drug tests based on reasonable suspicion. No detailed results will be provided to the client or other third parties.

### **Drug Screening Protocol:**

- Hair specimens are tested for illegal drug use (5 panel test) during the 90-day period immediately prior to the collection.
- Initial screening of hair specimens is conducted using radioimmunoassay (RIA).
- Initial positive results are confirmed by gas chromatography/mass spectrometry (GC/MS).
- Each hair specimen is assayed for the presence of the following compounds at the cutoff levels indicated:

<b>PANEL</b>	<b>INITIAL RIA CUTOFF LEVEL</b>	<b>CONFIRMATORY GC/MS CUTOFF LEVEL</b>
Cocaine	5 ng / 10 mg	5 ng / 10 mg
Opiates	5 ng / 10 mg	5 ng / 10 mg
Phencyclidine (PCP)	3 ng / 10 mg	3 ng / 10 mg
Amphetamines (including Ecstasy)	5 ng / 10 mg	5 ng / 10 mg
Marijuana	2 ng / gm	1 pg / 10 mg

**Exhibit S — County's Request for Proposal for GAIN  
Employment Activity and Reporting System (GEARS)**

**Attached by Reference**

**Exhibit T — Contractor's Proposal for GAIN Employment  
Activity and Reporting System (GEARS)**

**Attached by Reference**



## Exhibit U - IRS Notice 1015



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2006)

#### Have You Told Your Employees About the Earned Income Credit (EIC)?

##### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

##### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

##### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

##### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

##### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

##### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)  
Cat. No. 200591



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## **Exhibit V — Listing of Contractors Debarred in Los Angeles County**

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)