

1 **AMENDMENT III TO INFORMATION TECHNOLOGY AGREEMENT**

2 THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into
3 this _____ day of _____, 2012, by and between the Counties of Alameda, Contra
4 Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo,
5 Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura and Yolo (collectively the
6 “COUNTIES” and individually, a “COUNTY”) and HP Enterprise Services, LLC, a limited liability
7 company chartered under the laws of the State of Delaware (hereinafter referred to as “HPES”),
8 formerly known as Electronic Data Systems, LLC , referred to hereinafter as “VENDOR” or “HPES.”

9 WHEREAS, the parties entered into that certain Agreement, identified as INFORMATION
10 TECHNOLOGY Agreement No. 0530-95, effective February 28, 2000, (“Agreement”) whereby
11 VENDOR agreed to provide goods and services required to design, develop, implement, operate and
12 maintain the new CalWORKs Information Network (CalWIN) and to maintain the existing system
13 until it is replaced with CalWIN for COUNTIES; and

14 WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and
15 restate the Agreement in its entirety.

16 NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions,
17 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

18 1. Pursuant to Section 2.0 of the Agreement, the Counties hereby extend the Agreement
19 No. by one additional two-year period commencing on August 1, 2013 and ending on July 31, 2015.
20 As a result, Section 2.2 of the Agreement as previously modified by Amendment II is hereby deleted
21 in its entirety and the following is inserted in its place:

22 **2.2 Extensions.**

23 2.2.1 Extension of Initial Term of Agreement. This Agreement is extended beyond the
24 Initial Term for one three-year period, which extension period shall commence on August 1,
25 2010 and expire on July 31, 2013 and be referred to in Exhibit L-II as “Extension Term.”

26 2.2.2. Further Extension. Counties hereby extend the Extension Term, as defined in
27 Paragraph 2.2.1, for a successive two-year period. Such extension shall commence on August
28 1, 2013 and expire on July 31, 2015.

2. Section 18. of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

18. GENERAL INDEMNIFICATION. VENDOR agrees to indemnify, defend and hold harmless COUNTIES and COUNTY Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all third party claims, damages, losses, liability and expense, including without limitation defense costs and legal fees, caused by gross negligence or willful misconduct connected with the VENDOR or any of its Subcontractors.

3. Section 25.2 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

18.2 VENDOR. 18.2.1 EXCEPT FOR DAMAGES, COSTS, EXPENSES AND LIABILITIES ARISING FROM REMEDIES SPECIFICALLY PROVIDED UNDER THIS AGREEMENT IN SECTIONS 13.10, 16.13, 17, 18, 21, 22.5, 22.6, 24.6.7.2, 34.2 and 39 (PROTECTION FROM DAMAGE, COMPLIANCE WITH LAWS, INTELLECTUAL PROPERTY INFRINGEMENT, GENERAL INDEMNIFICATION, LIQUIDATED DAMAGES, ADDITIONAL RIGHTS AND REMEDIES, TERMINATION, EMPLOYMENT ELIGIBILITY, AND COMPLIANCE WITH APPLICABLE LAWS), IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2.2 EXCEPT FOR DAMAGES, COSTS, EXPENSES AND LIABILITIES ARISING FROM REMEDIES SPECIFICALLY PROVIDED UNDER THIS AGREEMENT IN SECTIONS 13.10, 16.13, 17, 18, 34.2 and portions of 39 (COMPLIANCE WITH LAWS, INTELLECTUAL PROPERTY INFRINGEMENT, GENERAL INDEMNIFICATION, ADDITIONAL RIGHTS AND REMEDIES, TERMINATION, EMPLOYMENT ELIGIBILITY, AND COMPLIANCE WITH

1 APPLICABLE LAWS(excluding those covered by Sections 13.1, 13.2.3, and 13.3)),
2 VENDOR'S LIABILITY SHALL NOT EXCEED THE TOTAL MAXIMUM
3 CONTRACT SUMS HEREUNDER. HOWEVER, NOTWITHSTANDING
4 ANYTHING TO THE CONTRARY HEREIN, VENDOR'S LIABILITY FOR
5 DAMAGES, COSTS, EXPENSES, AND LIABILITIES ARISING FROM VENDOR'S
6 SIMPLE NEGLIGENCE UNDER SECTION 18 THAT DOES NOT CAUSE INJURY
7 OR DAMAGE TO PERSONS OR PROPERTY, OR DEATH, SHALL BE SUBJECT
8 TO THE TOTAL MAXIMUM CONTRACT SUMS HEREUNDER.

9 4. All references to "Exhibit G" or "Exhibit G-II " or Exhibit G-III' in the existing
10 INFORMATION TECHNOLOGY Agreement No. 0530-95 as modified by Amendment I and
11 Amendment II are hereby changed to read "Exhibit G-III," as appropriate.

12 5. All references to "Exhibit L" or "Exhibit L-I" or Exhibit L-II' in the existing
13 INFORMATION TECHNOLOGY Agreement No. 0530-95 as modified by Amendment I and
14 Amendment II are hereby changed to read "Exhibit L-III," as appropriate.

15 6. Exhibit G-III and Exhibit L-III are attached hereto and hereby incorporated by reference
16 into and made a part of the existing INFORMATION TECHNOLOGY Agreement No. 0530-95, as
17 amended.

18 7. The parties agree that separate copies of this Amendment III to the existing
19 INFORMATION TECHNOLOGY Agreement No. 0530-95 may be signed by each of the parties and
20 this Agreement will have the same force and effect as if the original had been signed by all the parties.

21 8. Except as otherwise provided in this Amendment III, all other provisions of
22 INFORMATION TECHNOLOGY Agreement No. 0530-95 as amended by Amendment I and
23 Amendment II remain unchanged and in full force and effect. This Amendment III shall become
24 effective upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to the Agreement as of the day and year first hereinabove written.

HP Enterprise Services, LLC
(formerly Electronic Data Systems Corporation)

Dated: _____

By: _____
Title: VP State & Local Health and Human Services

ATTEST:

COUNTY OF SANTA CLARA

By: _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SAN DIEGO

By: _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF SONOMA

By: _____
Chairperson, Board of Supervisors

Dated: _____

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25 ATTEST:

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28 Dated: _____

COUNTY OF TULARE

By: _____
Chairperson, Board of Supervisors

COUNTY OF SANTA CRUZ

By: _____
Administrator
Human Resources Agency

APPROVED AS TO FORM:

County Counsel

COUNTY OF FRESNO

By: _____
Chairperson, Board of Supervisors

COUNTY OF SOLANO

By: _____
Chairperson, Board of Supervisors

CITY AND COUNTY OF SAN FRANCISCO

By: _____
President, Social Services Commission

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Dated: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson, Board of Supervisors

By: _____
Deputy County Counsel

COUNTY OF CONTRA COSTA

By: _____
Chairperson, Board of Supervisors

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

COUNTY OF ALAMEDA

By: _____
Chairperson, Board of Supervisors

COUNTY OF YOLO

By: _____
Chairperson, Board of Supervisors

COUNTY OF ORANGE

By: _____
Chairperson, Board of Supervisors

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Dated: _____

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Dated: _____

COUNTY OF SANTA BARBARA

By: _____
Chairperson, Board of Supervisors

COUNTY OF SACRAMENTO

By: _____
Chairperson, Board of Supervisors

COUNTY OF VENTURA

By: _____
Chairperson, Board of Supervisors
