HOUSING AUTHORITY
County of Los Angeles
Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

August 17, 2004

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE SOFTWARE SUPPORT SERVICES AGREEMENT WITH COMPULINK MANAGEMENT CENTER, INC. (ALL DISTRICTS)
(3 Vote)

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

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Find that the Software Support Services Agreement between the Community Development Commission and Compulink Management Center, Inc. is exempt from the California Environmental Quality Act (CEQA), as described herein, because the proposed Agreement will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director of the Commission to execute a one-year Software Support Services Agreement (Agreement) with Compulink Management Center, Inc. (Compulink), in substantially the form of the attached, to provide software support services and to purchase

100 user licenses for the LaserFiche software, to be effective following approval as to form by County Counsel and execution by all parties.

3. Authorize the Executive Director to use $79,405.33 included in the Commission's approved Fiscal Year 2004-2005 budget for the purposes described above; and authorize the Executive Director to amend and extend the Agreement, for up to an additional four years, at a cost of $46,497.33 per year, following approval as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Authorize the Executive Director of the Housing Authority to reimburse the Community Development Commission for software support services and user licenses for the LaserFiche software, provided under the Commission's Support Services Agreement (Agreement) with Compulink Management Center, Inc. (Compulink), and to use for this purpose $74,743.32 included in the Housing Authority's approved Fiscal Year 2004-2005 budget.

2. Authorize the Executive Director to reimburse the Commission for additional software support services provided to the Housing Authority under any amendments to the Agreement, at a cost of $42,268.32 per year, for a maximum of four additional years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Housing Authority, as a necessary part of its routine functions and operations, shares the use of the LaserFiche software application licensed to the Commission. The Agreement will provide the Commission with 100 additional user licenses, technical phone support, technological fixes, updates, and upgrades to the LaserFiche document management application and the associated modules. These support services will be used by both the Commission and the Housing Authority as a result of their shared use of the LaserFiche software application.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Commission's one-year Agreement will be funded with a total of $79,405.33 included in its approved Fiscal Year 2004-2005 budget. The Housing Authority will reimburse the Commission $74,743.32 for its share of licenses and services purchased under the Agreement, using funds in the Housing Authority's approved Fiscal Year 2004-2005 budget.

The Commission has the option to amend and extend the Agreement for up to an additional four years, at a cost of $46,497.33 per year. The Housing Authority will reimburse the Commission for software support services it receives under any amendments to the Agreement, at a cost of $42,268.32 per year.

The maximum aggregate total cost of the Agreement will not exceed $265,394.65, of which the Commission will fund $21,578.05, and the Housing Authority will fund $243,816.60.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The LaserFiche Electronic Document Management System, which is a software system that converts paper files into electronic data, was implemented in 2001. The software is used for document imaging, document and workflow management, and records management, and helps to reduce onsite storage needs and time spent in locating files.

The Agreement between the Commission and Compulink provides 100 user licenses and technical phone support and technological updates for the LaserFiche software. In addition, the Agreement includes delivery of major software upgrades that include technological and functional enhancements.

The Housing Authority's Section 8 Program provides vouchers to approximately 23,000 tenants, including 1,100 vouchers for special programs. The average Section 8 participant file has 450 pieces of paper. The LaserFiche software allows Housing Authority staff to scan the documents and then route the electronic file to the appropriate caseworker. Once the caseworker completes the assignment, the file is marked "complete," and the document is stored in the tenant's electronic folder. By electronically archiving voucher documents and participant files, staff can concurrently retrieve documents from a centralized database, reduce the amount of time spent locating files, and reduce the amount of paper files that require storage.

In addition to converting incoming documents into electronic format, converting documents already in storage into electronic format will free storage space and make accessing information more efficient. The purchase of 100 additional user licenses for the LaserFiche software will allow more staff to access and retrieve archived data online.

The Commission uses the LaserFiche software for records management purposes, decreasing the space needed for storage of paper files and making access to archived records more efficient.

Should Compulink require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for

Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Compulink will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement has been reviewed by County Counsel. In addition, the recommendation to approve the Agreement has been approved by the County Chief Information Officer (CIO), based on the attached analysis.

At its meeting of July 28, 2004, the Housing Commission recommended approval of this action.

ENVIRONMENTAL DOCUMENTATION:

Approval of the above-described expenditures is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The Agreement is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15061 (b)(3) because the activities are covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

At the inception of the solicitation in March 2000, open and competitive bidding was conducted for LaserFiche software. The competitively bid contract has expired, and without risking serious damage to the programs, data and the consequent loss of time and productivity, the service and support of the software can only be provided by Compulink, the manufacturer of the software. The additional 100 licenses are an inter-member of the current electronic document management system. The price is discounted and falls within the industry standard for software support. Therefore, a non-competitive, sole source procurement process was utilized in accordance with the Commission's approved policies and procedures.

The Housing Authority will not be entering into a contract with Compulink. The Agreement will be between the Commission and Compulink to provide support services for software licensed to the Commission and installed on Commission-owned equipment. As described above, the Housing Authority shares the use of Commission's software application in order to carry out its routine functions and operations.

IMPACT ON CURRENT SERVICES AND PROJECTS:

The Agreement will allow for the access to software updates and reduce the amount of downtime by having Compulink's staff available to resolve any software errors that may occur. The Agreement will also expand the number of staff that has access to archived electronic documents.

Respectfully submitted,

for CARLOS JACKSON
Executive Director

Reviewed by:

JON FULLINWIDER
Chief Information Officer
COUNTY OF LOS ANGELES

Attachments: 2

CIO ANALYSIS

SOFTWARE SUPPORT SERVICES AGREEMENT WITH COMPULINK MANAGEMENT CENTER, INC.

(ALL DISTRICTS)
(3 Vote)

CIO RECOMMENDATION: ☐ APPROVE ☒ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 4

Contract Components:
☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Carlos Jackson, Director CDC

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$265,395
Aggregate Contract Amount	$265,395

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100%

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? Electronic Document Management Systems (EDMS) is an identified I/T capability identified in CDC's BAP
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The County is currently in the process of developing an

		EDMS Enterprise strategy.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards? No current EDMS standards currently exist,

Project/Contract Description:

The proposed Agreement between the Community Development Commission (CDC) and Compulink will provide an additional 100 user licenses and continuing technical phone support and technological updates for the LaserFiche software for the EDMS system that was originally purchased in 2001. In addition, the Agreement includes delivery of major software upgrades that include technological and functional enhancements. This Agreement is required because the original competitively bid agreement with Compulink has expired.

Background:

The LaserFiche Electronic Document Management System is a software system that converts paper files into electronic data and has been used since 2001 for document imaging, document and workflow management, and records management, and helps to reduce onsite storage needs and time spent in locating files.

Project Justification/Benefits:

The Housing Authority's Section 8 Program provides vouchers to approximately 23,000 tenants, including 1,100 vouchers for special programs. The average Section 8 participant file has 450 pieces of paper. The LaserFiche software allows Housing Authority staff to scan the documents and then routes the electronic file to the appropriate caseworker. Once the caseworker completes the assignment, the file is marked "complete," and the document is stored in the tenant's electronic folder. By electronically archiving voucher documents and participant files, staff can concurrently retrieve documents from a centralized database, reduce the amount of time spent locating files, and reduce the amount of paper files that require storage.

In addition to converting incoming documents into electronic format, converting documents already in storage into electronic format will free storage space and make accessing information more efficient. The purchase of 100 additional user licenses for the LaserFiche software will allow more staff to access and retrieve archived data online.

CDC uses the LaserFiche software for records management purposes, decreasing the space needed for storage of paper files and making access to archived records more efficient.

Project Metrics

The measurable deliverables from this Agreement are the delivery of the 100 additional LaserFiche software licenses and uninterrupted maintenance and support, including product upgrades.

Impact If Proposal Is Not Approved

Without this Agreement, CDC will no longer receive support and access to software updates that may result in the inability to store or retrieve electronic documents if the system fails. The additional 100 licenses will also allow more staff to take advantage of the stated benefits of the electronic document management system.

Alternatives Considered:

CDC asserts that Compulink is the manufacturer and only distributor of the LaserFische software and therefore the only vendor that can provide additional licenses and support for their existing EDMS system. CDC has provided the Chief Information Office (CIO) with a copy of a sole source justification approved by the Executive Director.

Project Risks:

Risks associated with this license and support agreement include the failure of the contractor to deliver and maintain the new and existing licenses as specified in the Agreement.

Risk Mitigation Measures:

The Agreement provides for remedies if the vendor fails to perform as specified under the specified service levels.

Financial Analysis:

There is no impact on the County general fund. The CDC's one-year agreement will be funded with a total of $79,405.33 included in its approved Fiscal Year 2004-2005 budget. The Housing Authority will reimburse CDC $74,743.32 for its share of licenses and services purchased under the Agreement, using funds in the Housing Authority's approved Fiscal Year 2004-2005 budget. The remaining $4,666.01 will come from CDC's' Fiscal Year 2004-2005 budget.

The Community Development Commission has the option to amend and extend the Agreement for up to an additional four years, at a cost of $46,497.33 per year. The Housing Authority will reimburse CDC for software support services it receives under any amendments to the Agreement, at a cost of $42,268.32 per year. The remaining $4,224.01 will come from the CDC's budget.

The maximum aggregate total cost of the Agreement will not exceed $265,394.65, of which

CDC will fund $21,578.05, and the Housing Authority will fund $243,816.60. It should be noted that the services portion of this agreement is under the $250,000 threshold requiring prior Board notice before negotiating a sole source agreement.

CIO Concerns:

The Agreement may undergo some revisions prior to its execution by the vendor. To ensure that the executed agreement conforms to the County's contracting standards, it should be reviewed by County Counsel and the CIO prior to its execution by the Executive Director.

CIO Recommendations:

The CIO recommends approval with modifications of the Software Support Services Agreement with Compulink with the understanding that the final agreement must be reviewed and approved by County Counsel and the CIO prior to execution by the County.

CIO APPROVAL

Date Received: August 4, 2004 (final version)

Prepared by:

Date: August 4, 2004

Approved:

Date: August 5, 2004

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Community Development Commission

CONFIRMED BY

July 19, 2004

TO: **Carlos Jackson, Executive Director**

Ben Martinez, Manager
Central Services

FROM: **Richard Peters, Manager**
Information Technology

RE: **REQUEST TO UTILIZE THE NON-COMPETITIVE PROCUREMENT PROCESS (SOLE SOURCE)**

The purpose of this memorandum is to request your approval for utilizing the non-competitive procurement process (sole source) for the Compulink Management Center, Inc. Software Support Services contract.

In 2004, an agreement with Compulink was entered into to provide software support services, upgrade existing modules and purchase additional user licenses. The total contract sum was $35, 503.54. The original contract has expired, and a new agreement was created to continue software support of the LaserFiche application, and to purchase additional user licenses.

The new contract with Compulink will provide the following services to the Commission: technical phone support, technological updates to the software, and delivery of major software upgrades. The maximum aggregate total of this agreement will not exceed $268,229.70. The first year is a total cost of $74,743.32, which includes software support and the purchase of 100 licenses. In the new agreement, there is an option to renew for years two through five for software support services in the amount of $42,268.32 per year. The costs associated with this agreement have been determined to be fair and reasonable.

Compulink Management Center, Inc. is the manufacturer of the software; therefore, we ask that you to approve the utilization of the non-competitive (sole source) procurement process for this contract. If you have any questions regarding this matter, please feel free to contact Kerenda Inyama at extension 7308.

Approved by:

Ben Martinez, Purchasing Officer — 7/20/04 Date

Carlos Jackson, Executive Director — Date

SOFTWARE SUPPORT SERVICES AGREEMENT
BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
AND COMPULINK MANAGEMENT CENTER, INC.

This Software Support Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2004, by and between the Community Development Commission of the County of Los Angeles (hereinafter "the Commission" or "Licensee") and Compulink Management Center, Inc, a California corporation (hereinafter "Compulink " or "Contractor").

RECITALS

WHEREAS, the Commission desires to enter into this Agreement with Contractor for the purchase of additional operating system licenses and software support of the LaserFiche application and its modules; and

WHEREAS, Contractor remains in the business of providing software support services, including technical phone support, technological fixes, updates and upgrades to the application and its modules; and

WHEREAS, the Commission and the Contractor desire to enter into this Agreement to enable Compulink to continue provision of software support services for the LaserFiche application and its modules, conversion training, updates, and upgrades; and

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, the Commission and Contractor agree as follows:

TERMS AND CONDITIONS

1. APPLICABLE DOCUMENTS

1.1 Interpretation

1.1.1 The provisions of this document along with Exhibits A, B and C attached hereto and described in Paragraph 1.1.2 below, to the extent applicable to the Software Support Services provided under this Agreement, collectively form and throughout and hereinafter are referred to as the "Agreement".

1.1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service or other work,

or otherwise between and/or among this document and/or the Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to this document as the body of this Agreement, and then to the Exhibits thereto, according to the following order of priority:

1. Exhibit A – Statement of Work
2. Exhibit B – Fee Schedule
3. Exhibit C – Safely Surrendered Baby Law Fact Sheet

2. DEFINITIONS

The terms and phrases in this Paragraph 2 in bold and in quotation, shall have the meanings set forth below when used in this Agreement throughout and hereafter.

2.1 Business Day(s); business day(s)

"Business Day(s)" or **"business day(s)"**, whether used with initial capitalization or not, whether singular or plural, means Monday through Friday, excluding the Commission holidays.

2.2 Contract Sum

"Contract Sum" means the maximum monetary amount payable by the Commission to Contractor under this Agreement, as set forth in Paragraph 5.1 "Contract Sum".

2.3 County

"County" means the County of Los Angeles, California.

2.4 Day(s); day(s)

"Day(s)" or **"day(s)"**, whether used with initial capitalization or not, whether singular or plural, means calendar day(s) and not business day(s), unless otherwise expressly specified.

2.5 Documentation

"Documentation" means the formal printed-paper manuals and/or online versions that include descriptive materials and screen displays of all applicable screens and screen choices in the application software.

2.6 Effective Date

"Effective Date" has the meaning set forth in Paragraph 4 "Term".

2.7 Commission

"Commission" means the Community Development Commission of the County of Los Angeles, California.

2.8 LSAP

"LSAP" means the LaserFiche Software Assurance Plan.

2.9 Licensee

"Licensee" means the Community Development Commission of the County of Los Angeles.

2.10 Software

"Software" means the encrypted source code and/or compiled object code version of computer programs and any related documentation, excluding maintenance diagnostics.

2.11 Software Module

"Software Module" means an application software package that is designed to automate a business unit or department. Software modules can run independently of one another but are sold as an integrated and fully linked whole, part of a series of modules, designed to seamlessly and automatically integrate.

2.12 Source Code or Object Code Purchased or Escrow Released

"Source Code or Object Code Purchased or Escrow Released" means all third party software developed, modified, customized, enhanced, or owned by LaserFiche. Included in this definition are all system utilities and diagnostic software developed, modified, customized, enhanced or owned by Compulink. The software will be released with either NO encryptions, or encryptions will be deactivated, or the licensee will have all encryption keys to permit the licensee to disengage or deactivate all encryptions. Also to be provided is the then most current documentation and any other Contractor developed tools to maintain the software.

2.13 State

"State" means the State of California.

2.14 Support Event

"Support Event" means a support incident called in by Licensee requiring standard support. Contractor shall assign an Event number to all Support Events and that number shall remain the same regardless of the status or type of event assigned internally at Contractor.

2.15 System Configuration

"System Configuration" means the hardware peripherals, cabling, local area network and other communications devices related to the physical installation.

2.16 Third Party Software

"Third Party Software" means any software not developed by Contractor.

2.17 User Guide

"User Guide" means a custom designed guide for a specific Licensee that is functionally specific and workflow oriented.

3. STANDARD OF SERVICES

Contractor shall provide its software support services and upgrade of the software to Microsoft SQL under this Agreement in accordance with the industry standards prevailing at the time the software support services are rendered. In the event that failure by Contractor to comply with the provisions of this Paragraph 3 amounts to a material breach of Contractor's software support services obligations under this Agreement, the Commission may, in its sole discretion, terminate this Agreement pursuant to and in accordance with Paragraph 19 "Termination for Default".

4. TERM

This Agreement shall commence on the day and year first above written (hereinafter the "Effective Date") and shall remain in full force and effect until June 30, 2005 (hereinafter the "Initial Term"), unless sooner terminated, in whole or in part, as provided herein. At the end of the Initial Term or any Extended Term (as defined in this Paragraph 4 below), the Commission may extend this Agreement automatically, without further act, for up to four (4) consecutive twelve-month periods (hereinafter "Extended Term(s)"), up to and through June 30, 2009, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Extended Term, the Commission notifies Contractor in writing that it intends not to extend the Agreement any further. The term shall be deemed extended upon payment by the Commission of Compulink's invoice for the upcoming extension period.

5. COMPENSATION AND INVOICES

5.1 Contract Sum

5.1.1 The Contract Sum under this Agreement shall be the total monetary amount payable by the Commission to Contractor for providing tasks and deliverables specified under this Agreement.

The Contract Sum for this Agreement, authorized by the Commission hereunder, shall not exceed Two Hundred Sixty-Five Thousand, Three Hundred and Ninety-Four and 65/100 Dollars ($265,394.65). The Contract Sum for the first contract year shall not exceed Seventy-Nine Thousand, Four Hundred and Five and 33/100 Dollars ($79,405.33). The Contract Sum for Years 2, 3, 4 and 5 shall not exceed Forty-Six Thousand, Four Hundred and Ninety-Seven and 33/100 Dollars ($46,497.33) per year.

6. INVOICES

6.1 General

Contractor shall invoice the Commission upon the receipt and acceptance of services rendered by Contractor as specified in Exhibit A "Statement of Work" and Exhibit B "Fee Schedule" in accordance with Paragraph 5.1.1 and the terms of this Agreement. Contractor shall submit the invoices to the following address, unless otherwise directed by the Commission:

Mr. Yui Cheng, Director
Financial Management Division
The Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

6.2 Sales/Use Tax

The Contract Sum shown in Paragraph 5.1 "Contract Sum" above shall be deemed to include all amounts necessary for the Commission to reimburse Contractor for all applicable California and other state and local sales/use taxes on software support services procured by the Commission pursuant to, or otherwise due as a result of, this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all such California and other state and local sales/use taxes, and Contractor shall not bill the Commission for any such taxes. In the event Contractor fails to pay such California or any other state or local sales/use tax, Contractor shall immediately reimburse the

Commission for any and all tax amounts collected from the Commission as a result of such failure and any attorneys' fees, including costs, associated therewith.

7. PAYMENTS

Contractor shall be paid in accordance with the Commission's standard accounts payable system. The Commission will pay Contractor's invoices within thirty (30) calendar days of receipt and approval thereof. In the event the Commission fails to pay an invoice within a thirty (30) day period, Contractor shall provide a notice to the Commission of such failure, upon receipt of which the Commission shall cure the non-payment within thirty (30) calendar days from the later of: (i) the receipt of the notice or (ii) the expiration of the current software support services term. Failure to cure within such thirty-day (30) period by the Commission shall constitute a breach by the Commission, upon which Contractor may suspend or terminate this Agreement.

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Subject to the provisions of Paragraph 19 "Termination for Default", Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, including the Commission's election not to renew this Agreement for any additional software support services term in accordance with this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement. Contractor has no obligation to provide services beyond the expiration of the current software support services term.

9. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the 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 of the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or designee.

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

10. WARRANTY

Contractor warrants that its software support services shall be performed in accordance with the industry standards prevailing at the time the services are rendered and the applicable warranty provided in the License Agreement.

11. CHANGE NOTICES AND AMENDMENTS

11.1 No representative of either the Commission or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 11.

11.2 Except as otherwise provided in this Agreement, for any change requested by the Commission which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved by the Commission's Board of Commissioners, prepared and executed by the Commission's Executive Director and Contractor's authorized representative, upon mutual agreement of both parties.

11.3 Facsimile

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the Commission and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 11 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

12. SUCCESSORS AND ASSIGNMENT

This Agreement may not be assigned except with the prior written consent of the parties, which consent shall not be unreasonably withheld. In the event of any assignment of this Agreement by Contractor, Contractor shall provide the

Commission with a commercially reasonable notice, at least thirty (30) days prior to such assignment.

13. CONFIDENTIALITY

Contractor, and its officers, employees, agents and subcontractors, shall keep confidential all of its reports, records, data and information received, including, but not limited to, billing and the Commission records, prepared or assembled pursuant to the performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission, subject to applicable law.

14. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify Contractor in writing within ten (10) days of receipt of non-appropriation notice.

15. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles, the County of Los Angeles, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

16. NEWS RELEASES

Contractor shall issue no news releases naming the Licensee without the prior written consent of Licensee's Executive Director, and then only in coordination with Licensee.

17. DATE AND TIME COMPLIANCE

Contractor certifies that Application Software is compliant to properly handle date/time functions.

18. THE COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvements/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 19, or seek other remedies as specified in this Agreement.

19. TERMINATION FOR DEFAULT

The Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement if (i) Contractor has failed to comply with any provision of this Agreement, amounting to a default by Contractor or (ii) Contractor breached a material software support services provision and such breach has not been cured within thirty (30) days of written receipt of notice of such breach and description thereof. Upon receipt of notice of such election, Contractor shall pay to Licensee an amount equal to the pro-rata portion of the then current software support services fees paid to, but unearned by, Contractor.

19 a. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that 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 Service Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 "Contractor's Warranty of Adherence to the Commission's Child Support Compliance Program" shall constitute a default under this Agreement. Without limiting the rights and remedies available to the Commission 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 Commission may terminate this Agreement pursuant to Paragraph 19 "Termination For Default" and pursue debarment of Contractor, pursuant to the Commission Policy.

22. POST MOST WANTED DELINQUENT PARENTS LIST

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage all the Commission contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The CSSD will supply Contractor with the poster to be used.

23. 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 set forth in Exhibit C "Safely Surrendered Baby Law Fact Sheet" of this Contract and is also available in Spanish on the Internet at www.babysafela.org for printing purposes.

24. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission'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.

25. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

26. INDEPENDENT CONTRACTOR STATUS

26.1 This Agreement is by and between the Commission and Contractor and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Commission and Contractor. The employees and agents of one party are not and shall not be, or 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.

26.2 Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. The Commission 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 performing work on behalf of Contractor.

26.3 The employees and agents of Contractor or any of its subcontractors shall, while on the premises of the Commission, comply with all rules and regulations of the premises provided by the Commission or known to Contractor, including, but not limited to, security requirements, and applicable Federal and State Laws.

27. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles, and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-policy limit	$1,000,000
Disease-each employee	$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than $1,000,000 aggregate combined single limit, unless requirement has be been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, Commission Risk Management may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

28. EMPLOYEES OF CONTRACTOR

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. Contractor assumes all liability for the actions of Contractor's employees and subcontractors acting as agents for purposes of this Agreement and is responsible for taking appropriate action after reports of harassment are received by Contractor.

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

29. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

30. SAFETY STANDARDS AND ACCIDENT PREVENTION

Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

31. COMPLIANCE WITH LAWS

Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 20-24, inclusive, and 32-41, inclusive.

32. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

33. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

34. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States

shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

35. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Contractor will send to each labor union or representative of workers with which he it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and

remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

36. CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the 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 Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

37. FEDERAL LOBBYIST REQUIREMENTS

A. *Federal Lobbyist Requirements:* The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Contractor will comply with the Lobbyist Requirements.

Failure on the part of Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

38. 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.

39. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

40. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor, which shall include consultants, 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 policy of the Commission to conduct business only with responsible contractors.

B. Contractor is hereby notified that, if the Commission acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar Contractor from bidding on the Commission contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the Commission.

C. The Commission may debar a contractor if the Commission's Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with County, the Commission, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, the Commission or any other public entity, 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 County, the Commission or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Commission's Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors and sub-consultants of the Commission contractors.

41. COMPLIANCE WITH JURY SERVICE PROGRAM

Written Employee Jury Service Policy

1. It is Commission's policy that unless Contractor has demonstrated to the Commission's satisfaction either that Contractor is not a "Contractor" as defined below or that Contractor qualifies for an exception, Contractor shall have and adhere to a written policy that provides that its Employees (as defined below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph 41, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with the Commission contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County or the Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines

the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph 41 may constitute a material breach of this Agreement, upon which the Commission may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future the Commission contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

42. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

43. CONFLICT OF INTEREST

No the Commission employee whose position with the Commission enables such employee to influence the award of this Agreement or any competing agreements, 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 the Commission's approval or ongoing evaluation of such work.

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. Contractors represents that, to the best of its knowledge, it is not aware of any facts, which do or could create a conflict of interest. If a party 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 the Commission. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

44. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

45. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

46. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

47. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

48. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

49. NOTICES

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that the Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:
Mr. Yui Cheng, Director
Financial Management Division
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Contractor:
General Manager
Compulink Management Center, Inc.
11040 Santa Monica Blvd., Suite 350
Los Angeles, CA 90025

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

50. CONTINGENT FEES

Contractor represents 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.

51. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

52. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and the Commission 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 indemnification obligations hereunder.

53. SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason:

13 (Confidentiality);
15 (Indemnification);
42 (Access and Retention of Records);
44 (Severability);
51 (Governing Law, Jurisdiction and Venue).

54. ENTIRE AGREEMENT

The body of this Agreement, together with the Recitals and all Exhibits thereto, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations relating to the subject matter of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this _____day of _____, 2004.

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By_____
Carlos Jackson
Executive Director

COMPULINK MANAGEMENT CENTER, INC.

By_____
Henry B. Eisner
CFO/Vice-President

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By_____
Deputy

Exhibit A: Statement of Work

Scope of Work

Project Scope

Contractor agrees to update new modules and all service packs to bring the LaserFiche software current and in compliance with Compulink license standards. Contractor agrees to verify all modules including: LaserFiche Enterprise and Standard Server; LaserFiche full and retrieval Clients; Workflow rules, e-mail notification and audit trail; Web Access Enterprise; WebLink Enterprise; Barcode and Real Time Lookup for Quick Fields; Snapshot; Toolkit and Plus Plug-in are working correctly on the server and workstation installations. Contractor agrees to provide standard software support. The Third-Party Software is licensed to the Commission by Compulink Management Center, Inc. (d.b.a. LaserFiche Document Imaging). These application software products are listed on the attached Exhibit B. Contractor agrees to provide support services to enable the Licensed Software to perform substantially in accordance with Contractor's documentation and compliant with federal statutory and regulatory requirements. Said software support services shall be provided by Contractor only at its principal offices in California. Standard support shall be available and performed by Contractor either by telephone, e-mail, and Internet connection or on-site. There will be no additional charges for the telecommunication costs of voice or data transmission.

Test Systems

Compulink Management Center will, on a reasonable basis, keep active and fully utilize the test systems in their offices for every LaserFiche approved platform on which customers currently run software covered under this Agreement. The current list of environments includes, but is not limited to:

- Windows 2000
- Windows 95/98/2000 or current MS desktop O/S release for workstations

Communication Plan

Methods for Requesting Support

Compulink Management Center shall make available the following methods for requesting and obtaining Standard Support:

- A phone line that is directly accessible by Licensee and calls must be answered within four (4) hours during Normal Business Hours.
- Voice mail available on a 24/7 basis.
- Ability to request support via web site.
- Ability to request and receive Standard Support via e-mail.

Compulink Management Center will not close support events classified as Standard Support without the concurrence of the Licensee. However, if Licensee does not respond within twenty -one (21) days to Compulink Management Center's attempt to reach such an agreement, the support event will be deemed closed. If for any reason the Licensee was not able to properly respond to Compulink Management Center's attempts, the Licensee can request to put the event back on the open support event list.

Support Event Numbers

Compulink Management Center shall assign a permanent reference number (call tracking event number) to each Support Event and e-mail or fax a notification and confirmation thereof to the Licensee within four (4) hours of receiving a support call from Licensee. Compulink Management Center shall provide quarterly call usage reports, service logs, and summaries of the service requests placed by Licensee within the last quarter upon request. Compulink Management Center shall provide automatic e-mail or fax notification to designated licensee contact on closed support events. In addition, Compulink Management Center shall provide Licensee courtesy follow-up calls on a routine basis to ensure customer satisfaction.

Web site

Compulink Management Center shall provide a web site that includes the following services:

- Frequently Asked Questions page with associated responses or answers
- Hardware configuration documentation, including minimum requirements
- Company announcements
- List of Application Software modules and Add-ons
- Custom programming request listing and written descriptions of specifications
- Knowledge base as defined

Software updates will be provided on the web site with an e-mail notification to licensee's designated contact when the information is available.

Documentation

Compulink Management Center shall provide electronic, up-to-date and comprehensive documentation for the LaserFiche product line, including user manuals, product updates, and installation procedures. When there are procedural changes, Compulink Management Center will send a fax or e-mail to the Licensee to alert them of the new procedures that will be posted to the Compulink Management Center web site.

Terms

Entitlement to Future Application Software

Compulink Management Center will provide updates and patches as released to the Application Software, at no additional license fee according to the following terms:

Once a customer has licensed a module from Compulink Management Center, including any purchased Add-ons, and has continued to pay LSAP fees, the customer is entitled to any updates, patches or bug fixes for the Software Module or Add-on provided by LaserFiche.

Upgrades to LaserFiche software, such as in the case of a database platform change (e.g., Microsoft SQL to Oracle), may not be fully covered by LSAP and the right to free upgraded versions of existing software. However, in such a case, credit from the original purchase can usually be applied to purchase of the software upgrade.

Licensee must remain current on LSAP fees to qualify.

Guidelines and Restrictions.

1. Each Software Module or Add-on must be licensed from LaserFiche, its assigns or successors.
2. Licensee must pay all recurring LSAP maintenance fees associated with software license.
3. This entitlement does not apply to database licenses or other third party software not owned by LaserFiche, its assigns or successors.
4. Licensee is responsible for the cost of hardware, related software, or services necessary to properly implement upgraded software (e.g. new servers, operating system, training, consulting).
5. Additional application software seats, if applicable, are sold separately.
6. Licensee understands that if Licensee decides to upgrade to a new Software Module according to this entitlement, the new Software Modules may not provide the same functionality as the previous Software Module.
7. Compulink Management Center will support the LaserFiche for Microsoft SQL product and guarantee the software workflow, e-mail notification, audit trail, WebLink, Web Access, Barcode for Quick Fields, Snapshot, Plus Plug-in, data and system setups allowing for processing to continue as developed.

VIP Services Level 1 Plan

To create the least amount of burden on the IT staff, and optimize the benefits of your LaserFiche software we recommend our VIP support package. Our VIP Services program offers on-site support, a dedicated support engineer, and remote access support among other services. Compulink maintains a handful of direct customers in order to keep close ties with users in various industries through whom we solicit feedback that is incorporated in the LaserFiche development roadmap.

The following is a list of services that we provide as part of our VIP Services program:

- Dedicated Support Engineer - A PSG Support Engineer will serve as your primary contact for LaserFiche and hardware support through a direct telephone line.

- Next Day On-Site Support - The On-Site Support hours can be used for upgrade installation, problem solving, and consulting. Level 1 VIP includes ten days a year on-site, level 2 includes five days a year.

- Training – On-site support hours can also be used for training additional staff features or for "brush up" refresher courses.

- Remote Access Support - Your dedicated PSG Support Engineer can dial into your LaserFiche server remotely to start the troubleshooting process in advance of any on-site work needed.

- Preventative Maintenance - Guaranteed, twice-yearly visits will optimize system functions. As part of these "checkups", PSG can install new releases (with current LSAP) and new equipment; provide training on new features, fix operator errors and make recommendations on system upgrades.

- Discounted Services – Receive discounts on PSG Services such as integration with existing systems, workflow management consulting or converting from other imaging systems. Additional training days can also be purchased at a discount.

- Discounted Backfile Conversion – Receive discounts on backfile conversion from microfiche, microfilm, and paper documents ranging in size from business cards to E-size drawings.

LaserFiche Software Assurance Plan

The LaserFiche Software Assurance Plan (LSAP) provides the coverage necessary to maintain your LaserFiche solution in the face of the technological changes that are an inevitable part of doing business in the real world.

100% Credit for Software Upgrades

LaserFiche systems undergo continual customer-driven enhancements, and LaserFiche engineers leverage advancements in hardware and software to best serve customer needs. Periodic new releases and updates are necessary to deliver these improvements to customers. LSAP helps subscribers preserve existing investments by providing 100% credit for software upgrades.

LSAP subscribers also receive free 24-hour FTP access to new LaserFiche releases as well as updated drivers. LaserFiche routinely issues two to four new releases and updates per year. Running the most current version of LaserFiche guarantees the best possible system performance.

Information Direct from the Manufacturer

Reliable, factory-direct information is the best way to stay informed of developments that affect your document imaging and management solution. LSAP subscribers receive regular newsletters and technical bulletins to keep users and administrators informed, including technical tips and stories about how others get the most out of their systems.

The LaserFiche User and Support sites, available exclusively to LSAP subscribers, also contain advanced technical information, training videos and a user community forum where users share ideas with thousands of other LaserFiche customers around the world.

Exhibit B: Fee Schedule

Quote # 15901/20276 LaserFiche Quote for the Commission

Product Name	Quantity	Unit Price	Discount	Total
LF Enterprise Server LSAP	1 Year	$4,200.00	($200.00)	$ 4,000.00
LF Full User	50	$550.00	($2,500.00)	$ 25,000.00
LF Full User LSAP	1 Year (75)	$110.00	($2,250.00)	$ 6,000.00
LF Full User LSAP	1 Year (50)	$110.00	($1,500.00)	$ 4,000.00
LF Retrieval User LSAP	1 Year (100)	$44.00	($1,200.00)	$ 3,200.00
LF Snapshot Per User	50	$100.00		$ 5,000.00
LF Snapshot LSAP	1 Year (50)	$20.00	($200.00)	$ 800.00
Weblink Enterprise LSAP	1 Year	$3,190.00	($631.00)	$ 2,559.00
LF Plus Plug in LSAP	1 Year	$1,590.00	($983.00)	$ 607.00
LF Workflow LSAP	1 Year	$5,000.00	($1,000.00)	$ 4,000.00
Complete Toolkit LSAP	1 Year	$750.00	($350.00)	$ 400.00
Quickfields LSAP	1 Year	$100.00	($21.00)	$ 79.00
QF Bar Code LSAP	1 Year	$300.00	($61.00)	$ 239.00
QF Real Time Lookup LSAP	1 Year	$100.00	($21.00)	$ 79.00
LF Full User LSAP	1 Year (4)	$110.00	($120.00)	$ 320.00
LF Standard Server LSAP	1 Year	$1,320.00	($360.00)	$ 960.00
LF Snapshot LSAP	1 Year (2)	$20.00	($8.00)	$ 32.00
LF Snapshot LSAP	1 Year (73)	$20.00	($292.00)	$ 1,168.00
Watermark LSAP	1 Year	$1,000.00	($201.00)	$ 799.00
LF Web Access Enterprise LSAP	1 Year	$3,190.00	($631.00)	$ 2,559.00
LF Snapshot LSAP	1 Year (4)	$20.00	($12.80)	$ 67.20
LF Snapshot	1 Year (4)	$100.00	$0.00	$ 400.00
VIP Services Level 1 (10 days)	1	$12,000.00		$ 12,000.00
Subtotal Without Tax or Shipping				**$ 74,268.20**
Estimated Tax (8.25%) Taxable Amt: $62268.2				**$ 5,137.13**
Total with Tax				**$ 79,405.33**

****Pricing for Year 1. ****

Quote # 15901/20276 LaserFiche Quote for the Commission
Annual Software Support

Product Name	Quantity	Unit Price	Discount	Total
LF Enterprise Server LSAP	1 Year	$4,200.00	($200.00)	$ 4,000.00
LF Full User LSAP	1 Year (75)	$110.00	($2,250.00)	$ 6,000.00
LF Full User LSAP	1 Year (50)	$110.00	($1,500.00)	$ 4,000.00
LF Retrieval User LSAP	1 Year (100)	$44.00	($1,200.00)	$ 3,200.00
LF Snapshot LSAP	1 Year (50)	$20.00	($200.00)	$ 800.00
Weblink Enterprise LSAP	1 Year	$3,190.00	($631.00)	$ 2,559.00
LF Plus Plug in LSAP	1 Year	$1,590.00	($983.00)	$ 607.00
LF Workflow LSAP	1 Year	$5,000.00	($1,000.00)	$ 4,000.00
Complete Toolkit LSAP	1 Year	$750.00	($350.00)	$ 400.00
Quickfields LSAP	1 Year	$100.00	($21.00)	$ 79.00
QF Bar Code LSAP	1 Year	$300.00	($61.00)	$ 239.00
QF Real Time Lookup LSAP	1 Year	$100.00	($21.00)	$ 79.00
LF Full User LSAP	1 Year (4)	$110.00	($120.00)	$ 320.00
LF Standard Server LSAP	1 Year	$1,320.00	($360.00)	$ 960.00
LF Snapshot LSAP	1 Year (2)	$20.00	($8.00)	$ 32.00
LF Snapshot LSAP	1 Year (73)	$20.00	($292.00)	$ 1,168.00
Watermark LSAP	1 Year	$1,000.00	($201.00)	$ 799.00
LF Web Access Enterprise LSAP	1 Year	$3,190.00	($631.00)	$ 2,559.00
LF Snapshot LSAP	1 Year (4)	$20.00	($12.80)	$ 67.20
VIP Services Level 1 (10 days)	1	$12,000.00		$ 12,000.00
Subtotal Without Tax or Shipping				**$ 43,868.20**
Estimated Tax (8.25%)				**$ 2,629.13**
Taxable Amt: $31868.2				**$ 2,629.13**
Total with Tax				**$ 46,497.33**

******This fee schedule is good for a period of five (5) years from the Effective Date and shall survive the term of this Agreement. Compensation under any amendments to this Agreement or any new contracts entered into between the parties within said 5-year period for the same or similar services shall not deviate from this fee schedule. *********

Exhibit C: Licensed and Supported Software

Software supported.

LaserFiche 5.x Pervasive SQL
LaserFiche 6.x MS SQL
LaserFiche Barcode
LaserFiche Workflow
LaserFiche Snapshot
LaserFiche Client
LaserFiche Plus Plug-in
LaserFiche Complete Integrator's Toolkit
LaserFiche Weblink Enterprise
LaserFiche Web Access Enterprise
LaserFiche WaterMark
LaserFiche Quick Fields
    Barcode
    Real Time Lookup

Supported Software and Interfaces. Compulink will provide VIP support for all of the LaserFiche software and third party software integration for OCR for Forms/OCR for Anydoc.

Exhibit C: Safely Surrendered Baby Law Fact Sheet

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.