County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PATRICIA S. PLOEHN, LCSW
Director

Board of Supervisors
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MICHAEL D. ANTONOVICH
Fifth District

March 16, 2010

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

Dear Supervisors:

REQUEST TO APPROVE A CONTRACT WITH INTERNATIONAL BUSINESS MACHINES CORPORATION TO PROVIDE TECHNICAL SUPPORT FOR MAINTAINING THE CALIFORNIA STATE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

Requesting your Board's approval of a contract with International Business Machines Corporation to provide technical support to maintain the California State Child Welfare Services/Case Management System (CWS/CMS) used to support child welfare operations.

CIO RECOMMENDATION:

APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract with International Business Machines Corporation to provide technical support to maintain the CWS/CMS. The term of the Contract will begin on April 1, 2010 and shall expire on March 31, 2011 with three (3) one-year optional periods and one (1) six-month optional period. The Maximum Contract Sum for the period of April 1, 2010 through March 31, 2011 is $150,000 and will be financed using 50 percent ($75,000) Federal revenue, 35 percent ($52,500) State revenue, and 15 percent ($22,500) Net County Cost (NCC). The Maximum Annual Contract Sum for each of the three (3) optional years is $150,000, and will be financed using 50 percent ($75,000) Federal revenue, 35 percent ($52,500) State revenue, and 15 percent ($22,500) NCC. The Maximum Contract Sum for the fourth, and final optional term, is $75,000 and will be financed using 50 percent ($37,500) Federal revenue, 35 percent ($26,250) State revenue, and 15 percent ($11,250) NCC. The Maximum Contract Sum is $675,000, if all options to extend are exercised, and will be financed using 50 percent ($337,500) Federal revenue, 35 percent ($236,250) State revenue, and 15 percent ($101,250) NCC. Sufficient funding is included in the Department's Fiscal Year (FY) 2009-10 Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

IBM Global Services, now known as International Business Machines Corporation, was selected by the State to enhance and maintain the CWS/CMS, a mandated statewide system that is extensively used by counties to support child welfare operations. The State has maintained an exclusive contract with IBM Global Services, now known as International Business Machines Corporation (IBM), since December 2001 to provide these services to the State. The State and Federal governments allow the Department of Children and Family Services (DCFS) to contract exclusively with IBM for county-specific technical support of CWS/CMS.

The State will be implementing the Child Welfare Services Web application, which will probably occur toward the end of the potential four year and six month term of this proposed Contract. Depending on the circumstances closer to the time of implementation, DCFS may either no longer require IBM's services under this Contract or may need to extend the term of the Contract.

The recommended actions will allow DCFS to obtain all necessary Moves, Adds, and Changes (MAC) services, support for the daily download to the Department's data warehouse, known as County Access to Data (CAD), and provide access and use to CWS/CMS. Access to CWS/CMS data will be severely hampered and the ability to serve the needs of the public and protect the children of Los Angeles County will be diminished without approval of the recommended actions.

Implementation of Strategic Plan Goals

The recommended action will provide case management proficiency and organization efficiency in delivering services to the public, and is therefore consistent with the principles of the Countywide Strategic Plan Goal No. 1, Operational Effectiveness and Goal No. 2, Children, Family and Adult Well-Being.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the period of April 1, 2010 through March 31, 2011 is $150,000 and will be financed using 50 percent ($75,000) Federal revenue, 35 percent ($52,500) State revenue, and 15 percent ($22,500) NCC. The Maximum Annual Contract Sum for each of the three (3) optional years is $150,000, and will be financed using 50 percent ($75,000) Federal revenue, 35 percent ($52,500) State revenue, and 15 percent ($22,500) NCC. The Maximum Contract Sum for the fourth, and final optional term, is $75,000 and will be financed using 50 percent ($37,500) Federal revenue, 35 percent ($26,250) State revenue, and 15 percent ($11,250) NCC. The Maximum Contract Sum is $675,000, if all options to extend are exercised, and will be financed using 50 percent ($337,500) Federal revenue, 35 percent ($236,250) State revenue, and 15 percent ($101,250) NCC. Sufficient funding is included in the Department's FY 2009-10 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the California Welfare Institutions Code (WIC) Section 16501, the State was required to develop and use a statewide system to be used by counties to support child welfare operations. The CWS/CMS system was made possible through federal funds (45 CFR 1355.53) and is currently being extensively used by social workers in all California counties. Based on a 1992 State agreement, IBM is the only firm authorized to move, add or change network components, (servers and printers); certify workstation software images; and to provide daily downloads of data for counties in California, thus ensuring that the integrity of CWS/CMS is maintained by a single vendor who is entirely responsible for maintaining contractual system performance and service levels. If a county were to procure these services from another vendor, it could imperil the State's ability to ensure that CWS/CMS meets statutory requirements.

Since December 12, 2000, your Board has approved sole source contracts with IBM for the provision of services which are now being performed under the current Agreement Number 75786, which expires on March 31, 2010. All prior contracts and this proposed Contract contain provisions that were originally agreed to through protracted negotiations involving DCFS, County Counsel and IBM. During current negotiations, DCFS agreed to a deviation in the insurance provision. In Section 18.0, Insurance, Subsection 18.1.4, Failure to Maintain Insurance, DCFS agreed to exclude language specifying the County's discretion to obtain damages from Contractor resulting from breach of providing acceptable insurance within thirty (30) calendar days from the date of expiration of policy. In consideration of the foregoing, the limited scope of services to be performed, the risk allocation existing under the current Contract, and this Contract as proposed is both necessary and reasonable.

The term of the Contract will begin on April 1, 2010 and expire on March 31, 2011 with three (3) one-year optional periods and one (1) six-month optional period. The total cost of the Contract is $675,000 for the four-year and six-month term.

County Counsel has approved the proposed Contract as to form. The Chief Information Officer (CIO) recommends approval of this Contract (See Attachment I). The Contract is included as Attachment II.

CONTRACTING PROCESS

This is a sole source procurement by negotiation, performed in accordance with the County's policy for sole source. These services fall under the jurisdiction of the Office of Systems Integration (OSI) of the California Health and Human Services Agency. OSI has approved DCFS' four-year six-month plan to continue receiving CWS/CMS support services from IBM Corporation or until the implementation of the CWS Web Application is completed. The proposed Contract is essentially the same contract your Board has approved in prior years.

DCFS has determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to this Contract.

IMPACT ON CURRENT SERVICES

Approval of the proposed Contract will allow the County to continue to ensure immediate and complete access to critical case information, provide updates to that information, and perform basic essential tasks to ensure the well being of children and families maintained in the CWS/CMS system.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send adopted copies of this Board Letter and Contract to:

1. Department of Children and Family Services
   Contracts Administration Division
   Attention: Kimberly A. Foster, Senior Manager
   425 Shatto Place, Room 400
   Los Angeles, CA 90020

2. Office of County Counsel
   Attention: Daisy Torres, Secretary
   648 Kenneth Hall of Administration
   500 West Temple Street, Suite 602
   Los Angeles, CA 90012

3. Catherine Mori
   CWS/CMS Project Executive
   International Business Machines Corporation
   3775 North Freeway Boulevard
   Sacramento, CA 95834

4. Chief Information Office
   Attn: Richard Sanchez, Chief Information Officer
   493 Kenneth Hahn Hall of Administration
   500 W. Temple St.
   Los Angeles, CA 90012

Respectfully submitted:

Trish Ploehn
PATRICIA S. PLOEHN, LCSW
Director

Reviewed by:

Richard Sanchez
RICHARD SANCHEZ
Chief Information Officer

PSP:KAF:RML:jar

Attachments (2)

c: Chief Executive Office
   County Counsel
   Executive Officer, Board of Supervisors

ATTACHMENT I

CIO ANALYSIS

AGREEMENT WITH INTERNATIONAL BUSINESS MACHINES CORPORATION TO PROVIDE TECHNICAL SUPPORT SERVICES FOR THE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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:** 12 **Months** **# of Option Yrs** 3yrs-6months

Contract Components:

☐ **Software** ☐ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: Susan Kerr, Senior Deputy Director

Budget Information :

Y-T-D Contract Expenditures	0
Requested Contract Amount	$675,000
Aggregate Contract Amount	$675,000

Project Background:

Yes	No	Question
☒	☐	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 50% Federal, 35% State, and 15% County with approval from State/Federal.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Probation/Child Support Services

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☐	☒	Does the project's technology solution comply with County of Los Angeles IT Directions Document? CWS/CMS uses client/server technologies not consistent with the County's I/T direction. However, CWS/CMS is a State-mandated system and there is no alternative.
☐	☒	Does the project technology solution comply with preferred County of Los Angeles IT Standards? See previous item.

☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The proposed Agreement with International Business Machines Corporation (IBM) provides the Department of Family Services (DCFS) with technical support services to maintain the Child Welfare Services/Case Management System (CWS/CMS). Two types of services are provided: (a) moves, additions, changes (MACs) and upgrades for CWS/CMS hardware/software, and (b) support services associated with the daily extraction of County data from CWS/CMS to DCFS. The base contract is twelve months with three (3) one-year optional extensions and one (1) six-month extension for a maximum contract sum of $675,000.

Background:

CMS/CWS is mandated by Section 16501.5 of the California Welfare and Institutions Code. In 1992, the State of California Department of Health and Human Services awarded a competitively bid contract to IBM for the design, implementation and operation of the CWS/CMS system. The Agreement is still in effect and IBM is the sole vendor contracted by the State to perform these required services. The State and federal government allow DCFS to contract exclusively with IBM for County specific support of CWS/CMS. The current Agreement (No.75786) for these services expires on March 31, 2010.

Project Justification/Benefits:

The State-operated CWS/CMS is a critical component in DCFS' ability to perform needed services to children and families in Los Angeles County. Convenient access to CWS/CMS and the timely download of system data are essential for DCFS staff to perform these services. This Agreement is also needed to accommodate DCFS' organizational changes that require the addition/relocation of system users, and the ability to retrieve data, statistical information, and reports.

Project Metrics:

The County's Program Manager will evaluate the success of the project through completion of MACs in a timely manner, as well as timely and accurate delivery of data downloads.

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

If the proposed Agreement is not approved, DCFS' access to the CWS/CMS application may be impacted. Also, problems encountered with equipment upgrades performed by the State will not be addressed and corrected, resulting in significantly reduced levels of service.

Alternatives Considered:

DCFS is mandated to use the statewide system and IBM is the current sole State vendor providing ongoing maintenance and operations. There are no other alternatives.

Project Risks:

The potential risks of this proposed Agreement are relatively small, given the limited scope of work to be performed, the vendor's familiarity in performing these services, and the established Service Level Agreement between the vendor and the State.

Risk Mitigations:

None

Financial Analysis:

The Maximum Contract Sum for the Agreement is $675,000, if all optional extensions are exercised. The Agreement will be financed using 50 percent ($337,500) Federal revenue, 35 percent ($236,250) State revenue, and 15 percent ($101,250) NCC. DCFS represents that sufficient funding is included in the Department's FY 2009-2010 Proposed Budget.

CIO Concerns:

The CIO has no concerns with approval of the Agreement.

CIO Recommendations:

The Chief Information Office recommends that your Board approve this Agreement.

CIO APPROVAL

Date Received: 2/23/2010

Prepared by: Gene A. Franklin Sr.

Date: 2/23/2010

Approved:

Date: 2-23-10

ATTACHMENT II

AGREEMENT

by and between

COUNTY OF LOS ANGELES

and

INTERNATIONAL BUSINESS MACHINES CORPORATION

for

MOVES, ADDS AND CHANGES, AND COUNTY ACCESS TO DAILY DOWNLOAD FOR THE CALIFORNIA STATE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)

for the

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

April 2010

TABLE OF CONTENTS

SECTION		PAGE
1.0	APPLICABLE DOCUMENTS	2
2.0	ADMINISTRATION OF AGREEMENT - COUNTY	6
3.0	ADMINISTRATION OF AGREEMENT - CONTRACTOR	9
4.0	WORK	12
5.0	TERM	13
6.0	BUDGET REDUCTION	13
7.0	CHANGE NOTICES, AMENDMENTS, AND STATEMENTS OF WORK	13
8.0	MAXIMUM CONTRACT SUMS	15
9.0	INVOICES AND PAYMENTS	16
10.0	WARRANTIES	17
11.0	CRIMINAL BACKGROUND DISQUALIFICATION	20
12.0	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	21
13.0	WARRANTY AGAINST CONTINGENT FEES	21
14.0	TERMINATION FOR GRATUITIES	21
15.0	INDEPENDENT CONTRACTOR STATUS	22
16.0	SUBCONTRACTING	22
17.0	INDEMNIFICATION	24
18.0	INSURANCE	25
19.0	LIMITATION ON LIABILITY	29
20.0	RECORDS AND AUDITS	29
21.0	DISCLOSURE OF INFORMATION	30
22.0	PROPRIETARY CONSIDERATIONS	31
23.0	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	34
24.0	COMPLIANCE WITH APPLICABLE LAW	35
25.0	FAIR LABOR STANDARDS	35
26.0	NONDISCRIMINATION AND AFFIRMATIVE ACTION	35
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION	37
28.0	CAPTIONS AND SECTION HEADINGS	37
29.0	WAIVER	37
30.0	GOVERNING LAW, JURISDICTION, AND VENUE	37
31.0	SEVERABILITY	38
32.0	HIRING OF EMPLOYEES	38
33.0	TERMINATION FOR DEFAULT	38
34.0	TERMINATION FOR CONVENIENCE	39
35.0	COUNTY AUDIT SETTLEMENTS	40
36.0	CONFLICT OF INTEREST	40
37.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	40
38.0	AUTHORIZATION WARRANTY	41
39.0	NOTICES	41
40.0	DELIVERY AND RISK OF LOSS	42
41.0	ACCESS TO COUNTY FACILITIES	42
42.0	COUNTY FACILITY WORK SPACE	43
43.0	WARRANTY PASS THROUGH	43
44.0	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES	43

45.0 PHYSICAL ALTERATIONS 43
46.0 DISPUTE RESOLUTION PROCEDURE 44
47.0 NO THIRD PARTY BENEFICIARIES.....45
48.0 RESTRICTIONS ON LOBBYING.....45
49.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER 45
50.0 ARM'S LENGTH NEGOTIATIONS 45
51.0 SURVIVAL 46
52.0 CONFIDENTIALITY 46
53.0 TERMINATION FOR IMPROPER CONSIDERATION.....47
54.0 TIME IS OF THE ESSENCE.....47
55.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT.....48
56.0 COUNTY'S QUALITY ASSURANCE PLAN.....48
57.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT...48
58.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT 48
59.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 49
60.0 PRIORITY HIRING OF COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON RE-EMPLOYMENT LISTS.....51
61.0 SAFELY SURRENDERED BABY LAW 51
62.0 REGULATORY REQUIREMENTS 52

EXHIBITS **PAGE**

Exhibit A - PRICE SCHEDULE FROM THE STATE AGREEMENT A1

Exhibit B - CONTRACTOR's Equal Employment Opportunity (EEO) Certification..... B1

Exhibit C - Statements of Work..... C1

Exhibit D - Schedule of STATE Approved Subcontractors..... D1

Exhibit E - Sample Statement of Work E1

AGREEMENT

This Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles (hereafter "COUNTY") and International Business Machines Corporation (hereafter "CONTRACTOR"), with regard to the following recitals ("Recitals"):

1. WHEREAS, the implementation and utilization of the statewide Child Welfare Services/Case Management System ("CWS/CMS") is mandated by, inter alia, California Welfare and Institutions Code section 16501.5;

2. WHEREAS, the State of California (hereafter "STATE") selected CONTRACTOR, through a competitive bid process, as the vendor to develop, design, and maintain CWS/CMS, including but not limited to the application software and hardware infrastructure;

3. WHEREAS, on or about January 24, 1992, CONTRACTOR and the STATE entered into a written contract (contract number 31091), which expires on July 31, 2011 for, *inter alia*, development, design, and maintenance of CWS/CMS (referred to hereafter as the "STATE Agreement," inclusive of any duly authorized amendment, modification, renewal, or successor agreement between the STATE and CONTRACTOR);

4. WHEREAS, on or about December 31, 1996, the STATE and CONTRACTOR agreed on specifications for CWS/CMS, as required in the STATE Agreement, in the deliverable document, "D51A – ISSC CWS/CMS Service Level Agreement", dated February 14,1997 (hereafter, the "Service Level Agreement"), inclusive of any duly authorized amendment, modification, renewal, or successor Service Level Agreement between the STATE and CONTRACTOR;

5. WHEREAS, CONTRACTOR is the only vendor authorized by the STATE's Health and Human Services Data Center (previously the STATE Health and Welfare Agency Data Center; hereafter "HHSDC") to make modifications and changes to CWS/CMS application software and hardware infrastructure;

6. WHEREAS, pursuant to the STATE Agreement, Section 28 (Warranty), CONTRACTOR warrants that CWS/CMS will operate in accordance with the functional and service level specifications agreed to by the STATE and CONTRACTOR;

7. WHEREAS, pursuant to the STATE Agreement, CONTRACTOR shall provide counties with technical support of CWS/CMS, as well as all necessary equipment, hardware, and software;

8. WHEREAS, the previous system used by the COUNTY's Department of Children and Family Services ("DCFS") contained many features unique to the COUNTY, and which were not included in the basic CWS/CMS application;

9. WHEREAS, moves, adds and changes (MACs) to CWS/CMS, Workstation Checkout, and County Access to Data (CAD) daily download services are necessary to allow DCFS social workers to access and more effectively use the CWS/CMS database in and throughout the COUNTY.

NOW THEREFORE, in consideration of the foregoing Recitals, all of which are incorporated as a part of this Agreement, CONTRACTOR and COUNTY hereby further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Statements of Work

The COUNTY and CONTRACTOR anticipate that various Statements of Work will be added to this Agreement from time to time as per the requirements of Section 6.0 (Change Notices, Amendments, and Statements of Work). The Statements of Work, seriatim and in chronological order, shall collectively constitute Exhibit C - Statements of Work.

1.2 The Agreement

The present document, and Exhibits A, B, C, D, and E, attached hereto and incorporated herein by this reference, collectively form, constitute, and are referred to throughout and hereinafter as the “Agreement.”

1.3 Interpretation

In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any Deliverable and/or other consideration, and/or otherwise, between and/or among the present document and/or the Exhibits, such shall be resolved by giving precedence first to this present document, then to the Exhibits according to the following priority:

1. Exhibit A - PRICE SCHEDULE FROM THE STATE AGREEMENT;
2. Exhibit B - CONTRACTOR's Equal Employment Opportunity (EEO) Certification;
3. Exhibit C - Statements of Work
4. Exhibit D - Schedule of STATE Approved Subcontractors
5. Exhibit E - Sample SOW

1.4 Entire Agreement

This Agreement, as defined in Subsections 1.1, 1.2, and 1.3, shall constitute the complete and exclusive statement of understanding and agreement between COUNTY and CONTRACTOR, which supersedes any and all previous agreements, whether written or oral, and all communications relating to the subject matter of this Agreement, except for the predecessor agreements (COUNTY contract number 73182, 73998 and 75876).

1.5 Definitions

The following terms and phrases in quotes and with an initial letter capitalized shall have the following specific meaning when used in this Agreement, hereinafter and throughout:

1.5.1 Acceptance

"Acceptance" shall mean COUNTY's written approval of any Deliverable provided by CONTRACTOR to COUNTY pursuant to any duly authorized Statement of Work, and pursuant to Section 2.4 (Approval of Deliverables) and Section 2.5 (Approval of Invoices) of this base document.

1.5.2 CONTRACTOR's Project Director

"CONTRACTOR's Project Director" shall have the meaning specified in Subsection 3.1 (CONTRACTOR's Project Director).

1.5.3 CONTRACTOR's Project Manager

"CONTRACTOR's Project Manager" shall have the meaning specified in Subsection 3.2 (CONTRACTOR's Project Manager).

1.5.4 COUNTY

"COUNTY" shall mean the County of Los Angeles, California.

1.5.5 County Access to Data (CAD)

“County Access to Data (CAD)” shall mean the daily download by CONTRACTOR of information updated on a statewide basis and specific to CWS/CMS that the County requires to update information in its database for use specifically by County users of CWS/CMS.

1.5.6 COUNTY's Program Director

"COUNTY's Program Director" shall have the meaning specified in Subsection 2.1 (COUNTY's Program Director).

1.5.7 COUNTY's Program Manager

"COUNTY's Program Manager" shall have the meaning specified in Subsection 2.2 (COUNTY's Program Manager).

1.5.8 CWS/CMS

"CWS/CMS" is as defined in Recital number one, and is synonymous with System. See “System,” Subsection 1.5.19.

1.5.9 DCFS

"DCFS" shall mean COUNTY’s Department of Children and Family Services.

1.5.10 Day(s)

"Day" or “days,” whether singular or plural, whether used with initial capitalization or not, shall mean calendar days and not business or working days, unless otherwise expressly indicated.

1.5.11 Deficiency (ies)

"Deficiency" or “Deficiencies,” whether singular or plural, shall mean and include (1) defect(s) in design, development, implementation, materials, or workmanship; (2) error(s); (3) omission(s); (4) deviation(s) from standards and/or any of the specifications set forth in the applicable Statement(s) of Work; and/or (5) other problem(s) which result in a Deliverable not performing in accordance with the provisions of this Agreement, including, without limitation, Exhibit C - Statements of Work.

1.5.12 Deliverable

"Deliverable" or "Deliverables," whether singular or plural, shall mean any work, task, subtask, deliverable, service, and/ or other consideration to be provided and/or provided by CONTRACTOR to COUNTY under this Agreement, as identified in any Statement of Work which is duly executed and issued pursuant to Section 7.0.

1.5.13 Effective Date

"Effective Date" shall mean April 1, 2010.

1.5.14 Fiscal Year

"Fiscal Year" shall mean the COUNTY's fiscal year, which commences each July 1 and runs through the following June 30.

1.5.15 Maximum Annual Contract Sum

"Maximum Annual Contract Sum" shall mean the maximum monetary amount payable per annum, commencing upon the Effective Date, by COUNTY to CONTRACTOR hereunder, as set forth in Subsection 8.1 (MAXIMUM CONTRACT SUMS - General).

1.5.16 Maximum Contract Sum

"Maximum Contract Sum" shall mean the maximum monetary amount payable, during the term of this contract, commencing upon the Effective Date, by COUNTY to CONTRACTOR hereunder, as set forth in Subsection 8.2 (MAXIMUM CONTRACT SUMS – Maximum Contract Sum).

1.5.17 Moves, Adds, and Changes (MAC)

"MAC" or "MACs," whether singular or plural, shall mean the activity of making changes to key components of the STATE's CWS/CMS infrastructure located in COUNTY sites; in particular the CWS/CMS server hardware, CWS/CMS server software, and configuration of CWS/CMS server connections to the CWS/CMS network.

The STATE HHSDC prepared and published a CWS/CMS project document entitled "Moves, Adds, & Changes (MAC) Plan", dated 10/15/99, that says, "Types of CWS/CMS MACs include: add equipment to a site, move a site to a new location, change the configuration or equipment at a site, delete equipment from a site, or close a site." All MACs shall be in compliance with said CWS/CMS project document.

Changes to COUNTY CWS/CMS infrastructure that require key System component MAC services to be provided by CONTRACTOR shall include: add CWS/CMS servers to a site (add), take down CWS/CMS servers and remove them from a site (delete, close), move CWS/CMS servers from one site to another (move), change CWS/CMS server function through reconfiguration of server software (change), or upgrade CWS/CMS print server software to be able to find new or moved CWS/CMS printers (add or change).

1.5.18 Subcontractor

"Subcontractor" shall mean any person, entity, or organization to which CONTRACTOR proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 16.0 (Subcontracting).

1.5.19 System

"System" shall mean all system software, system hardware, conversions, interfaces, and services, which collectively constitute the STATE's CWS/CMS.

1.5.20 User

"User" shall mean any person or entity authorized by DCFS to access or use the System or any System component.

1.5.21 Working Day(s)

"Working day" or "working days," whether singular or plural, whether used with initial capitalization or not, shall mean 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding COUNTY observed holidays.

1.5.22 Workstation Configuration Checkout

"Workstation Configuration Checkout" shall mean the building and testing of a base CWS/CMS workstation software image that is compatible with the CWS/CMS application and can be used on COUNTY selected and procured workstations that meet minimum CWS/CMS workstation hardware requirements.

2.0 ADMINISTRATION OF AGREEMENT - COUNTY

2.1 COUNTY's Program Director

2.1.1 COUNTY's Program Director for this Agreement shall be the following person:

Cecilia Custodio, Division Chief
Bureau of Information Services
12440 Imperial Highway, Suite 501
Norwalk, CA 90650
Telephone: (562) 345-6609
Fax: (562) 406-2143
E-mail: custoc@dcfs.lacounty.gov

2.1.2 COUNTY shall notify CONTRACTOR in writing of any change in the name or address of COUNTY's Program Director.

2.1.3 COUNTY's Program Director shall be responsible for COUNTY's performance of its tasks and ensuring CONTRACTOR's compliance with this Agreement.

2.1.4 COUNTY's Program Director shall meet or confer with CONTRACTOR's Project Director on a regular basis.

2.1.5 Except as expressly set forth in this Agreement, COUNTY's Program Director is not authorized to make any changes in any of the terms or conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

2.1.6 COUNTY's Program Director shall have the right at all times to inspect any and all work, task(s), Deliverable(s), and/or service(s) provided by or on behalf of CONTRACTOR, upon reasonable notice to CONTRACTOR.

2.2 COUNTY's Program Manager

2.2.1 COUNTY's Program Manager for this Agreement shall be the following person:

Pam Jacobian, Information Systems Manager I
DCFS Business and Information Services
12440 Imperial Highway, Suite 501
Norwalk, CA 90650
Telephone: (562) 345-6605
Fax: (562) 406-2143
E-mail: pjacobian@dcfs.co.la.ca.us

2.2.2 COUNTY shall notify CONTRACTOR in writing of any change in the name or address of COUNTY's Program Manager.

2.2.3 COUNTY's Program Manager shall be responsible for ensuring that any technical standards and requirements of COUNTY's performance under this Agreement are met.

2.2.4 COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

2.2.5 COUNTY's Program Manager shall advise COUNTY's Program Director as to CONTRACTOR's performance in areas relative to

requirements and technical standards, including but not limited to completion criteria for Deliverables in the Statements of Work.

2.3 COUNTY Personnel

Unless otherwise stated in this Agreement, all COUNTY personnel assigned to this Agreement shall be under the exclusive supervision of COUNTY. Except as otherwise provided in this Agreement, CONTRACTOR understands and agrees that all such COUNTY personnel are assigned only for the convenience of COUNTY. CONTRACTOR hereby represents that its price, project schedule, and performance hereunder are based solely on the work of CONTRACTOR's personnel, except as otherwise expressly provided by this Agreement, including but not limited to any Statement of Work.

2.4 Approval of Deliverables

2.4.1 For any and all Deliverables provided by CONTRACTOR to COUNTY, the CONTRACTOR must have the written approval of COUNTY's Program Director and COUNTY's Program Manager, which approval shall be provided or denied in a timely manner considering the circumstances and the procedures set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement, in no event shall COUNTY be liable or responsible for any such payment in the absence of and/or prior to such written approval.

2.4.2 For each Deliverable, COUNTY will provide to CONTRACTOR written approval or disapproval by COUNTY's Program Director and COUNTY's Program Manager within thirty (30) days from delivery to COUNTY's Program Director and COUNTY's Program Manager of such Deliverable, provided that CONTRACTOR provides COUNTY's Program Director and COUNTY's Program Manager with a written notice simultaneously with the delivery of such Deliverable specifying the date on which such Deliverable was delivered to COUNTY's Program Director, and COUNTY's Program Manager and specifying the last date for COUNTY's written approval or disapproval of such Deliverable.

2.4.3 COUNTY's Program Director shall determine if there is any discrepancy between the date specified by CONTRACTOR for COUNTY's approval or disapproval and the time limit set forth in this Subsection 2.4 for such approval or disapproval, and the determination of COUNTY's Program Director as to the correct such date shall be final, subject to Section 46.0 (Dispute Resolution Procedure).

2.4.4 Any written notice of disapproval from COUNTY's Program Director or COUNTY's Program Manager which specifies one or more bases for disapproval shall not be deemed or construed to constitute an

exhaustive itemization of the bases for such disapproval, and shall not limit in any manner at any time prior to any written approval of such Deliverable by COUNTY's Program Director and/or COUNTY's Program Manager, COUNTY's rights subsequently to disapprove such Deliverable on the same basis and/or on another basis.

2.4.5 Notwithstanding any provision to the contrary, any failure to provide and/or delay in providing written approval or disapproval by the COUNTY of any Deliverable shall not be deemed to be an approval and/or a waiver of the right to disapprove.

2.4.6 COUNTY shall approve any Deliverable, consistent with the provisions of this Subsection 2.4, and if the Deliverable strictly complies with its completion and functional criteria in the applicable Statement of Work.

2.5 Approval of Invoices

All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Program Director prior to any payment thereof (less any offsets due to COUNTY), which approval shall be provided or denied in a timely manner not to exceed thirty (30) working days following submission of the invoice following COUNTY's approval of the applicable Deliverable pursuant to Subsection 2.4 (Approval of Deliverables).

3.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 CONTRACTOR's Project Director

3.1.1 CONTRACTOR's Project Director shall be the following person, who shall be a full-time employee of CONTRACTOR:

Catherine Mori
IBM Global Services
3775 North Freeway Boulevard
Sacramento, CA 95834
Telephone: (916) 567-2107
Fax: (916) 567-2116
E-mail: cmori@us.ibm.com

3.1.2 CONTRACTOR's Project Director shall be responsible for CONTRACTOR's performance and assuring CONTRACTOR's compliance with this Agreement.

3.1.3 CONTRACTOR's Project Director shall meet or confer with CONTRACTOR's Project Manager and COUNTY's Program Director on a regular basis.

3.2 CONTRACTOR's Project Manager

3.2.1 CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

John McCready
IBM Global Services
3775 North Freeway Boulevard
Sacramento, CA 95834
Telephone: (916) 567-2189
Fax: (916) 567-2116
E-mail: jmccready@us.ibm.com

3.2.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Subsection 3.4 (Reports by CONTRACTOR).

3.2.3 CONTRACTOR's Project Manager shall meet or confer with COUNTY's Program Director and COUNTY's Program Manager on a regular basis.

3.3 Approval of CONTRACTOR's Staff

3.3.1 The following persons shall be provided by CONTRACTOR and are hereby approved as of the Effective Date by COUNTY, and are deemed to be "Key Staff" for purposes of this Agreement:

Key Staff	Individual
Project Director	Catherine Mori
Project Manager	John McCready
Technical Project Manager	Todd Ingram

3.3.2 CONTRACTOR represents and warrants that it shall, to the maximum extent possible, take all commercially reasonable steps to assure continuity over time of the membership of the group constituting CONTRACTOR's Key Staff, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager.

3.3.3 CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

3.3.4 In fulfillment of its responsibilities under this Agreement, CONTRACTOR shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, and tasks required by this Agreement.

3.3.5 In the event CONTRACTOR should ever need to remove any of its Key Staff from performing work under this Agreement, CONTRACTOR shall provide COUNTY with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with COUNTY on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

3.3.6 All staff employed by and on behalf of CONTRACTOR shall be adults who are fully fluent in both spoken and written English.

3.4 Reports by CONTRACTOR

3.4.1 In order to control expenditures and to provide COUNTY with ongoing information as to any and all Deliverables, CONTRACTOR shall provide COUNTY's Program Director and COUNTY's Program Manager with quarterly written reports, due on January 1, April 1, July 1, and October 1, which shall contain the following information:

A. Period covered by the report;

B. Overview of the reporting period;

C. Any and all Deliverable(s) scheduled for the reporting period which was not completed;

D. Any and all Deliverable(s) for the reporting period which was completed;

E. Any and all Deliverable(s) completed in the reporting period, which was not scheduled;

F. Any and all Deliverable(s) to be completed in the next reporting period;

G. Issues to be resolved;

H. Issues resolved;

I. Summary of project status as of reporting date; and

J. Any other information which COUNTY may from time-to-time require, upon reasonable notice to CONTRACTOR.

3.4.2 CONTRACTOR shall deliver one (1) hard copy of each such quarterly report, together with a formal transmittal letter to COUNTY's Program Manager executed by CONTRACTOR's Project Manager, and CONTRACTOR shall also deliver a second copy of each such report electronically via e-mail.

4.0 WORK

4.1 General

Pursuant to the provisions of this Agreement, CONTRACTOR shall on a timely basis provide, complete, and deliver any and all Deliverables, consisting of CAD, MAC and/or Workstation Configuration Checkout services as set forth in this Agreement, pursuant to duly authorized and executed Statements of Work developed and added to this Agreement as set forth in Section 7.7, and further defined and described in Sections 1.1 and 2.4 of this Agreement.

4.2 Unapproved Work

4.2.1 If CONTRACTOR provides any Deliverable to COUNTY other than those specified in a duly executed Statement of Work, and/or if CONTRACTOR provides such items requiring COUNTY's prior written approval without first having obtained written approval, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY therefore, under this Agreement or otherwise.

4.2.2 Nothing in this Section 4.2 under this Agreement is intended to preclude contractual claims which CONTRACTOR may have on other COUNTY contract(s), which relationship shall be controlled by any such other applicable contract(s).

4.3 Other Work

4.3.1 CONTRACTOR shall perform limited key CWS/CMS component MACs (Moves, Adds, and Changes) to CWS/CMS servers and other infrastructure components located in COUNTY sites in accordance with the terms and conditions set forth in this Agreement.

4.3.2 CONTRACTOR shall provide Workstation Configuration Checkout services in accordance with the terms and conditions set forth in this Agreement.

4.3.3 CONTRACTOR shall provide County Access to Data (CAD) daily download services in accordance with the terms and conditions set forth in this Agreement.

5.0 TERM

5.1 The term of this Agreement shall commence upon the Effective Date, as defined in Sub-section 1.5.13, and shall continue up until and including March 31, 2011, unless terminated earlier or extended, in whole or in part, as provided in this Agreement.

5.2 The COUNTY, by and through the Director of DCFS, shall have the irrevocable option to extend this Agreement for up to three (3) one-year periods and one (1) six-month period through September 30, 2014. The term of this Agreement may be extended by DCFS' Director, so long as CONTRACTOR remains the vendor to the STATE under the STATE Agreement or any successor agreement thereto. The Director of DCFS may exercise the COUNTY's option by advance written notification to the CONTRACTOR.

6.0 BUDGET REDUCTION

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 employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGE NOTICES, AMENDMENTS, AND STATEMENTS OF WORK

7.1 COUNTY and CONTRACTOR reserve the right to change any provision of this Agreement, including but not limited to any Deliverable. Any such change shall be accomplished only as provided in this Section 7.0.

7.2 For any change requested which does not affect the Agreement term, Maximum Contract Sum, or any term or condition included in this Agreement, such change may be effected, but only on mutual consent, by means of a Change Notice executed by COUNTY's Program Director and CONTRACTOR's Project Director.

7.3 For any change requested which does affect the Agreement term, Maximum Contract Sum, or any term or condition included in this Agreement, such shall be valid and enforceable only by a written Amendment to this Agreement duly executed by COUNTY's Board of Supervisors and CONTRACTOR.

7.4 Notwithstanding any other provision of this Section 7.0, to the extent that any extension of time for CONTRACTOR's performance does not impact either the Deliverable or the Maximum Annual Contract Sum, COUNTY's Program Director may, in his sole discretion, grant CONTRACTOR extensions of time in writing, provided that the aggregate of such extensions shall not exceed a total of forty-five (45) days per year.

7.5 Notwithstanding any other provision of this Section 7.0 or Section 34.0 (Termination for Convenience), and subject to all other provisions of this Agreement, DCFS shall take all appropriate actions to carry out any orders of COUNTY's Board of Supervisors relating to this Agreement, and, for this purpose, DCFS is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 34.0 (Termination for Convenience) without further action by COUNTY's Board of Supervisors, (2) prepare and sign Amendments to this Agreement which reduce the scope of work and the Maximum Contract Sum without further action by COUNTY's Board of Supervisors, and/or (3) prepare and sign Statements of Work without further action by COUNTY's Board of Supervisors.

7.6 Such notices of partial or total termination shall be authorized under the following conditions:

A. Notices shall be in compliance with all applicable federal, state, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives;

B. DCFS shall obtain the written approval as to form by the Office of the County Counsel for any notice; and

C. DCFS shall file a copy of all notices with the Executive Office of COUNTY's Board of Supervisors, COUNTY's Purchasing Agent, and COUNTY's Chief Administrative Office within fifteen (15) days after execution of each notice.

7.7 Such Amendments and/or Statements of Work shall be authorized upon and under the following conditions:

A. Amendments and/or Statements of Work shall be in compliance with all applicable federal, state, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives;

B. COUNTY's Board of Supervisors and the STATE have appropriated sufficient funds for purposes of such Amendments, Statements of Work, and/or this Agreement;

C. No Statement of Work shall add to, delete from, and/or otherwise alter any term or condition, or the effect thereof, of this present document, Exhibit A , PRICE SCHEDULE FROM THE STATE AGREEMENT, Exhibit B - CONTRACTOR's Equal Employment Opportunity (EEO) Certification, and/or Exhibit D - Schedule of STATE Approved Subcontractors.

D. Each Statement of Work shall comply in form and substance with Exhibit E -Sample Statement of Work.

F. DCFS shall file a copy of all Amendments and Statements of Work with the Executive Office of COUNTY's Board of Supervisors, and COUNTY's Chief Administrative Office within fifteen (15) days after execution of each Amendment and Statement of Work.

8.0 MAXIMUM CONTRACT SUMS

8.1 General

For each COUNTY Fiscal Year, the Maximum Annual Contract Sum under this Agreement shall be the maximum monetary amount payable per annum by COUNTY to CONTRACTOR for supplying all the Deliverables specified under this Agreement, including any Amendment and/or Statement of Work hereunder. The Maximum Annual Contract Sum authorized by COUNTY for this Agreement, including, without limitation, all applicable taxes, shall not exceed the maximum amount of $150,000 for the period of April 1, 2010 through March 31, 2011 and for each of the three (3) one-year optional periods. The Maximum Contract Sum for the final six (6) month optional period shall not exceed the maximum amount of $75,000.

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement shall be the maximum monetary amount payable by COUNTY to CONTRACTOR for supplying all the Deliverables specified under this Agreement, including any Amendment and/or Statement of Work hereunder. The Maximum Contract Sum authorized by COUNTY for this Agreement, including, without limitation, all applicable taxes, shall not exceed the maximum amount of $675,000 (throughout and hereinafter, the “Maximum Contract Sum”).

8.3 COUNTY's Obligation in Future Fiscal Years

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for any payment for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future Fiscal Years unless and until COUNTY's Board of Supervisors and the STATE appropriate funds for this Agreement, the STATE Agreement, and System modifications in their respective budgets for each such future Fiscal Year. In the event that funds are not so appropriated, then this Agreement shall terminate as of June 30th of the last Fiscal Year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

9.0 INVOICES AND PAYMENTS

9.1 General

CONTRACTOR shall invoice COUNTY for Deliverables which have been provided by CONTRACTOR pursuant to a duly authorized and executed Statement of Work, and approved in writing by COUNTY pursuant to the terms of this Agreement. All invoices under this Agreement shall be submitted to the following address:

Invoicing - DCFS Finance
Accounts Payable
Attention: Suzanne Dunnicliff
425 Shatto Place, #205
Los Angeles, CA 90020

Each invoice submitted by CONTRACTOR shall specify:

A. The COUNTY Agreement number, the CONTRACTOR's assigned number for each MAC (assigned by the State) and/or Statement of Work number (whichever is applicable), and the Deliverable(s) for which payment is claimed;

B. The date of written approval of the Deliverable(s) by COUNTY's Program Director;

C. Any applicable withhold amount for payments claimed or reversals thereof;

D. Any applicable credits due COUNTY under the terms of this Agreement or reversals thereof; and

E. If CONTRACTOR has assigned, pursuant to the terms and conditions of this Agreement, its right to payment on the invoice, CONTRACTOR

shall provide the full name, and address for payment purposes, of its assignee.

9.2 Sales/Use Tax

If any governmental authority imposes a tax upon the Deliverable(s) provided by CONTRACTOR to COUNTY, then CONTRACTOR shall provide proof of such tax along with the invoice, and COUNTY shall either pay such amount or provide exemption documentation. In no event shall COUNTY be required to pay any tax on CONTRACTOR's net income.

10.0 WARRANTIES

10.1 Warranty at Acceptance

CONTRACTOR hereby warrants to COUNTY that, upon Approval under Subsection 2.4, and for one hundred eighty (180) days thereafter, each and every Deliverable shall strictly comply with its completion and functional criteria, including but not limited to performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements, set forth in the applicable portion of Exhibit C - Statements of Work.

10.2 Warranty Services Response

CONTRACTOR's System warranty services shall be provided from 7:00 a.m. to 7:00 p.m., Pacific Standard Time, Monday through Friday, as follows:

A. For any Deficiency in a Deliverable, as determined by COUNTY's Program Director, which severely impairs the operation of the System or creates a serious loss of functionality important to the day-to-day operation of the System or a System component, in either case as determined by COUNTY's Program Director, then on receipt of notice from COUNTY to CONTRACTOR's CWS/CMS Help Desk, CONTRACTOR shall commence corrective action within twenty-four (24) hours. The correction of any such Deficiencies shall be at no cost to COUNTY;

B. For any Deficiency in a Deliverable, as determined by COUNTY's Program Director, which substantially impairs the operation of the System or creates a serious loss of functionality important to the day-to-day operation of the System or a System component, in either case as determined by COUNTY's Program Director, then on receipt of notice from COUNTY to CONTRACTOR's CWS/CMS Help Desk, CONTRACTOR shall commence corrective action within forty-eight (48) hours. The correction of any such Deficiencies shall be at no cost to COUNTY;

C. For any Deficiency in a Deliverable, as determined by COUNTY's Program Director, not covered in Subsection 10.2.A or Subsection 10.2.B as determined by COUNTY's Program Director, on receipt of notice from COUNTY to CONTRACTOR's CWS/CMS Help Desk, CONTRACTOR shall commence corrective action within fourteen (14) days. The correction of any such Deficiencies shall be at no cost to COUNTY.

10.3 Further Warranties

CONTRACTOR further warrants to COUNTY that, throughout the term of this Agreement:

A. Any and all Deliverables shall be performed in a timely and professional manner by qualified personnel;

B. Any documentation developed under this Agreement shall be uniform in format and appearance, unless otherwise requested by COUNTY's Program Manager;

C. The System components shall be capable of interconnecting and/or interfacing with each other, and when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including, without limitation, the Recitals and Exhibit C - Statements of Work);

D. CONTRACTOR shall use its very best efforts to avoid any unplanned interruption of the operations of, or accessibility to the System or any System component through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of COUNTY's database confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System component to COUNTY or any User or which could alter, destroy, or inhibit the use of the System, any System component, or the data contained therein (collectively referred to for purposes of this Subsection 10.3.D as "Disabling Device"), which could block access to or prevent the use of the System or any System component by COUNTY or Users. CONTRACTOR represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System component provided to COUNTY under this Agreement; and

E. CONTRACTOR shall prevent viruses from being incorporated or introduced into any of the System software, software components of interfaces, or updates or changes thereto prior to delivery thereof to

COUNTY, and shall utilize its best efforts to prevent any viruses being incorporated or introduced in the process of CONTRACTOR's loading of System software or the software components of interfaces, loading of updates and changes thereto, or loading of other Deliverable(s).

10.4 Notifications of Deficiencies for Warranty Services

In the event of any Deficiency during the applicable Warranty Period, as determined by COUNTY's Program Director, COUNTY's Program Director will notify CONTRACTOR of the Deficiency within three (3) working days, but failure by COUNTY to notify CONTRACTOR within such time period shall not affect CONTRACTOR's warranty obligations under this Agreement. CONTRACTOR shall undertake corrective action under Subsection 10.5 (Corrections During Warranty Periods) within the applicable time specified in Subsection 10.2 (Warranty Services Response). If such notice to CONTRACTOR is given orally, COUNTY shall also provide written confirmation of the corrective action request to CONTRACTOR within ten (10) days of such oral notification, but COUNTY's failure to do so shall not relieve CONTRACTOR of any duty hereunder. CONTRACTOR's response time shall not be stayed pending receipt of COUNTY's written confirmation.

10.5 Corrections During Warranty Periods

CONTRACTOR further covenants and warrants that during the applicable Warranty Period, CONTRACTOR shall at no cost to COUNTY:

A. Repair or de-install and replace any Deliverable, or any part thereof, which fails to function according to the specifications as required by this Agreement; and

B. Correct any and all Deficiencies in any Deliverable.

10.6 EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.7 Notwithstanding Subsection 10.6 or any other provision to the contrary, nothing in this Agreement shall render invalid and/or unenforceable any warranty, express or implied, the benefit of which runs to the COUNTY under the STATE Agreement and/or any such successor agreement for CWS/CMS.

10.8 The warranties in Subsections 10.1 and 10.2 will be voided to the extent of any COUNTY misuse, unauthorized modifications, improper maintenance (by an entity other than CONTRACTOR or its Subcontractors), or failure caused solely by a product for which CONTRACTOR is not responsible.

11.0 CRIMINAL BACKGROUND DISQUALIFICATION

11.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, to the fullest extent permitted by law, to ascertain arrest and conviction records for any and all current and prospective employees, independent contractors, volunteers, and/or Subcontractors who come in contact with children in the course of their work, volunteer activity or performance of the Agreement, and shall maintain such records in the file for each such person.

11.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any and all employees, independent contractors, volunteers, and/or Subcontractors who come in contact with children while providing services under this Agreement.

11.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in California *Health and Safety Code* section 11590 (persons required to register as controlled substance offenders) and those defined in the following California *Penal Code* sections, or any future *Penal Code* sections which may address these acts and/or crimes:

SECTION	TITLE
261.5	Unlawful sexual intercourse with a minor.
272	Causing, encouraging or contributing to delinquency of person under 18 years of age.
273a	Great bodily harm to or death of a child; endangerment of person or health.
273ab	Assault resulting in death of child under eight years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age fourteen.
288a	Oral copulation.
314	Indecent exposure.

647(a) & (d) Disorderly conduct relating to lewd behavior/prostitution.

647.6 Annoyance of or molesting a child under age eighteen.

12.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

CONTRACTOR shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of COUNTY. Any attempted assignment and/or delegation without such prior written consent shall be null and void, and shall constitute a material breach of this Agreement. Notwithstanding the above, CONTRACTOR may assign its rights to payment hereunder to an entity under common control with CONTRACTOR, provided that CONTRACTOR remains responsible for performance of its duties hereunder. Any payments by COUNTY to any delegatee and/or assignee under this Agreement shall reduce dollar-for-dollar commensurate any payment(s) due and owing to CONTRACTOR.

13.0 WARRANTY AGAINST CONTINGENT FEES

13.1 CONTRACTOR represents and 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.

13.2 For breach of Subsection 13.1, COUNTY shall have the right (1) to terminate this Agreement and, (2) in its sole discretion, deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.0 TERMINATION FOR GRATUITIES

COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Agreement upon one (1) calendar day's notice, if it is found that unlawful gratuities in the form of entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer, employee, or agent of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

15.0 INDEPENDENT CONTRACTOR STATUS

15.1 This Agreement is by and between CONTRACTOR and COUNTY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CONTRACTOR and COUNTY. 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. CONTRACTOR shall function as, and in all respects is, an independent contractor.

15.2 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 shall 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.

15.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for all purposes, and in particular for purposes of workers' compensation liability, the sole employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and 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.

15.4 CONTRACTOR represents and warrants that each CONTRACTOR employee, and any Subcontractor employee, has executed a confidentiality agreement sufficient to protect against wrongful dissemination of COUNTY's confidential information consistent with Section 52.0 (Confidentiality) of this Agreement.

16.0 SUBCONTRACTING

16.1 In entering into this Agreement COUNTY has relied on the status of CONTRACTOR as the vendor on the STATE Agreement, and on obtaining the personal performance of, CONTRACTOR itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Section 16.0. Any attempt by CONTRACTOR to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of COUNTY, shall be null and void and shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate this Agreement. Notwithstanding the above, the Subcontractors approved by the STATE and used on the STATE Agreement are deemed approved hereunder. The Subcontractors working

on the STATE Agreement as of the Effective Date are set forth on Exhibit D - Schedule of STATE Approved Subcontractors.

16.2 If CONTRACTOR desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include:

A. The reason(s) for the particular subcontract;

B. A detailed description of the work to be performed by the proposed Subcontractor;

C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected;

D. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions substantially similar to those set forth in this Agreement;

E. A Certificate of Insurance from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance required by this Agreement; and

F. Any other and/or further information and/or certifications requested by COUNTY.

16.3 COUNTY will review CONTRACTOR's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

16.4 Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform Deliverable(s) required hereunder, and no subcontract shall bind or purport to bind COUNTY. Further, COUNTY's approval of any subcontract shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities to COUNTY, nor shall such approval limit in any way COUNTY's rights and/or remedies contained in this Agreement or otherwise. Additionally, COUNTY approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.

16.5 In the event that COUNTY consents to any subcontracting, the Subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed

to be bound by each and all of the provisions of this Agreement and any amendment hereto.

16.6 In the event that COUNTY consents to any subcontracting, such consent shall apply to each particular subcontract only, and shall not be, or be construed to be, a waiver of this Section 16.0 or a blanket consent to any further subcontracting.

16.7 DCFS, by and through the COUNTY's Program Director, is hereby authorized to act for and on behalf of COUNTY pursuant to this Section 16.0, including, but not limited to, consenting to any subcontracting.

16.8 CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

16.9 Upon COUNTY's request, CONTRACTOR shall deliver to COUNTY's Program Director a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Section 16.0. CONTRACTOR may redact any confidential information prior to delivery to COUNTY.

16.10 In the event that COUNTY consents to any subcontracting, CONTRACTOR shall obtain an executed agreement with Subcontractor which is at least as restrictive as CONTRACTOR's obligations herein as to COUNTY's Confidential Material.

17.0 INDEMNIFICATION

17.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its districts administered by COUNTY, and their elected and appointed officers, employees, and agents (hereafter for purposes of this Section 17.0 "COUNTY") from and against any and all liability, including but not limited to any claim, demand, action, proceeding, damage, loss, fee (including attorney's fees and expert witness fees), costs, and/or expenses, arising from and/or in any way related to any of the act(s) and/or omission(s) of CONTRACTOR, CONTRACTOR's agent(s), employee(s), and/or Subcontrator(s). CONTRACTOR's obligations to indemnify and defend shall be subject to the limitation of liability in Subsection 19.1, except as the following categories, for which CONTRACTOR's obligations to COUNTY shall be unlimited:

17.1.1 Any bodily injury, wrongful death, damage to real property, and/or damage to tangible personal property;

17.1.2 Any violation on the part of CONTRACTOR, its employees, agents, and/or Subcontractors of any laws, statutes, rules, regulations, and/or ordinances;

17.1.3 Any violation on the part of CONTRACTOR, its employees, agents, and/or Subcontractors of any wage and hour law, including, but not limited to, the Federal Fair Labor Standards;

17.1.4 Any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement; and/or

17.1.5 Any violation of Section 52.0 (Confidentiality) of this Agreement by CONTRACTOR, its agent(s), representative(s), employee(s), and/or Subcontractor(s), without regard to cause or fault by CONTRACTOR.

17.2 COUNTY shall provide CONTRACTOR with prompt written notice of any claim, demand, action, and/or proceeding that is subject to CONTRACTOR's duty to indemnify, defend, and hold harmless under Section 17.1.

17.3 COUNTY shall permit CONTRACTOR to control the defense of any claim, demand, action, and/or proceeding, and shall cooperate with CONTRACTOR in the defense. Notwithstanding the foregoing, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY the full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement of all such cost and expense.

18.0 INSURANCE

18.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 18.1 and 18.2 of this Contract, and shall require all of its Subcontractors to maintain insurance. These minimum insurance coverage terms, types and limits (the "Required Insurance") are also in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

18.1.1 Evidence of Coverage and Notice to County**:** A certificate(s) of insurance coverage (Certificate) and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County prior to Contractor's policy expiration dates.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Evidence of Insurance: Prior to commencing services under this Contract, certificates of insurance and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

18.1.2 Additional Insured Status and Scope of Coverage**:** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's alleged or actual negligence and as respects this contract only. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's alleged or actual negligence and as respects this contract only. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

18.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that the insurer affording coverage shall endeavor to mail thirty (30) days written notice to the County of any cancellation of the Required Insurance, but failure to mail such notice shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives.

18.1.4 Failure to Maintain Insurance: Contractor's failure to maintain the Required Insurance and to provide acceptable evidence within thirty (30) calendar days from the date of expiration of policy shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

18.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers with A.M. Best ratings of not less than A: VII.

18.1.6 Contractor's Insurance Shall Be Primary: Contractor's insurance policies shall be primary with respect to liability arising out of Contractor's alleged or actual negligence and as respects this Contract only.

18.1.7 Waivers of Subrogation: The Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under the Commercial General Liability and Automobile Liability insurance policies for any loss arising from or relating to this Contract.

18.1.8 Sub-Contractor Insurance Coverage Requirements: Contractor shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor used in the performance of this Contract shall maintain coverage of the types and in the amounts customary for business of similar size and in accordance with industry practice, and shall require that each Sub-Contractor name the County and Contractor as additional insured on the Sub-Contractor's General Liability policy.

18.1.9 Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

18.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation, as long as such coverage remains commercially available and financially reasonable in the market place.

18.1.11 Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

18.1.12 Separation of Insured: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

18.1.13 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

18.2 Insurance Coverage Requirements:

18.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: $2 million
Products/Completed Operations Aggregate: $1 million
Personal and Advertising Injury: $1 million
Each Occurrence: $1 million

18.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

18.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any

federal workers or workmen's compensation law or any federal occupational disease law.

18.2.4 Professional Liability: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation, as long as such coverage remains commercially available and financially reasonable in the market place.

19.0 LIMITATION ON LIABILITY

19.1 Notwithstanding any other provision of this Agreement, except for Section 19.4 and those Sections referenced therein, CONTRACTOR's liability to COUNTY for monetary damages shall not exceed one million dollars ($1,000,000) or the aggregate monetary amount incurred by COUNTY under this Agreement during the eighteen (18) months preceding any act and/or omission which gives rise to liability, whichever is greater.

19.2 Notwithstanding any other provision of this Agreement, except for Section 19.4 and those Sections referenced therein, neither party shall be liable to the other for special, incidental or consequential damages (including lost profits or savings) even if that party is informed of the possibility of such damages.

19.3 Notwithstanding Section 19.1 and/or 19.2, and/or any other provision of this Agreement, CONTRACTOR's responsibility and/or liability for damages resulting from bodily injury and/or wrongful death shall not be affected and/or limited.

19.4 Notwithstanding Section 19.1 or any other provision of this Agreement, nothing shall effect and/or limit CONTRACTOR's obligations of indemnification, defense, holding COUNTY harmless, and/or insurance as per and/or under Subsection 17.1.1 [bodily injury, *et al.*], Subsection 17.1.2 [violation of laws, *et al.*], Subsection 17.1.3 [violation of FSLA], Subsection 17.1.4 [employer sanctions], Subsection 17.1.5 [confidentiality], Section 18.0 (Insurance), and Section 23.0 (Patent, Copyright and Trade Secret Indemnification).

20.0 RECORDS AND AUDITS

20.1 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, its authorized representatives, and/or any governmental entity which funds this Agreement in whole or in part, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all pertinent financial records, time cards and other 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 four (4) years thereafter. CONTRACTOR shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to the COUNTY, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least four years following the County's final payment under the contract or conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

20.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any federal or STATE auditor, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller and COUNTY's Program Director within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable law or under this Agreement. COUNTY shall make a reasonable effort to maintain any confidentiality of such audit report(s).

20.3 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 20.0 shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement.

20.4 Notwithstanding any other provision of this Section 20.0, COUNTY shall not have access to CONTRACTOR's confidential or proprietary data documents reflecting CONTRACTOR's internal cost structures, including both direct and indirect rates, projected profit margins, salaries, and information related to private sector customers.

21.0 DISCLOSURE OF INFORMATION

21.1 Except as expressly authorized in this Section 21.0, CONTRACTOR shall not disclose any information, including but not limited to any circumstances or events, which relates to any risk, threat, vulnerability, weakness, and/or problem regarding CWS/CMS and/or any COUNTY system or methodology, observed or obtained 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 for

disclosure of any such details, CONTRACTOR shall immediately notify COUNTY's Program Director in writing. Thereafter, CONTRACTOR shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the maximum extent permitted by law, CONTRACTOR shall delay such compliance and shall cooperate with COUNTY to obtain relief from such obligations to disclose until COUNTY shall have been given a reasonable opportunity to obtain such relief.

21.2 In recognizing CONTRACTOR's desire to identify its services and related clients, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement, so long any such publication is made within the following conditions:

A. CONTRACTOR shall develop all publicity material in a 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 written consent of COUNTY's Program Director. COUNTY shall not unreasonably withhold written consent; and

C. CONTRACTOR may, without the prior written 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 Section 21.0 shall apply.

21.3 Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (1) is lawfully in the public domain at the time of disclosure, (2) is disclosed with the prior written approval of the party to which such information pertains, (3) is required by law to be disclosed, (4) is obtained from another source which lawfully holds the information without obligation of confidentiality, (5) is disclosed by the disclosing party to another without the obligation of confidentiality, or (6) is already in the receiving party's possession without obligation of confidentiality.

22.0 PROPRIETARY CONSIDERATIONS

22.1 CONTRACTOR and COUNTY agree that any and all materials, plans, reports, acceptance test criteria, acceptance test plans, departmental procedures and processes, Deliverables, data, and/or information (hereafter in this Section 22.0 collectively "Materials") developed under this Agreement for COUNTY, and all copyrights, patent rights, trade secret rights, title, interest, and other proprietary rights therein (collectively, "Rights") shall be governed by the provisions of the STATE Agreement.

22.2 To the extent that such Materials and Rights are not governed by the STATE Agreement or any such successor agreement, the following applies:

22.2.1 Such Materials and Rights shall be the sole property of COUNTY, and CONTRACTOR hereby assigns and transfers to COUNTY any and all CONTRACTOR's Rights to all such Materials developed under this Agreement;

22.2.2 Notwithstanding such COUNTY ownership, CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and for a minimum of four (4) years subsequent to the termination or expiration of this Agreement, CONTRACTOR shall retain any and all such Materials. 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; and

22.2.3 The COUNTY grants CONTRACTOR an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, display, reproduce, perform, distribute (internally and externally), and prepare derivative works of same.

22.3 To the extent not prohibited by the STATE Agreement or any such successor agreement, and 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 any and all CONTRACTOR's Rights in and to the Materials. COUNTY shall have the right to register all Rights in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all of COUNTY's Rights in and to the Materials.

22.4 To the extent not prohibited by the STATE Agreement or any such successor agreement, and as requested in writing by COUNTY's Program Director, CONTRACTOR shall affix the following notice to Materials developed under this Agreement: "©Copyright 2006 (or such other date of first publication), County of Los Angeles. All Rights Reserved". CONTRACTOR shall affix such notice as directed by COUNTY.

22.5 During the term of this Agreement and for four (4) years thereafter, CONTRACTOR shall maintain and provide security for all CONTRACTOR's working papers prepared under this Agreement.

22.6 To the extent not prohibited by the STATE Agreement or any such successor agreement, any and all materials which are developed or were originally acquired by CONTRACTOR outside the scope of this Agreement ("Contractor Materials"), which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must

be specifically identified by CONTRACTOR to COUNTY's Program Director as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL."

22.7 CONTRACTOR hereby grants to COUNTY, for DCFS's use and for the use of any other User, an irrevocable perpetual, nonexclusive, nonterminable, paid-up license to use, modify, and reproduce any and all Contractor Materials described in Subsection 22.6, except for commercially available software.

22.8 Upon CONTRACTOR's notice to COUNTY under Subsection 22.6, COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential Contractor Materials are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute, or disclose to entities other than DCFS and any User (other than outside counsel or consultants subject to non-disclosure agreements) CONTRACTOR's proprietary and confidential Contractor Material, without the prior written permission of CONTRACTOR or as required by law.

22.9 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under this Agreement for:

A. Any of CONTRACTOR's proprietary and/or confidential Contractor Materials not plainly and prominently marked with restrictive legends as required pursuant to Subsection 22.6;

B. Any materials covered under Subsection 22.1; and

C. Any disclosure of any materials which COUNTY is required to make under the California Public Records Act or otherwise by law. COUNTY shall comply with any notice requirement to CONTRACTOR under the Act or otherwise by law.

22.10 CONTRACTOR shall protect the security of and maintain the confidentiality, if any, of all Materials obtained or developed under this Agreement. Further, CONTRACTOR shall use whatever security measures are reasonably necessary to protect all such Materials from loss or damage by any cause, including, but not limited to, fire and theft while such Materials are in CONTRACTOR's possession and/or control.

22.11 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

22.12 The provisions of Subsections 22.9, 21.10, and 22.11 shall survive the expiration or termination of this Agreement.

23.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

23.1 Notwithstanding any provision to the contrary, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, including but not limited to claims, demands, actions, proceedings, damages, losses, fees (including attorney's fees and expert consultant and witness fees), costs, and/or expenses, for or by reason of any actual or alleged infringement of any patent or copyright, and/or other rights of any third party, and/or any actual or alleged trade secret disclosure or misappropriation, or the operation and utilization of any of CONTRACTOR's Deliverable(s) under this Agreement (hereafter collectively referred to as "Infringement Claim").

23.2 CONTRACTOR shall have no obligation to COUNTY under this Section 23.0 to the extent any Infringement Claim is caused by (1) COUNTY's use of the System other than in accordance with any specifications and/or other applicable documentation after such is provided to COUNTY's Program Director, (2) the COUNTY's modification of any Deliverable, (3) the COUNTY's failure to use corrections or changes after written notice by CONTRACTOR to COUNTY that such are available and necessary to prevent or correct such Infringement Claim, or (4) the COUNTY's use of such Deliverable in combination with any product or information not owned, licensed, or developed by CONTRACTOR.

23.3 Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 23.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR. 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 to provide COUNTY with a full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

23.4 Without limiting the foregoing, in the event COUNTY's Program Director becomes aware that ongoing use of the System or System components, or any part of them, is the subject of any Infringement Claim that might preclude or impair COUNTY's use of the System or System component (e.g., injunctive relief), or that COUNTY's continued use of the System or System component may subject it to punitive damages or statutory penalties or other costs or expenses, COUNTY shall give written notice to CONTRACTOR of such fact(s). Upon notice of such fact(s), CONTRACTOR shall, at no cost to COUNTY, either:

23.4.1 Procure the right, by license or otherwise, for COUNTY to continue to use the System or affected System component(s), or part(s) thereof;

23.4.2 To the extent CONTRACTOR is unable to procure such right, replace or modify the System or System component(s), or part(s) thereof, with another system or components of equivalent quality and performance capabilities, in COUNTY's determination, to become non-infringing, non-misappropriating and/or non-disclosing; or

23.4.3 If none of the alternatives in Subsection 23.4.1 or 23.4.2 is available, then CONTRACTOR shall request return or discontinued use of the infringing component(s) or part(s), and will refund in full to the COUNTY the amount paid for same.

23.5 CONTRACTOR shall control the defense of any such action. The COUNTY shall, at CONTRACTOR's sole expense, cooperate with CONTRACTOR in such defense and shall make available to the CONTRACTOR the persons, documents, and things reasonably requested by CONTRACTOR in the defense of any such action.

24.0 COMPLIANCE WITH APPLICABLE LAW

CONTRACTOR's activities hereunder shall comply with all applicable federal, STATE, and local laws, rules, regulations, ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. CONTRACTOR shall have up to fifteen (15) days to correct any noncompliance with rules, regulations, ordinances, guidelines, and directives following written notice from COUNTY including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

25.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

26.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

26.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

26.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

26.3 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, 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, without limitation, apprenticeship.

26.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

26.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies under common control, shall comply with all applicable federal and state laws and regulations, including, but not limited to:

i. Title VII, Civil Rights Act of 1964;

ii. Section 504, Rehabilitation Act of 1973;

iii. Age Discrimination Act of 1975;

iv. Title IX, Education Amendments of 1973, as applicable; and

v. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

and 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.

26.6 CONTRACTOR shall allow federal representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the above-referenced laws.

26.7 If any provision of this Section 26.0 has been violated, such violation shall, at the election of COUNTY, constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement.

26.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars ($500) from CONTRACTOR

for each such violation pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of terminating this Agreement.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

27.1 CONTRACTOR represents and 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.

27.2 CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law.

28.0 CAPTIONS AND SECTION HEADINGS

Captions, Section and Subsection headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

29.0 WAIVER

29.1 Failure of COUNTY and/or CONTRACTOR to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

29.2 Without limitation of the foregoing, COUNTY may deduct from amounts otherwise payable to CONTRACTOR hereunder COUNTY's uncompensated damages for CONTRACTOR's breach of any provision hereof. The preceding sentence is intended only as a clarification of COUNTY's remedies in the event of breach, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims pursuant to Section 46.0 (Dispute Resolution Procedure).

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

30.1 This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the STATE.

30.2 CONTRACTOR agrees and consents to the jurisdiction of the courts of the STATE and the Federal District Court, Central District of California, for all purposes regarding this Agreement.

30.3 CONTRACTOR further agrees and consents that venue of any action brought hereunder, whether in federal or state court, shall be exclusively in the County of Los Angeles, State of California.

30.4 CONTRACTOR and COUNTY agree that jurisdiction and/or venue shall not be found except as set forth in this Section 30.0.

31.0 SEVERABILITY

In the event that any provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, such provision shall be deemed deleted and the remaining provisions shall not in any way be affected or impaired thereby, unless the essential purposes of this Agreement shall be materially impaired thereby.

32.0 HIRING OF EMPLOYEES

32.1 CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, within the meaning of Subsection 3.3 (Approval of CONTRACTOR's Staff) of one party to become an employee or agent of the other party.

32.2 Notwithstanding the foregoing, COUNTY and/or CONTRACTOR shall be entitled to make offers of employment to employees of the other necessary or desirable to perform work described in this Agreement, in the event that: (1) this Agreement is terminated by either party's default pursuant to Section 33.0 (Termination for Default), (2) CONTRACTOR is no longer the vendor on the STATE Agreement, or any successor agreement thereto, or (3) either party hires based upon a general advertisement or other general method of hiring.

33.0 TERMINATION FOR DEFAULT

33.1 Either party may, by written notice of default ("Notice of Default") to the other, terminate the whole or any part of this Agreement in any of the following circumstances of default:

A. If a party violates a provision of this Agreement which by its terms herein is specified to be a material breach; or

B. If CONTRACTOR fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to

endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after serving Notice of Default on CONTRACTOR.

33.2 If, after COUNTY has given Notice of Default under the provisions of this Section 33.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section 33.0, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 34.0 (Termination for Convenience).

33.3 Notwithstanding any provision to the contrary, except as provided by Section 19.0, any and all rights and/or remedies provided in this Section 33.0 and/or under this Agreement shall not be exclusive and are in addition to any other rights and/or remedies provided at law, in equity, and/or under this Agreement.

34.0 TERMINATION FOR CONVENIENCE

34.1 The COUNTY may terminate this Agreement when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination shall be effected by delivery of a notice of termination to CONTRACTOR specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than fifteen (15) days after the notice is sent, provided that in the event COUNTY has purported to terminate this Agreement for default by notice pursuant to Section 33.0 (Termination for Default) and it has later been determined that CONTRACTOR was not in default, no additional notice shall be required upon such determination.

34.2 Upon service of a notice of termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:

A. Stop work under this Agreement on the date specified in such notice; and

B. Transfer to COUNTY, to the extent not previously transferred to COUNTY, Rights to all Materials pursuant to the terms of this Agreement.

34.3 Nothing in this Section 34.0 shall be deemed to prejudice any right of CONTRACTOR to make a claim against COUNTY in accordance with applicable law and regular COUNTY procedures for payment for any completed Statement of Work through the effective date of COUNTY's termination of this Agreement for convenience.

35.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of COUNTY 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 repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of DCFS, deducted from any amounts due to CONTRACTOR from COUNTY. 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, but in no event shall COUNTY's payments to CONTRACTOR exceed the Maximum Contract Sum identified in Section 8.0 (Maximum Contract Sums).

36.0 CONFLICT OF INTEREST

36.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Agreement or any Statement of Work hereunder or any competing 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 CONTRACTOR, who may financially benefit from the performance of work hereunder, shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

36.2 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 do or could 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

37.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost and expense, any and all damage to COUNTY facilities, buildings, personal property, and/or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made as reasonable after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs and expenses incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand, or without limitation of all COUNTY's other rights and remedies provided by law or under this Agreement, COUNTY may deduct such costs and expenses from any amounts due to CONTRACTOR from COUNTY under this Agreement.

38.0 AUTHORIZATION WARRANTY

CONTRACTOR hereby represents and warrants that the person executing this Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement, and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

39.0 NOTICES

39.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, as follows:

If to COUNTY:

Cecilia Custodio, Division Chief
Bureau of Information Services
12440 Imperial Highway, Suite 501
Norwalk, CA 90650
Facsimile: (562) 406-2143
Electronic mail: custoc@dcfs.lacounty.gov

If to CONTRACTOR:

Catherine Mori
IBM Global Services
3775 N. Freeway Blvd.
Sacramento, CA 95834
Facsimile: (916) 567-2116
Electronic mail: cmori@us.ibm.com

39.2 Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if

followed by a same-day confirmation mailing. Address for notice may be changed by either party giving ten (10) days prior written notice thereof to the other party.

39.3 DCFS, through its Program Director, shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

40.0 DELIVERY AND RISK OF LOSS

CONTRACTOR shall bear the full risk of loss due to total or partial destruction of any and all Deliverable(s) until such is delivered to and accepted by COUNTY.

41.0 ACCESS TO COUNTY FACILITIES

41.1 General

CONTRACTOR, its employees and agents, will be granted access to COUNTY facilities, subject to CONTRACTOR's prior notification to COUNTY's Program Director and full compliance with COUNTY's standard administrative and security requirements, for the purpose of executing CONTRACTOR's obligations hereunder. Access to COUNTY facilities shall be restricted to normal COUNTY business hours, 6:30 a.m. to 6:30 p.m., Monday through Friday, except, COUNTY observed holidays. Access to COUNTY facilities outside normal business hours must be approved in writing in advance by COUNTY's Program Director, which approval will not be unreasonably withheld. CONTRACTOR shall have no tenancy, or any other property or other rights in COUNTY facilities.

41.2 Security Search Of CONTRACTOR's Staff

41.2.1 Weapons, drugs, alcohol, and other contraband are not permitted at COUNTY facilities and all persons entering are subject to search. CONTRACTOR's staff shall be subject to all COUNTY facility rules, regulations, policies and procedures while present at a COUNTY facility. As requested by the DCFS's staff, CONTRACTOR's staff shall submit to a search of his person and/or property at any time while entering, leaving, or working at a COUNTY facility. Any breach of security by CONTRACTOR or any CONTRACTOR staff may result in the denial of further access to COUNTY facilities and may be grounds for criminal prosecution.

41.2.2 CONTRACTOR warrants and represents that all current and prospective employees who are regularly assigned to work on this Agreement have undergone a criminal background investigation which CONTRACTOR has conducted or shall conduct at no expense to the COUNTY. CONTRACTOR shall not utilize any

person for work hereunder without first conducting such criminal background investigation.

42.0 COUNTY FACILITY WORK SPACE

In order for CONTRACTOR to perform services hereunder and only for the performance of such services, COUNTY will, subject to COUNTY's standard administrative and security requirements, provide CONTRACTOR with work space and equipment at COUNTY facilities on a nonexclusive use basis for a maximum number of CONTRACTOR staff personnel as mutually agreed in writing by COUNTY's Program Director and CONTRACTOR's Project Director. COUNTY will also provide CONTRACTOR with reasonable telephone service in such work space for use only for purposes of this Agreement.

43.0 WARRANTY PASS THROUGH

43.1 CONTRACTOR does not itself make any warranty as to any third party products which it may provide.

43.2 Notwithstanding any other provision, CONTRACTOR shall assign to COUNTY to the fullest extent permitted by law or agreement and shall otherwise provide that the benefits of any applicable warranty or indemnity offered by any manufacturer of any of the System hardware, System software, interfaces, or any other product or service provided hereunder shall fully extend to and be enjoyed by COUNTY.

44.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement any licenses, permits, registrations, accreditations, and certificates required by any federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONTRACTOR'S services under this Agreement. CONTRACTOR further warrants and represents that all of its officers, employees, agents, and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to COUNTY's Program Director.

45.0 PHYSICAL ALTERATIONS

Except as otherwise provided herein, CONTRACTOR shall not in any way physically alter or improve any COUNTY facility without the prior written approval of DCFS in its sole discretion.

46.0 DISPUTE RESOLUTION PROCEDURE

46.1 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 Section 46.0.

46.2 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 which reasonably must be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

46.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project/Program Managers for the purpose of endeavoring to resolve such dispute.

46.4 In the event that the Project/Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project/Program Directors for further consideration and discussion to attempt to resolve the dispute.

46.5 In the event that the Project/Program Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Senior Executive for the California Division and DCFS's Director or his/her designee for further consideration and discussion to attempt to resolve the dispute.

46.6 In the event that CONTRACTOR's Senior Executive for the California Division and DCFS's Director or his/her designee are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided at law and/or in equity.

46.7 All disputes utilizing this dispute resolution procedure shall be documented in writing 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 this Section 46.0, 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 in writing by exchange of correspondence.

46.8 Notwithstanding any other provision of this Agreement, the right of either party to terminate this Agreement under Subsection 33.0 (Termination for Default), the right of the COUNTY to terminate this Agreement under Section 34.0 (Termination for Convenience), and/or either party's right to seek injunctive relief to enforce the provisions of Sections 22.0 (Proprietary Considerations) and 51.0 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each party's rights, and shall not be deemed to impair any claims that a party may have against the other, or either party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

47.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish CONTRACTOR's obligations to indemnify, defend, hold harmless, and provide and maintain insurance hereunder.

48.0 RESTRICTIONS ON LOBBYING

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles 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 Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

49.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

CONTRACTOR recognizes that COUNTY provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by CONTRACTOR during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to CONTRACTOR's or its Subcontractors' employees and suppliers. During any such event in which the health or safety of any of CONTRACTOR's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

50.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the result of arm's-length negotiation between CONTRACTOR and COUNTY. Each party has had the opportunity to receive advice from

independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

51.0 SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason: Section 17.0 (Indemnification), Section 18.0 (Insurance), Section 23.0 (Patent, Copyright and Trade Secret Indemnification), and Section 52.0 (Confidentiality).

52.0 CONFIDENTIALITY

52.1 Notwithstanding any provision to the contrary, CONTRACTOR acknowledges and agrees that the following materials, documents, data, and other information are deemed to be privileged, proprietary, and/or confidential:

A. Dependency records;

B. Delinquency records;

C. Health care recipient records;

D. Criminal records;

E. Welfare recipient records;

F. Data and information pertaining to entities and/or persons receiving services from the COUNTY; and

G. Any and all reports developed by CONTRACTOR and/or its Subcontractor(s) under this Agreement (Collectively, "Confidential Material").

CONTRACTOR shall protect the security of and keep confidential any and all Confidential Material.

52.2 In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality (including, but not limited to, Welfare and Institutions Code Sections 827, 10850 and the STATE'S Manual of Policies and Procedures Division 19), CONTRACTOR shall ensure that its agent(s), representative(s), employee(s), and/or Subcontractor(s) do not disseminate any Confidential Material.

52.3 With respect to Confidential Material concerning any child dependency matter that is obtained by CONTRACTOR, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such information; (3) not disclose, except as

otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable (except for Subcontractors); and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

52.4 CONTRACTOR warrants and represents that only those CONTRACTOR and/or Subcontractor personnel required to perform the services shall have access to COUNTY Confidential Materials.

52.9 The provisions of this Section 52.0 shall survive the expiration or other termination of this Agreement.

53.0 TERMINATION FOR IMPROPER CONSIDERATION

53.1 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 the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

AMONG OTHER ITEMS, SUCH IMPROPER CONSIDERATION MAY TAKE THE FORM OF CASH, DISCOUNTS, SERVICE, THE PROVISION OF TRAVEL OR ENTERTAINMENT, OR TANGIBLE GIFTS.

54.0 TIME IS OF THE ESSENCE

Time is of the essence for CONTRACTOR's performance of each Deliverable under this Agreement.

55.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

55.1 Should CONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

55.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

56.0 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 the terms and performance standards of this Agreement. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's 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 penalties as specified in this Agreement.

57.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each 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 requirements set forth in Internal Revenue Service Notice 1015.

58.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY's COMMITMENT TO CHILD SUPPORT ENFORCEMENT

58.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program.

58.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with

their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

58.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the 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).

58.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 58.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Agreement pursuant to Section 33.0, Termination for Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

59.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

59.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

59.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by

the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

59.3 The COUNTY may debar a contractor if the Board of Supervisors, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

59.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

59.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

59.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the 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 the Contractor Hearing Board.

59.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

59.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

59.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.

59.9 These terms shall also apply to Subcontractors of COUNTY contractors.

59.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarrmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

60.0 PRIORITY HIRING OF COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON RE-EMPLOYMENT LISTS

Should the CONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, the 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 re-employment list after the Effective Date of this Agreement.

61.0 SAFELY SURRENDERED BABY LAW

61.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority

on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

61.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

The 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 available on the Internet at www.babysafela.org for printing purposes.

62.0 REGULATORY REQUIREMENTS

This Agreement is made possible by funds received from the STATE, as well as the federal government of the United States of America. In order to secure the funding for this Agreement, the CONTRACTOR agrees to comply with the following:

The mandatory standards and policies relating to energy efficiency in the California State energy conservation plan (Title 24, California Administrative Code).

- Section 306 of the Clean Air Act (42 USC 1857[h])
- Section 508 of the Clean Water Act (33 USC 1368)
- Executive Order 11738
- Environmental Protection Agency Regulations (40 CFR Part 15)
- Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60)
- California Welfare and Institutions Code Section 10850
- MPP Division 19

-END OF TERMS AND CONDITIONS-

INTENTIONALLY LEFT BLANK

AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND INTERNATIONAL BUSINESS MACHINES CORPORATION FOR MOVES, ADDS AND CHANGES, AND COUNTY ACCESS TO DAILY DOWNLOAD FOR THE CALIFORNIA STATE CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS) FOR DCFS

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer-Clerk of the Board, and International Business Machines Corporation has caused this Agreement to be subscribed on its behalf by its duly authorized officers, this _____ day of _____, 2010. The person(s) signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR in this Agreement.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____
Deputy

CONTRACTOR
INTERNATIONAL BUSINESS MACHINES CORPORATION

By _____
Name John McCrady
Title Project Executive

By Edward A. DiNardo
Name Edward A. DiNardo
Title Contracts Manager

See Enclosed Acknowledgement

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
Principal Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO

On FEB 26, 2010 (Date) before me, SANJEET SINGH, NOTARY PUBLIC, (Here Insert Name and Title of the Officer)

personally appeared JOHN ANTHONY MCCREADY AND EDWARD ANTHONY DINARDO (Name(s) of Signer(s))

who 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/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SANJEET SINGH
COMM. #1851579
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires MAY 30, 2013

Place Notary Seal Above

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.

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT BETWEEN COUNTY OF LA . . . FOR DCFS

Document Date: FEB. 26, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOHN ANTHONY MCCREADY
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: EDWARD ANTHONY DINARDO
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT A

PRICE SCHEDULE FROM THE STATE AGREEMENT
(Rider I from the STATE Agreement)

EXHIBIT A

Exhibit A - PRICE SCHEDULE FROM THE STATE AGREEMENT;

(From the STATE Agreement and any duly authorized and executed amendment(s) or successor contracts thereto as may be made from time to time)

Rider I

Pricing for Purchases by State and Counties of Additional Goods and Services

	FY06/07	FY07/08	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13
IBM Hardware/Software **Desktop Workstations** **Laptop Workstations** **Servers**	Refer to California Strategic Sourcing Initiative or, if Applicable, California Multiple Award Schedule (CMAS) Contract Number 3-94-70-0032 for pricing information						
			Per Device				
Workstations/ Preparation/Burn-in	125	125	125	125	125	127	127

Cabling and Installation prices for Desktops & Servers are available upon request as part of MAC Services

Other IBM & Non-IBM hardware & software Prices Available Upon Request

Professional Services – Hourly Rates Per Skills:

Consultant	200	200	215	220	TBD*	TBD*	TBD*
Application Developer	168	168	181	185	TBD*	TBD*	TBD*
Staff	126	126	135	138	TBD*	TBD*	TBD*
Data Entry	56	56	60	61	TBD*	TBD*	TBD*
Trainer	139	139	149	153	TBD*	TBD*	TBD*

For each Contract year after July 31, 2010, the above rates will be adjusted annually based on the Bureau of Labor Standards (BLS) (Series ID: CIU1010000120000i, professional, specialty and technical occupations) at June 30, effective on the August 1st anniversary of the Contract. If there has been no change in the index as of June 30th that would require a change to the rates for the next Contract year, then the rates as of July 31st of the year in question will carry forward in the new Contract year.

Administrative Services Up to 15% of the total hours for professional services is added to all work authorizations and work orders to cover project management, which is billed at the above Consultant rates, plus five (5) hours per SCR is billed at the above Data Entry Rates to cover administrative support, facilities, supplies, etc.

Other Goods & Services Prices Available Upon Request

- Mac Services
- Conversion Services
- Additional Automated Systems or Manual Conversions
- Disaster Recovery Services
- Charge Back Services
- Availability Services
- Network Workstation Management Services
- Data Processing Services
- Networking Outsourcing Services
- Data Processing Services
- Microfiche

Prices above are exclusive of any taxes. Taxes, if any, will be separately stated on any invoice and must be paid by the ordering organization.

Exhibit B
CONTRACTOR's EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

International Business Machines Corporation
CONTRACTOR's Name

3775 North Freeway Blvd. Sacramento, CA 95834
Address

13-0871985
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor 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.

CONTRACTOR'S CERTIFICATION

1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	YES [X]	NO[ ]
2.	The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	YES [X]	NO[ ]
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	YES [X]	NO[ ]
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES [X]	NO[ ]

International Business Machines Corporation
Name of Firm

John McCready Project Executive
Print Name and Title

Authorized Signature

2-26-10
Date

Exhibit C – Statements of Work

STATEMENT OF WORK #1

CONTRACT NUMBER #

For

ON-GOING SUPPORT OF THE ASCII DAILY DOWNLOAD

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

By

INTERNATIONAL BUSINESS MACHINES
(Request #xxxx)

April 1, 2010 through March 31, 2011

Table of Contents

1.0 Introduction 1

2.0 Overview of Project 1

3.0 County Responsibilities 3

4.0 Deliverables and/or Work Products 4

5.0 Total Pricing/ Budget 4

6.0 Approvals……5

1.0 Introduction

1.1 This Statement of Work, (hereafter, "SOW #1"), is issued pursuant to and under the terms, conditions, and rates of the Agreement between COUNTY and CONTRACTOR, County Contract Number xxxx. All terms and conditions in said Agreement shall apply to SOW #1.

1.2 CONTRACTOR shall provide ongoing support of the compressed, ASCII-formatted daily file download of the COUNTY Child Welfare Services/Case Management System (hereafter "CWS/ CMS") data. Daily downloads in this SOW means a download of the changes to the COUNTY data that is stored in the CWS/CMS host database, since their last download in the previous run of the extract jobs. These extract jobs are scheduled to run at 7:00 p.m. on all days of the week, except Saturdays.

1.3 CONTRACTOR's ability to continue to provide these services is dependent on the State of California, Office of Technology Services (OTECH) continuing to allow CONTRACTOR to run the batch jobs and on-line transactions pertaining to the County specific contracted data extracts. Any costs imposed upon this service by DTS are outside the scope of this SOW and will be the sole responsibility of the COUNTY.

1.4 CONTRACTOR shall provide these services under SOW #1 through March 31, 2011. The work associated with SOW #1 is estimated to begin April 1, 2010.

1.5 CONTRACTOR shall provide the support and development at CONTRACTOR's location(s).

2.0 Overview of Project

2.1 CONTRACTOR, pursuant to the underlying Agreement for on-going support of the ASCII Daily Download, shall provide a daily extract of changes to COUNTY data residing on the CWS/CMS database to the COUNTY Department of Children and Family Services /Business and Information Systems (hereafter "DCFS/BIS"). Said daily extract shall be transferred electronically.

2.2 Analysis

2.2.1 CONTRACTOR shall perform analysis work to trouble shoot and/or fix deficiencies with the current daily extract. CONTRACTOR is not responsible for resolving network problems associated with the transfer process.

2.2.2 CONTRACTOR may charge COUNTY for the following work, only if CONTRACTOR trouble shoots and/or fixes deficiencies (a) that occur with the current daily extract and/or transfer process, and (b) to the extent that such are as a result of errors caused by COUNTY.

2.2.2.1 Participation in teleconferences, as needed, with COUNTY DCFS/BIS personnel to resolve questions.

2.2.2.2 Investigation of questions submitted by COUNTY and documentation of responses.

2.2.3 The maximum rate (based on current Rider I rates), hours, and costs that could be charged for the work referenced in Sections 2.2.2.1 and 2.2.2.2 are as follows:

Personnel Level	Rate	Hours	Cost
Programmer/Analyst	Current Rider I	96	
Project Management	Current Rider I	14	
SUBTOTAL		**110**	

2.3 Method/Peripheral Support

2.3.1 CONTRACTOR shall provide and support a daily extract of changes to COUNTY data residing on the CWS/CMS database and send it to the COUNTY DCFS/BIS data center using electronic data transfer.

2.3.2 CONTRACTOR shall verify daily, the completeness and accuracy of all data and return codes from the extract and transfer process.

2.3.2.1 In the event CONTRACTOR finds the daily extract and/or transfer is not complete and accurate, CONTRACTOR shall take the necessary action to resolve the deficiencies and complete the extract and transfer of data to COUNTY DCFS/BIS.

2.3.2.2 In the event COUNTY finds the daily extract and/or transfer is not complete and accurate, COUNTY shall inform CONTRACTOR. CONTRACTOR shall take all necessary action to complete the extract and transfer of data to COUNTY DCFS/BIS data center.

2.3.2.3 In the event COUNTY or CONTRACTOR finds that any extracts completed and sent to COUNTY DCFS/BIS data center were missing transactions, CONTRACTOR shall include the missing transactions in the next scheduled daily extract upon the resolution of the error or provide table refreshes upon request by COUNTY DCFS/BIS.

2.3.2.4 CONTRACTOR shall not separately charge COUNTY for the support services listed in Sections 2.3.2.1, 2.3.2.2, and 2.3.2.3 of SOW #1.

2.3.3 In the event COUNTY DCFS/BIS requests table refreshes for reasons other than those listed in Section 2.3.2.3, CONTRACTOR shall provide the table refreshes for which it may separately charge COUNTY.

2.3.4 The maximum rate (based on current Rider I rates), hours, and costs that CONTRACTOR may charge COUNTY for the on-going extract, data transfer, and support work referenced in Section 2.3.1 and the table refresh work referenced in Section 2.3.2 are as follows:

Personnel Level	Rate	Hours	Cost
Programmer-Ongoing Support	Current Rider I	386	
Project Management	Current Rider I	58	
IBM Project Office	Current Rider I	12	
SUBTOTAL		**456**	

3.0 County Responsibilities

3.1 COUNTY shall own all data and Data Definition Language (DDL) files generated as part of SOW #1 and shall be responsible for all on-going support of this data and the DDL files beyond SOW #1.

3.2 COUNTY shall provide all hardware and software required to develop, implement, and maintain this ASCII Daily Download Data on the County server.

3.3 COUNTY, in collaboration with OTECH, shall provide connectivity to the host supporting the CWS/CMS. The costs, if any, associated with network connectivity and bandwidth usage are outside the scope of this SOW and are not the responsibility of the CONTRACTOR.

3.4 Analysis and Method/Peripheral Support

3.4.1 COUNTY shall respond to teleconference request(s) from CONTRACTOR in a timely manner.

3.4.2 If requested, COUNTY shall provide personnel to participate in teleconferences with CONTRACTOR personnel to discuss changes and ongoing support issues.

3.4.3 If requested, COUNTY shall provide personnel to work with the CONTRACTOR to troubleshoot and resolve all deficiencies in the daily extract and transfer process that occurred as a result of errors caused by COUNTY.

4.0 Deliverables and/or Work Products

4.1 CONTRACTOR shall provide a daily extract of changes to COUNTY data residing on the CWS/CMS database and shall send it to COUNTY DCFS/BIS using electronic data transfer.

4.2 CONTRACTOR shall provide ongoing support of the daily extract and transfer process, including daily verification of the completeness and accuracy of the data and return codes.

4.3 CONTRACTOR shall troubleshoot and resolve all deficiencies in the daily extract and transfer process that are not network connectivity related and did not occur as a result of errors caused by COUNTY.

4.4 CONTRACTOR shall provide new or changed extracts of CWS/CMS data in ASCII format as requested by the COUNTY in a mutually agreed format.

4.5 CONTRACTOR shall provide new DDL reflecting any structural changes to the CWS/CMS database along with associated documentation.

4.6 CONTRACTOR shall provide test data for new or changed tables.

5.0 Total Pricing/Budget

5.1 The maximum rate (based on current Rider I rates), total hours, and total costs related to SOW #1 are listed in the table below:

Personnel Level	Rate	Hours	Cost
Project Management	Current Rider I	72	
Analyst	Current Rider I	96	
Programmer-Ongoing Support	Current Rider I	386	
Project Office / IBM Project Office	Current Rider I	12	
TOTAL		**566**	
TOTAL COST OF CAD SERVICES NOT TO EXCEED:			**$115,000**

5.2 CONTRACTOR shall provide services and support up to, and not to exceed, 566 total hours, and cost shall not exceed $115,000 under this SOW #1.

5.2.1 In the event that CONTRACTOR fails to deliver and the COUNTY accepts each and every Deliverable in this SOW #1 - when 566 hours / XXXX have been expended, CONTRACTOR shall continue to work to complete any Deliverables which have not been accepted by the COUNTY by the earliest possible date. Additionally, CONTRACTOR shall bear any and all risk of cost overruns relating to this SOW #1, and COUNTY has no obligation to pay for any work and/or other consideration which is in excess of the 566 hours/$115,000 maximum.

6.0 Approvals

County of Los Angeles Department of Children and Family Services

By _____ Date _____

Name Joi Russel
Deputy Director
Business Information Systems Division

International Business Machines

By _____ Date _____

Name Catherine A. Mori
CWS/CMS Project Executive
International Business Machines

EXHIBIT D

SCHEDULE OF STATE APPROVED SUBCONTRACTORS

EXHIBIT D

SCHEDULE OF STATE APPROVED SUBCONTRACTORS

Company	Contract	Phone Number	Address	State (Where Incorporated)
CBSI – Inc. (AMMC)	Leigh Martinez	(720) 540-3222 (248) 526-0600	8620 Wolff Court St. 200 West Minister, C0 80031	Michigan
Highlands – Inc.	Bill Hilton	(303) 924-4066	2432 N. Main St., Ste 200 Longmont, CO 80501	Colorado
Synova - Inc	Bob Hutton	(303) 652-4066 (303) 652-3840	6800 79th. St., Ste 201 Niwot, CO 80228	Michigan
Keane – Inc.	Jim Howe	(303) 924-5382	165 South Union Blvd. Lakewood, CO 80228	Massachusetts
Ciber – Corp.	Brian Hogan	(303) 939-2377	4000 Cambell Avenue Menlo Park, CA 94025	Colorado
Manpower – Corp.	Laura Lindloff	(916) 781-2322	1200 Melody Lane Roseville, CA 95678	Wisconsin
CSI – Corp.	Jackie Shearer	(800) 713-0057 X 321	P.O. Box 24330 Tempe, AZ 8285	Arizona
Spherion – Corp.	Maria Miranda	(916) 927-7789	610 Arden Way, Ste. 218 Sacramento, CA 95815	Florida
CTG – Crop.	Mary Bartholomew	(408) 441-6777 (800) 992-5350 X3490	101 Metro Dr., Ste. 530 San Jose, CA 95110	New York
Kenda – Corp.	Greg Abel	(916) 772-3700	3005 Douglas Blvd. Ste 100	New Hampshire

		X3005	Roesville, CA 95661	
Maxim Group – Inc.	Raba Malak	(916) 561-3024	1651 Response Rd., Ste. 300 Sacramento, CA 95815	Maryland
Hubbert Systems – Corp.	Charlotte Williams	(916) 852-1545	11231 Gold Express, Ste. 100 Gold River, CA 95670	California
Graph X Staff – Corp.	Kristie Bird	(916) 920-2999	2020 Hurley Way, Ste. 395 Sacramento, CA 95825	California
Viridian – Inc.	John Santora	(949) 362-0263	2 Tanglewood Laguna Hills, CA 92656	California
Tascor (Spherion) Corp.	Virginia Chavez	(916) 484- 3960	966 Fulton Ave. Sacramento, CA 95825	Florida
CDI – Corp.	Thomas Young	(408) 727-1895 X115	2880 Lakeside Dr., Ste. 201 St. Clara, CA 95054	California
SDI – Inc.	Huggette Bianchi	(954) 742-4222 X204	7770 W. Oakland Park, Blvd. Ste. 210 Sunrise, FL 33351-6744	Florida
OAO – Corp.	Valeria Snipes	(480) 756-9695	2266 S. Dobson RD. Mesa, CA 85202	

EXHIBIT E
SAMPLE STATEMENT OF WORK

All Statements of Work submitted by CONTRACTOR under this Agreement shall conform to and include the following format and content and shall set forth, in detail acceptable to the COUNTY, and in its sole discretion, all required information.

I. SOW Cover Page Format

STATEMENT OF WORK #[ ]

CONTRACT NUMBER #[ ]

For

[TITLE OF SOW]

FOR THE COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

(IBM Global Services Proposal #[ ])

[mmmm dd, yyyy]

II. SOW Table of Contents Page Format

Table of Contents

		Page #
1.0	Introduction	[ ]
2.0	Overview of Project	[ ]
3.0	County Responsibilities	
4.0	Deliverables and/or Work Products	[ ]
5.0	Total Pricing/Budget	[ ]
6.0	Approvals	[ ]

Table of Exhibits (if necessary)

Exhibit A (name of Exhibit)	A1
Exhibit B (name of Exhibit)	B1

SOW BODY FORMAT

1. Introduction

This section (Introduction) shall detail the nature of the service(s) to be performed, and shall detail the background and pertinent information relating to the origin of the request, the need for the request, and shall list, in general terms, a brief description of the work to be performed.

2. Overview of Project

For each Project named in Section I (Introduction) of this Statement of Work, an overview of all work to be performed shall be included in this Section 2. The detailed descriptions should include, but are not limited to:

2.1 Analysis – List specific steps and detail what must be done to effectively analyze the needs of the System, and the service that is to be performed.

For each person that will perform work for this portion of the Project, a detail of the estimated number of hours necessary and the billing level must be included. Additional costs for peripheral products/ costs must be included detailing the costs for any such support as necessary to successfully complete the Project. Prices must be consistent with Rider I of the STATE Agreement (see Exhibit A – PRICE SCHEDULE FROM THE STATE AGREEMENT).

Personnel Level	Rate	Hours	Cost
Peripheral Support (detail as necessary)	Rate	Units	Cost
SubTotal			

2.2 Development/Methods/Peripheral Support – List specific methods and any hardware/software or other needs to produce the required System modification or perform the required service.

For each person that will perform work for this portion of the Project, a detail of the hours necessary and the billing level must be included. Additional costs for peripheral products / costs must be included detailing the costs for any such support as necessary to successfully complete the Project. Prices must be consistent with Rider I of the STATE Agreement (see Exhibit A – Price Schedules from the STATE Agreement).

Personnel Level	Rate	Hours	Cost
Peripheral Support (detail as necessary)	Rate	Units	Cost
SubTotal			

2.3 Testing – List specific and detailed stage(s) and method(s) that will be used to test the System change or measure the performance of the services.

For each person that will perform work for this portion of the Project, a detail of the hours necessary and the billing level must be included. Additional costs for peripheral products / costs must be included detailing the costs for any such support as necessary to successfully complete the Project. Prices must be consistent with Rider I of the STATE Agreement (see – Price Schedule from the STATE Agreement).

Personnel Level	Rate	Hours	Cost
Peripheral Support (detail as necessary)	Rate	Units	Cost
SubTotal			

2.4 Implementation – List the specific details of implementation including all necessary hardware and software that will be necessary to effectively accomplish and complete the System change(s) or perform the required service.

For each person that will perform work for this portion of the Project, a detail of the hours necessary and the billing level must be included. Additional costs for peripheral products / costs must be included detailing the costs for any such support as necessary to successfully complete the Project. Prices must be consistent with Rider I of the STATE Agreement (see Exhibit A – Price Schedules from the STATE Agreement).

Personnel Level	Rate	Hours	Cost
Peripheral Support (detail as necessary)	Rate	Units	Cost
SubTotal			

3.0 COUNTY Responsibilities

This section shall detail what, if anything, the COUNTY must do at each portion of the Project, and shall be specific as to detail for the COUNTY's involvement. This

section must indicate what phase of the Statement of Work (as detailed in Section 2 - Overview of Project) requires COUNTY involvement and shall detail the projected amount of time that will be necessary for the COUNTY to devote to the Project.

4.0. Deliverables and/or Work Product(s)

This section shall describe the end product of all portions of this Statement of Work as detailed above, and shall list, in complete detail the final product that is being delivered to the COUNTY.

5.0 Total Pricing/Budget

This section shall detail the total pricing for this Project and shall list the associated costs in sufficient detail. For any costs other than personnel (as allowed in Rider I – See Exhibit A – Price Schedule from the STATE Agreement) the cost shall be described in detail in a footnote to the Budget. No retroactive authorization will be permitted.

Personnel Level/Description	Rate/Unit Cost	Hours/Units	Cost
Peripheral Support (detail as necessary)	Rate	Units	Cost
TOTAL			

The following paragraphs shall be included in all Statements of Work, without exception.

5.1 CONTRACTOR shall provide the Deliverables indicated in this SOW #xx for the cost indicated above of $_____, and not to exceed that cost.

In the event that CONTRACTOR fails to deliver and the COUNTY accepts each and every Deliverable in this SOW #xx when XXX hours / $XX,XXX.XX have been expended, CONTRACTOR shall continue to work to complete any Deliverables which have not been accepted by the COUNTY by the earliest possible date. Additionally, CONTRACTOR shall bear any and all risk of cost overruns relating to this SOW #xx, and COUNTY has no obligation to pay for any work and/or other consideration which is in excess of XXX hour/$XX,XXX.XX maximum.

6.0 Approvals

Each Statement of Work must receive prior written approval before any work is performed under the Statement of Work. Signatures below indicate approval of all parties to this Statement of Work. Any work performed without the express written approval of all parties to this Statement of Work shall be deemed a gratuitous effort.

Los Angeles County

By _____
Name _____
Title _____ Date_____

IBM Global Services

By _____
Name _____
Title _____ Date_____

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
X	➢ Only one bona fide source for the service exists; performance and price competition are not available.
	➢ Quick action is required (emergency situation).
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
X	➢ Other reason. Please explain: International Business Machines Corporation is the only vendor who is allowed by the State and Federal government to perform services on the Child Welfare Services/Case Management System (CWS/CMS) and has been providing these services to the State under contract since December 2001.

Kathy House
Deputy Chief Executive Officer, CEO

3/3/10
Date