COUNTY OF LOS ANGELES
CHIEF INFORMATION OFFICE
500 West Temple Street
493 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

Telephone: (213) 974-2008
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July 25, 2006

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

Dear Supervisors:

APPROVAL OF IBM MASTER SERVICES AGREEMENT
(ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to execute the attached proposed sole source Master Services Agreement (Agreement) with International Business Machines Corporation (IBM) for professional consulting and support services. The proposed Agreement will be effective upon execution by your Board through July 31, 2009. This proposed Agreement also provides for two (2) two-year extensions, upon approval by your Board. The total annual amount authorized for expenditure under the proposed Agreement shall not exceed $6,000,000.

2. Delegate to the Chief Information Officer the authority to execute Work Orders (and necessary change orders to existing Work Orders) having a maximum sum of $300,000 or less.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Similar to the Microsoft Master Services Agreement that your Board approved on May 24, 2005, the proposed IBM Master Services Agreement (Agreement) represents another strategic agreement for the County. The proposed Agreement will give County departments easy access to valuable IBM technical resources that can only be obtained from IBM, to assist with planning and ensuring the sustaining viability of services reliant on IBM technologies. IBM products serve an essential role in the effective operation of the County's computer systems. These services include mainframe support, Internet/Intranet websites, server consolidation, digital content management, database management, legacy system migration, storage management, and systems planning. The proposed Agreement provides a structure that streamlines and standardizes the acquisition process for these services across the County.

BACKGROUND

County departments have been acquiring IBM services through individually negotiated contracts approved by the Purchasing Agent. While this process has worked with a varying degree of success, Board approval will be necessary as departments continue to renew their contracts and the aggregate amount exceeds the threshold allowed by the Purchasing Agent. Additionally, negotiating with IBM for each contract proved to be not only resource and time-consuming, but the process does not ensure a standardized approach for pricing services or adherence to County terms and conditions. Because of the widespread use of IBM products on mainframe and smaller servers throughout the County, the ability to have access to IBM's professional consulting and support services is important in obtaining timely problem resolution and in maximizing product capabilities.

The following departments have expressed the need to contract with IBM on either professional or support services: Department of Health Services, Internal Services Department, Department of Children and Family Services, and Department of Mental Health.

By approving the proposed Agreement, your Board is establishing the terms and conditions under which IBM services will be acquired. The County is not obligated to expend any funds until a Work Order is executed, and each Work Order will be governed by the terms and conditions set forth in the proposed Master Agreement. Services over $300,000 shall be sent to your Board for approval by the respective department. The maximum, annual expenditure under the proposed Agreement will not exceed six million dollars ($6,000,000). Funding will be obtained from departmental budgets. The Administrative provisions of the proposed Agreement require confirmation that funding is available before the individual Work Order is executed. All project-specific Work Orders will be required to be entered into the County's Information Technology Tracking System (ITTS), with defined deliverables (project milestones), planned completion dates and related costs identified. My office will provide centralized oversight related to the initiation of projects and in the review of performance and billing, with semi-annual reports provided to your Board on the usage of this proposed Agreement.

IMPLEMENTATION OF STRATEGIC GOALS

The services proposed within the Master Agreement support the County Strategic Plan Goals for Service Excellence (Goal 1, Strategy 2: Implement programs to improve the efficiency, quality and responsiveness of County services to all residents) and Organizational Effectiveness (Goal 3, Strategy 6: Complete the implementation of one or more standard technology components for facilitating electronic information-sharing between County departments to support the County Strategic Plan and Departmental missions). As described above, these services allow departments to better plan, design, implement, manage, and support the computer systems using existing and planned IBM technologies. As the County continues to utilize IBM products to support

improvements in service delivery, the proposed Master Agreement will play an important role in allowing the Departments to achieve the County's strategic goals.

FISCAL IMPACT/FINANCING

Expenditures over the term of the proposed Agreement and the expenditures in any given year will remain within each department's budgeted appropriation for such services. Funds for payment of work performed in future fiscal years will be subject to appropriation by your Board. Expenditures under this proposed Agreement will vary from year to year based on the needs of County departments, not to exceed six million dollar ($6,000,000) annually. Services over $300,000 shall be sent to your Board for approval by the respective department. The Administrative provisions of the Agreement require confirmation that funding is available before the individual Work Order is executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Agreement has been approved as to form by County Counsel. Except as detailed below, the proposed Agreement contains the Board's required contract provisions including those pertaining to compliance with the County's Child Support Program, consideration of GAIN participants for employment, and Jury Service requirements. This proposed Agreement is not subject to the County's Living Wage Program.

IBM is providing unique services and resources in support of their proprietary products. These specialized services and resources are not available from County personnel.

CONTRACTING PROCESS

IBM is a sole source provider for the services sought. IBM is uniquely positioned to provide the required technical support and consulting services. IBM can draw from a wide range of internal resources, including the actual software and firmware developers for the products upon which the County depends. Using their experience with other large customers worldwide, IBM can also provide insight into best practices and recommendations for realizing the most from the County's current investment in IBM technologies and assistance in planning for new business demands.

The following are areas within the negotiated Agreement that depart from the County's preferred position:

1. **Limitation of Liability** – The negotiated proposed Agreement limits IBM's liability for damages sustained by the County to be three times the amount paid on the applicable Work Order. This limitation of liability does not apply to damages caused by gross negligence or wilful misconduct caused by IBM and/or its agents, obligations under Section 24, Confidentiality, obligations of indemnification throughout the Master Agreement, and obligations of the parties arising from a breach of the other party's intellectual property rights.

2. **Indemnification and Insurance** – IBM limits its indemnification of the County from claims by third parties to claims for damages to tangible real/personal property and bodily injury for which it is legally liable to the third party. This does not provide the County with the ability to recover above the limit of liability for the loss of non-tangible assets, such as data loss, caused by IBM.

3. **Most Favoured Public Entity** – The "Most Favoured Public Entity" clause typically in County contracts was not accepted by IBM after much deliberation, and is not in the proposed Agreement. The rates established in the proposed Agreement, however, are not-to-exceed hourly rates, allowing the County an opportunity to obtain lower pricing on individual Work Orders.

4. **Open Source License Restriction** – The Agreement provides that the County will not knowingly incorporate, modify, combine and/or distribute its (IBM) proprietary computer source code with any other non-IBM computer source code. The intent of this provision is to mitigate any situation which would subject IBM's code to the requirement that its source code be disclosed to third parties or licensed to third parties.

Although these terms and conditions were aggressively negotiated over the past 12 months, the provisions as described above represent the best positions that could be reached by the parties involved. This Master Agreement is submitted to your Board with this office's belief that it represents a minimal risk position for the County. The nature of this Master Agreement is structured around a series of small Work Orders as needed by County departments. It is estimated that they will typically range from $50,000 to $300,000 and therefore do not individually represent a large financial risk to the County for the services performed.

I recommend that your Board approve the identified exceptions and accept the terms and conditions that were negotiated, based upon the identified business need for this Agreement. The Master Agreement expressly includes IBM's acknowledgement that the County is not required to issue any Work Orders under this proposed Agreement.

IMPACT ON CURRENT SERVICES/PROJECTS

The proposed Agreement will provide County departments access to IBM professional services. These are unique technical services from IBM, for IBM technologies/products, which are used in mission and non-mission critical business systems throughout the County.

CONCLUSION

Your Board's approval of the proposed IBM Master Services Agreement will ensure County departments have access to needed support and professional services that can only be provided by IBM.

Following execution by your Board, please return to my office three (3) executed copies of the Agreement.

Respectfully submitted,

JON W. FULLINWIDER
Chief Information Officer

JWF:FC:ygd

Attachments

c: Each Department Head
Chair, Information Systems Commission

P:\Final Documents\CIO\IBM\IBM MSA Board Letter v2 (3).DOC

MASTER SERVICES AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

INTERNATIONAL BUSINESS MACHINES CORPORATION

FOR

INFORMATION TECHNOLOGY SERVICES

_____, 2006

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THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of _____, 2006 (the "Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and International Business Machines Corporation, a New York corporation ("Contractor").

1. RECITALS

WHEREAS, County desires to establish a master services agreement for the provision of information technology-related services whereby County Departments and Affiliates, as defined herein, shall have access to such services on an as-needed basis for individual information technology related projects through a coordinated access point, namely, the County's Chief Information Officer;

WHEREAS, services under this Agreement shall be acquired by County Departments and Affiliates on an individual basis through Work Orders, as defined herein, under the administration and with the approval of County's Chief Information Officer;

WHEREAS, County's Chief Information Officer shall act as the central coordinator to administer and track all projects and services performed under this Agreement, and, with the cooperation and assistance of County Departments and Affiliates acquiring services hereunder, shall monitor the performance of such services;

WHEREAS, this Agreement is for services that are technical and highly specialized, are provided on an intermittent basis, cannot be performed by current County employees or individuals who could be recruited, and, accordingly, is authorized under the provisions of California Government Code Section 31000; and

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, such information technology-related services, at the prices indicated and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

2. APPLICABLE DOCUMENTS

This base document, together with Exhibits A, B, C, D, E, F and G, set forth below, attached hereto and incorporated herein by reference, collectively constitute and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents of the description of any task, deliverable, service or other work, or otherwise, between and/or among a Work Order, this base document and/or the Exhibits and the Schedules and Attachments thereto, or between the Exhibits and the Schedules and Attachments thereto, such conflict or inconsistency shall be resolved by giving precedence first to a signed Work Order, then this base document, and then to the Exhibits and the Schedules and Attachments thereto, according to the following descending priority:

Exhibit A	Information Technology Services and Charges
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
Attachment 7	Work Order Issues List
Attachment 8	Work Order Forms Tracking List
Exhibit C	Change Order Process
Attachment 1	Change Order Submission Form
Attachment 2	Change Order Statement of Services (SOS)
Attachment 3	Change Order Payment Schedule
Attachment 4	Change Order Project Schedule
Exhibit D	Contractor Employee Acknowledgement, Confidentiality and Assignment Agreement
Exhibit E	Contractor's EEO Certification
Exhibit F	Business Associate Protected Health Information Disclosure Agreement
Exhibit G	Safely Surrendered Baby Law Fact Sheet

Notwithstanding the foregoing precedence, the Work Order with respect to each Services project shall have the highest precedence as it relates to the Statement of Services, including but not limited to the Acceptance Criteria, Initial Acceptance and Final Acceptance definitions, the Warranty Period, the Data Refresh Period and the Data Refresh Event, if applicable.

3. DEFINITIONS

The terms and phrases in this Paragraph 3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Acceptance; Accept(ed)

As used herein, the terms "Acceptance" and "Accepted" shall mean County's written approval of the Services provided by Contractor under this Agreement.

Acceptance Certificate

As used herein, the term "Acceptance Certificate" shall mean County's execution of Attachment 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process) signifying Contractor's successful completion of the applicable tasks, subtasks, milestones, deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Services, including the Acceptance Criteria, as amended by any fully executed Change Order(s) thereto.

Acceptance Criteria

As used herein, the term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the Services meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order Statement of Services, as amended by any fully executed Change Order(s) thereto, in accordance with Section 5 (Work Order Acceptance Criteria).

Acceptance Date

As used herein, the term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable Work Order, including the Project Schedule.

Acceptance Form

As used herein, the term "Acceptance Form" shall mean fully executed Attachment 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process).

Acceptance Test; Acceptance Testing

As used herein, the terms "Acceptance Test(s)" and "Acceptance Testing" shall refer to testing of Contractor's Services under Work Orders, as amended by any fully executed Change Orders thereto, in accordance with the applicable Acceptance Criteria.

Business Associate

As used herein, the term "Business Associate" shall have the meaning set forth in Exhibit F (Business Associate Protected Health Information Disclosure Agreement).

Business Day(s)

As used herein, the term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

Change Notice

As used herein, the term "Change Notice" shall mean a change notice duly executed by both parties and effecting a change to the Agreement that does not materially affect the term of the Agreement, the Maximum Contract Sum or any term or condition included in the Agreement (including the Exhibits).

Change Order

As used herein, the term "Change Order" shall mean a change order duly authorized under the terms of this Agreement against an open Work Order in accordance with Exhibit C (Change Order Process) with all Attachments thereto.

CIO

As used herein, the term "CIO" shall mean County's Chief Information Officer.

Code Developments

As used herein, the term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Agreement. Code Developments do not include Contractor's generally available software which is made available to the County under a separate agreement.

Contractor; International Business Machines Corporation; IBM

As used herein, the terms "Contractor", "International Business Machines Corporation" and "IBM" shall mean International Business Machines Corporation.

Contractor's Project Director

As used herein, the term "Contractor's Project Director" shall have the meaning set forth in Paragraph 5.1 (Contractor's Project Director).

Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 5.2 (Contractor's Project Manager).

Contractor's Work Order Consultant

As used herein, the term "Contractor's Work Order Consultant" shall have the meaning set forth in Paragraph 5.3 (Contractor's Work Order Consultant).

County

As used herein, the term "County" shall mean the County of Los Angeles, California.

County Affiliate

As used herein, the term "County Affiliate" shall mean any governmental entity for which the County's Board of Supervisors is the governing board.

County's Project Director

As used herein, the term "County's Project Director" shall mean County's Chief Information Officer who is designated hereunder as the individual with overall responsibility for the administration of this Agreement on County's behalf, as set forth in Paragraph 4.1 (County's Project Director).

County's Project Manager

As used herein, the term "County's Project Manager" shall mean the individual designated by County to administer the operations under this Agreement, as set forth in Paragraph 4.2 (County's Project Manager).

Covered Entity

As used herein, the term "Covered Entity" shall have the meaning set forth in Exhibit F (Business Associate Protected Health Information Disclosure Agreement).

Data Refresh Event

As used herein, the term "Data Refresh Event" shall mean a point in time when the data for which the Work Order project was initiated is updated or refreshed, as further defined in the Work Order Statement of Services.

Data Refresh Period

As used herein, the term "Data Refresh Period" shall mean a period of time containing a Data Refresh Event. The Data Refresh Period shall be thirty (30) days, unless specified otherwise in the Work Order Statement of Services for the applicable Work Order.

Days

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.

Deficiency(s)

As used herein, the term "Deficiency(s)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from published and/or mutually agreed upon standards or any of the specifications set forth in this Agreement or in any Work Order Statement of Services issued hereunder; or any substantial nonconformance with related documentation or functional requirements which result in the Deliverables not meeting the Acceptance Criteria established in the applicable Statement of Services.

Deliverable(s)

As used herein, the term "deliverable(s)", whether singular or plural, shall mean literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to County under this Agreement under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto, including those items identified in Exhibit A (Information Technology Services and Charges) with all Attachments

thereto. Deliverable(s) do not include commercially available software or hardware; these are provided under separate agreements.

Department(s)

As used herein, the term "Department(s)", whether singular or plural, shall mean any one of County's department(s) acquiring Services under this Agreement under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto. For purposes of this Agreement, "Department" shall also include, as the context requires, "County Affiliate."

Department Project Manager

As used herein, the term "Department Project Manager" shall mean the individual designated by County with responsibility for day-to-day supervision of any and all Services provided by Contractor under Statements of Services issued under this Agreement, as set forth is Paragraph 4.3 (Department Project Manager).

Dispute Resolution Procedure

As used herein, the term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Agreement described in Paragraph 68 (Dispute Resolution Procedure).

Documentation

As used herein, the term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.

Effective Date

As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County and Contractor.

Extended Term(s)

As used herein, the term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 11 (Term).

Final Acceptance

As used herein, the term "Final Acceptance" shall have the meaning set forth in Section 8 (Work Order Final Acceptance) of Exhibit B (Work Order Process) and the applicable Work Order.

Fiscal Year

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

HIPAA

As used herein, the term "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996, as further defined in Exhibit F (Business Associate Protected Health Information Disclosure Agreement), which mandates the safeguards of personal and confidential medical information.

Initial Acceptance

As used herein, the term "Initial Acceptance" shall have the meaning set forth in Section 6 (Work Order Initial Acceptance) of Exhibit B (Work Order Process) and the applicable Work Order.

Initial Term

As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 11 (Term).

Maximum Contract Sum

As used herein, the term "Maximum Contract Sum" shall have the meaning set forth in Paragraph 12 (Contract Prices and Fees).

Out-of-Pocket Expenses

As used herein, "Out-of-Pocket Expenses" shall mean Contractor's reasonable and necessary expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Payment Schedule

As used herein, the term "Payment Schedule" shall mean Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) providing for a schedule of payments for the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as amended by any fully executed Change Orders thereto, including Attachment 3 (Change Order Payment Schedule) to Exhibit C (Change Order Process).

Pre-existing Work

As used herein, the term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes or materials (other than Products) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County or County's Affiliates, independently of this Agreement.

Pricing Schedule

As used herein, the term "Pricing Schedule" shall mean the schedule of prices for Services provided by Contractor to County under this Agreement, as set forth in Section A.1.1 (Technical and Consulting Services Hourly Rates) of Exhibit A (Information Technology Services and Charges). The Pricing Schedule shall be effective during the Initial Term and will expire at the end of the Initial Term.

Production Use

As used herein, the term "Production Use" shall have the meaning set forth in Section 7 (Work Order Production Use) of Exhibit B (Work Order Process) and the applicable Work Order.

Product(s)

As used herein, the term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party.

Project Schedule

As used herein, the term "Project Schedule" shall mean Attachment 4 (Work Order Project Schedule) to Exhibit B (Work Order Process) providing for a schedule of the milestones, tasks, subtasks and deliverables to be performed under a particular Work Order, as such may be amended by any fully executed Change Order(s) thereto, including Attachment 4 (Change Order Project Schedule) to Exhibit C (Change Order Process).

Service(s)

As used herein, the term "Service(s)", whether singular or plural, shall mean the professional services rendered by Contractor in the United States, including Contractor's Business Consulting Services, Integrated Technology Services, and Application Management Services, which Services shall be described under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto, in accordance with this Agreement. Services do not include outsourcing, hosting, disaster recovery, software maintenance or support or hardware maintenance support services. Such excluded services, if desired by the County, may be procured under a separate agreement between the parties.

State

As used herein, the term "State" shall mean the State of California.

Statement of Services; SOS

As used herein, the terms "Statement of Services" and "SOS" mean Attachment 1 (Work Order Statement of Services) to Exhibit B (Work Order Process) describing the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as amended by any fully executed

Change Order(s) thereto, including Attachment 2 (Change Order Statement of Services (SOS)) to Exhibit C (Change Order Process).

Warranty Period

As used herein, the term "Warranty Period" shall have the meaning set forth in Paragraph 9.1 (Work Order Warranties) and the applicable Work Order.

Work Order(s)

As used herein, the term "Work Order(s)", whether singular or plural, shall mean a fully executed project ordering document for Services to be provided by Contractor from time to time upon County's request and approval in accordance with this Agreement. Each Work Order executed under this Agreement shall contain at a minimum Attachments 1 (Work Order Form), 2 (Work Order Statement of Services (SOS)), 3 (Work Order Payment Schedule), 4 (Work Order Project Schedule) and 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process), as amended by any Change Order(s) thereto, including Attachments 1 (Change Order Submission Form), 2 (Change Order Statement of Services (SOS)), 3 (Change Order Payment Schedule) and 4 (Change Order Project Schedule) to Exhibit C (Change Order Process), referencing this Agreement and identifying and describing the Services acquired by County from Contractor under each Work Order. Each such Work Order shall be subject to this Agreement.

Working Hours

As used herein, "Working Hours" means one of the following work schedules, according to individual County department policy, excluding County holidays:

A. "5/40", which is normally 8 hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;

B. "9/80", which is a flexibly arranged 9 hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or

C. "4/40", which is normally ten hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

4. ADMINISTRATION OF AGREEMENT – COUNTY

4.1 County's Project Director

4.1.1 County's Project Director for this Agreement shall be County's Chief Information Officer or his/her designee.

4.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

4.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

4.1.4 County's Project Director will have the right during Business Days to inspect any and all Services provided by or on behalf of Contractor pursuant to this Agreement.

4.2 County's Project Manager

4.2.1 County's Project Manager shall be the following person or his/her designee:

Greg Melendez
County of Los Angeles
Chief Information Office
500 West Temple Street, Room 493
Los Angeles, CA 90012

4.2.2 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

4.2.3 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.

4.2.4 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.2.5 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

4.2.6 County's Project Manager will provide technical direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

4.3 Department Project Manager

4.3.1 Department Project Manager shall be the person designated by the Department to manage each Work Order on behalf of the applicable Department.

4.3.2 Department Project Manager will be responsible for ensuring that the technical standards and requirements of individual Work Orders are met.

4.3.3 Department Project Manager will advise County's Project Manager as to Contractor's performance with respect to requirements and technical standards.

4.3.4 Department Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.3.5 Department Project Manager will provide technical direction to Contractor in the areas relating to the individual Department's Work Order project information requirements.

4.4 Approval of Work Orders

All tasks, subtasks, deliverables, Services and other work provided by Contractor under this Agreement must be prepared and provided solely as specified under this Agreement and must have requisite County written approval as evidenced by a fully executed Work Order and any Change Order(s) thereto on behalf of County in order to qualify for payment. In no event shall County be liable or responsible for any payment of such tasks, subtasks, deliverables, Services or other work prior to or without County's written approval thereof in accordance with the terms of this Agreement, including Work Order and Change Order approval described in Exhibit B (Work Order Process) and Exhibit C (Change Order Process) respectively.

5. ADMINISTRATION OF AGREEMENT – CONTRACTOR

5.1 Contractor's Project Director

5.1.1 Contractor's Project Director shall be the following person who shall be a full-time employee of Contractor:

Deborah A. Lis
International Business Machines Corporation
600 Anton Boulevard
Costa Mesa, CA 92626

5.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all Services hereunder and ensuring Contractor's compliance with this Agreement.

5.1.3 From the Effective Date through the expiration of the term of this Agreement, Contractor's Project Director shall be available to meet and confer with County's Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

5.1.4 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Director.

5.2 Contractor's Project Manager

5.2.1 Contractor's Project Manager shall be identified in a Work Order.

5.2.2 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 Paragraph 5.5 (Reports by Contractor).

5.2.3 Contractor's Project Manager shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Agreement.

5.2.4 From the Effective Date through the expiration of the term of this Agreement, Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.

5.2.5 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Manager.

5.3 Approval of Contractor's Staff

5.3.1 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, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

5.3.2 County has the absolute right to approve or disapprove Contractor key personnel designated in a Work Order performing work under this Agreement prior to and during their performance of any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in key personnel. County's Project Manager may require replacement of any member of Contractor key personnel performing, or offering to perform, work hereunder. Contractor shall provide County with a resume of each such key personnel and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

5.3.3 In addition, contractor shall provide to County's Project Director an executed Contractor Employee Acknowledgement, Confidentiality and Assignment Agreement (Exhibit D) for Contractor's Project Director, Contractor's Project Manager, Contractor's Work Order Consultant and each Contractor employee performing work under this Agreement on or immediately after the Effective Date, but in no event later than the date Contractor's Project Director, Contractor's Project Manager, Contractor's Work Order Consultant or Contractor employee first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information.

5.3.4 Contractor shall, to the maximum extent possible, take all reasonably necessary steps to ensure continuity over time of the membership of the group constituting Contractor's staff. Contractor shall, within a reasonable period of time, fill any staff vacancy with personnel meeting, at a minimum, the qualifications set forth in the Work Order.

5.3.5 In the event Contractor should ever need to remove Contractor's Project Director, Contractor's Project Manager or Contractor's Work Order Consultant from performing work under this Agreement, Contractor shall provide County with notice at least ten (10) 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. Should County be dissatisfied with Contractor's Project Director, Contractor's Project Manager or Contractor's Work Order Consultant, Contractor shall replace such person with another to County's reasonable satisfaction.

5.4 Reports by Contractor

In order to control expenditures and to ensure the reporting of all Services provided by Contractor, Contractor shall provide County's Project Manager, with a copy to County's Project Director, written monthly reports, which shall include, at a minimum, the following information:

A. Period covered by the report.

B. All Services provided by Contractor during the reporting period.

C. Issues resolved.

D. Issues to be resolved.

E. Any changes in Contractor's line of standard services.

F. Any other information which County may reasonably from time-to-time require.

6. SERVICES

6.1 Scope of Services

The Services provided under this Agreement are to serve the purpose of assisting the County with projects that will include the application and/or implementation of IBM software or hardware products as determined by the County's Project Manager, and shall include, at a minimum, those Services described in Exhibit A (Information Technology Services and Charges), with all Attachments thereto, and any other Services acquired by County from contractor under this Agreement.

6.2 Standard of Services

Contractor shall provide all Services under this Agreement in a professional and workmanlike manner, as further provided herein.

7. WORK ORDERS

7.1 Work Order Process

When a Department or County Affiliate has identified a need for Services under this Agreement, County shall initiate the process for the approval and execution of a Work Order

for such Services identified in Exhibit B (Work Order Process) with all Attachments thereto. In no event shall County be liable or responsible for any Services performed without a Work Order properly executed and approved by County strictly in accordance with the process described in such Exhibit B (Work Order Process) and the provisions of this Paragraph 7.

7.2 Work Order Approval and Execution

All Work Orders issued under this Agreement shall be approved and executed as follows:

A. For Work Orders in an amount up to Three Hundred Thousand Dollars ($300,000), the Work Order shall be approved and executed by County's Project Director.

B. For Work Order in an amount exceeding Three Hundred Thousand Dollars ($300,000), County's Project Director shall provide written notice of such Work Order to County's Board of Supervisors. If County's Project Director receives no response to such written notice from County's Board of Supervisors within two (2) weeks from the date of providing such written notice, the Work Order shall be approved and executed by County's Project Director.

Following approval and execution, the Work Order shall be issued to Contractor by County's Project Director in accordance with the procedures set forth in Exhibit B (Work Order Process).

7.3 Change Order Process

Any changes to the Work Orders executed under this Agreement shall be performed only as provided in Exhibit C (Change Order Process), including all Attachments thereto. In no event shall County be liable or responsible for any services performed without a Change Order properly executed and approved by County strictly in accordance with the process described in such Exhibit C (Change Order Process).

7.4 Work Order Termination

Notwithstanding anything to the contrary, all disputes with respect to either party's failure to perform or to fulfill its responsibilities under this Agreement are subject to the Dispute Resolution Procedure. In the event the parties following a Dispute Resolution Procedure fail to reach an agreement with respect to a Work Order, such Work Order may be terminated in part or whole upon mutual agreement of both parties. After such Work Order termination:

7.4.1 Contractor shall:

(1) Stop work under this Agreement on the agreed upon termination date;

(2) Deliver to County all completed work and work in progress;

(3) Complete performance of such part of the work as shall not have been terminated; and

(4) Return to County all fees paid by County and unearned by Contractor according to the terms of this Agreement, including any prepaid fees with respect to any Services.

7.4.2 County shall compensate Contractor for all work performed under this Agreement up to the effective date of termination.

8. WORK ORDER ACCEPTANCE

Each Work Order executed under this Agreement shall be subject to Acceptance as provided in and in accordance with Exhibit B (Work Order Process) and such Work Order based on the Acceptance Criteria set forth therein before County issues an Acceptance Certificate with respect to any Deliverables or Services performed by Contractor under such Work Order. To the extent applicable, Exhibit B (Work Order Process) and/or each Work Order will define what is meant by Acceptance Criteria, Initial Acceptance, Production Use, Final Acceptance, Data Refresh Period, Data Refresh Event and the Warranty Period with respect to any Deliverables or Services performed by Contractor under Work Orders. In the event of any conflict or inconsistency between the Work Order and Exhibit B (Work Order Process), the Work Order shall prevail.

9. WARRANTY

9.1 Work Order Warranties

For the purposes of this Paragraph 9.1 and the Agreement and unless otherwise stated in a Work Order, the "Warranty Period" for any deliverables or Services performed by Contractor pursuant to a Work Order shall have the meaning set forth in Section 9 (Warranty period) of Exhibit B (Work Order Process) and the applicable Work Order, including the Statement of Services. Contractor represents and warrants that during the Warranty Period Contractor shall provide all Services under this Agreement without Deficiencies in accordance with the terms and conditions hereunder and applicable Acceptance Criteria set forth in the Work Order. Contractor warrants that it shall promptly correct any and all Deficiencies in the tasks, Deliverables, Services and other work provided hereunder in accordance with this Paragraph 9. The correction of all such Deficiencies shall be at no cost to County during the Warranty Period.

County shall during the Warranty Period use the Work Order Services in accordance with the Work Order specifications, if applicable. In the event County reasonably finds that the Services do not meet the Work Order specifications as set forth in the applicable Work Order for such Services, County shall inform contractor in writing how the Services are non-conforming, subject to the Dispute Resolution Procedure. Contractor shall re-perform any non-conforming Services at no additional charge.

9.2 Further Warranties

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

(1) Contractor shall comply with the applicable specifications, requirements, standards, and representations set forth in this Agreement.

(2) Contractor warrants that the Services will be performed using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement or a Work Order, in a professional and workmanlike manner and consistent with generally accepted industry standards.

(3) All Documentation delivered under this Agreement shall be in accordance with Contractor standards.

(4) In performance of its Services under the Agreement, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems 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 confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Agreement, nor shall contractor knowingly permit any subsequent Services under this Agreement to cause placement of any Disabling Device on County's systems.

9.3 Warranty Pass-Through

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Agreement.

9.4 Warranty Disclaimers

Contractor does not warrant uninterrupted or error-free operation of a Service or that Contractor will correct all defects.

THESE WARRANTIES ARE THE COUNTY'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSOR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES, NOTICES AND AMENDMENTS

10.1 Entire Agreement

The body of this agreement, together with the Recitals and all Exhibits, Attachments and schedules, 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 between the parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

10.1.1 No representative of either County 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 required under this paragraph.

10.1.2 County reserves the right to change any provision of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 10.

10.1.3 For any change requested by County which does not materially affect the term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a Change Notice shall be prepared and executed by County's Project Director and Contractor's authorized representative.

10.1.4 Except as otherwise provided in this Agreement, for any change requested by County which materially affects the term including extending the Agreement beyond the Initial Term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative.

10.2 Work Order Changes

County reserves the right to change any portion of the work required under a Work Order covered by this Agreement. Changes to the Work Orders under this Agreement shall be performed in accordance with Paragraph 7.3 (Change Order Process).

10.3 Facsimile

Except for the parties' initial signatures to this Agreement and any formal amendments thereto, which must be provided in "original" form and not by facsimile, County 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 or Change Orders prepared pursuant to this Paragraph 10 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices, or Change Orders, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

11. TERM

11.1 Unless otherwise specified in this Agreement, the term of this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, or any Extended Term (as defined below), County may, upon mutual agreement, renew this Agreement for additional two (2) consecutive two-year terms (hereinafter "Extended Term(s)") two (2) years at a time by executing an Amendment in accordance with Paragraph 10 (Change Notices and Amendments), provided that if this Agreement is not so extended, the remaining option(s) shall automatically lapse. As used herein, the term of this Agreement shall mean the Initial Term and any Extended Term(s).

11.2 Any Work Order executed prior to the termination of the Agreement shall continue beyond the termination of this Agreement until the work Order has been completed or otherwise terminated in accordance with Section 25, 26, 27, 28 or 29.

12. CONTRACT PRICES AND FEES

12.1 Contractor shall provide all Services in accordance with the prices, terms and conditions set forth in this Agreement, including Exhibit A (Information Technology Services and Charges), and the applicable Work Order payment terms specified in Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) attached to, and executed with, each Work Order, as amended by any fully executed Change Order(s) thereto.

12.2 The "Maximum Contract Sum" shall be the total monetary amount payable by County to Contractor for supplying the Services under this Agreement. The total amount which may be paid by County to IBM during each calendar year (January 1 through December 31) of the term of this Agreement, including all applicable taxes, shall not exceed six million Dollars ($6,000,000.00).

13. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of all Deliverables developed by Contractor in connection with providing Services under this Agreement until such items are delivered to County.

14. INVOICES AND PAYMENTS

14.1 Approval of Invoices

All invoices submitted by Contractor for payment must comply with the requirements of Section 14.2 prior to any payment thereof. County shall provide written approval of all conforming invoices, which approval shall not be unreasonably withheld, that such invoices meet the requirements of Section 14.2.1.

14.2 Invoices

14.2.1 Each invoice submitted by Contractor shall indicate:

A. The identifying Work Order number;

B. Services for which payment is claimed;

C. The date of written notification of receipt of Services by County's Project Manager;

D. Indication of any applicable withhold amount for payments claimed or reversals thereof;

E. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof.

14.2.2 Contractor shall invoice County for all Services and other work provided under this Agreement and approved in writing by County pursuant to the terms of this Agreement. All invoices that conform to the requirements of Section 14.2.1 shall receive County's written approval pursuant to Paragraph 14.1 (Approval of Invoices). All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Work Order. County will pay Contractor's invoices only for Services authorized under fully executed Work Orders and in accordance with the Work Order requirements.

14.3 Taxes

14.3.1 The fees set forth in the Payment Schedules shall include applicable California and other state and local sales/use taxes on all Services or products procured by County 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 California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all California or any other state or local sales/use tax amounts paid by County as a result of such failure. In addition, Contractor shall be solely responsible for all taxes based

on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

14.3.2 Contractor personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities, and will inform the County in advance when project personnel will be removed from the project site under this paragraph.

Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor's personnel will be determined by Contractor.

14.4 Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 14.2.2 above, County's Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within fifteen (15) days from the receipt of such disputed invoice by County. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 14 shall mean the details on the invoice or the receiving report which do not conform to the Payment Schedule, Work Order, or Statement of Services.

If no notice of invoice discrepancies is received by Contractor within fifteen (15) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed.

14.5 Payments

Unless otherwise specified herein, payment to Contractor shall be made in accordance with this Agreement and the applicable Work Order referencing this Agreement. Payment is due upon receipt and County shall pay all invoice amounts (less disputed charges pursuant to Section 14.4 (Discrepancies) above) to Contractor within thirty (30) calendar days of receipt of invoices. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent.

14.6 County's Right to Withhold Payment

County will pay in accordance with Section 14.5 all amounts accrued for Services delivered, except in the case of unresolved Discrepancies under Section 14.4 (Discrepancies).

14.7 Contractor's Right to Withhold Performance

Notwithstanding any other provision of this Agreement, Contractor reserves the right to withhold performance of any obligations under this Agreement, in the event of County's nonpayment when due of any amounts due hereunder, provided that such nonpayment is not due to County disputing an invoice in accordance with Paragraph 14.4 (Discrepancies). Contractor shall provide County with at least thirty (30) days written notice of such nonpayment before any performance is withheld hereunder.

15. GRATUITOUS WORK

Contractor agrees that should work or services, other than those contemplated in fully executed Work Orders, as amended by any Change Order(s) thereto, be performed without the prior written modification of this Agreement in accordance with Paragraph 10 (Change Notices and Amendments), they are deemed gratuitous and Contractor shall have no claim.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

16.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all third party claims for bodily injury, and real or tangible personal property damage caused by the Contractor (and including attorney and expert witness fees), and for which Contractor is found legally liable, arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim, Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation in the contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the foregoing, County shall have the right to participate in any such defense at County's sole cost and expense.

16.2 Limitation of Liability

16.2.1 The remedies specified in Paragraph 9 (Warranty) and Paragraph 20 (Intellectual Property Indemnification) are the sole and exclusive remedies provided for breach of the warranties herein.

16.2.2 County and Contractor agree that, with respect to other claims under this Agreement, neither party's liability for damages (including those based on fundamental breach, negligence, misrepresentation, or other contract or tort claim) shall exceed three (3) times the fees paid or payable (or if temporary staff augmentation or similar charges, one (1) times 12 months' charges) under the most applicable Work Order. Notwithstanding the foregoing, the provisions of this Paragraph 16.2 do not apply to payments referred to in Paragraph 16.1

(Indemnification) or payments referred to in Paragraph 20 (Intellectual Property Indemnification).

16.2.3 In no event shall either party be liable, under any cause of action of any kind arising out of or related to this Agreement, for any indirect, incidental, consequential, punitive or other special damages (including lost profits or loss of, or damage to data), even if a party has been advised of the possibility of such damages.

17. INSURANCE

17.1 Insurance Programs

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County and such coverage shall be provided and maintained at Contractor's own expense.

17.2 Insurance Coverage Requirements

17.2.1 General Liability Insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

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

17.2.2 Professional liability insurance covering liability arising from errors, omissions or wrongful acts of Contractor, its officers or employees, in the performance of Services hereunder, with a combined single limit of net less than two million dollars ($2,000,000) per claim.

17.2.3 Non-owned Automobile Liability Insurance with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "non-owned" vehicles, or coverage for "any auto".

17.2.4 Intellectual Property Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual trade secret disclosure or misappropriation. Insurance coverage limit will be at least $1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, which ever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the

entire term of the Agreement. Contractor may satisfy the requirements of this Paragraph 17.2.4 through use of self-insurance. County will accept Contractor's self-insurance coverage provided Contractor makes available to County, upon County's request, Contractor's current publicly available audited financial statements, so that County can evaluate these statements and confirm that Contractor has adequate financial resources to respond to claims in the above amount.

17.2.5 Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	$1 million
Disease – Policy Limit	$1 million
Disease – Each Employee	$1 million

17.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: Chief Information Office, 500 West Temple Street, Room 493, Los Angeles, CA 90012 prior to commencing Services under this Agreement. Such certificates or other evidence shall, at a minimum:

(1) Specifically identify this Agreement;

(2) Clearly evidence all coverages required in this Agreement;

(3) Contain the express condition that the insurer affording coverage will endeavor to provide written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of 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; and

(4) The County of Los Angeles, its Special Districts, its officials, officers and employees, be listed on Commercial General Liability Policy as an additional insured designated organization but only with respect to liability arising out of Contractor's operations.

17.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII or similar rating by a reputable rating agency, unless otherwise approved by County.

17.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(1) Any accident or incident relating to services performed on premises owned or occupied by County or County's contractors under this Agreement which involves injury or County property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within ten (10) days of occurrence.

(2) Any third-party claim or lawsuit filed against Contractor arising from the Services performed by Contractor under this Agreement, and which claim may have a material adverse impact on the provision of Services by Contractor to the County.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Project Manager.

(4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

17.6 Insurance Coverage Requirements for Subcontractors

All subcontractors performing work under this Agreement shall be subject to the insurance requirements of this Agreement and shall be maintained at no cost to County. County may, in its discretion, waive in writing any or all of the requirements of this Section 17.6. Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

17.7 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract, upon which County may immediately terminate or suspend this Agreement in accordance with Paragraph 25 (Termination for Default) and pursue any remedies to which it is entitled by law.

18. CONTRACTOR'S OBLIGATIONS UNDER HIPAA

The parties recognize that certain services to be provided under this Agreement may be subject to the requirements of the Health Information Portability and Accountability Act of 1996 [HIPAA] and that Contractor shall be a Business Associate of a Covered Entity. Accordingly, the parties shall be obligated and governed by the provisions of Exhibit F (Business Associate Protected Health

Information Disclosure Agreement) with respect to any SOS issued hereunder in which Contractor would be a Business Associate as defined in HIPAA and regulations issued thereunder. Should County amend Exhibit F (Business Associate Protected Health Information Disclosure Agreement) as is necessary to comply with the requirements of the Privacy and/or Security Regulations (as such terms are defined therein), County shall execute a Change Notice in accordance with Paragraph 10 (Change Notices and Amendments), and subject to Contractor review and concurrence, Contractor shall execute the amended Exhibit F (Business Associate Protected Health Information Disclosure Agreement) immediately thereafter.

19. PROPRIETARY CONSIDERATIONS

19.1 Pre-existing Work

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services for any SOS, each party grants to the other party (and Contractor's contractors and County's contractors, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display, perform, and distribute any of its Pre-existing Work provided to the other party solely (i) for the performance of such Services during the term of this Agreement and (ii) to permit County to receive the benefit of the use of the Deliverables as contemplated by a Work Order both during and after the term of this Agreement, provided that the Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 License Grant

Contractor hereby grants County a non-exclusive, perpetual, fully-paid, license to use, execute, reproduce, display, perform, distribute and modify (unless otherwise agreed in a Work Order) Contractor's Deliverables and Code Developments in the form delivered to County as part of the Deliverables, and to distribute the object code version of such Code Developments, as well as County's derivative works thereof, to County's end users as an integrated part of County's software, but not as a stand alone product. Such license is conditioned upon County's compliance with the terms of this Agreement and the perpetual license applies solely to Contractor's Code Developments that Contractor leaves to County at the conclusion of Contractor's performance of the Services.

19.3 Restrictions On Use

County shall not rent, lease, lend or host Deliverables or fixes, except as otherwise provided in an SOS, reverse engineer, decompile or disassemble fixes or Deliverables, except to the extent expressly permitted by applicable law despite this limitation; or transfer licenses to, or sub-license fixes or Deliverables to any government entity or quasi governmental entity, except as otherwise authorized by this Agreement or an applicable SOS.

19.4 Open Source License Restrictions

Certain third party license terms may require that computer code be (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "unacceptable license terms"). Unless County has given its prior written consent, the license rights that Contractor has granted herein to County to any computer code (or any intellectual property associated therewith) shall not include any license, right, power or authority for County to knowingly incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject Contractor's computer code to such referenced unacceptable license terms. Furthermore, each party acknowledges that it will not knowingly transfer to the other party computer code that is governed by unacceptable license terms unless the providing party has given the other party prior written notice and the receiving party has consented in writing to receipt of such computer code.

19.5 No Product Provided

No Product shall be provided through or licensed under this Agreement.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

20.1 Contractor represents and warrants that, as of the Effective Date, (a) Contractor has the full power and authority to grant the rights granted by this Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the Deliverables provided by Contractor under this Agreement, including any open-source or freeware or any other software provided and utilized by Contractor for provision of such Services (hereinafter "Deliverable(s)") without interruption of system use or business operations, subject only to County's obligation to make the required payments under this Agreement, (d) this Agreement and the Deliverable(s) are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Deliverable(s) (or any part thereof) in accordance with this Agreement.

20.2 If a third party claims that Deliverable(s) Contractor provides to the County infringe that third party's patent or copyright, Contractor will defend County against that claim at its expense, and pay all costs, damages and attorneys fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County: 1) promptly notified Contractor in writing of the claim; and 2) allows any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 to be controlled by Contractor and performed by counsel selected by Contractor, and County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

20.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement. Upon such notice by County, Contractor shall, in is reasonable judgment, and at its sole option and at no cost to County, as remedial measures, either (i) procure the right, by license or otherwise, for County to continue to use the Deliverable(s) to the same extent of County's rights under this Agreement, or (ii) to the extent procuring such right to use the Deliverable(s) is not commercially practicable, replace or modify the Deliverable(s) in such a way that the Deliverable(s) shall have the quality and level, at a minimum, equivalent to the quality and level of the original Deliverable(s). If Contractor determines that none of these alternatives is reasonably available, the County agrees to return the Deliverable(s) to Contractor on its written request. Contractor will then give the County a credit equal to the amount the County paid Contractor for the creation of the Deliverable(s). This is Contractor's entire obligation to the County regarding any claim of infringement.

20.4 Contractor shall have no obligation to indemnify or defend County for any liability arising out of or relating to any allegations or claims of infringement, to the extent the alleged infringement is based on: (a) County's modification of the Deliverable(s); (b) the combination, operation, or use of the Deliverable(s) with any other product, data, apparatus, or business method that Contractor did not provide, or the distribution, operation or use of the Deliverable(s) for the benefit of a third party (excluding County Affiliates); or (c) anything the County provides which is incorporated into the Deliverable(s) or Contractor's compliance with any designs, specifications, or instructions provided by the County or by a third party on the County's behalf.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

21.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

21.2 Shareholders, partners, members, or other equity holders of Contractor my transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment of this Contract requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

21.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of

the Agreement. 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.

22. SUBCONTRACTING

22.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 22. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. County may, in its discretion, waive in writing any or all of the requirements of this Section 22.

22.2 If Contractor desires to subcontract any portion of this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

(1) Identification of the proposed subcontractor and the reasons for the subcontractor:

(2) A description of the work to be performed by the proposed subcontractor;

(3) A draft copy of the proposed subcontract, less pricing, which shall contain, at a minimum, all standard County required provisions;

(4) Unless otherwise determined unnecessary by County, copies of Certificates of Insurance and Performance Security from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Paragraph 17 (Insurance);

(5) Other pertinent information and/or certifications requested by County.

22.3 County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on a case-by-case basis.

22.4 Contractor shall indemnify, defend and hold harmless County with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

22.5 Notwithstanding County consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.

22.6 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.

22.7 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

22.8 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to Chief Information Office, 500 West Temple Street, Room 493, Los Angeles, CA 90012, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:

(1) A fully executed copy of each subcontract entered into by Contractor, less pricing;

(2) An executed Acknowledgement, Confidentiality and Assignment Agreement (Exhibit D) for each subcontractor employee approved to perform work under this Agreement; and

(3) Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by County.

23. DISCLOSURE OF INFORMATION

Each party shall not disclose any details in connection with this Agreement, including, but not limited to, any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.

In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

(a) Contractor shall develop all publicity material in a 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 Project Director. County shall not unreasonably withhold or delay such written consent.

(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 County, provided that the requirements of this Paragraph 23 shall apply.

24. CONFIDENTIALITY

24.1 Each party shall maintain the confidentiality of all its records, data and information, including, but not limited to, billing and County records, in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality for at least (5) years from the date of disclosure, subject to the Public Records Act. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party for any purpose other than the implementation of this Agreement.

Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

A party's confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.

24.2 Contractor shall provide to County an executed Acknowledgement, Confidentiality and Assignment Agreement (Exhibit D) covering each of its employees performing work on the County's premises under this Agreement in accordance with Paragraph 32 (Independent Contractor Status) and the Business Associate Protected Health Information Disclosure Agreement (Exhibit F) in accordance with Paragraph 18 (Contractor's Obligations under HIPAA).

With respect to any identifiable information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or 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 records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

24.3 Contractor acknowledges that a breach by Contractor of this Paragraph 24 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 24 and at law and in equity,

County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 24.

24.4 Either party may use in its business activities the solutions, ideas and knowledge acquired by its employees during the course of providing, supporting or receiving Services under this Agreement.

24.5 The receipt of Information under this Agreement will not in any way limit Contractor from:

24.5.1 providing to others products or services which may be competitive with products or services of the County;

24.5.2 providing products or services to others who compete with the County; or

24.5.3 assigning its employees in any way it may choose.

25. TERMINATION FOR DEFAULT

25.1 County Default

Contractor may, by written notice to County, terminate this Agreement or any or all Work Orders affected by such breach if County has failed to comply with the material provisions of this Agreement or has materially breached the terms of this Agreement and fails to correct the breach within thirty (30) days of receipt of written notice from Contractor, or within any such greater period as mutually agreed to by County and Contractor.

25.2 Contractor Default

25.2.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, or any Work Order hereunder, if Contractor has failed to comply with the material provisions of this Agreement or has materially breached this Agreement and failed to correct such material breach within thirty (30) days of receipt of written notice from County of such breach. If Contractor fails to cure the material breach within the thirty (30) day period, this Agreement will automatically terminate unless the County extends the time to cure, or waives the automatic termination, in writing. Such extension or waiver will not operate as a waiver of any of the County's other rights hereunder.

25.2.2 In the event that County terminates this Agreement, or any Work Order hereunder, in whole or in part as provided in this Paragraph 25, then:

A. Contractor and County shall continue the performance of this Agreement to the extent not terminated under this Paragraph 25; and

B. County shall compensate Contractor for all work performed under this Agreement up to the effective date of termination.

Nothing in this Subparagraph 25.2, Contractor Default, shall be construed to entitle the County to a refund of fees for any Services that have been delivered by Contractor.

25.2.3 If, after County has given notice of termination under the provisions of this Paragraph 25, it is determined by County that Contractor was not in default, 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 Paragraph 26 (Termination of Convenience).

25.2.4 Except for any remedies for Contractor's breach of warranty and Contractor's indemnification obligations under Section 20, the rights and remedies of County provided in this Paragraph 25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR CONVENIENCE

26.1 This Agreement, or any Work Order hereunder, may be terminated, in whole or in part when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 25 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such termination.

26.2 After receipt of a notice of termination of this Agreement, or any Work Order hereunder, and except as otherwise directed by County:

26.2.1 Contractor shall:

(1) Stop work under this Agreement on the date and to the extent specified in such notice;

(2) Deliver to County all completed Deliverable(s);

(3) Complete performance of such part of the work as shall not have been terminated by such notice; and

26.2.2 County shall compensate Contractor for all Services performed under this Agreement up to the effective date of termination.

26.3 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than ninety (90) days from the effective date of termination.

27. TERMINATION FOR INSOLVENCY

27.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code;

B. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt;

C. Appointment of a receiver or trustee for the Contractor; or

D. Execution by Contractor of an assignment for the benefit of creditors.

Upon termination under this Paragraph 27, County shall have the right to continued use of all Deliverable(s) provided or developed by Contractor under this Agreement.

27.2 The rights and remedies of County provided in this Paragraph 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. TERMINATION FOR IMPROPER CONSIDERATION

28.1 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 the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. 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.

28.2 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's Auditor-Controller's Employee Fraud Hotline at (213)974-0914 or (800) 544-6861.

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

29. 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 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.

30. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

31. RECORDS AND AUDITS

31.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.

31.2 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 within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s). In addition, Contractor shall make available to County, upon County's request, Contractor's current publicly available audited financial statements.

31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Subparagraph 25.2, Contractor Default.

31.4 Nothing contained herein shall allow the County or any of its authorized representatives access to Contractor's cost or pricing methodologies, overheads, profit margins, employee records or internal audit results.

32. INDEPENDENT CONTRACTOR STATUS

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

32.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all Contractor employees performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any Contractor personnel or Contractor subcontractors provided by or performing work on behalf of Contractor.

32.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises communicated to Contractor in writing governing reasonable and proper behavior, including, but not limited to, security requirements. Such rules and regulations shall not interfere with Contractor's ability to perform its duties under this Agreement. If the County fails to communicate such rules and regulations in writing to Contractor, Contractor shall not be considered to have breached this section if its employees comply with Contractor's own internal rules concerning reasonable and proper behavior and security requirements while on the premises of a customer.

32.4 Contractor shall provide to County an executed Employee Acknowledgement, Confidentiality and Assignment Agreement (Exhibit D) for each of its employees performing work under this Agreement. Such agreements shall be delivered to County's Project Manager on or immediately after the execution of this Agreement by County and Contractor, but in no event later than the date any such employee first performs work under this Agreement.

33. WARRANTY AGAINST CONTINGENT FEES

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

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

34. RESERVED

35. CONFLICT OF INTEREST

35.1 No County employee whose position with County 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 County's approval or ongoing evaluation of such work.

35.2 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 which are applicable to it as a Services provider. Contractor warrants that it is not now 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

36. 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 conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement, in whole or in part, pursuant to Paragraph 25 (Termination for Default) or Paragraph 26 (Termination for Convenience), or impose other penalties as specified in this Agreement.

37. FORCE MAJEURE

37.1 Other than the County's failure to pay any amounts due hereunder, and except with respect to defaults of any subcontractor(s), neither party shall be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

37.2 If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the work to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 37, the term "subcontractor(s)" mean subcontractor(s) at any tier.

37.3 Notwithstanding anything herein to the contrary, neither party shall be liable for any additional costs incurred by the other party, or any subcontractor of Contractor arising out of or resulting from force majeure events.

38. COMPLIANCE WITH APPLICABLE LAWS

38.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, which apply to its performance as a Services provider under this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to sixty (60) days to correct any noncompliance with such rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

38.2 Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the party of Contractor or its employees, agents, or subcontractors or any such laws, rules, regulations, ordinances or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 38.2 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.

39. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all third party liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

40. NONDISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

40.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

40.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit E).

40.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

40.4 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 handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

40.5 Contractor certifies that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws, including, but not limited to:

1. Title VII, Civil Rights Act of 1964;

2. Section 504, Rehabilitation Act of 1973;

3. Age Discrimination Act of 1975;

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

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

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

40.6 If County finds that any of the provisions of this Paragraph 40 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State

or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

40.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars ($500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 25 (Termination for Default).

40.8 The parties agree that for purposes of the calculation of the sum of liquidated damages in Sub-paragraph 40.7, an act of Contractor affecting multiple employees shall be counted as a single violation.

41. RESTRICTIONS ON LOBBYING

41.1 Federal Funds Projects

If any Federal funds are to be used to pay portion for any of Contractor's work under this Agreement, the County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

41.2 County Projects

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's 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.

42. EMPLOYMENT ELIGIBILITY VERIFICATION

42.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

42.2 Contractor shall obtain from all employees performing under this Agreement 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 such documentation for the period prescribed by law.

43. CONTRACT HIRING

43.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

43.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date, 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. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

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

43.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

44. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

44.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable

State and Federal provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5245(b).

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 25 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 48 (Contractor Responsibility and Debarment).

46. COMPLIANCE WITH JURY SERVICE PROGRAM

46.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 Written Employee Jury Service Policy

46.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 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 Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with 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 agreements 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 County, 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 County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

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

46.3 Contractor's violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

As required by applicable law, 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.

48. CONTRACTOR RESPONSIBILITY AND DEBARMENT

48.1 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 County's policy to conduct business only with responsible contractors.

48.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar 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 (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County, including this Agreement.

48.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by 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 County or any other public entity.

48.4 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, 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 County's Contractor Hearing Board.

48.5 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 will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's Departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

48.6 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 County's 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.

48.7 If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (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 County.

48.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 the 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.

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.

48.9 The terms and procedures of this Paragraph 48 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

49. 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 reasonably and accurately finds that County's dollar liability for 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 deducted from any amounts due to Contractor from County, as determined by County. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

50. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure 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 of Los Angeles
Chief Information Office
Jon W. Fullinwider
500 West Temple Street, Room 493
Los Angeles, CA 90012

52. 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 indemnification obligations hereunder.

53. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the 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.

54. WAIVER

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

55. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND 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 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.

56. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

56.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

57. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 10 (Changes, Notices and Amendments) 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.

58. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 58. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

59. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

60. VALIDITY AND SEVERABILITY

60.1 Validity

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

60.2 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, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

61. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

County of Los Angeles
Chief Information Office
Jon W. Fullinwider
500 West Temple Street, Room 493
Los Angeles, CA 90012

If to Contractor:

International Business Machines Corporation
Deborah A. Lis
600 Anton Boulevard
Costa Mesa, CA 92626

62. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, 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.

63. NONEXCLUSIVITY

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

64. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager or the Department Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager or the Department Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager or the Department Project Manager.

65. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Manager or the Department Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

66. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Project Manager or the Department Project Manager, and County's Director of Internal Services Department, in their discretion.

67. CONTRACTOR'S OFFICES

Contractor's business offices are located at 600 Anton Boulevard, Costa Mesa, CA 92626. Contractor shall notify County of any change in its business address at least ten (10) Calendar days prior to the effective date thereof.

68. DISPUTE RESOLUTION PROCEDURE

68.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 68 (hereinafter "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

68.2 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 either party, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute.

If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.

If County fails to continue without delay to perform its responsibilities under this Agreement which Contractor, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs.

68.3 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 Managers for the purpose of endeavoring to resolve such dispute.

68.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

68.5 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

68.6 In the event a Dispute Resolution Procedure under this Paragraph 68 is invoked due to either party's failure to perform or fulfill its obligations under a Work Order hereunder (hereinafter in this Paragraph 68 "Work Order Non-Performance"), and Contractor continues without delay its performance under such Work Order in accordance with Paragraph 68.2 above, then, should the Dispute Resolution be resolved in favor of Contractor, County and Contractor shall agree upon the cost of the party's such continued performance resulting from the Work Order Non-Performance. If it is found that Contractor did suffer cost for continuing to perform that resulted from the Work Order Non-Performance, then the parties will execute a Change Order in accordance with Paragraph 7.2 (Change Order Process) for adjusting the Work Order amount by the agreed upon cost to such party.

68.7 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 three (3) levels described in this Paragraph 68, 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.

68.8 Notwithstanding any other provision of this Agreement, a party's right, as applicable, to terminate this Agreement pursuant to Paragraph 27 (Termination for Insolvency), Paragraph 25 (Termination for Default), Paragraph 28 (Termination for Improper Consideration), Paragraph

26 (Termination for Convenience), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19 (Proprietary Considerations) and Paragraph 25 (Confidentiality), shall not be subject to this Dispute Resolution Procedure.

69. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

70. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

71. SURVIVAL

Unless otherwise specified herein, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

9. Warranty

11.2 Term

14.5 Payments

16. Indemnification and Limitation of Liability

17. Insurance

19. Proprietary Considerations

20. Intellectual Property Indemnification

23. Disclosure of Information

24. Confidentiality

31. Records and Audits

38. Compliance with Applicable Laws

39. Fair Labor Standards

40. Nondiscrimination, Affirmative Action and Compliance with Civil Rights Laws

42. Employment Eligibility Verification

49. County Audit Settlements

50. Federal Access to Records

52. No Third Party Beneficiaries

53. Governing Law, Jurisdiction and Venue

60. Validity and Severability

72. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

73. RECYCLED PAPER

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

74. SAFELY SURRENDERED BABY LAW

74.1 As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet, a copy of which is attached hereto as Exhibit G (Safely Surrendered Baby Law Fact Sheet), is available on the Internet at http://www.babysafela.org for printing purposes.

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

75. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT

Contractor shall have no claim against County 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. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration / termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND
INTERNATIONAL BUSINESS MACHINE CORPORATION

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chairperson and the seal of such Board to be hereto affixed and attested by the Executive Order thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES:

MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

By: _____

ATTEST:

SACHI HAMAI, Executive Officer
County of Los Angeles Board of Supervisors

By: _____

INTERNATIONAL BUSINESS MACHINES CORPORATION,
Contractor:

Signed: Kim Hewitt

Printed: Kim Hewitt

Title: Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
JOSE SILVA
Principal Deputy County Counsel

TABLE OF EXHIBITS

EXHIBIT A INFORMATION TECHNOLOGY SERVICES AND CHARGES

EXHIBIT B WORK ORDER PROCESS

- ATTACHMENT 1 WORK ORDER SUBMISSION FORM
- ATTACHMENT 2 WORK ORDER STATEMENT OF SERVICES (SOS)
- ATTACHMENT 3 WORK ORDER PAYMENT SCHEDULE
- ATTACHMENT 4 WORK ORDER PROJECT SCHEDULE
- ATTACHMENT 5 WORK ORDER ACCEPTANCE FORM
- ATTACHMENT 6 WORK ORDER DOCUMENTATION FORM
- ATTACHMENT 7 WORK ORDER ISSUES LIST
- ATTACHMENT 8 WORK ORDER FORMS TRACKING LIST

EXHIBIT C CHANGE ORDER PROCESS

- ATTACHMENT 1 CHANGE ORDER SUBMISSION FORM
- ATTACHMENT 2 CHANGE ORDER STATEMENT OF SERVICES (SOS)
- ATTACHMENT 3 CHANGE ORDER PAYMENT SCHEDULE
- ATTACHMENT 4 CHANGE ORDER PROJECT SCHEDULE

EXHIBIT D CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

EXHIBIT E CONTRACTOR'S EEO CERTIFICATION

EXHIBIT F BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

EXHIBIT G SAFELY SURRENDERED BABY LAW FACT SHEET

EXHIBIT A

Information Technology Services and Charges

Introduction

Exhibit A contains a summary of representative consulting services which can be provided by IBM under the Master Services Agreement. These types of services include, but are not limited to the following service areas:

1. Project and Program Management
2. Strategy and Change Management
3. eBusiness Integration
4. Enterprise Systems and Operations
5. Networking
6. Administrative, Financial, Human Capital, Supply Chain, and Customer Relationship Management
7. System and Software Testing
8. IBM Software Consulting
9. Information Technology Optimization
10. IT Systems and Process Management
11. Site and Facility Support
12. Computing Infrastructure Strategy and Design
13. Business Continuity and Resilience
14. Information Security and Privacy
15. Performance Testing and Capacity Management
16. Emerging Technology Consulting and Support
17. IBM Product Brand and OEM Brand Consulting and Support

These are representative service offerings and not intended to be a complete list of services available from IBM Global Services. New services will be available from year to year as technology and customer demand shifts in the marketplace. It is compiled as a representative list of offerings with the corresponding skills that may apply.

Based upon the County's service request, IBM would compile a specific Work Order describing the specific scope of service, the responsibilities of the customer and IBM, the tasks to be performed, the completion criteria and deliverables, if any, the expected duration and a description of the consulting team with their skills and experience, and cost.

1. PROJECT AND PROGRAM MANAGEMENT

Service Overview: Plan, coordinate, and manage all aspects of an information technology and business solution project or program.

Representative services include: project work plan development and management, status reporting, issue resolution management, project communication, project budget management, project risk management, steering committee participation, quality assurance, and stakeholder management. IBM can also develop and manage a Program Management Office (PMO), including project management tools, such as Rational.

Positions and Experience Levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
Program Manager		X	X										
Project Manager		X	X	X	X	X							
Team Lead				X	X	X	X						
Quality Assurance Specialist			X	X	X	X	X						
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

2. STRATEGY AND CHANGE MANAGEMENT

Service Overview: Assist with the development of business and information technology strategic direction and organizational change management associated with projects from business improvement to business transformation.

Representative services include: business strategy development, governance, information technology strategy development, organizational development, change management, communication management, component business modeling, services oriented architecture (SOA), technology research, market research, technology infrastructure assessment, program development, performance measures and evaluation, Customer Relationship Management (CRM), Supply Chain Management (SCM), Financial Management (FM), and Human Capital Management (HCM) strategy and vision.

Positions and Experience levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Strategic Advisor/Principal		X	X										
Strategy Consultant				X	X	X	X						
Research and Market Analysis						X	X	X	X	X	X		
Information Technology Architect			X	X	X								
Project Administrator								X	X	X	X		

3. e-BUSINESS INTEGRATION

Service Overview: Assist with the analysis, design, development and implementation of eBusiness solutions such as web services, portals, application and data architecture and with business integration.

Representative services include: portal strategy development, portal development, application integration, data architecture, content management, business data integration.

Positions and Experience Levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Technical Lead		X	X	X	X								
Information Technology Architect			X	X	X								
Java Developer						X	X	X	X				
Database Architect				X	X	X	X						
Application Analyst				X	X	X	X	X	X				
Programmer						X	X	X	X	X	X		
Project Administrator								X	X	X	X		

4. ENTERPRISE SYSTEMS AND OPERATIONS

Service Overview: Assist with the development and implementation of business and operational systems, including information technology services.

Representative services include: Enterprise Resource Planning (ERP), package solutions, medical packages, electronic medical records, enterprise Master Patient Index and scheduling, clinical transformation, IBM Safe and Lean hospital systems, business process transformation, healthcare collaborative network, data warehouse, application management, help desk, customer call centers and IVR, RFID solutions, customer analytics, mainframe revitalization, business continuity and recovery,

disaster recovery planning, information security, IT optimization, asset management, Microsoft Enterprise Services, shared services.

Positions and Experience Levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Technical Lead		X	X	X	X								
Business Analyst				X	X	X	X	X	X				
Information Technology Architect			X	X	X								
Network Architect			X	X	X								
Consultant				X	X	X	X	X	X	X	X		
Database Analyst				X	X	X	X	X	X	X	X		
Programmer						X	X	X	X	X	X		
Network Specialist					X	X	X	X	X				
Project Administrator								X	X	X	X		

5. NETWORKING

Service Overview: Assist with the analysis, design, development and implementation of networking to help businesses examine where their network infrastructure is today, determine where it needs to be, and strategize on how to get there.

Representative services include: Network assessment, network design services, network consulting, IP convergence, Optical Networking, remote network management, networking equipment procurement services, networking implementation services.

Positions and Experience Levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Network Principal		X	X	X									
Network Architect		X	X	X									
Network Consultant			X	X	X								
Network Specialist					X	X	X	X	X				
Network Technician							X	X	X	X	X		
Project Administrator								X	X	X	X		

6. ADMINISTRATIVE, FINANCIAL, HUMAN CAPITAL, SUPPLY CHAIN, AND CUSTOMER RELATIONSHIP MANAGEMENT

Service Overview: Assist with the analysis, design, development and implementation of administrative systems, including finance, human capital, supply chain, and customer relationship management solutions.

Representative services include: process reengineering, activity based costing and management, performance budgeting, strategic sourcing and procurement, asset and fleet management, shared services, learning management and training, succession planning, leadership development.

Positions and Experience Levels Available:

	Skill Level												
Project Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Business Lead		X	X	X	X								
Business Analyst				X	X	X	X	X	X				
Consultant				X	X	X	X	X	X	X	X		
Application Analyst				X	X	X	X	X	X				
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

7. SYSTEM AND SOFTWARE TESTING

Service Overview: Perform system and software testing at all levels from module or unit testing to software integration testing. Writes software test plans in support of software design to help ensure the integrity of test plans. Develops test data and predefines specific test acceptance criteria.

Representative Services Can Include: testing support for any infrastructure, IT, business or operational system, including security.

Positions and Experience Levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Quality Assurance Specialist			X	X	X	X	X						
Test Engineer					X	X	X	X	X	X	X		
Tester										X	X	X	X
Project Administrator								X	X	X	X		

8. IBM SOFTWARE CONSULTING

Service Overview: Provide specialized consulting services for the IBM middleware software portfolio, which includes brands/products such as Websphere, MQ series, DB2, Content Manager, Rational, Tivoli, Lotus, Entity Analytics, and Ascential. These services can span the entire life cycle of product deployment from planning and design, implementation and deployment, through post implementation.

Representative Services Can Include: version to version migrations, installation and configuration, infrastructure architecture and design, best practices, performance tuning, health checks, premium support (above and beyond standard maintenance), and a full compliment of education services: custom, on-site, or online.

Positions and Experience Levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Manager		X	X	X	X	X							
Software Technical Lead / Architect		X	X	X	X								
Software Consultant				X	X	X	X						
Project Administrator								X	X	X	X		

9. INFORMATION TECHNOLOGY OPTIMIZATION

Service Overview: Advise, assist and support clients to help optimize their overall IT environment and optimize long-term, sustainable IT value to the business. This may include IT alignment, simplification, standardization, security, plus reduction and mitigation of risk.

Representative services include: ITO Solution Framework, Data Center Consolidation and Relocation, Server, Storage and Workstation Optimization, IT Strategy, Business Case ROI, IT Cost and Value, Network Consulting, IT Management Consulting Services, Enterprise Architecture Consulting, Total Cost of Ownership.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X										
IT Architect		X	X	X									
Project Manager			X	X	X	X							
Team Lead			X	X	X	X							
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

10. IT SYSTEMS & PROCESS MANAGEMENT SERVICES

Service Overview: Services to advise and assist clients in developing a world-class IT environment through the integration of people, process, technology and data, providing a framework for the efficient management of their IT infrastructure. They will assist in aligning IT services with business objectives, helping to lower the long-term cost of IT services and improving the quality of IT service delivery.

Representative services include: IT Process (ITIL) Advisory Services, Asset Management Consulting Services, Service Management Consulting Services, Change Management Consulting Services, Process Management Consulting Services.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X										
Project Manager			X	X	X	X							
Team Lead			X	X	X	X							
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

11. SITE AND FACILITY SUPPORT

Service Overview: Advise, assist and implement compute systems and facilities infrastructures to gain, maximize and sustain improvements in their data center, facility, server and storage environments. This may include strategy definition, planning, consolidation, rationalization and migration.

Representative services include: Site Services, Storage Strategy & Plan, IT Systems Rationalization, Enterprise Command Center, Systems, Data, & Application Migration Services, Server, Storage, Network & Data Center Consolidation, Data Center Strategy & Services, Enterprise Command Center, Data Center Relocation & Consolidation, Data Center Facilities Design.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X										
Information Technology Architect		X	X	X									
Project Manager			X	X	X	X							
IT Specialist				X	X	X	X						
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

12. COMPUTING INFRASTRUCTURE STRATEGY AND DESIGN

Service Overview: Analysis, design and implementation of an organization's IT infrastructure, including computing assets and networks, in order to better mitigate and manage risk.

Representative services include: Infrastructure Readiness Assessment, Network Assessment, Data Center Strategy, Data Infrastructure Services, Enterprise Architecture, Secure Networking, Performance Optimization and Testing, Network Operations and Management Services.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X										
Information Technology Architect		X	X	X									
Project Manager			X	X	X	X							
IT Specialist				X	X	X	X						
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

13. BUSINESS CONTINUITY AND RESILIENCE

Service Overview: Services that ensure normal business operations can continue in the case of an unanticipated compromise to the business environment. And services that support the timely recovery of an organization's IT infrastructure, critical applications and information following an unanticipated interruption.

Representative services include: Skills Analysis Assessment, Infrastructure Recovery Services, Workforce Education Planning, Continuity Program Management, Crisis Management, Business Impact Analysis, Enterprise Business Continuity Program Assessment, Resilient Business and Infrastructure Analysis, Training Needs Analysis, Business Impact Analysis, Environmental/Facilities Assessment, Data Infrastructure Services, Infrastructure Recovery Services, Continuity Program Management, Internal Data Center Recovery.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X	X									
IT Architect		X	X	X									
IT Specialist			X	X	X	X							
Project Manager			X	X	X	X							
Project Administrator								X	X	X	X		

14. INFORMATION SECURITY AND PRIVACY

Service Overview: Services that support the safeguarding of the security, privacy, integrity and availability of an organization's data, intellectual capital and physical resources.

Representative services include: Ethical Hacking Services, Security Health check Services, Security Process Review, Security Assessment and Planning, Security Access and Privacy Control, Intrusion Alert Management, Infrastructure Security Assessment & Design, Systems Management Assessment (for Security), Network Security Services, Secure Networking, Systems Management for Security, Managed Security.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Security Consultant		X	X										
IT Security Architect		X	X	X									
IT Security Specialist		X	X	X	X	X							
Project Manager			X	X	X	X							
Project Administrator								X	X	X	X		

15. PERFORMANCE, TESTING AND CAPACITY MANAGEMENT

Service Overview: Services to help validate, plan for and improve the performance and scalability of applications, systems, storage solutions and networks to support key business and technology initiatives, including e-business, customer relationship management, server consolidation and migration, and storage area networks.

Representative services include: Performance engineering, IT charge-back, Capacity optimization, Performance validation, Performance analysis and tuning, Online business management, Business SLA assurance validation, Full lifecycle testing and validation.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X	X									
Project Manager			X	X	X	X							
Test Engineer		X	X	X									
Testing Specialist				X	X	X	X						
Project Administrator								X	X	X	X		

16. EMERGING TECHNOLOGY CONSULTING AND SUPPORT

Service Overview: Services to help identify, design and implement new and leading edge technology into a client's environment to provide market differentiation and competitive advantage.

Representative services include: RFID Risk Readiness, Linux Strategy Work Shop, Linux Application Portfolio Assessment, Digital Video Surveillance Services, Wireless Infrastructure Services.

Positions and Experience levels Available:

	Skill Level												
Position Title	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X	X									
Information Technology Architect		X	X	X									
Project Manager			X	X	X	X							
Team Lead			X	X	X								
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

17. IBM PRODUCT BRAND AND OEM BRAND CONSULTING AND SUPPORT

Service Overview: Services to help collaborate with the IBM hardware and software brands expanding traditional design/implementation services to incorporate related process, organization and tool best practices that maximize exploitation of IBM technology in our clients' environments. Services to help integrate multi-vendor environments by expanding traditional design/implementation services to incorporate related process, organization and tool best practices that maximize the value from technology products.

OEM Brands: Microsoft, Cisco, LINUX, Peregrine and Remedy and many others.

Representative services include: Product Healthchecks, Product Implementation, Availability and Migration Services, iSeries Security Services, Planning Services for MQSeries, IBM Software Remotely Delivered Support Services, Systems Management Solution Services for Tivoli. Linux Cluster Tuning and Optimization Services, Linux Operational Support, Managed Security Services, Microsoft Migration and Implementation (Server, Workstation and Exchange), IRM Accelerators for Peregrine and Remedy, OEM Equipment Services.

Positions and Experience levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Project Executive	X	X											
IT Consultant		X	X										
Information Technology Architect		X	X	X									
Project Manager			X	X	X	X							
IT Specialist			X	X	X	X							
Financial Analyst					X	X	X						
Project Administrator								X	X	X	X		

18. SUMMARY OF ALL POSITIONS AVAILABLE

This is a single summary table of all services by position title and skill level available to the County.

Positions and Experience Levels Available:

Position Title	Skill Level												
	A'	A	B	C	D	E	F	G	H	I	J	K	L
Application Analyst				X	X	X	X	X	X				
Business Analyst				X	X	X	X	X	X				
Business Lead		X	X	X	X								
Consultant				X	X	X	X	X	X	X	X		
Database Analyst				X	X	X	X	X	X	X	X		
Database Architect				X	X	X	X						
Financial Analyst					X	X	X						
Information Technology Architect		X	X	X	X								
IT Architect		X	X	X									
IT Consultant		X	X	X									
IT Security Architect		X	X	X									
IT Security Consultant		X	X										
IT Security Specialist		X	X	X	X	X							
IT Specialist			X	X	X	X	X						
Java Developer						X	X	X	X				
Network Architect		X	X	X	X								
Network Consultant			X	X	X								
Network Principal		X	X	X									
Network Specialist					X	X	X	X	X				
Network Technician							X	X	X	X	X		
Program Manager		X	X										
Programmer						X	X	X	X	X	X		
Project Administrator								X	X	X	X		
Project Executive	X	X											
Project Manager		X	X	X	X	X							
Quality Assurance Specialist			X	X	X	X	X						
Research and Market Analysis						X	X	X	X	X	X		
Software Consultant				X	X	X	X						
Software Technical Lead / Architect		X	X	X	X								
Strategic Advisor/Principal		X	X										
Strategy Consultant				X	X	X	X						
Team Lead			X	X	X	X	X						
Technical Lead		X	X	X	X								
Test Engineer		X	X	X	X	X	X	X	X	X	X		
Tester										X	X	X	X
Testing Specialist				X	X	X	X						

SKILL LEVEL DESCRIPTIONS

A Prime. Up to and possibly 20 years of experience of progressive accomplishment managing and implementing large, complex information technology systems with expertise in a specific discipline such as Enterprise Resource Planning, or Information Strategy. This individual may work in conjunction with a Center of Competency such as: Capacity Planning or they may work independently directly with senior customer executives as consultants.

A. Up to and possibly exceeding 15 years of experience of progressive accomplishment managing and implementing large, complex information technology systems. Experienced in advising senior executives on effective utilization of information technology systems and reengineering to meet business objectives.

B. Up to 15 years of experience with large, complex systems, providing key leadership in a multi-vendor environment. Extensive experience with large systems modernization and business practice reengineering.

C. Up to 12 years of progressive accomplishment as experts in large and complex information technology systems implementation. Expertise is applied across multiple information technology platforms and the integration of diverse architectures.

D. Up to 10 years of significant accomplishment as an expert in large integrated systems. Experience with several automated data processing (ADP) architectures and platforms in an integrated environment.

E. A deep understanding of architecture, techniques and management processes across a broad spectrum of systems, applications and requirements. This level of personnel generally has up to ten years of professional experience in specialized areas of large customer applications.

F. Generally regarded as an expert in their particular discipline or technology. This level of personnel generally has up to eight years of professional experience in their field of expertise.

G. Broad knowledge of the labor category field and a demonstrated ability to independently work on complex assignments. This level of personnel generally has up to five years of professional experience in the field of expertise.

H. Significant knowledge of the labor category field and the ability to work independently on typical assignments. This level of personnel generally has up to four years of professional experience in the field of expertise.

I. General knowledge of the labor category field and the ability to work with minimal supervision. Assistant personnel generally have up to three years of professional experience in the field of expertise.

J. Basic knowledge of the labor category field and the ability to work with some supervision. Specialists generally have up to two years of professional experience in their field of expertise.

K. Some knowledge of the labor category field and the ability to work with supervision. Specialists generally have up to one year of professional experience in their field of expertise.

L. Entry level IT knowledge, with the ability to provide Level 1 System and Software Support. Professionals have up to one year experience.

PROFESSIONAL SERVICES HOURLY RATES

Skill Level	Rate
A Prime	$449
A	$379
B	$280
C	$255
D	$218
E	$195
F	$182
G	$156
H	$149
I	$125
J	$109
K	$75
L	$60

These not-to-exceed hourly rates are effective during the Initial Term only.

EXHIBIT B

Work Order Process

The following represents the work flow process for defining and executing Work Orders under this Agreement:

1. Work Order Initiation:
   a. A County Department issues a request for Work Order to Contractor.
   b. Contractor schedules a meeting with the Department to initiate the Statement of Services process.
   c. Contractor is provided with an overview of the Department's current application and the business process it supports.
   d. Department and Contractor discuss and agree on the most appropriate Contractor Services needed to satisfy the Department's Statement of Services.
   e. Department and Contractor schedule and participate in a Joint Application Design (JAD) session to determine the Statement of Services tasks, subtasks, milestones, Deliverables, and specific Contractor personnel (position title and skill level) to be assigned to the task.

2. Work Order Statement Of Services ("SOS"):

   The executed Work Order SOS shall at a minimum include the following sections, as applicable:
   a. Application system design documentation.
   b. Detailed description of tasks, subtasks, milestones and Deliverables.
   c. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the project.
   d. Detailed project plan.
   e. Detailed cost documentation including cost calculation worksheet.
   f. Work Order technical development process.
   g. Acceptance Criteria (if applicable).
   h. Refresh Data Period and Data Refresh Event (if applicable).
   i. Applicable Warranties.

3. Work Order Submission:
   a. Contractor and Department fill out and execute the Work Order Submission Form (Attachment 1) along with the following documents attached:
      i. Work Order Statement of Services (Attachment 2)
      ii. Work Order Payment Schedule (Attachment 3)
      iii. Work Order Project Schedule (Attachment 4).
   b. Contractor and Department submit Work Order Submission Form, with all Attachments thereto, to County's Project Director for approval as provided for under the Agreement.

4. Work Order Development and Approval:
   a. Contractor delivers each Deliverable for review and sign-off.
   b. County tests each Deliverable using Acceptance Criteria prior to Deliverable sign-off
   c. County tests, as the final Deliverable, the Work Order project as an integrated system prior to final Deliverable sign-off.
   d. When invoice for each Deliverable is available:
      (1) Department Project Manager signs-off, if required by County.
      (2) County's Project Manager signs-off.

5. Work Order Acceptance Criteria:

   Acceptance Criteria for Services as developed by mutual agreement of the Department and Contractor shall be as set forth in the applicable Work Order, including the SOS, and shall include, at a minimum:
   a. Acceptance Test for each Deliverable defined in the Work Order.
   b. Acceptance Tests for the Work Order project as a whole.

6. Work Order Initial Acceptance:

   Work Order project shall achieve "Initial Acceptance" following successful completion, delivery and Acceptance of all Services under such Work Order in accordance with Section 4 (Work Order Development and Approval) above on or before the date set forth in the Project Schedule, when it meets the applicable Acceptance Criteria for such Services as specified in Section 5 (Work Order Acceptance Criteria) and the applicable Work Order Statement of Services. Work Order project shall achieve Initial Acceptance when the Work Order project is complete and ready for Production Use.

7. Work Order Production Use

   Work Order Production Use shall signify the beginning of the inspection of the Work Order project. For the purposes of this Agreement, the Work Order project shall be ready for "Production Use" upon successful execution by Contractor of all applicable test cases described in the Work Order Statement of Services confirming the correctness and completeness of the application system design and verifying all features and functionality of the implemented solution and operational procedures, as also specified in Section 4 (Work Order Development and Approval) above.

8. Work Order Final Acceptance:

   Work Order project shall achieve Final Acceptance on or before the date set forth in the Project Schedule, if applicable, at the end of the process outlined below:

   a. Department and Contractor review the Acceptance Criteria.
   b. Contractor shall verify all features and functionality of the implemented solution and operational procedures.
   c. Department puts the Work Order project into Production Use for an agreed-upon time

d. Department utilizes the Work Order project in Production Use through the agreed-upon time without Deficiencies according to the Acceptance Criteria defined in the Acceptance Criteria section of the Work Order Statement of Services.
e. If during the above agreed-upon time Deficiencies appear, Contractor will correct such Deficiencies and re-submit the Work Order project for re-testing during one (1) more agreed-upon time period.
f. Upon Production Use of Work Order project with no Deficiencies through the agreed-upon period of time, the Work Order is ready for Final Acceptance.
g. If the Work Order project is Deficient for a second time, the Deficiencies shall be resolved in accordance with the Dispute Resolution Procedure (see Paragraph 68 of the Agreement).

Contractor's successful satisfaction of the Acceptance Test procedures in accordance with Acceptance Criteria for Final Acceptance and County's Acceptance of the Work Order Services shall constitute Final Acceptance. County's Project Director will approve the Work Order in writing by issuing a fully executed Acceptance Certificate (attached as Attachment 5 (Work Order Acceptance Form) to this Exhibit B) for such Work Order (the date of issuing of such Acceptance Certificate shall be referred to as the "Acceptance Date"). Such approval shall not unreasonably be withheld. The Warranty Period shall then commence.

9. Warranty Period:

For the purposes of this Agreement and Paragraph 9 (Warranty) of the body of this Agreement, the "Warranty Period" shall be defined as ninety (90) days following Final Acceptance of such Services by County, unless specified otherwise in the Work Order SOS.

EXHIBIT B

ATTACHMENT 1 (Page 1 of 2)

WORK ORDER SUBMISSION FORM

Department _____

Department Project Manager _____

Date _____

☐ Project/Program Management Services	☐ eBusiness Integration Services	☐ Network Services
☐ Strategic Change Services	☐ Enterprise Operations / Systems Services	☐ Administration and Financial Mgmt. Services
☐ IBM Software Services	☐ Infrastructure Technical Services	☐ Other – Specify: _____

WORK ORDER MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

WORK ORDER PROJECT DEFINITION

WORK ORDER STATEMENT OF SERVICES

WORK ORDER PAYMENT SCHEDULE

EXHIBIT B

ATTACHMENT 1 (Page 2 of 2)

WORK ORDER SUBMISSION FORM

WORK ORDER ACCEPTANCE DEFINITION

WORK ORDER WARRANTY PERIOD DEFINITION

	Signature	Date
Work Order Approval		
Work Order Number Assigned		
County's Project Manager		
Department Project Manager		
Contractor's Project Manager		

ATTACHMENTS: Statement of Services
Payment Schedule
Project Schedule
Acceptance Form

EXHIBIT B

ATTACHMENT 2

WORK ORDER STATEMENT OF SERVICES (SOS)

The Work Order Statement of Services (SOS) shall be prepared in accordance with Exhibit B (Work Order Process) and shall include and specify the following information for each of the Service types if and as applicable:

1. Application systems design documentation:

   Department will provide Contractor with all applicable documentation for the project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.

2. Detailed description of tasks subtasks, milestones and deliverables:

   Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.

3. Identification of all required County and Contractor resources and staff:

   Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each task, subtask, milestone and Deliverable.

4. Detailed project plan:

   Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.

5. Detailed cost documentation including cost calculation worksheet:

   Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.

6. Work Order technical development process:

   Department and Contractor shall meet and develop and employ tools to construct the project Deliverables.

7. Acceptance Criteria:

Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period with respect to any Deliverables to be delivered in the course of performing the Services.

8. Initial Acceptance:

Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.

9. Final Acceptance:

Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:

Department and Contractor shall agree upon the applicable warranties for the project as described in the body of the Agreement and Exhibit B (Work Order Process).

EXHIBIT B

ATTACHMENT 3

WORK ORDER PAYMENT SCHEDULE

The Payment Schedule, labeled as Attachment 3, shall be prepared in accordance with Exhibit B (Work Order Process) and shall be submitted along with the Work Order Submission Form (Attachment 1) as part of each Work Order. Services provided by Contractor under this Agreement shall be paid as described below:

EXHIBIT B

ATTACHMENT 4

WORK ORDER PROJECT SCHEDULE

Each Work Order shall include a mutually agreed upon Project Schedule for completing the tasks and Deliverables defined in the Work Order SOS, prepared in accordance with Exhibit B (Work Order Process). The timelines defined in such Project Schedule shall be subject to all the terms and conditions in the Agreement relating to completion of Services hereunder.

EXHIBIT B

ATTACHMENT 5

WORK ORDER ACCEPTANCE FORM

Work Order Number _____

Department _____

Department Project Manager _____

Date _____

WORK ORDER DELIVERABLE/PROJECT DEFINITION

WORK ORDER DELIVERABLE/PROJECT ACCEPTANCE DEFINITION

Deliverable/Project Approval	Signature	Date
County's Project Manager		
Department Project Manager		
Contractor's Project Manager		

EXHIBIT B

ATTACHMENT 6

WORK ORDER DOCUMENTATION FORM

Work Order Number _____

Department _____

Department Project Manager _____

Date _____

WORK ORDER PROJECT TASK AND/OR DELIVERABLE

BRIEF REASON FOR, AND DESCRIPTION AND SUMMARY OF, DOCUMENTATION

NEW WORK ORDER DOCUMENTATION

Work Order Documentation Approval	Signature	Date
County's Project Manager		
Department Project Manager		
Contractor's Project Manager		

EXHIBIT B

ATTACHMENT 7

WORK ORDER ISSUES LIST

Work Order Number _____

Department _____

Department Project Manager _____

Contractor's Project Manager _____

DATE	ISSUE	Department Initial	Contractor Initial

EXHIBIT B

ATTACHMENT 8

WORK ORDER FORMS TRACKING LIST

Work Order Number _____

Department _____

Department Project Manager _____

Contractor's Project Manager _____

DATE	SUFFIX	FORM TYPE

EXHIBIT C

Change Order Process

The following represents the work flow process for defining and executing Change Orders under this Agreement. A task or a Deliverable may only be changed to meet the intent of the original Work Order Statement of Services. The original scope of the Work Order may not be altered without closing this Work Order SOS and defining a new Work Order SOS.

1. Change Order Initiation:
   a. A County Department issues a request for Change Order.
   b. Contractor schedules a meeting with the Department to initiate revision to the Statement of Services.
   c. Contractor is provided with an updated review of the current application and the business process it supports.
   d. Contractor and Department schedule a Joint Application Design (JAD) session to refine the Change Order SOS.

2. Change Order Statement Of Services (SOS):

   The revised Work Order SOS (Change Order Statement of Services) shall at a minimum include the following sections, if revised by the Change Order:
   a. Application system design documentation.
   b. Detailed description of tasks, subtasks, milestones and Deliverables.
   c. Detailed project plan.
   d. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the project.
   e. Detailed cost documentation including cost calculation worksheet.
   f. Work Order technical development process.
   g. Acceptance Criteria.
   h. Data Refresh Period and Data Refresh Event, if applicable.
   i. Applicable Warranties, if applicable.

3. Change Order Submission:
   a. Contractor and Department fill out and execute the Change Order Submission Form (Attachment 1) along with the following documents attached, if applicable:
      i. Change Order Statement of Services (Attachment 2)
      ii. Change Order Payment Schedule (Attachment 3)
      iii. Change Order Project Schedule (Attachment 4)
   b. Contractor and Department submit Change Order Submission Form, with all Attachments thereto, to County's Project Manager for approval.

4. Work Order Attachments 2 through 4 shall be replaced or amended, as applicable, by the corresponding Change Order Attachments 2 through 4 respectively. With the exception of

the changes under the executed Change Order, the Work Orders shall be processed in accordance with the criteria set above in Exhibit B (Work Order Process).

EXHIBIT C

ATTACHMENT 1 (Page 1 of 2)

CHANGE ORDER SUBMISSION FORM

Work Order Number _____

Change Order Number _____

Department _____

Department Project Manager _____

Date _____

CHANGE ORDER BRIEF REASON, DESCRIPTION AND SUMMARY

WORK ORDER PROJECT TASK AND/OR DELIVERABLE

REVISED PROJECT TASK AND/OR DELIVERABLE

EXHIBIT C

ATTACHMENT 1 (Page 2 of 2)

CHANGE ORDER SUBMISSION FORM

REVISED PROJECT SCHEDULE, IF APPLICABLE

REVISED PAYMENT SCHEDULE, IF APPLICABLE E

	Signature	Date
Change Order Approval		
Change Order Number Assigned	_____	
County's Project Manager	_____	
Department Project Manager	_____	
Contractor's Project Manager	_____	

EXHIBIT C

ATTACHMENT 2

CHANGE ORDER STATEMENT OF SERVICES (SOS)

The Change Order Statement of Services (SOS) shall either replace or amend the Work Order Statement of Services (SOS) and shall be submitted along with the Change Order as Attachment 2 in accordance with Exhibit C (Change Order Process). The Change Order SOS shall include the following revised information for each of the Service types:

1. Application systems design documentation:
   Department will provide the Contractor with all applicable documentation for the Service project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.

2. Detailed description of tasks, subtasks, milestones and deliverables:
   Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.

3. Identification of all required County and Contractor resources and staff:
   Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each tasks, subtasks, milestones and Deliverable.

4. Detailed project plan:
   Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.

5. Detailed cost documentation, including cost calculation worksheet:
   Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.

6. Work Order technical development process:
   Department and Contractor shall meet and develop and employ Contractor tools to construct the project Deliverables.

7. Acceptance Criteria:
   Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period with respect to any Deliverables to be delivered in the course of performing the Services.

8. Initial Acceptance:
   Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.

9. Final Acceptance:
   Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:
    Department and Contractor shall agree upon the applicable warranties for the project as described in Exhibit C (Change Order Process).

The Change Order SOS replacing the original Work Order SOS shall also contain the information that is unchanged by the Change Order.

EXHIBIT C

ATTACHMENT 3

CHANGE ORDER PAYMENT SCHEDULE

Should the Change Order revise the Work Order Payment Schedule, Change Order Payment Schedule shall be submitted along with the Change Order as Attachment 3 in accordance with Exhibit C (Change Order Process) and shall replace the revised Work Order Payment Schedule. Services provided by Contractor under this Agreement shall be paid as described in such Change Order Payment Schedule as outlined below:

EXHIBIT C

ATTACHMENT 4

CHANGE ORDER PROJECT SCHEDULE

Should the Change Order revise the Work Order Project Schedule for completing the tasks, subtasks, milestones and Deliverables in the Work Order SOS. Change Order Project Schedule shall be submitted in accordance with Exhibit C along with the Change Order as Attachment 4 and shall replace the revised Work Order Project Schedule. The timelines in the Change Order Project Schedule shall be subject to all the terms in the Agreement relating to completion of work.

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACT NUMBER: _____

COUNTY DEPARTMENT: _____

WORK ORDER NAME: _____

WORK ORDER NUMBER: _____

CONTRACTOR/ EMPLOYER NAME: _____

CONTRACTOR NUMBER: _____

GENERAL INFORMATION:

The organization identified above ("Contractor") is under contract ("Contract") to provide certain Services to the County of Los Angeles ("County"). The County requires each employee of this Contractor performing Services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT:

The Contractor referenced above is my sole employer under the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of services under the above-referenced Contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and I do not have and will not acquire any rights or benefits of any kind whatsoever from the County by virtue of my performance under such Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT:

My work may be concerned with services provided by the County, and therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. By virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to nor reproduce for the benefit of any unauthorized person, any data or information obtained while performing work under the above-referenced Contract between my employer and the County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor.

The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to keep confidential all health, criminal and welfare recipient records, all data and information pertaining to persons and/or entities receiving services from the County. I also agree to keep confidential the following information provided by County: all design concepts, algorithms, programs, formats, documentation, County's proprietary information, and all other original materials provided to me by County under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information with the same degree of care required of me by my employer. The terms of this Confidentiality Agreement shall also apply to proprietary information supplied by other County vendors.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or upon termination of my employment with employer, whichever occurs first.

SIGNED:_____ DATE:_____

PRINTED: _____ POSITION:_____

EXHIBIT E

Contractor's EEO Certification

IBM
Company Name

600 Anton Boulevard, Costa Mesa CA 92626
Address

13-0871985
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County 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.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Kim Hewitt
Signature

7.6.2006
Date

Kim Hewitt, Director
Name and Title of Signer (please print)

EXHIBIT F

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

INTERNATIONAL BUSINESS MACHINES CORPORATION, Business Associate

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2006 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and International Business Machines Corporation, a New York corporation ("Business Associate" or "Contractor").

RECITALS

WHEREAS, the parties have executed a Master Services Agreement ("Services Agreement"), whereby Business Associate provides Services to Covered Entity, and Business Associate may receive, have access to or create Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media.

Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate from information or data received by Business Associate from or on behalf of Covered Entity, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" has the same meaning as in the Services Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable

Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Information Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information related to Disclosures and as required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow

Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d) above and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to, and notwithstanding, the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in Section 2.8 or paragraph (b) of this Section 4.3, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information except as expressly permitted or required herein.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

INTERNATIONAL BUSINESS MACHINES CORPORATION:

By: Lee Hewitt

Title: Director

Dated: 7.6.2006

COUNTY OF LOS ANGELES:

By: _____

Title: _____

Dated: _____

EXHIBIT G

Safely Surrendered Baby Law Fact Sheet

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. 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 a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB #CD (8/02)

no shame.

no blame.

no names.

now there's a way to safely surrender your baby

EXHIBIT G

What is the Safely Surrendered Baby Law?
It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows another person 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.

Does a parent have to tell anything to the people taking the baby?
No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

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

What if a parent wants the baby back?
The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons 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.

The Eighteenth Safely Surrendered Baby in California
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.

This baby was the eighteenth child protected under California's 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 in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County

Safely Surrendered Baby Hotline

(877) BABY SAFE

Toll Free (877)

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.