



**JONATHAN E. FIELDING, M.D., M.P.H.**  
Director and Health Officer

**JONATHAN E. FREEDMAN**  
Chief Deputy Director

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**BOARD OF SUPERVISORS**

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July 13, 2010

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 JULY 13, 2010

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

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT AMENDMENT WITH  
ATLAS DATABASE SOFTWARE CORPORATION  
dba ATLAS DEVELOPMENT CORPORATION  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION:      (X) APPROVE**

**SUBJECT:**

Request approval to extend an existing software programming and services agreement with Atlas Database Software Corporation through August 9, 2011.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 12 (Exhibit I) to Contract Number H-701820, with Atlas Database Software Corporation dba ATLAS Development Corporation (ATLAS) to extend the term of the Agreement for 12 months, on a month-to-month basis from August 10, 2010 through August 9, 2011, to continue maintenance, support, and hosting of the Visual Confidential Morbidity Report (vCMR) communicable disease reporting system; at a maximum obligation for the extended period of \$413,733, increasing the total contractual obligation, from \$4,729,533 to \$5,143,266; 100 percent offset by the forthcoming federal Centers for Disease Control and Prevention (CDC), Notice of Award (NA) Number 5U90TP917012-10, known as the Budget Period 10 (BP10).

2. Delegate authority to the Director of DPH, or his designee, to execute future amendments to Agreement H-701820, with ATLAS that permit the increase and/or decrease of funding by an amount that does not exceed 25 percent of the total contractual obligation (\$5,143,266 after Board approval of these actions) contingent upon the availability of federal funding and 100 percent offset by federal CDC funding, subject to review and approval by County Counsel, the Chief Executive Office, the Chief Information Office, and notification to your Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended Board actions will allow the following activities to continue: 1) hosting, maintenance, and support of the vCMR communicable disease reporting system; 2) adaptation of the Public Health Information Link (PHIL) system and electronic laboratory reporting to achieve compliance with the CDC's Public Health Information Network and National Electronic Disease Surveillance Systems (NEDSS); and 3) development of outbreak management custom enhancements.

The status quo services will continue until negotiations to finalize transfer of ownership of the vCMR communicable disease reporting system from DPH to ATLAS are completed and an agreement is submitted for your Board's approval. Transfer of ownership will help control the County's costs of continuing to maintain and support the vCMR communicable disease reporting system by sharing software enhancement costs among a larger pool of users, as well as, increase the probability that the software will be more widely utilized among other public health agencies.

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

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health of the Los Angeles County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Amendment Number 12 with ATLAS will increase the Agreement's total maximum obligation by \$413,733 from \$4,729,533 to \$5,143,266; 100 percent offset by CDC's NA BP10, at no net County cost.

Funding for this action is included in DPH's 2010-11 budget.

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

On May 19, 1998, your Board approved the Agreement with ATLAS Number H-209231 to assist the DPH in the development of the vCMR system. Subsequently, your Board approved Amendment Numbers 1 through 9 extending the term of the agreement,

increasing the maximum obligation, and scope of the Agreements through August 31, 2005. However, by oversight, DPH did not exercise its delegated authority timely to extend the Agreement by administrative amendment and the Agreement was terminated on August 31, 2005.

On November 1, 2005, your Board approved a retroactive Renewal Agreement with ATLAS (ATLAS Number H-701820) for the period of September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007. Your Board has approved subsequent Amendment Numbers 1 through 11 to extend the software agreement through August 9, 2010. With your Board's approval of this proposed action, the Agreement will be extended through August 9, 2011, on a month-to-month basis.

vCMR is a custom software application owned by the County. DPH determined that a more preferred traditional COTS (Custom of the Shelf) software vendor relationship would better serve DPH's surveillance needs, due to the continuing increase maintenance and support costs. DPH entered into negotiation to transfer ownership of the vCMR software with ATLAS in exchange for appropriate value and consideration.

However, delays occurred due to negotiation of new terms, working through ownership of the software, and long-term support issues that did not permit DPH to file the software agreement at the time your Board approved the ATLAS Marketing Agreement on June 1, 2010.

DPH will request your Board's approval to enter into a new agreement with ATLAS to transfer ownership. Once this action is completed, DPH will terminate the current ATLAS Contract Number H-701820.

Exhibit I has been approved by County Counsel as to form. The CIO concurs with DPH's recommendations and has provided the CIO Analysis Report (Exhibit II).

### **CONTRACTING PROCESS**

Since September 10, 1996, the County has accepted funding from CDC to develop and maintain a surveillance response to infectious disease. On May 19, 1998, your Board approved an agreement with ATLAS to assist DPH in the development of the vCMR communicable disease reporting system. ATLAS was selected as a sole-source provider based on their expertise, experience and knowledge of the graphical user interface software required to operate the existing communicable disease reporting system known as Automatic Vital Statistical System, whose services were essential to the DPH (then the Department of Health Services) because of the use of the same software application as

The Honorable Board of Supervisors  
July 13, 2010  
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California Department of Public Health. Your Board approved subsequent Amendments Numbers 1 through 9. However, due to an oversight, DPH did not extend the Agreement which automatically terminated the Agreement on August 31, 2005. The County and Contractor agreed to execute a new Agreement to continue the programming services which were vital to the bioterrorism program.

On November 1, 2005, your Board approved a Replacement Agreement with ATLAS, for a retroactive effective period of September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007, and delegated authority to execute amendments to the Replacement Agreement.

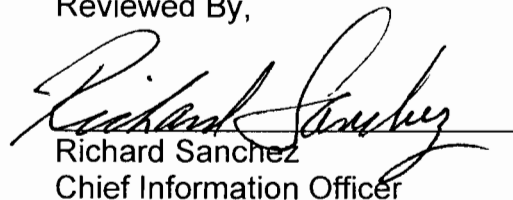
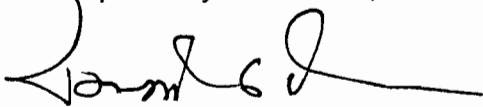
Subsequently, your Board approved Amendment Numbers 1 through 11; the last action increased services, extended the term, and increased the maximum obligation from \$4,526,301 to \$4,729,533, contingent upon the availability of federal funding, effective February 10, 2010 through August 9, 2010.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow for continued hosting, maintaining and supporting of the vCMR communicable disease reporting system. In addition, these actions will ensure the continuance of program modifications and enhancements to all components and interfaces of the vCMR communicable disease reporting system. This includes enhancements to support emergency preparedness and response, syndromic surveillance, and epidemiological response while negotiations to transfer ownership of the vCMR software system are completed between County and ATLAS.

Respectfully Submitted,

Reviewed By,



Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

Richard Sanchez  
Chief Information Officer

JEF:rdt

Attachments (2)

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

BLETR#01483.rdt

Contract Number: H-701820-12

**SOFTWARE PROGRAMMING AND SERVICES AGREEMENT**  
**AMENDMENT NUMBER 12**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE  
CORPORATION (dba Atlas Development  
Corporation) (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE PROGRAMMING AND SERVICES AGREEMENT", dated November 1, 2005, and further identified as County Agreement No. H-701820 and any amendments thereto (together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to revise the County's maximum obligation and Scope of Work of this Agreement and make other changes described in this Amendment; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used in this Amendment without definition have the same meanings given to such terms in the Agreement.

2. This Amendment shall be effective on a month-to-month basis not to exceed twelve months from August 10, 2010 through August 9, 2011 as provided for under the Agreement, unless earlier terminated as provided in this Paragraph 2 or otherwise in the Agreement. Each month-to-month term shall automatically extend until such time as County and Contractor mutually agree to terminate this Agreement prior to the commencement of a month-to-month term.

Contractor shall not proceed with the work acquired under this Amendment until Contractor has contacted the County's Project Director and has received approval to proceed. The approval to proceed shall be contingent upon the availability of federal funds.

3. Paragraph 8, CONTRACT SUM, Subparagraph 8.1, GENERAL, of the Agreement shall be revised to read as follows:

"8.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Five Million, One Hundred Forty-Three Thousand, Two Hundred Sixty-Six Dollars (\$5,143,266), for the term of this Agreement. The Contract Sum may be increased from time to time after the effective date of Amendment Number 12 to this Agreement at County's discretion up to twenty five percent (25%) of the Contract Sum as of the effective date of Amendment Number 12 to this Agreement, contingent upon availability of federal funds.

Notwithstanding any other provision of this subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor."

4. Exhibit A, STATEMENT OF WORK, to the Agreement shall be supplemented with the Tasks and Deliverables set forth on Exhibit A-12 to this Amendment, attached hereto, and incorporated herein by reference.

5. Exhibit B, SCHEDULE OF DELIVERABLES AND PAYMENTS, to the Agreement shall be supplemented with the schedule set forth on Exhibit B-12 to this Amendment, attached hereto, and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

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and contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

ATLAS DATABASE SOFTWARE  
CORPORATION dba ATLAS  
DEVELOPMENT CORPORATION  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Patricia Gibson, Acting Chief  
Contracts and Grants Division



**STATEMENT OF WORK**  
 Fiscal Year 10/11  
**Amendment No. 12**  
 (Total Funds Received = \$413,733)

**Contract No.H-701820-12**

**VISUAL CONFIDENTIAL MORBIDITY REPORT (vCMR)**

1.13. TASK NO.7: MAINTENANCE AND HOSTING\_– Maintenance and Support, Third Party Software, Hosting, and Proprietary License Fees for six months and as listed below: **\*(2A:CT1c)**

1.13.1.3 vCMR Software Maintenance and Support for 6 months= **\$42,500**

1.13.2.3 Six-month Third Party Software Maintenance for the following software products to support current and future Users of VCMR:

• Cache (125 users)	=	\$ 7,650
• Cache Shadowing (120 Users )	=	6,000
• Melissa Data (Address Standardization)	=	1,250
• Ferguson Cache	=	1,800
• Nevada Cache	=	<u>1,800</u>
<b>Subtotal</b>		<b>\$18,500</b>

1.13.3.3 Six-month Hosting fees for the following to support current and future Users of vCMR

• vCMR Hosting (IS West Data Center)	=	\$21,500
• ECI Server Hosting (\$1,400/month)	=	8,400
• Lab Works Server Hosting (\$1,400/month )	=	8,400
• vCMR Demo Server Hosting (\$700/month)	=	<u>4,200</u>
<b>Subtotal</b>		<b>\$42,500</b>

1.13.4.3 Atlas Proprietary License Fees for six months:

• ADDS	=	\$ 295
• ARNOLD	=	900
• LabWorks	=	325
• ECI (Enhanced Case Investigation)	=	513
• AtlasConnect (\$833.34/month)	=	5,000
• Web CMR CD Keys (\$450 mthly)	=	<u>2,700</u>
<b>Subtotal</b>		<b>\$ 9,733</b>

1.13.5.3 Dedicated IT resource for hardware and network support, implementation, training, documentation, ongoing production support (ELR, vCMR, Syndromic, etc.) for six months: \$15,000/month=\$90,000

**Total            \$203,233**

\*Fulfills CDC Cooperative Agreement Outcome and Critical Task as indicated

1.14 DELIVERABLE NO.7: MAINTENANCE AND HOSTING

1.14.1.3 Contractor shall provide Maintenance and Support Services as outlined in Task NO.7 - 1.13.1.3 above.

1.14.2.3 Contractor shall provide Third Party Software as outlined in Task NO.7 - 1.13.2.3 above.

1.14.3.3 Contractor shall provide Hosting Services as outlined in Task NO.7 1.13.3.3 above.

1.14.4.3 Contractor shall provide Proprietary License Fees as outlined in Task NO.7 - 1.13.4.3 above.

1.14.5.3 Contractor shall provide dedicated IT resource as outlined in Task NO.7 - 1.13.5.3 above.

1.15 TASK NO.8: OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS: \* (2A:CT1c)

1.15.6. Add 1451.7 ( 1451.7 x \$145 = \$210,500) Standard Pool Hours to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response pursuant to Standard Pool Hours of Exhibit B-10 Schedule of Deliverables and Payments.

Modifications will include but not limited to the following:

- Continued modification and enhancement of VCMR to:
  - Syndromic Surveillance: Continue enhancements of early event detection for identification and tracking of health intelligence information.
  - Mysis LIS Vendor: Continue Electronic Reporting to facilitate parsing of lab reports to other Public Health Programs.
  - Mini-PHIL: Implementation of system to support changes needed to identify new lab reports not included in original electronic lab reporting system.

- Enhance WebvCMR, vCMR Outbreak Module and Nurse Practice Management System.
- Implement interoperable systems consistent with the Public Health Information Network(PHIN) requirements.
- Unanticipated enhancements to meet the future needs of ACDC and other Public Health Programs

Upon County's written request for modifications and enhancements, Contractors shall provide a change order indicating number of hours and a fixed price proposal describing the work to be completed. County's Project Director or his designee shall have the authority to approve Contractor's proposal.

1.16 DELIVERABLE NO.8: OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:

1.16.7. **1451.7** Standard Pool Hours (\$210,500) will be used to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response as requested by the County's Project Director or his designee pursuant to subparagraph 1.15.6.

If requested in writing and number of hours and fixed price proposal are accepted by County's Project Director or his designee, Contractor shall provide modifications and enhancements as set forth in Task No.8 above.

**SCHEDULE OF DELIVERABLES AND PAYMENTS****Atlas Development – Visual Confidential Morbidity Report  
(vCMR)****Contract No. H-701820****Atlas Software Agreement- Amendment No. 12  
(\$413,733)**

<b>Deliverable No.</b>	<b>SOW Item No.</b>	<b>Deliverable Title</b>	<b>Amount Payable</b>
<b>No.7</b>	<b>1.14</b>	Six- month (8/10/10 to 2/9/11)	
	<b>1.14.1.3</b>	Maintenance and support	<b>\$ 42,500</b>
	<b>1.14.2.3</b>	Third Party Software	<b>\$ 18,500</b>
	<b>1.14.3.3</b>	Hosting Fees	<b>\$ 42,500</b>
	<b>1.14.4.3</b>	Proprietary License Fees	<b>\$ 9,733</b>
	<b>1.14.5.3</b>	Dedicated Resource Support	<b><u>\$ 90,000</u></b> <b>\$203,233</b>
<b>No.8</b>	<b>1.16</b>	Standard Pool Hours	<b>\$210,500</b>
	<b>1.16.7</b>	( 1451.7 hours @ \$145 a hour) <ul style="list-style-type: none"> <li>• Syndromic Surveillance</li> <li>• Mini-PHIL</li> <li>• Electronic Lab Reporting</li> <li>• WebvCMR</li> <li>• PHIN Compliance</li> <li>• Unanticipated enhancements</li> </ul>	
<b>Total</b>			<b>\$413,733</b>

## CIO ANALYSIS

### AMENDMENT NO. 12 TO COUNTY AGREEMENT NO. 701820 WITH ATLAS DATABASE SOFTWARE CORPORATION

CIO RECOMMENDATION:     APPROVE                       APPROVE WITH MODIFICATION  
    DISAPPROVE

**Contract Type:**

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

New/Revised Contract Term:    Base Term: 1 Year (on a # of Option Yrs: n/a  
month-to-month basis)

**Contract Components:**

Software                                       Hardware                                       Telecommunications  
 Professional Services

**Project Executive Sponsor:** Jonathan Fielding, M.D., M.P.H, Director and Health Officer

**Budget Information :**

Y-T-D Contract Expenditures	\$4,729,533
Requested Contract Amount	\$ 413,733
Aggregate Contract Amount	\$5,143,266

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% by Center for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR) redirected funds.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

### **Project/Contract Description:**

Department of Public Health (DPH) is requesting Board approval to execute Amendment No. 12 to Agreement H-701820 with Atlas Database Software Corporation (Atlas) for maintenance, support, and hosting of its Visual Confidential Morbidity Report (vCMR) communicable disease reporting system. This Amendment increases the total maximum obligation by \$413,733 from \$4,729,533 to \$5,143,266, and extends the Agreement term through August 9, 2011.

Additionally, this Amendment would delegate authority to DPH to execute future amendments to increase/decrease the maximum obligation up to 25% percent of the then total contractual obligation, contingent upon the availability of federal funding and would be subject to review and approval by County Counsel, CEO, CIO, and notification of Board offices.

### **Background:**

On September 10, 1996, the Board accepted funding from the Center for Disease Control and Prevention (CDC) to develop and maintain a surveillance response to infectious diseases programs. On May 19, 1998, the Board approved an Agreement with Atlas to assist DPH in the development of the Visual Confidential Morbidity Report System (vCMR).

On November 1, 2005, the Board approved Agreement No. 701820 with Atlas to provide for additional software programming tasks and deliverables in the amount of \$912,050, effective September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007 and delegated authority to execute amendments to the Agreement. Subsequently, eleven Amendments to this Agreement were approved.

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

Approval of this Amendment No. 12 will provide for:

- Continued hosting, maintenance, and support of the vCMR communicable disease reporting system;
- Adaptation of the Public Health Information Link (PHIL) system and electronic laboratory reporting to achieve compliance with the CDC's Public Health Information Network and National Electronic Disease Surveillance Systems (NEDSS); and
- Development of outbreak management custom enhancements.

This Agreement will also allow DPH time to negotiate a proposed agreement with Atlas to finalize transfer of ownership of the vCMR communicable disease reporting system, which will be submitted for Board consideration. This should substantially reduce the County's costs of ongoing maintenance and support of the vCMR will be greatly reduced as software enhancement costs will be able to be shared among a larger pool of users. It will also increase the probability that the software will be more widely utilized among public health agencies.

**Project Metrics:**

DPH works closely with Atlas to manage all services performed invoiced by Atlas to ensure work being performed is in accordance with DPH's specifications. All work performed by Atlas must be approved and accepted by DPH prior to payment of any invoices submitted.

**Impact on Service Delivery or Department Operations if Proposal Is Not Approved:**

Continuing software maintenance and hosting services are critical to the reliable capture, reporting and management of contagious diseases within Los Angeles County and the State of California. If this Amendment is not approved, DPH will have to discontinue necessary ongoing problem correction activities and updates to the applications to ensure the security of the data collected.

Further, unless necessary improvements and enhancements are made to vCMR, as required by CDC, further funding from CDC would be jeopardized.

**Alternatives Considered:**

No other alternatives were considered. Atlas is the developer of the application and is in a unique position to provide the maintenance and hosting services.

**Project Risks:**

There are no significant risks to DPH or to the County identified in this Amendment No. 12.

Potential security issues this system may present have previously been reviewed and considered by the County's Chief Information Security Officer (CISO), who has determined that there are no significant security concerns and that this Amendment does not change that assessment.

**Risk Mitigation Measures:**

The CIO has determined that no risk mitigation measures are necessary.

**Financial Analysis:**

Amendment No. 12 will increase the total maximum County obligation by \$413,733 from \$4,729,533 to \$5,143,266. Funding for this Agreement is 100% offset by Centers for Disease Control and Prevention (CDC), Public Health Preparedness and Response for Bioterrorism Cooperative Agreement. There are no net County costs incurred under this action.

**CIO Concerns:**

The CIO has no major concerns with this Amendment.

**CIO Recommendations:**

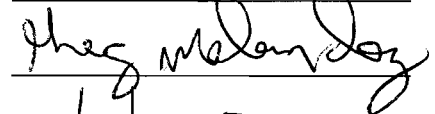
The CIO recommends Board approval of Amendment No. 12.

**CIO APPROVAL**

Date Received: May 20, 2010

Prepared by: Earl Bradley

Date: May 20, 2010

Approved: 

Date: 7/1/2010