



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 October 13, 2020

CELIA ZAVALA
EXECUTIVE OFFICER

October 13, 2020

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:

**REQUEST APPROVAL OF SOLE SOURCE CONTRACT #20-003 WITH KONNECH, INC. FOR
POLLCHIEF
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Sole Source Contract #20-003 with Konnech, Inc to renew the PollChief Software License, Hosting, Customization and Maintenance and Support (M&S) services. PollChief is a web-based, high-performance election management software that organizes the administration of elections. The current PollChief license expires on October 22, 2020.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a Sole Source Contract substantially similar to Attachment I effective for a period of three (3) years unless sooner extended or terminated in whole or in part, with two (2) one-year option terms, for an aggregate term of five (5) years. The contract sum over the potential maximum term is \$2,645,000. The estimated cost breakdown is \$685,000 for FY 20-21; \$490,000 for FY 21-22; \$490,000 for FY 22-23; \$490,000 for FY 23-24; \$490,000 for FY 24-25.
2. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (i) exercise option terms, (2) make changes Statement of Work as operationally necessary, provided

that County Counsel approval is obtained, and (3) to make any other necessary changes which do not materially alter any term or condition of the Contract.

3. Delegate authority to the RR/CC, or designee, to execute change orders for additional work for system enhancements and customizations with allocated pool dollars included as part of the original contract sum of \$2,645,000 provided that approval from Chief Information Office and County Counsel is obtained.

4. Delegate authority to the RR/CC, or designee, to terminate the Contract as necessary provided that County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or designee, to execute changes to the original Contract sum of \$2,645,000 including an increase of no more than ten percent (10%) total over the potential maximum sum provided that approval from Chief Executive Office and County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current PollChief license expires on October 22, 2020. Approval of Contract #20-003 with Konnech will allow the RR/CC to continue using PollChief software to prepare and coordinate the November 3, 2020 Presidential election. PollChief is an online election tool used by election staff to manage and coordinate election logistic activities, vote center locations, poll workers, voting equipment inventory and more.

Due to the complexity of elections conducted in Los Angeles County, and the new Voting Solutions for All People (VSAP) voting model, services will include additional software customization, hosting, and M&S services to meet the needs of Los Angeles County for all future elections.

PollChief Procurement History

On October 10, 2019, a purchase order (PO) was issued to Konnech Inc. (PO-RR-20006222-1) for a one-year PollChief commercial off the shelf software license for \$99,900 for online access to the Poll Location Management System, Poll Worker Management System, Poll Worker Application Portal and Election Work Account to manage election staffing and equipment.

To account for the necessary customizations required for the November 2020 Election, a second PO was issued to Konnech (PO-RR-21005183-1) for \$199,999. Approval of Contract #20-003 will provide long term, continued use of PollChief and additional software modifications required under VSAP for future elections.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Technology/Innovation: Improve the use of technology so that Department personnel can work together efficiently to solve workplace challenges.

FISCAL IMPACT/FINANCING

The estimated cost of the recommended contract, including amendments and pool dollars is

\$2,645,000. If the ten percent (10%) contingency is utilized, the total contract cost will increase by \$264,500 to \$2,909,500. Funding for year 1 at \$685,000 is included in the Fiscal Year 2020-21 Registrar-Recorder/County Clerk - VSAP Budget. Funding for future fiscal years will be requested by RR/CC through the annual FY budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) and the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this Contract.

The Contract contains Board required provisions including those about consideration of qualified County employees targeted for layoff, as well as eligible GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, Safely Surrendered Baby Law, and Child Support Compliance Programs, Fair Chance, and Policy of Equity. The Contract also requires Konnech Inc. to notify the County when the Contract term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized Contract Sum. The Contract includes a negotiated limitation of liability of the greater of 1.75 times the annual fees RR/CC paid the Contractor or the applicable insurance coverage limit. The Contractor's intellectual property indemnification obligations are excluded from this limitation of liability.

CONTRACTING PROCESS

In accordance to Board Policy 5.100, the Board Notification with the intent to negotiate a sole source contract with Konnech was discussed at the Operations Cluster meeting and sent to Board Offices on August 19, 2020. Contract negotiations commenced after a four (4) week period. The required sole source checklist (Attachment II) identifies the Department's need for a Sole Source Contract with Konnech.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board letter. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended sole source Contract as to form. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment III). County Counsel has reviewed this Board letter and approved as to form the attached Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

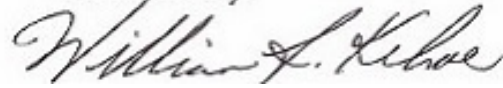
Your Board's approval of the noted actions will allow RR/CC to continue using PollChief in preparation of the upcoming November 3, 2020 Presidential General Election all future elections in Los Angeles County.

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:



WILLIAM KEHOE
Chief Information Officer

DCL:DM
VW:ca

Enclosures

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



CONTRACT #20-003

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KONNECH, INC.

FOR

**POLLCHIEF ELECTION MANAGEMENT APPLICATION
SUPPORT AND SERVICES**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	1
3.0	WORK	2
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ADMINISTRATION OF AGREEMENT - COUNTY	8
6.1	County's Project Director	8
6.2	County's Project Manager	9
6.3	County's Contract Project Monitor	9
6.4	Approval of Work	9
7.0	ADMINISTRATION OF AGREEMENT - CONTRACTOR	10
7.1	Contractor's Administration	10
7.2	Contractor's Project Manager	10
7.3	Approval of Contractor's Staff	10
7.4	Notice of Staff Changes	10
7.5	Contractor's Staff Identification	11
7.6	Background and Security Investigations	11
7.7	Confidentiality	11
8.0	STANDARD TERMS AND CONDITIONS	12
8.1	Amendments	12
8.2	Assignment and Delegation/Mergers or Acquisitions	14
8.3	Authorization Warranty	15
8.4	Budget Reductions	15
8.5	Complaints	15
8.6	Compliance with Applicable Laws	16
8.7	Compliance with Civil Rights Laws	17
8.8	Compliance with County's Jury Service Program	17
8.9	Conflict of Interest	18
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	19
8.11	Consideration of Hiring Gain-Grow Participants	19

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.12	Contractor Responsibility and Debarment	20
8.13	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	22
8.15	County's Quality Assurance Plan.....	23
8.16	Damage to County Facilities, Buildings or Grounds	23
8.17	Employment Eligibility Verification	23
8.18	Electronic Signatures	24
8.19	Fair Labor Standards.....	24
8.20	Force Majeure	24
8.21	Governing Law, Jurisdiction, and Venue.....	25
8.22	Independent Contractor Status.....	25
8.23	Indemnification	26
8.24	General Provisions for All Insurance Coverage	26
8.25	Insurance Coverage	30
8.26	Liquidated Damages	32
8.27	Most Favored Public Entity.....	33
8.28	Nondiscrimination and Affirmative Action.....	33
8.29	Non Exclusivity	35
8.30	Notice of Delays	35
8.31	Notice and Resolution of Disputes.....	35
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	35
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	35
8.34	Notices	36
8.35	Prohibition Against Inducement or Persuasion	36
8.36	Public Records Act.....	36
8.37	Publicity.....	37
8.38	Record Retention and Inspection/Audit Settlement.....	37
8.39	Recycled Bond Paper.....	39
8.40	Subcontracting	39
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	40

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.42	Termination for Convenience.....	40
8.43	Termination for Default.....	40
8.44	Termination for Improper Consideration	42
8.45	Termination for Insolvency.....	42
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	43
8.47	Termination for Non-Appropriation of Funds.....	43
8.48	Validity	43
8.49	Waiver.....	43
8.50	Warranty Against Contingent Fees.....	44
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	44
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	44
8.53	Time Off for Voting.....	45
8.54	Compliance with County’s Zero Tolerance Policy on Human Trafficking ...	45
8.55	Omitted	45
8.56	Compliance with Fair Chance Employment Practices	45
8.57	Compliance with the County Policy of Equity.....	45
8.58	Prohibition from Participation in Future Solicitation(s).....	46
9.0	UNIQUE TERMS AND CONDITIONS.....	46
9.1	Ownership of Materials, Software and Copyright.....	46
9.2	System Use	47
9.3	Patent, Copyright and Trade Secret Indemnification	48
9.4	Limitation of Liability	49
9.5	Survival.....	49
10.0	SYSTEM OWNERSHIP AND LICENSE	50
10.1	System Ownership.....	50
10.2	License	50
Signatures	53

EXHIBITS

- A Statement of Work (SOW)
- B Pricing Schedule
 - Schedule B.1 Optional Work
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Intellectual Property Developed-Designed by Contractor
 - J2- Contractor's Assignment and Transfer of Copyright
 - J3- Notary Statement for Assignment and Transfer of Copyright
- K Glossary
- L Task/Deliverable Acceptance Certificate
- M Background Check Form
- N Information Security Requirements

CONTRACT #20-003 BETWEEN
COUNTY OF LOS ANGELES
AND
KONNECH, INC.
FOR
POLLCHIEF ELECTION MANAGEMENT APPLICATION SUPPORT AND SERVICES

This Contract and Exhibits (“Contract”) for the PollChief Election Management Application Support and Services is made and entered into this _____ day of _____, 2020 by and between the County of Los Angeles (“County”) and Konnech, Inc. (“Contractor”). Konnech, Inc. is located at 4211 Okemos Road. Suite 3 & 4 Okemos, MI 48864.

RECITALS

WHEREAS, pursuant to Government Code Section 31000, the Board of Supervisors (“Board”) is authorized to contract with a private firm for special services; and

WHEREAS, the Contractor is a private firm specializing in providing PollChief Election Management Application Support and Services to perform under this contract; and

WHEREAS, the Board has authorized the County Registrar-Recorder/County Clerk (RR/CC) to administer this Contract;

WHEREAS, the RR/CC desires PollChief Election Management Application Support and Services to ensure the success of its future elections;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

All Exhibits that are referenced herein and appended hereto or are signed by the Parties on or after the date of this Contract and by their express terms are to be part of this Contract, and by their express terms are to be part of this Contract, are hereby incorporated by reference are hereby incorporated by reference. Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N are attached to and form a part of this Contract.

2.0 DEFINITIONS:

All capitalized terms, words and phrases shall have the meaning given in Exhibit K (Glossary) whenever used in this Contract, including the body of the Contract, Exhibit A (Statement of Work), and all other exhibits, unless another intended meaning is plain from its usage for a specific section.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 In exchange for County's payment to Contractor of the fees and any applicable taxes arising under the Contract and-satisfactorily fully performed and invoiced by Contractor, Contractor shall on a timely basis (a) provide, complete, deliver and implement all Work set forth in this Contract and in Exhibits A (Statement of Work) and Exhibit A-4 (PollChief System Maintenance), including, but not limited to, PollChief System Software License, System Hardware, System Implementation services, System Maintenance and any Optional Work; (b) grant to County a limited License to fully use the products and Services provided hereunder and (c) grant ownership to County of the Customizations, Software Enhancements, Solution Modifications, County-specific Documentation, and Contractor-owned System Data provided by Contractor to County. County grants a limited license to Contractor to all County-owned items conveyed under (c) above only for limited purposes of providing services to the County under this Contract or any other agreements with the County.

Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto and Exhibit A-4 (Poll Chief System Maintenance) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Pricing Schedule) with all Schedules thereto.

- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or in an executed Amendments or Change Orders pursuant to Paragraph 8.1 (Amendment and Change Orders), the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.4 System Component

Contractor shall provide a System Software License and all System Environment Components with the exception of County Hardware, including System Hardware and applicable System Network, in order to meet the System Requirements, in accordance with the provisions of Paragraph 10.0 (System Ownership and License). In addition, Contractor shall certify that the System Hardware is capable of meeting the System Performance Requirements, as provided in Exhibit A (Statement of Work). County is responsible for ensuring County Hardware and network used to access the System Software meets then current industry norms for hardware, operating systems, and web-browsers.

Contractor is not responsible for any failure to meet the System Performance Requirements, as provided in Exhibit A (Statement of Work), caused by a failure of County Hardware or network to meet these then current industry norms.

3.5 System Implementation

Contractor shall provide System Implementation services, including System setup, installation, testing, training and other services through Final Acceptance of the System required for successful implementation of PollChief, as specified in Exhibit A (Statement of Work).

Subject to County approval, Contractor will amend Exhibit A-5 (PollChief System Architecture Diagram) as necessary in order to: (i) add new System Software modules and/or Components; (ii) revise the System Software descriptions, and (iii) update the System Software and module version numbers, provided, however, no System Software module or Component may be removed from or added to Exhibit A-5 (PollChief System Architecture Diagram) except in accordance with this Contract and upon approval of County's Project Director. All such changes to Exhibit A-5 (PollChief System Architecture Diagram) shall be provided in accordance with Paragraph 8.1 (Amendment and Change Orders).

3.6 System Maintenance

Contractor shall provide to County Maintenance Services and Support Services, as provided in, and in accordance with, Exhibit A-4 (PollChief System Maintenance) and this Contract (hereinafter "System Maintenance"). System Maintenance obligations shall commence upon the earlier of the Go-Live date or the first anniversary of the Effective Date and shall continue during the term of this Contract.

3.7 Optional Work

Upon County's request and mutual approval pursuant to the terms of this Contract in accordance with Paragraph 8.1 (Amendment and Change Orders), Contractor shall provide Optional Work, including Software Enhancements, consisting of Additional Software and/or Customizations in the form of Solution Modifications and Interfaces, and Professional Services, consisting of Consulting Services and/or additional Training, in accordance with Task 5 (Optional Work) of Exhibit A (Statement of Work) at the applicable pricing terms set forth in Exhibit B (Pricing Schedule).

3.7.1 Software Enhancements

Upon County's request following Go-Live and mutual agreement, Contractor shall provide to County Software Enhancements as part of Optional Work using Pool Dollars, including Additional Software and/or Customizations in the form of Solution Modifications and Interfaces, in accordance with Task 5.1 (Provide System Enhancements and Customizations) of Exhibit A (Statement of Work) and any applicable Change Order. Unless specified otherwise, Software Enhancements shall be provided at the agreed upon Maximum Fixed Price calculated based on the Fixed Hourly Rate, if applicable, and at the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Upon completion by Contractor, and approval by County in accordance with the terms of this Contract, of such Software Enhancements, Schedule B.1 (Optional Work) shall be updated accordingly to add such delivered Software Enhancements via a Change Notice or by an Amendment, in each case, in accordance with Paragraph 8.1 (Amendment and Change Orders).

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract (Contract Term) shall be three (3) years commencing after execution by County's Board of Supervisors, or their authorized delegee, unless sooner terminated or extended, in whole or in part, as provided in this Contract (such time period, without option extension year, the Initial Contract Term).
- 4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional optional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the RR/CC or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

- 4.3 The Contractor shall notify the County Project Director, County Project Manager and County Project Monitor provided in Exhibit E (County's Administration) via email when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall e-mail written notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.0.1 The “Contract Sum” under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services, and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is Two Million Six-Hundred Forty-Five Thousand Dollars (\$2,645,000.00).
- 5.0.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule). Contractor’s fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum (\$264,500.00) over the Term of the Contract, including any extensions thereof.
- 5.0.3 An Amendment to this Contract shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.
- 5.0.4 The maximum Contract Sum shall not exceed Two Million Nine-Hundred Nine Thousand and F i v e H u n d r e d Dollars (\$2,909,500.00).

5.1 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.

5.2 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification via email to Department herein provided in Exhibit E (County’s Administration). Contractor shall have access to County Contract Project Monitor to assist with monitoring Project Total Contract Sum Expenditures.

5.3 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other customization work approved in writing by the County through a Change Order utilizing the Pool Dollars for which the County has a signed Exhibit L (Task/Deliverable Acceptance Certificate). If the County does not approve work in writing, such approval will not be unreasonably withheld, pursuant to Exhibit L (Task/Deliverable Acceptance Certificate) no payment shall be due to the Contractor for that Work.

If the Contractor is unable to fulfill any portion of the Contract services during the Term or the Contract is terminated by the County as referenced in Paragraphs 8.41 through 8.47 of the Contract, the Contractor will reimburse the County a prorated amount for any portion of the annual services pre-paid for and not performed as outlined in, but not limited to, the Statement of Work, Pricing Schedule, Amendment(s), and Change Orders.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Each invoice shall contain:

- Invoice Number
- Invoice Date
- Month/Year Service was delivered
- Tax ID
- Contract Name
- Contract Number
- Project Director Name
- For each task, subtask, deliverable, good, service, or other work as described in Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule) for which payment is claimed, a signed Exhibit L (Task/Deliverable Acceptance Certificate).

5.4.4 The Contractor shall submit the annual invoices to the County thirty (30) calendar days prior to the anniversary date of this Contract. And Contractor shall promptly submit invoices for approved Optional Work to the County following acceptance.

5.4.5 All invoices under this Contract shall be submitted in pdf format via e-mail to the, County Project Manager and the County Finance Team. Include the Contract Number and address it to the County Project Director. Contractor shall also email and mail an invoice to:

Registrar-Recorder/County Clerk
Financial Services Section
12400 Imperial Highway
Room 7213
Norwalk, CA 90650
E-mail: accountspayable@rcc.lacounty.gov

5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Director and/or Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5 Not Applicable

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- 6.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.1.2 Upon all reasonable requests of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.2.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

6.4 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the written approval of County's Project Director as described in this Paragraph 6.4. Upon completion of each Deliverable, Contractor shall fully complete a Task/Deliverable Acceptance Certificate (hereinafter "Acceptance Certificate"), as set forth in Exhibit L (Task/Deliverable Acceptance Certificate), submit it to County's Project Manager for his/her review, approval and signature without undue delay. In the event that County's Project Manager approves such Acceptance Certificate and the Work described therein, County's Project Manager will then sign such Acceptance Certificate and forward it to County's Project Director for his/her review, approval and signature. Each Acceptance Certificate must have the approval of County's Project Director, as evidenced by County's Project Director's signature on the applicable Acceptance Certificate before Contractor can invoice for payment.

In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County in accordance with this Paragraph 6.4.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration).

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County via e-mail of any change in the name or address of the Contractor's Project Manager as soon as it known.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the reasonable right to approve or disapprove all of the Contractor's staff performing work hereunder that directly interact with County staff and any proposed changes in the Contractor's Project Manager. County shall first raise concerns with Contractor staff through the Notice and Resolution of Disputes procedures of Paragraph 8.31. Only Contractor's staff who are based in the United States and are citizens or lawful permanent residents of the United States shall have access to any County data, including personally identifiable information, hosted in County's instance of the System Software

7.4 Notice of Staff Changes

The Contractor will notify the County Project Director/Manager and Project Monitor in writing of any change in addresses, staff, or contact information at the time the changes occur via a "**Change Notice**" as provided in Sub-paragraph 8.1.2 on Company letterhead and include an updated Exhibit F (Contractor's Administration). A current resume shall be included with all new staff.

7.5 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge while on County premises.

7.6 Background and Security Investigations

7.6.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position (such as Contractor's staff who have access to personally identifiable information hosted in County's instance of the System Software), as determined by County in County's reasonable discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract at the Contractor's expense. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

7.7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.7, as determined by County in its reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Contract", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Change Orders and Change Notices

- 8.1.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section 8.1 (Amendments and Change Orders). Any change to any work and to any other provisions of this Contract shall be accomplished only as provided in this Section 8.1.
- 8.1.2 **Change Notice:** For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written change order ("Change Notice") may be prepared and executed by the County Project Director or designee.

8.1.2 **Change Order for Additional Work:** The County reserves the right to prepare and execute a written Change Order for any expenditure of Pool Dollars for additional work. Change Orders are completed for work not originally anticipated or were not fully defined at the time of contract execution. Change Orders may be prepared and executed by the County Project Director or designee and Contractor Project Director or designee.

- County will send a request for additional work
- County and Contractor will collaborate on requirements and specifications for Additional Work
- Contractor shall provide a firm-fixed fee for Additional Work via a Change Order. The Change Order shall include:
 - Contract name and number
 - Detailed description of tasks and deliverables and activities
 - Timeframe for delivery
 - Resources required from County and Contractor
 - Fixed cost.
 - Additional Statement of Work, or amendment to the Statement of Work
 - Written approval of County's Chief Information Office and County Counsel. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.

8.1.3 **Amendments:** For any change which affects the Contract Sum and/or Statement of Work but does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

8.1.4 For any change which (a) affects the Contract Term (other than exercise of below or resulting from Force Majeure), the Contract Sum, and/or Statement of Work under this Contract and (b) materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.

- 8.1.5 The County's Board or Chief Executive Officer ("CEO") or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term to make the Contract consistent with the then-current County-wide contracting policies; however, at no time shall this be construed as meaning that the CEO can make unilateral changes to the Statement of Work and any services which Contractor shall carry out in accordance with this Contract without the prior written consent of Contractor. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by RR/CC or designee.
- 8.1.6 The Contractor agrees that the exercise of Option Terms shall not change any other term or condition of this Contract during the period of such extensions.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, 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 sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 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, merger, buyout, 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 Contract which may result in the termination of this 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly as mutually agreed between the parties as negotiated in good faith. The County's notice to the Contractor regarding said reduction in payment obligation shall be promptly provided to the Contractor after the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a

lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way

attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: **GAINGROW@DPSS.LACOUNTY.GOV** and **BSERVICES@WDACS.LACOUNTY.GOV** and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the

Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (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 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.

6. 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business.

The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment

Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract after first following the Notice and Resolution of Disputes procedures of Paragraph 8.31.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.16.2 If the 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 the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L.

99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Change Notices, and Change Orders prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Change Notices, and Change Orders to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all 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 the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

Notwithstanding the foregoing, the current COVID-19 pandemic is a known event and does not excuse Contractor's performance of its obligations hereunder.

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the 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 the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 (Confidentiality).

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract.

These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be e-mailed to:

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, CA 90650
contracts@rrcc.lacounty.gov

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.25 **Insurance Coverage**

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

▪ **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance,

storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

▪ **Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of RR/CC or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If RR/CC or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Thousand Dollars (\$5,000) per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, hereunder,

and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under substantially similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation,

in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice and Resolution of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

Neither party may commence court proceedings or action against the other party under or in connection with this Agreement (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute under this Paragraph 8.31.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be e-mailed to the parties as identified in Exhibits E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. RR/CC or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one 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. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Contractor shall select counsel of its choice to defend the action, subject to County's approval not to be unreasonably withheld.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, which must not be a direct competitor of the Contractor, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless 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 the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to contracts@rrcc.lacounty.gov before any Subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than fifteen (15) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the reasonable judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. 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 the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall promptly notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Not Applicable

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE.

The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all Components of the system solution, software (i.e., County requested Customizations, Software Modifications, and Software Enhancements), plans, diagrams, facilities, and tools and Documentation (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract or any other prior or other current agreements with County relating to the Project. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract. For avoidance of doubt, Contractor is the sole owner of all right, title, and interest in its preexisting PollChief product as commercially available, including any copyright, patent, trade secret, and know-how rights therein.

9.1.2 During the term of this Contract and for two (2) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers and electronic materials prepared under this Contract.

County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and electronic materials and all information contained therein.

- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary and/or confidential, must be specifically identified by the Contractor to the County as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. For avoidance of doubt, Contractor retains its pre-existing right, title and interest in the commercially available version of its base PollChief product and need not mark the PollChief base software as "Proprietary" or "Confidential."
- 9.1.4 The County will ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor except as might be required by applicable law or regulation. Notwithstanding the foregoing, Contractor hereby consents to AT&T, AWS, and Cherwell accessing Contractor data dictionaries for purpose of creating Interfaces and for authorized State election officials to access the County's instance of Contractor's System Software.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 System Use

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Contract, following Application Software installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System for County's sole purpose of testing and/or piloting the

Application Software, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed Acceptance or Final Acceptance of the System, such Acceptance or Final Acceptance of the System shall not be unreasonably withheld.

The PollChief Election Management System is a modular subscription service that enables the County Department to conduct logistic management using the following modules as described below:

- PollChief Location Management System (LMS) - Essential module that enable election creation, user role settings, location records, street index, and communication with facility owners.
- PollChief Worker Management System (WMS) & Poll Worker Recruitment and Training Link (PRTL) - Allows for recruitment of election workers, job assignment, training tracking, communication, attendance recording, and payroll calculation.

Private secure worker portal, election worker interest application, define work availability, self-selection of training classes for tracking, online training, message repository, and view worker details and work history.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a County-approved non-questioned item such as (server, services, website, webservices, code, etc.); or
- Modify the questioned equipment, part, or software in a County-approved manner so that it is free of claims.

Contractor shall inform the County of the nature and extent of modifications and/or replacements of each questioned item. Additionally, the County retains the right to approve any modification and/or replacement prior to implementation to ensure there is no negative impact on County operations or required functionality, such approval will not be unreasonably withheld.

- 9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 LIMITATION OF LIABILITY

Except as prohibited by applicable law, any monetary liability of the Contractor to the County shall be limited to the greater of the amount of damages up to 1.75 times the annual fees paid by the County under this Contract or the applicable required insurance coverage Contractor must carry under Paragraph 8.25. Nothing in this Paragraph 9.4 shall limit Contractor's liability for its Patent, Copyright, and Trade Secret Indemnification obligations as set forth in Paragraph 9.3.

9.5 SURVIVAL

Paragraphs 7.7, 8.6, 8.20, 8.21, 8.23, 8.34, 8.36, 8.38, 8.48, 8.49, 9.0 and all subparagraphs, and 10.0 and all subparagraphs, Exhibit A-4, 4.0 and all subparagraphs, Exhibit G, and Exhibits J, J-2, and J-3 and any other clause in this Contract which is expressed to survive or by its nature survives, will survive termination or expiry of this Contract.

10.0 SYSTEM OWNERSHIP AND LICENSE

10.1 SYSTEM OWNERSHIP

10.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County owns all System Environment Components provided by County, including County Hardware; while Contractor, or the rightful owner, shall retain ownership of all System Environment Components provided by Contractor, as specified in Exhibit A-5 (PollChief System Architecture Diagram).

10.1.2 SYSTEM DATA

All County Data provided or made accessible by County to Contractor, is and shall remain the property of County. All System Data, expressly excluding County Data, provided by Contractor for the purpose of this Contract, is and shall remain the property of Contractor or any rightful third-party owner. This requirement supplements, but does not replace the requirements of Exhibit N (Information Security Requirements).

10.2 LICENSE

10.2.1 LICENSE GRANT

Subject to Paragraphs 9.1 (Ownership of Materials, Software and Copyright) and 10.1 (System Ownership), Contractor hereby grants to County a non-exclusive, non-transferable, non-assignable (except in connection with an assignment of this Contract according to its terms) license to make full use and enjoyment of the products, services, deliverables, including the System Software, and Documentation as provided by Contractor under this or any other related agreement between the parties related to this Project for the term of the License described in Paragraph 10.2.2 (License Term) by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License). Contractor shall also secure and convey a license of equivalent scope for the County to any necessary Third Party Software provided by Contractor to fulfill its requirements hereunder. Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Component of Third-Party Software, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third-Party Software.

10.2.2 LICENSE TERM

The License granted under this Contract shall commence upon the Effective Date, and, provided undisputed payments for such License are made as provided herein, shall continue through the term of this Contract.

10.2.3 SCOPE OF LICENSE

For avoidance of doubt and without limitation of the grant provided under Paragraph 10.2.1, the License granted by Contractor under this Contract provides County with the following rights:

1. To use, install, integrate with other software, operate and execute (a) during the term of the Contract, the System Software in the System Environment on an unlimited number of computers, servers, local area networks and wide area networks, including web connections and by an unlimited number of Users in the conduct of the business of County as provided in the Contract (while an unlimited license is provided, the Contract pricing is based on high-side projections of up to 20,000 users during any given election period during the Contract Term; should the number of users substantially exceed 20,000, the parties will negotiate in good faith on a Change Order to accommodate hosting changes to accommodate the increased number of users);
2. To use, modify, copy and display the Documentation as provided by Contractor, including, but not limited to, System and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Contract and the License;
3. To reproduce and use a reasonable number of copies of the System Software provided by Contractor by County and permitted assignees, for archive and backup purposes; and
4. During the term of the Contract, to use, copy and test System Software, and specifically the Application Software, in the Test Environment, including for the purpose of building its own solutions or models, as mutually agreed to by the parties.

5. County will not remove, alter, or obscure any Contractor disclaimer notices, trademarks, copyright notices, or other ownership marks, if any, appearing in the Application Software or any of its screens.
6. County will not reverse engineer, reverse compile, decompile, or disassemble Contractor's Application Software object code.
7. County will not knowingly allow access to or permit the use of the Application Software for other than its intended lawful purpose.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
DEAN C. LOGAN
REGISTRAR-RECORDER/COUNTY CLERK

**CONTRACTOR:
KONNECH, INC.**

By _____
Name

Title

Tax ID

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michael D. Owens
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK (SOW)

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	BACKGROUND	1
2.0	SCOPE OF WORK/OVERVIEW OF TASKS	1
3.0	TASKS AND DELIVERABLES	2
4.0	QUALITY CONTROL	17
5.0	QUALITY ASSURANCE PLAN	17
6.0	RESPONSIBILITIES	18
7.0	WORK SCHEDULES	20
8.0	UNSCHEDULED WORK.....	20
9.0	PERFORMANCE REQUIREMENTS SUMMARY	21

SOW EXHIBITS

- EXHIBIT A-1:** Gap Analysis List
- EXHIBIT A-2:** Contract Discrepancy Report
- EXHIBIT A-3:** Performance Requirements Summary (PRS) Chart
- EXHIBIT A-4:** PollChief System Maintenance
 - Schedule 1: County Remote Access Policy
- EXHIBIT A-5:** PollChief Architecture Diagram
- EXHIBIT B:** Pricing Schedule
 - Schedule B.1 – Optional Work
- EXHIBIT C:** Contractor’s Project Schedule

1.0 BACKGROUND

Contractor is the provider of the PollChief® Election Management Application (PollChief), which is an elections management software that assists election staff administer elections by managing election workers, voting equipment, Vote Center locations and records all from a centralized web-based program.

Contractor will provide the Department with PollChief and related services, which Department will utilize to facilitate the recruitment of election workers and Vote Centers for all elections during the Contract term beginning with the Presidential General Election on November 3, 2020.

Due to the large scale and complexity of operation in Los Angeles County elections, Contractor shall modify and customize PollChief to accommodate the needs of the County.

All changes to the SOW must be made in accordance with sub-paragraph 8.1 (Amendments and Change Orders) of the Contract.

2.0 SCOPE OF WORK/OVERVIEW OF TASKS

Under this Contract, Contractor will provide the administrative, operational and program support needed to manage the PollChief solution for County over the term which begins upon the Effective Date of this Contract. Only the tasks specifically listed within the Statement of Work (SOW) or added in an Amendment or Change Order to be performed by Contractor shall be deemed within the scope of Contractor's duties and responsibilities under this Contract.

This SOW defines the Tasks, Subtasks and Deliverables required to be completed by Contractor. Contractor, with its dedicated Project Management team, must perform the activities required to timely complete the tasks and lead the project in consultation with RR/CC election staff.

OVERVIEW OF TASKS

Below is an overview of the tasks required to be completed by Contractor as part of this SOW. Further details will be described in Section 3.0 Tasks and Deliverables.

#	Task Description	Subtask/Deliverable #
1	Project Planning	1.1 – Kick Off Meeting
		1.2 - Project Management
		1.3 – Provide Training
2	Supply Annual PollChief License	2.1 – Supply PollChief Annual License Fee
		2.2 – Set up System Hardware
		2.3 – Provide Web-Server Hosting
3	Implement System Software	3.1 – Install and Configure System Software
		3.2 – Develop Application Program Interfaces (API)
		3.3 – Conduct System Testing
		3.4 – Conduct User Acceptance Test
		3.5 – Transition to Production Environment
4	Provide System Maintenance and Election Support	4.1 - Provide System Maintenance Plan
		4.2 – Provide System Maintenance
		4.3 – Provide System Documentation
5	Provide Optional Work	5.1 – Provide System Enhancements and Customizations

3.0 TASKS AND DELIVERABLES

Contractor will provide all the necessary resources to manage and support the PollChief solution for the Department. Contractor program support and customer service must include:

- Contractor Program Management resources over the course of the Contract term to effectively manage the PollChief solution for the Department.
- Operational support for the effective deployment of PollChief – focused on the upcoming November 3, 2020 Presidential General Election and any additional elections that fall within the term of this Contract.
- Support for Department in the design, configuration and management of PollChief.

- Collaboration with Departmental and County vendors including, but not limited to: Runbeck-DIMSNet, AT&T, Scytl On-Line Training, and Cherwell and their related Application Program Interfaces (APIs). County acknowledges that the collaboration with third-party vendors as set forth hereinabove does not create an obligation or responsibility to control or manage the actions to be performed by said third party vendors.
- Testing strategy to include validation of all changes made as a result of the Secretary of State policy and County process changes. Additionally, a testing strategy to include, among other things, performance, functional, load, stress and stability testing of the System prior to any election.
- Training curriculum will be provided by Contractor for the PollChief System usage for the RR/CC train the trainers to utilize when recruitment of election workers and Vote Center leads, and workers need to track and update the necessary modules, this training materials shall also include a playbook for issues that could occur during the election. This should include a knowledge base on what to do if PollChief module malfunctions.

Task 1: Project Planning

Subtask 1.1 Kickoff Meeting

Contractor will conduct a kick-off meeting with the County Management to review the commitments, requirements, and parameters of the project/workstream, and to determine project task responsibilities, task deliverables and communications requirements.

The kick-off meeting agenda must include:

- Define the assumptions used to develop the objectives of the project.
- Assignments of each team member.
- Responsibilities of the County and Contractor.
- Appropriate milestone schedules.
- Project quality and control procedures.
- Risk and Risk mitigation strategies.
- Requirements for progress reporting.
- Schedule and purpose of status meetings.

Deliverable 1.1.1: Kick Off Meeting

Kick-off meeting to occur within fifteen (15) days of the Effective Date of the Contract. Meeting can be held remotely (i.e. Skype, Microsoft Teams).

Subtask 1.2 Project Management

Contractor will provide Project Management and project oversight of the overall operational management of the PollChief solution, advise on the development of the features/functions that the Department has requested as well as future development efforts and the deployment of the PollChief during the course of election cycle.

The Contractor Project Management team must consist of a dedicated Project Manager to be responsible for management of LA County PollChief project and should not be a shared resource by other jurisdictions. The individual will have a focus on PollChief to ensure successful November 2020 implementation and deployment of tools and systems for general election.

Contractor shall provide ongoing Project Management during the term of this Contract which shall include, but not be limited to, the following:

1. PollChief monthly status reports;
2. Status Reports and meetings or teleconferences; and
3. Updates to the Project Status Reports.

Contractor's Project Manager shall provide full project management and control of Project activities. Contractor's Project Manager shall present to County's Project Manager a written Project Status Report (in this Exhibit A (Statement of Work) "Project Status Report") documenting Project progress, plans and outstanding issues. Contractor's Project Manager shall meet with or conduct a status update phone call with County's Project Manager on a weekly basis, or as otherwise agreed to by County and Contractor, to review Project Status Reports and any related matters.

Contractor's Project Manager and County's Project Manager shall report Project status on a regular basis and shall participate in monthly status meetings. The project and reporting system shall include, but not be limited to, the following components:

The Project Status Reports prepared by Contractor's Project Manager shall be used as the mechanism for Contractor to report any Project risks or problems (and recommended solutions) identified as part of the implementation process.

All variances shall be presented to County for approval at the status meeting. The first report shall be presented to County's Project Manager twenty (20) days following the Effective Date in a format approved by County.

This Subtask shall include, but not be limited to:

1. Project planning and direction;
2. Contractor staffing and personnel matters, including management of Contractor technical staff;
3. Evaluation of results and status reporting;
4. Incorporation of County's System Requirements, including all business, functional and technical requirements;
5. Incorporation of required software modification, if any; and
6. Management and tracking of all issues and their resolution.

Deliverable 1.2 - Project Management Plan

Contractor's Project Manager shall prepare and present to County's Project Manager a written Project Status Report documenting project progress, plans, and outstanding issues. Contractor's Project Manager shall meet with or conduct a status update phone call with County's Project Manager at least weekly, or as otherwise agreed to by County and Contractor, to review these Project Status Reports and any related matters.

All variances shall be presented for approval by County at the Project status conferences. The first report shall be presented to County's Project Manager twenty (20) days following the Effective Date of this Contract.

Subtask 1.3 - Provide Training

Contractor shall prepare and implement a comprehensive System Training program, including any necessary training materials. The training program shall include training courses addressing project team training, end-user training and train-the-trainers for County's project team, end-users and trainers.

Contractor shall provide training programs and remote service training twice a year to ensure Departmental trainers are continuously informed of current features, new features, and modifications to the PollChief application. Contractor will review the proposed training program schedule with the Department to ensure it aligns with the scheduled elections for that year.

County staff shall be responsible for system administration and on-going training to support the System. At the end of training, County's technical staff shall be able to do the following:

-
1. Understand the System and services methodology;
 2. Configure and troubleshoot the System;
 3. Operate the PollChief System;

4. PollChief assignment in the following modules:
 - Poll Worker Management System
 - Poll Location Management System
5. Create and modify reports;
6. Modify end-user and other interfaces; and
7. Administer the System, including setting up user security access profiles.

The training program shall include training materials in the form of PowerPoint handouts and quick reference sheets. Additionally, Contractor will provide the Department with digital images for new screens, modules, or applications after a new application is released to the Production environment. The Department may use these digital images to update its training materials.

Deliverable 1.3 - Provide Training Plan

For the purpose of conducting System Training, Contractor shall develop a detailed plan for training of County staff on the use of the System. Contractor shall deliver training materials consistent with County-approved plan and certify in writing that all System Training as described has been successfully completed. The first report shall be presented to County's Project Manager twenty (20) days following the Effective Date of this Contract.

Task 2: Annual PollChief License

Subtask 2.1 – Annual License Fees

Contractor shall provide RR/CC with an annual one (1) year license effective October 22, 2020 – October 22, 2021, with the option to renew on an annual basis for the duration of this Contract. The license should be inclusive of all customizations made to PollChief as a result of this Contract.

Deliverable 2.1 – Annual License Fee

The Annual License Fees shall include, but not limited to all specified Task/Subtasks and Deliverables listed in this SOW:

1. PollChief Modules for all County users for election management services
2. Hosting Services
3. System Hardware and Software
4. Application Program Interfaces (APIs)
5. Remote backup of customer data
6. Maintenance and Support service
7. Add/Change -System Enhancements/Customizations
8. One free JIRA service license

9. 100 hours to meet the costs of minor system upgrades or amendments. These hours will be used for a calendar year but cannot carry over to or be brought forward from the next calendar year
10. 10,000 voice or short message services delivered by PollChief communication feature integrated within the system. Additional unit of message will be 10 cent per unit.

The software license shall be delivered to the County's Project Manager three (3) days following the Effective Date of this Contract.

Subtask – 2.2 – Setup System Hardware

Contractor shall install, configure and test all System Hardware at the Production Server and the Back-Up Web-Server Hosting sites in accordance with the System configuration provided by Contractor pursuant to this Contract.

Deliverable 2.2 – System Hardware Certification

Contractor shall certify to County, in writing on a corporate letterhead, signed by the Contractor's Project Director, that all System Hardware has been installed, configured and tested, at the Production Server and the Back-Up Server, Web-Server Hosting sites and meets all of the Specifications for the System. The Certification shall be presented to County's Project Manager fifteen (15) days following the Effective Date of this Contract.

Subtask 2.3 – Provide Web Service Hosting

Contractor shall provide Web-Server Hosting for both Production Server and Back-Up Server ("Web-Server Hosting"). The Web-Server Hosting site for PollChief Production and Back-up Server shall be located within the forty-eight (48) contiguous United States. Contractor shall be fully responsible for securing and maintaining both Web-Server Hosting sites throughout the term of this Contract. Contractor shall provide necessary and be responsible for all hardware, software and other equipment for Web-Server Hosting.

Deliverable 2.3 – Web-Server Hosting Certification

Contractor shall certify to County, in writing on corporate letterhead, signed by the Contractor's Project Director, that the Web-Server Hosting sites for both Production Server and Back-Up Server have been established and meet all applicable Specifications for the System. The Certification shall be presented to County's Project Manager fifteen (15) days following the Effective Date of this Contract.

Task 3: Implement System Software

Subtask 3.1 – Install and Configure System Software

Contractor shall install and configure the System Software, including Core Application with all Contractor developed baseline Interfaces, if any, and Third-Party Software, in accordance with the System Requirements and the Specifications specified herein.

The installation and configuration tasks under this Subtask 3.1 – Install and Configure System Software shall include, without limitation:

1. Installation of the System Software;
2. Initialization of the foundation repositories;
3. Initialization of the directory profile and hierarchy;
4. Installation of applicable client applications;
5. Configuring the installed System Software, initial security policies, initial environments and initial metadata repositories;
6. Performing validation tests using data selected by Contractor to verify proper functionality; and
7. Providing County's system administrator with installation knowledge transfer (in this Exhibit A "Knowledge Transfer"), describing the basic architecture, configuration and interaction of the System Software.

Deliverable 3.1: System Software Certification

Contractor shall certify to County, in writing on a corporate letterhead, signed by Contractor's Project Director, that the System Software has been successfully installed and configured in accordance with Subtask 3.1 – Install and Configure System Software and is operating properly and meets all of the Specifications.

Contractor shall prepare and deliver to County a certification report that shall include, without limitation, (i) the summary of the System Software installation and configuration process, including Knowledge Transfer, and (ii) the documentation on the System Software setup and basic troubleshooting.

The Certification shall be presented to County's Project Manager fifteen (15) days following the Effective Date of this Contract.

Subtask 3.2 – Develop Application Program Interfaces (API)

Contractor shall work in conjunction with County and various contract staff to review and develop end-user Application Program Interfaces (API) (also "Portals") based on the design documents received for the various APIs that will be developed to interface with PollChief solution, as required hereunder to meet the System Requirements.

Development of the Application Program Interfaces will include the following activities:

1. Developing the web-based end user interface to surface the results of the PollChief data in various ways including:
 - a. Information portal,
 - b. Dashboards,
 - c. Scorecards,
 - d. Reporting interfaces,
 - e. Data visualization interfaces, and
 - f. Network visualization interfaces.
2. Integrating an Election Management interface to organize and collect information about election records; and
3. Developing an Interface to keep the Voter history of all records that can be queried easily by end-users.

Deliverable 3.2 – Application Program Interfaces

Contractor shall work in conjunction with County staff to complete development of end-user Application Program Interfaces in accordance with Subtask 3.2 – Develop Application Program Interfaces. Contractor shall also provide to County's Project Manager a written report documenting the results of the successfully development of the end-user Application Program Interfaces, which will be available for the User Acceptance Test (UAT), as specified in Subtask 3.4 – Conduct User Acceptance Test.

The Certification of all API development shall be presented to County's Project Manager thirty (30) days following the Effective Date of this Contract.

Subtask 3.3 – Conduct System Testing

Contractor shall perform the following Work relating to System Tests during this Task 3.3 – System Testing:

- a. Creating a Test Environment to execute all stages of System testing, System Integration Test and including the UAT;
- b. Developing test plans for System Tests ("Test Plan(s)") and procedures for all stages of System Testing, System Integration Test and including UAT, that ensures all System Requirements and Specifications are being tested and verified by RR/CC;
- c. Conducting the UAT to test all stages of System Implementation, evaluating results, correcting problems and re-testing by RR/CC; and
- d. Developing, maintaining and executing the System, as applicable, at all stages of System Testing.

System Integration Test ensures that all facets of PollChief work together as a cohesive whole. At the conclusion of this Subtask 3.3 – Conduct System Test, Contractor shall have verified that the complete PollChief operates in compliance with the System Requirements and the Specifications.

Contractor shall designate a test group to perform all testing. This test group shall include functional, volume, operational, technical and training representatives, as needed, and may include County staff, as approved by County's Project Director.

Contractor shall develop the Test Plan in accordance with Deliverable 3.3 – System Test Plan, which shall contain elements specific to the System Integration Test, including:

1. Thorough testing of all PollChief Components/Modules/Functions;
2. Thorough testing of all PollChief Application Program Interfaces, both internal and external, including host-to-host communications and end-user Interfaces; and
3. Verification of the correct generation of all error's messages, warnings or other messages as designed.

Contractor shall ensure that all processing environments utilized for a given test shall be restored to their original condition prior to the start of the given test, including all System files and data that may be affected or changed during execution of the test.

Contractor shall complete the System Integration Test performing the following tasks:

1. Performance, Load and Stress Testing – Contractor shall demonstrate that the PollChief can successfully meet the System Performance Requirements under full load conditions.
2. Security Testing – Contractor shall demonstrate that the PollChief can successfully meet all County security requirements.
3. Back-Up Server testing – Contractor shall demonstrate that the PollChief can successfully continue to operate on the Back-Up Server as required by provision of Exhibit A-4 (PollChief System Maintenance).
4. Data and End User Application Program Interface Testing – Contractor shall demonstrate that all Interfaces are working properly and adhere to the System Requirements and Specifications.
5. Cycle Testing – Contractor shall conduct cycle tests where each cycle processing is dependent upon previous processing in the PollChief flow. Contractor shall conduct cycle tests to simulate the PollChief operation in Production Use in accordance with the System Requirements and Specifications.
6. Reports Testing – Contractor shall verify the correct layouts, format and distribution of all PollChief generated reports with supporting procedures.

Deliverable 3.3 – System Test Plan

Contractor shall provide a Test Plan for System Integration Test, which shall include:

- a. Test approach, identifying the progression of the System Integration Test;
- b. Scheduling and resources;
- c. Tools, environments and controls to be used during the System Integration Test;
- d. Entrance and exit criteria for System Integration Test;
- e. Metrics to be used to evaluate System Integration Test results;
- f. Name, description, objectives, intended audience and references of each specific test, including automated regression test;
- g. Traceability of System Integration Test procedures to requirement(s) being tested;
- h. Assumptions, issues and constraints; and
- i. Instructions for conducting System Integration Test, including:
 - i. How to set up the test preconditions (e.g., configure/initialize the test environment),
 - ii. How to perform the test steps,
 - iii. How to determine and document the actual test post-conditions,
 - iv. How to compare the actual and expected results from the test, and
 - v. How to report the results of the associated test.

Contractor shall provide the System Integration Test results summary report, which summarizes all activities, types of tests and results of the System Integration Test to allow County to assess the System Integration Test outcome, as further specified in and in accordance with Subtask 3.3 – Conduct System Integration Test.

This report shall include without limitation:

- a. Summary of all tests conducted during System Integration Test;
- b. Summary of results;
- c. Summary of each Deficiency identified by Contractor or County, its corrective action status, date of completion of each correction and date of County's Project Director's approval of each correction; and
- d. Justification for moving to the UAT.

County's Project Director's approval of this Deliverable 3.3 - System Integration Test results is required prior to Contractor proceeding to Subtask 3.4 – Conduct User Acceptance Test.

The Certification shall be presented to County's Project Manager twenty (20) days following the Effective Date of this Contract.

Subtask 3.4 – Conduct User Acceptance Test

County, with assistance from Contractor, will perform the UAT to verify that each System Component functions according to the System Requirements and Specifications, by validating all the requirements as the County's operation expects to have on the developed code and PollChief Modules.

Upon completion of the UAT, County shall report any identified functional Deficiencies to Contractor. Contractor shall correct any Deficiencies revealed during the UAT and install corrections into the System. County shall verify that the corrected System functionality performs in accordance with the System Requirements and the Specifications. The UAT shall end when all Deficiencies have been resolved, and County has documented (without undue delay) successful completion of the UAT.

The UAT shall include without limitation the following activities:

1. Development of System documentation/completeness;
2. Ensuring user interaction/comprehension level;
3. Ensuring that accurate data is being captured;
4. Ensuring that solution modules for Elections are developed; and
5. Ensuring that security plan is operational.

The UAT is a major Project milestone during which County, with the assistance of Contractor, comprehensively will test the PollChief against the Specifications and System Requirements to determine if the PollChief is ready for System Implementation.

During the UAT, Contractor shall provide support to County, including configuration of the Test Environment, training on testing tools (including load/stress) or processes for County UAT team, management of test results and performance of any corrective actions in the case of identified Deficiencies by Contractor or County.

Contractor shall provide any necessary tools to simulate PollChief performance under operational conditions. County will record all UAT results, and Contractor shall prepare reports that include a record of all successes, failures, and corrective actions taken by Contractor.

County will notify Contractor of any Deficiencies identified by County during the UAT. For each Deficiency identified by Contractor or County, Contractor shall provide a corrective action plan, which shall include:

1. Description of each Deficiency and its root cause;
2. Business processes, PollChief functions and/or Interfaces impacted;
3. Description of all potential risks to PollChief including System Implementation and mitigation strategy for PollChief;
4. Corrective action plan, test scenarios and implementation approach;

5. Schedule for completion of each corrective action and resources required or assigned;
6. Status of each corrective action; and
7. Approval procedures that require County's Project Director's approval of each correction.

Contractor shall provide Deliverable 3.4 – User Acceptance Test Certification to County certifying that all known Deficiencies identified by Contractor or County have been corrected by Contractor, and that all corrections have been retested and approved by County's Project Director.

Deliverable 3.4 – User Acceptance Test Certification

Contractor shall provide in accordance with Subtask 3.4 – Conduct User Acceptance Test by certifying that (i) all requirements traceability to all tests and test results have been verified, (ii) all Deficiencies identified by Contractor or County have been corrected by Contractor (iii) all corrections have been approved by County's Project Director, (iv) test results of the Back-Up Server plan, and (v) all other UAT-related activities have been completed.

Contractor shall also summarize all actions taken during UAT to correct each Deficiency identified by Contractor or County as listed in Subtask 3.4- Conduct User Acceptance Test.

Contractor shall provide the User Acceptance Test Certification of successful completion to County within twenty (20) days after successful completion of the UAT.

Subtask 3.5 – Transition to Production Environment

Following the completion of the UAT and County's approval that the System meets the System Requirements and Specifications, Contractor shall transition the System to the Production Environment by performing any tasks under Subtasks 3.1 – Implement System Software, Subtask 3.2 – Develop Application Program Interfaces, Subtask 3.3 – System Testing and Subtask 3.4 – Conduct User Acceptance Test as applicable, in the Production Environment.

Deliverable 3.5 – System Production Use

The System shall achieve Go-Live and be ready for Production Use when Contractor provides to County, and County approves, documented results certifying that the System was successfully transition to the Production Environment pursuant to Subtask 3.5 – Transition to Production Environment.

The Certification of Production readiness shall be presented to County's Project Manager thirty (30) days following the completion and approval of UAT and System Production Use.

Task 4: System Maintenance and Election Support

Subtask 4.1 - Provide System Maintenance Plan

Contractor shall work in conjunction with County staff to develop a plan for System Maintenance, including Maintenance Services and Election Support (in this Exhibit A "System Maintenance Plan"), covering ongoing operations, maintenance, support and administration of the System in accordance with Exhibit A-4 (PollChief System Maintenance) to the Contract. The System Maintenance Plan shall address, at a minimum, the following:

1. Providing Project reporting plan, including schedule and structure of monthly status meetings and reports;
2. Backup - The data and environments should be backed up according to the post-deployment plan document;
3. Monitoring the environment; including job schedules, growth, back-up, restore, and user registration and utilization; acting as appropriate to maintain a stable, functioning environment for the PollChief solution platform;
4. Measuring, managing and improving data quality;
5. Maintaining the data tables;
6. Managing effectiveness by monitoring and assessing the performance of developed modules in order to make adjustments continuously as a result of the availability of new information;
7. Monitoring System performance Service Levels;
8. Providing Change Management Plan; and
9. Providing Performance Management Plan.

Deliverable 4.1: System Maintenance Plan

Contractor shall prepare and provide a System Maintenance Plan that will address the specific Maintenance Services and Election Support requirements of the PollChief solution in accordance with and relating to all items listed in Subtask 4.1 – Provide System Maintenance Plan, including but not limited to monitoring, maintaining and managing and backing-up the PollChief solution environments.

The Plan shall be presented to County's Project Manager twenty (20) days following the Effective Date of this Contract.

Subtask 4.2 – Provide System Maintenance

Contractor shall provide System Maintenance, which shall include all goods and services necessary to manage, operate and support the PollChief solution to comply with the System Requirements and Specifications and shall be provided during Support Hours for the term of the Contract, as further specified in Exhibit A-4 (PollChief System Maintenance).

System Maintenance shall include Maintenance Services, consisting of Updates, as well as Support Services, which include, but are not limited to, help-desk support during Support Hours (“Help Desk”), as requested or required by County.

The System Maintenance services shall include, without limitation:

1. Support for all System Hardware necessary for PollChief;
2. Support of security and network activity and maintenance of Web Services;
3. Support for all System Software issues/problems;
4. Support for all System Software upgrades, updates, new releases, etc.;
5. Support for all System Software fixes, patches, etc.; and
6. Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the System or provide analysis on solutions to operational problems, which County may encounter during Support Hours.

Deliverable 4.2 – System Maintenance

Contractor shall provide System Maintenance in accordance with the terms of Subtask 4.2 – Provide System Maintenance, Exhibit A-4 (PollChief System Maintenance) and the Contract, which shall include, but not be limited to:

1. Providing and maintaining System Hardware, as appropriate;
2. Monitoring of security and network activity, and maintenance of Web Services;
3. Providing and maintaining System Software, as appropriate;
4. Providing Updates to System Software, as appropriate; and
5. Responding to Support Services requests made by County.

Subtask 4.3 – Provide System Documentation

Contractor shall prepare and provide County with System and user reference Documentation for the PollChief solution and procedures provided by Contractor under this Contract. This Documentation shall provide County staff with a comprehensive reference source of System functionality, Election solution components and all System Maintenance activities listed in Task 4 – System Maintenance and Election Support.

Deliverable 4.3 – System Documentation

Contractor shall provide County with Knowledge Transfer Documentation in accordance with Subtask 4.3 – Provide System Documentation. Contractor shall deliver this Documentation in an electronic format as required by County.

The System Documentation shall be presented to County's Project Manager twenty (20) days following the Effective Date of this Contract.

Task 5: Optional Work

Subtask 5.1 – Provide System Enhancements and Customizations

Over the life of this Contract, County may from time to time, submit to Contractor for Contractor's review written requests for Software Enhancements using Pool Dollars, including Customizations and/or Additional Software, for System enhancements not reflected in the System Requirements, including, but not limited to, addition, deletion or modification of the Application Software functions, Customizations, changes to current System outputs, new and modified reports, new screens and additional Interfaces. In response to County's request, Contractor shall submit to County for approval a System Design Report (in this Exhibit A "SDR") describing the particular Software Enhancements and a not-to-exceed Maximum Fixed Price to provide such Software Enhancements, calculated based on the Fixed Hourly Rate and other pricing terms set forth in the Exhibit B (Pricing Schedule), Schedule B-1 (Optional Work) and elsewhere in the Contract. County and Contractor shall agree on the Change Order developed using the SDR, which shall at a minimum include the tasks and deliverables to be performed, system tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Software Enhancements. Upon receipt, Department will submit a Change Order for said request. After submission and execution of change request, Contractor must implement the modification by the estimated timeframe. For more information, see Paragraph 9.0 (Unscheduled Work) in this SOW.

Any enhancements and/or modifications to System Requirements resulting from Software Enhancements shall be incorporated into, and become part of, the System Requirements. All Software Enhancements, once completed, shall become part of the System and shall not increase the Maintenance Fees allocated for the term of the Contract.

The list of critical requirements including, but not limited to the User Portal, Location Module, Worker Module, and Application Programming Interfaces are listed in Exhibit A, Exhibit A-1 (Gap Analysis Spreadsheet).

All modifications must be tested and approved in the Department's User Acceptance Testing (UAT) environment prior to promotion to Production Environment.

Deliverable 5.1 – System Enhancements and Customizations

Upon County's request for, and Contractor's agreement to provide, Software Enhancements, Contractor shall complete, test and install all Software Enhancements and Customizations in accordance with Subtask 5.1 – Provide

Software Enhancements and Customizations and certify in writing that Software Enhancements and Customizations meet the requirements of the applicable Change Order, including any required System Tests and System Requirements. Upon County's Acceptance of this Deliverable, Contractor shall invoice the County utilizing the Change Order process to obtain payment based on Exhibit B (Pricing Schedule), Schedule B-1 (Optional Work), based on the Fixed Hourly Rate.

Contractor shall provide a testing environment for RR/CC staff to test all customizations made by programmers to PollChief within fifteen (15) days. The content management JIRA site will be up to track all requests and issues throughout the term of this Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

5.1 Meetings

Contractor is required to coordinate meetings to provide status updates to RR/CC as needed. Meetings may be held via conference call or video online conference call online.

5.2 Contract Discrepancy Report (Exhibit 2 of SOW)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within one (1) workday, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays. Failure to provide this CDR will cause an assessment of five hundred dollars (\$500) per day.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

A copy of the Gap Analysis List (Exhibit A-1)

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager and a designated alternate. The County shall have access to the Contractor Project

Manager during general service rectification schedule between 7AM – 6PM Pacific Time and shall have access during Election Period service rectification schedule 7AM – 9PM Pacific Time and shall return any after-hours communications within one (1) hour from the Contract Project Manager's confirmation of receipt during an Election Period service rectification schedule.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall have five (5) years of experience.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background and Security Investigations, of the Contract.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

6.7.1 Contractor shall provide PollChief solution training programs for all new employees and continuing in-service training for all employees as specified in Exhibit A (Statement of Work), Subtask 1.3 (Provide Training).

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00am to 7:00pm Pacific Standard Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call.**

7.0 WORK SCHEDULES

- 7.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be based on the Contractor Project Manager's availability during general service rectification schedule between 7am – 6pm Pacific Time and shall have access during Election Period service rectification schedule 7am – 9pm Pacific Time as set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 8.3 When a condition exists wherein there is imminent danger of injury to the

public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

- 8.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 PERFORMANCE REQUIREMENTS SUMMARY (Exhibit A-3 of SOW)

A Performance Requirements Summary (PRS) chart (Exhibit A-3 of SOW), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative

Date

**COUNTY
ACTIONS:**

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 4.3 – Term of Contract	The Contractor shall notify Department when this Contract reaches six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E – County's Administration.	Inspection and Observation.	\$500 upon occurrence.
Contract: Paragraph 5.3 – Notification of 75% of Total Contract Sum	The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement sum under this Contract. Upon occurrence of this event, the Contractor shall send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Exhibit E – County's Administration.	Inspection and Observation.	\$500 upon occurrence.
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation	\$500 per occurrence.

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

<p>Contract: Paragraph 7.1 – Contractor Administration</p>	<p>A listing of all of Contractor's Administration referenced in the following paragraph is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown via a Change Order with an updated Exhibit F (Contractor's Administration) attached to a memo on company letterhead.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Contract: Paragraph 8.2.1 – Assignment and Delegation/ Mergers or Acquisitions</p>	<p>The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>
<p>Contract: Paragraph 8.5.2.1 – Complaints</p>	<p>Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.</p>	<p>Inspection and Observation.</p>	<p>\$500 per occurrence.</p>

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

Contract: Paragraph 8.24.2.3 – Evidence of Coverage and Notice to County	Renewal certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates.	Inspection and Observation.	\$500 per occurrence.
Contract: Paragraph 8.24.4 – Cancellation of or Changes in Insurance	Contractor shall provide County with, or contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.	Inspection and Observation.	\$500 per occurrence.
Contract: Paragraph 8.37.1.2 – Publicity	The contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without prior written consent of the County’s Project Director.	Inspection and Observation.	\$500 per occurrence.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files.	\$500 per occurrence.

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

Contract: Sub-paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to sub- contracting any work.	Inspection and Observation	\$500 per occurrence. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach (Termination for Default) of this Contract.
Contract: Paragraph 3.5 (Maintenance, Updates, and Professional Services)	Contractor corrects deficiencies within timeframe.	Inspection and Observation	\$1,000 per occurrence.
SOW: Exhibit A, Subtask 1.1	An onsite kick-off meeting to occur within fifteen (15) days of the Effective Date of the Contract.	Attendance and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 1.2	A Project Management Plan will be submitted to the County within twenty (20) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 1.3	A Training Plan will be submitted to the County within twenty (20) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 2.2	System Hardware Certification will be submitted to the County within fifteen (15) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

SOW: Exhibit A, Subtask 2.3	Web-Server Hosting Certification will be submitted to the County within fifteen (15) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 3.1	System Software Certification will be submitted to the County within fifteen (15) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.2	Application Program Interface documentation and certification will be submitted to the County within thirty (30) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.3	System Test Plan will be submitted to the County within twenty (20) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.4	User Acceptance Test Certification will be submitted to the County within twenty (20) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 3.5	System Production Use certification will be submitted to the County within thirty (30) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.

EXHIBIT A-3
Performance Requirements Summary (PRS) Chart

SOW: Exhibit A, Subtask 4.1	System Maintenance Plan will be submitted to the County within twenty (20) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence.
SOW: Exhibit A, Subtask 4.3	System Documentation will be submitted to the County within fifteen (15) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Subtask 5.1	System Enhancement and Customization work shall be submitted to the County within fifteen (15) days of the Effective Date of the Contract.	Observation and Exhibit C.	\$500 per occurrence. \$100 every day after occurrence until plan is submitted.
SOW: Exhibit A, Sub-paragraph 4.1 - Monthly Meetings and Annual Meetings	Contractor's representative to host monthly meeting via conference call. Contractor's representative to schedule and host no less than one (1) meeting per month to be conducted at a location to be agreed upon by both County and Contractor.	Attendance	\$500 per occurrence.
SOW: Exhibit A, Sub-paragraph 4.2 – Contract Discrepancy Report	Contractor is to deliver a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within five (5) work days.	Inspection and Observation	\$500 per occurrence.

EXHIBIT A-4
PollChief System Maintenance
Schedule 1-County Remote Access Policy

EXHIBIT A-4
POLLCHIEF SYSTEM MAINTENANCE
ALL MAINTENANCE IS INCLUSIVE OF ANNUAL LICENSE PAYMENT

General

This Exhibit A-4 sets forth the scope of, and Contractor's service level commitment regarding, the maintenance and operational support of the PollChief solution, including, but not limited to, System Maintenance consisting of Maintenance Services and Election Support Services, correction of Deficiencies, Warranties and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit A-4 without definition shall have the meanings given to such terms in the Base Contract.

The following Schedules are attached to and form a part of this Exhibit A-4:

Schedule 1 – County Remote Access Policies

1. Scope of Services

1.1 DESCRIPTION

Contractor shall provide System Maintenance specified in the body of the Contract and this Exhibit A-4, as more fully described below. System Maintenance shall include Maintenance Services and Election Support Services. System Maintenance shall commence in accordance with the provisions set forth in Paragraph 3.5 (System Maintenance) of the Base Contract and shall continue for the term of the Contract.

Contractor shall provide System Maintenance for the System from Contractor's business premises or at the County site, as necessary to fulfill its obligations under the Contract.

1.2 DEFINITIONS

1. As used herein, the term "Downtime" shall have the meaning specified in Section 5.1 (Deficiency Credits).
 2. As used herein, the term "Deficiency Credit(s)" shall have the meaning specified in Section 5.1 (Deficiency Credits).
 3. As used herein, the term "Disabling Device(s)" shall have the meaning specified in 4.1 (General Warranties).
 4. As used herein, the term "Scheduled Downtime" shall have the meaning set forth in Section 2.1.3 (System Hardware).
 5. As used herein, the term "Support Hours" shall mean 7:00 a.m. to 7:00 p.m. Pacific Time daily.
 6. As used herein, the term "System Upgrade" shall have the meaning set forth in Section 5.2 (System Performance Requirements and Deficiencies).
-

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

2. System Maintenance

2.1 MAINTENANCE SERVICES

2.1.1 UPDATES

Contractor shall provide Maintenance Services related to System Software (hereinafter "Maintenance Services"), including Updates, as described in this section below. Contractor shall provide Updates to Application Software to keep current with Contractor's hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., in accordance with this Exhibit A-4, as coordinated with County's Project Manager.

Without limiting the other provisions of this Contract, including, without limitation, this Exhibit A-4, such Updates shall be provided to County at least once every year, unless otherwise agreed to by County and Contractor. Contractor shall offer to County Updates, including, but not limited to, updates, enhancements, improvements and Version Releases of the Application Software, or any Component or module of such Application Software, and all Documentation related thereto promptly after the creation thereof.

Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Installation of each Update shall be subject to prior written or electronic approval of County's Project Manager. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County beyond any applicable Maintenance Fees. Any Updates necessary to remedy security problems in the Application Software (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, County or a third party, shall be provided to County within five (5) calendar days of Contractor's knowledge of the existence of such security problems, unless agreed to otherwise. County acknowledges that Contractor's software products require a product authorization code ("Setinit") issued by Contractor in order to operate, and such code is not a "security problem."

2.1.2 THIRD PARTY SOFTWARE

Maintenance Services additionally include ongoing maintenance of Third-Party Software's compatibility with the Application Software. Prior to the installation of any Third-Party Software, Contractor shall test the compatibility of each update to the Third-Party Software with County's then-current Application Software and shall report its findings to County.

Contractor shall ensure that the Application Software is compatible with the required or critical updates to Third Party Software, including, without limitation, service and compatibility packs and security patches, within seven (7) calendar days or as soon as commercially reasonable after release of such update.

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

In the event it is determined that any required update is not compatible with the Application Software, Contractor shall provide County with a workaround to protect the integrity of the Application Software until such time as the Deficiency is corrected. Compatibility issues with Third Party Software will be subject to Section 3 (Correction of Deficiencies) of this Exhibit A-4 below.

2.1.3 SYSTEM HARDWARE

Contractor shall repair, upgrade or replace System Environment Components, including System Hardware and System Network, but excluding County Hardware, during the term of the Contract to comply with the System Requirements and the Warranties specified in this Contract and to support and be compatible with any Application Modifications, as necessary to comply with Contractor's System Maintenance obligations and Warranties specified in this Contract.

2.1.4 SCHEDULED DOWNTIME

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime. For the purpose of this Exhibit A-4, "Scheduled Downtime" shall mean all time that the System Software cannot be accessed due to scheduled maintenance including, but not limited to, preventative maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime. As of the Effective Date, the Scheduled Downtime covers an outage window during the third weekend of each month from 7:00 a.m. EST Saturday – 7:00 p.m. EST Sunday.

2.2 SUPPORT SERVICES

2.2.1 HELP DESK

Contractor shall provide support services in respect of the System as described in this Exhibit A-4 and this Contract generally (collectively "Support Services"). As part of its Support Services, Contractor shall provide operational support for the System during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a Help Desk. Such operational support shall include Support Services to correct any failure of the System and to remedy Deficiencies in accordance with Section 3 (Correction of Deficiencies) below to ensure that the System operates in accordance with the Specifications and the System Requirements, including, without limitation, System Performance Requirements. The Help Desk will respond with a plan for resolving each Deficiency and notify County's Project Manager.

EXHIBIT A-4
PollChief System Maintenance
Schedule 1-County Remote Access Policy

2.3 BUSINESS CONTINUITY AND BACK-UP SERVER

In addition to, or as part of Contractor's then current Business Continuity Plan, Contractor, with County's assistance, shall implement, a Back-Up Server that will be capable of handling at least fifty percent (50%) of the processing capacity of the System Hardware. Contractor will install the System Software on such Back-Up Server. System Data will be transferred from the System to the Back-Up Server using a mutually agreed-upon schedule. This Back-Up Server will be designated as a remotely managed server to be managed by Contractor and utilized for the purpose of providing the necessary backup environment, unless agreed to otherwise by County and Contractor. Contractor will work with the appropriate County personnel to develop a suitable implementation schedule in the Back-Up Server Plan, which shall include, at a minimum:

- Establishment of network and remote access;
- Installation of hardware and operating systems;
- Configuration of authorization and authentication;
- Installation of Application Software;
- System Data transfer timing;
- Business continuity; and
- Coordination of County system verification.

As part of its System Maintenance obligations under the Contract, Contractor shall maintain the Back-Up Server in the System Environment.

3. Correction of Deficiencies

3.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Contract may be identified either as a result of Contractor's use of its own support system or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk for resolution in accordance with this Exhibit A-4.

The Severity Level of the Deficiency shall be assigned mutually by County and Contractor. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County and Contractor may reevaluate and, escalate or downgrade the Severity Level of the Deficiency pursuant to Section 3.2.3 (Severity Level Adjustment) below. If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in Paragraph 8.31 (Notice and Resolution of Disputes) of the Contract.

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

For purposes of this Contract, the term functional Deficiency does not include any failure or delay in performance caused by reasons beyond Contractor's reasonable control, including, but not limited to, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms, actions of County or its personnel or agents or other similar events.

3.2 RESOLUTION OF DEFICIENCIES

3.2.1 PROBLEM CORRECTION PRIORITIES

County and Contractor shall mutually assign one of the Severity Levels specified below to each incident of Deficiencies reported by County to Contractor's Help Desk and/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, while each such Deficiency shall be resolved within the specified "Resolution Time". If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in Paragraph 8.31 (Notice and Resolution of Disputes) of the Contract.

- 1) Severity Level Definitions
 - a) Defects raised with the SaaS and any Customizations will be prioritized for triage and resolution in accordance with the following definitions:

Severity Level	Description
Severity 1 (Emergency)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to materially cease operation or otherwise severely impedes the access to or use of a core function or feature of the SaaS to the extent the Customer is unable to carry on its business.
Severity 2 (Critical)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to lose a material portion of its functionality or features critical to the Customers' ability to conduct business. Failure in the operation of the SaaS to meet the Specifications when used in a non-production environment which causes the SaaS to materially cease operation.
Severity 3 (Normal)	Failure in the operation of the SaaS to meet the Specifications when used in any environment where the SaaS is operational, but a technical issue exists that needs to be resolved as soon as practical.
Severity 4 (Low)	Any other Incident, error, query or failure which is less severe than an Incident Severity Level 3, including for example misspelt error messages and Documentation errors not requiring a rapid turnaround.

EXHIBIT A-4
PollChief System Maintenance
Schedule 1-County Remote Access Policy

2) Rectification of Defects

a. General Service Rectification Schedule

Severity Level	Response Target	Resolution Target	Service Resolution
Severity 1 (Emergency)	1 hour	12 hours	As soon as possible, but in no event more than 12 hours
Severity 2 (Critical)	4 hours	24 hours	As soon as possible, but in no event more than 24 hours
Severity 3 (Normal)	6 hours	3 Business Days	As soon as possible, but in no event more than 3 Business Days
Severity 4 (Low)	1 Business Day	5 Business Days	As soon as possible, but in no event more than 5 Business Days

b. Election Period Service Rectification Schedule

i. The table below will be used for escalation of issues during the dates Election Period.

Severity Level	Response Target	Resolution Target	Service Resolution
Severity 1 (Emergency)	30 minutes	1 - 2 hours	As soon as possible, but in no event more than 2 hour
Severity 2 (Critical)	1 hour	2 - 5 hours	As soon as possible, but in no event more than 3 hours
Severity 3 (Normal)	5 hours	1 Business Day	As soon as possible, but in no event more than 1 Business Days
Severity 4 (Low)	1 Business Day	5 Business Days	As soon as possible, but in no event more than 5 Business Days

The following meanings apply for the interpretation of the tables above:

“Severity Level” is defined in section 1(a) of this Exhibit E.

“Response Target” means the time elapsed between the time

- (a) the Customer reports the Defect to Konnech; or
- (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a response to the Customer (either via phone or email) confirming receipt of the Defect notification and advising an estimated to work-around or resolution.

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

“Resolution Target” means the elapsed time between the time

- (a) the Customer reports the Defect to Konnech; or
- (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a resolution to correct the Defect or otherwise provide a workaround.

“Service Resolution” means the target for the date which Konnech will apply to the Customer’s Live site the resolution or workaround for the Defect.

3.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Severity Level 1.

Contractor shall provide the best level of effort to correct all Deficiencies, and in particular Deficiencies of Severity Levels 1 through 4. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and approved by County's Project Manager. The parties will jointly cooperate during this period of time.

3.2.3 SEVERITY LEVEL ADJUSTMENT

County and Contractor may mutually agree to escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by County and Contractor, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 3.2.1 (Problem Correction Priorities) above. If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in the Base Contract.

4. Warranties

4.1 GENERAL WARRANTIES

In addition to all warranties implied by law or equity, Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including Exhibit A (Statement of Work) with all Attachments thereto, including System Requirements and System Performance Requirements.
2. All System Components shall interface and be compatible with each other; and the System Components, when taken together, shall be capable of delivering all of the functionality as set forth in this Contract (including, without limitation, the Recitals, System Requirements, System Performance Requirements and the Specifications).
3. Unless specified otherwise herein, the System shall be free from any and all material Deficiencies.
4. The level of System Maintenance services shall not degrade during the term of the Contract.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any 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 the System or any System Component to County or any User or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Exhibit A-4 as "Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered System Component to contain any Disabling Device. Contractor's Setinit is not a Disabling Device as defined herein.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the System Software or updates or enhancements thereto prior to delivery and installation thereof to County and shall prevent any viruses from being incorporated or introduced in the process of Contractor's loading of System Software, or updates and enhancements thereto, or being introduced in the process of Contractor's performance of on-line support. County acknowledges that Contractor is not necessarily the

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

manufacturer of the virus protection software. County is solely responsible for virus protection measures on County's client devices and its County controlled network.

4.2 SYSTEM WARRANTIES

In addition to all warranties implied by law or equity, Contractor also represents, warrants, covenants and agrees that throughout the term of this Contract:

1. While County is covered by System Maintenance, Contractor shall support all Application Software components in their respective then-existing architecture and for their respective then-existing Version Releases and the most recent prior two (2) Version Releases for the term of this Contract.
2. System Software shall be fully integrated and interfaced as required by the System Requirements relating to Interfaces.
3. Application Software shall be fully compatible with the rest of the System Software Components and any County software operated by County on the County Hardware.
4. None of the Application Software requires execution by County of software licenses with third parties.
5. The System Components shall interface and be compatible with each other; and the System Components, when taken together, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Contract (including, without limitation, the Recitals, System Requirements and the Specifications).

4.3 SYSTEM PERFORMANCE

Contractor represents, warrants, covenants and agrees that the System shall meet the System Performance Requirements, including, but not limited to, those related to System Response Time and System Availability, as specified in Section 5.2 (System Performance Requirements and Deficiencies) of this Exhibit A-4 below. All System Performance Deficiencies shall be deemed at a minimum as Severity Level 2 for the purpose of the correction of Deficiencies and other remedies.

5. Remedies

5.1 DEFICIENCY CREDITS

5.1.1 GENERAL

Credits shall accrue for Contractor's failure to timely correct any Severity Level 1, Severity Level 2 or Severity Level 3 Deficiency and/or for the occurrence of three (3) or more Severity Level 1 Deficiencies in any single calendar month (collectively and individually, "Deficiency Credit(s)").

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Deficiency Credits in the event that either (i) Contractor fails to correct a Severity Level 1, Severity Level 2, Severity Level 3 or Severity Level 4 Deficiency (hereinafter "Downtime") within the timeframes set forth in Section 3 (Correction of Deficiencies) of this Exhibit A-4, or such longer period as agreed to by County and Contractor, or (ii) three (3) or more Severity Level 1 Deficiencies occur in any calendar month during the term of this Contract.

Deficiency Credits shall not be assessed for Downtime occurring during mutually agreed upon scheduled or planned shutdown of the System Hardware, Scheduled Downtime or Response Time testing.

5.1.2 ASSESSMENT OF DEFICIENCY CREDITS

1. If Contractor fails to correct any Severity Level 1, Severity Level 2, Severity Level 3 or Severity Level 4 Deficiency within the timeframes set forth in this Exhibit A-4, then in each instance, County may, in its sole discretion, assess Deficiency Credits in amounts per day for each day, or portion thereof, during which any Deficiency continues beyond the Resolution Time prescribed for the applicable Severity Level of such Deficiency, as set forth below:
 - i. For Severity Level 1 Deficiencies, One Thousand Dollars (\$1000) per day;
 - ii. For Severity Level 2 Deficiencies, Five Hundred Dollars (\$500) per day; and
 - iii. For Severity Level 3 Deficiencies, Three Hundred Dollars (\$300) per day.
 - iv. For Severity Level 4 Deficiencies, Fifty Dollars (\$50) per day.

The amount of time elapsed for the calculation of Deficiency Credits will be determined by the timestamp or other evidence issued by the Help Desk at such time as a service request is sent by County to Contractor.

EXHIBIT A-4
PollChief System Maintenance
Schedule 1-County Remote Access Policy

2. If during any calendar month three (3) or more Severity Level 1 Deficiencies occur, then, in each instance, County may, in its sole discretion, assess Deficiency Credits in an amount equal to Five Thousand Dollars (\$5,000).
3. Notwithstanding anything to the contrary set forth in this Exhibit A-4, (i) any Deficiency Credits accruing to County as a result of a Downtime or Deficiency shall be based upon its escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section 3.2.3 (Severity Level Adjustment) of this Exhibit A-4; and (ii) the maximum amount of Deficiency Credits for any month of the term of the Contract is Eight Thousand Dollars (\$8,000).

Contractor shall be liable to County for Deficiency Credits in the amounts as specified above. Deficiency Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.

5.2 SYSTEM PERFORMANCE REQUIREMENTS AND DEFICIENCIES

Contractor shall during the term of the Contract maintain the System Performance Requirements as specified below and further described in this Contract.

System Performance Category	System Performance Requirement
System Availability	Ninety-nine percent (99%)
System Response Time	Three (3) seconds Excluding: <ul style="list-style-type: none">• Issues outside of Contractor's control• Ad-hoc requests• Backend processing
Back-Up Server Hosting	Up within 5 hours of any disaster occurrence (provided that County meets its obligations under the Back-Up Server Plan mutually agreed to per Section 2.3 (Business Continuity and Back-Up Server) above

In the event the System fails to meet the System Performance Requirements, including Response Times (hereinafter "System Performance Deficiency"), and upgrade, repair or replacement of any of the System Environment Components (hereinafter "System Upgrade"), including operating software, hardware and/or networking components, is necessary to remedy the Deficiency, Contractor shall perform the necessary System Upgrade at no cost to County during the term of the Contract. Failure by Contractor to meet the System Performance Requirements specified herein shall entitle County to the Deficiency credits based on the applicable Severity Level as specified in Section 5.1 (Deficiency Credits).

EXHIBIT A-4
PolIChief System Maintenance
Schedule 1-County Remote Access Policy

SCHEDULE 1

COUNTY REMOTE ACCESS POLICY

This Schedule 1 (County Remote Access Policy) sets forth the policies and procedures for Contractor's remote access to County's network.

PURPOSE

The purpose of this policy is to define standards for connecting to any Department of Registrar-Recorder/County Clerk (Department) network from any host. These standards are designed to minimize the potential exposure to Department from damages that may result from unauthorized use of a vendor's resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, or damage to critical Department internal systems.

POLICY

The computer systems, networks and data repositories of County's Registrar-Recorder/County Clerks' networks are critical resources and must be protected against unauthorized and/or malicious access. Authorized users of Department computer systems, networks and data repositories may be permitted to remotely connect to those systems, networks and data repositories for the conduct of Department-related business only through secure, authenticated and carefully managed access methods.

It is the responsibility of County approved vendors and their employees, contractors and agents with remote access privileges to any Department networks to ensure that their remote access connection to any of our applications is given the same consideration as the user's on-site connection.

Department facilities will have and maintain complete control of access into their networks. Department facilities will open up the portal when access is needed and will shut down portal access when the vendor has completed their required work.

Secure remote access must be strictly controlled. Control will be enforced via RSATM one-time password tokens that will be assigned accordingly. At no time should any outside vendor provide their token, login or password to anyone.

County approved vendors and their employees, contractors and agents with remote access privileges must ensure at their vendor-owned personal computer or workstation, which is remotely connected to any Department network, is not connected to any other network at the same time.

All remote vendor or business partner connections to the Department's network must be secured with industry standard encryption (e.g., SSL, SSH, IPSEC, etc.) and authentication mechanisms. Connections should be restricted by IP address and service (port). Back-end systems that are accessed through remote connections must be properly secured (locked down to the extent possible) to ensure other portions of the Department network cannot be accessed from those devices.

The remote connections and related activities must be auditable and reviewed for appropriateness on a regular basis by the responsible Department system administrator(s). Remote connection audit logs must be retained for at least one year. Audit logs must be provided upon request.

All hosts, including personal computers, connected to any Department internal networks via remote access technologies must use the most up-to-date anti-virus software as determined by Department Information Technologies (Department/IT).

Personal equipment used to connect to any Department network must meet all Department remote access requirements.

CROSS REFERENCES

BOARD OF SUPERVISORS POLICY 6.101, USE OF COUNTY INFORMATION AND TECHNOLOGY RESOURCES.

POLLCHIEF SOLUTION - TABLE OF CONTENTS

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

Table of Contents		Page Number(s)
1	Total Pricing Summary	2
2	Pricing Years 1-3 and Optional Years 4-5	3
3	System Implementation - Firm Fixed Price	4
4	System Maintenance - Firm Fixed Price	5
5	Optional Work - Fixed Hourly Rate	6
6	Schedule B.1 - Optional Work	7

POLLCHIEF SOLUTION - TOTAL PRICING SUMMARY

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

Work Description	Total Firm Fixed Price
System Implementation	\$195,000
System Maintenance	\$1,770,000
Optional Work (Pool Dollars)	\$680,000
Total Price	\$2,645,000

POLLCHIEF SOLUTION- PRICING YEARS 1-3 AND OPTIONAL YEARS 4-5

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

Work Description	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5	Total Firm Fixed Price
System Implementation	\$195,000					\$195,000
System Maintenance	\$390,000	\$345,000	\$345,000	\$345,000	\$345,000	\$1,770,000
Optional Work (Pool Dollars)	\$100,000	\$145,000	\$145,000	\$145,000	\$145,000	\$680,000
Total	\$685,000	\$490,000	\$490,000	\$490,000	\$490,000	\$2,645,000

POLLCHIEF SOLUTION- SYSTEM IMPLEMENTATION - FIRM FIXED PRICE

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

System Implementation	
Deliverables	Firm Fixed Price
TASK 1 - Project Planning	
1.1 - Kick Off Meeting	\$0
1.2 - Project Management Plan	\$0
1.3 - Provide Training Plan	\$0
TASK 2 - Annual POLLCHIEF License	
2.1 - Annual License Fee	\$300,000
2.2 - System Hardware Certification	\$0
2.3 - Web-Server Hosting Certification	\$90,000 ¹
TASK 3 - Implement System Software	
3.1 - System Software Certification	\$0
3.2 - Application Program Interfaces (API)	\$0
3.3 - System Test Plan	\$0
3.4 - User Acceptance Test Certification	\$0
3.5 - System Production Use	\$195,000
TASK 5 - Optional Work	
5.1 - System Enhancements and Customizations	\$0
Total Cost	\$585,000

¹ For first year only, and to be negotiated based on expected usage for each year thereafter through an approved Change Order. But no event will the negotiated hosting costs exceed \$90,000 in any year and should be significantly less in non-general election years.

POLLCHIEF SOLUTION- SYSTEM MAINTENANCE - FIRM FIXED PRICE

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

System Maintenance and Election Support	Firm Fixed Price					
Description of System Maintenance	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5	Firm Fixed Price Years 1-5
4.1 - System Maintenance Plan						
4.2 - System Maintenance	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
System Hardware						
* Production Server/Back-up Server						
** Infrastructure Hosting	\$90,000	45,000	45,000	45,000	45,000	\$270,000
Infrastructure Network						
Infrastructure Back-up Hosting						
Infrastructure/DR/Network/Storage						
System Software						
* Third Party Software						
* Application Software						
Application Modifications						
Replacement Products						
Updates						
Help Desk Support (Technical and User Support)						
4.3 - System Documentation						
Total of System Maintenance	\$390,000	\$345,000	\$345,000	\$345,000	\$345,000	\$1,770,000

* **Software Support Fees - shall be paid to Contractor on annual basis in advance.**

** Infrastructure Hosting for years two through five will be based on Change Order negotiated in good faith between the parties based on expected usage. But no event will the negotiated hosting costs exceed \$90,000 in any year and should be significantly less in non-general election years.

POLLCHIEF SOLUTION- OPTIONAL WORK FIXED HOURLY RATE

POLLCHIEF SOLUTION
Contractor's Name: KONNECH INC.

Optional Work*	Fixed Hourly Rate
Labor Resources - General Services	\$195
Labor Resources – Election Period/Emergency	\$250

Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Contract. Fixed Hourly Rate shall not increase during the term of the Contract.

* Optional Work will be determined solely by County. Contractor is not required to enter any pricing other than the Fixed Hourly Rate.

CONTRACTOR'S PROJECT SCHEDULE

The following is the list of required Tasks and Deliverables for the PollChief Project.

Deliverables	Due Dates
System Implementation System Maintenance and Election Support Services	
TASK 1 - Project Planning	
1.1 - Kick Off Meeting	
1.2 - Project Management Plan	
1.3 – Provide Training Plan	
TASK 2 - Annual POLLCHIEF License	
2.1 - Annual License Fee	Contract Effective Date
2.2 - System Hardware Certification	
2.3 - Web-Server Hosting Certification	
TASK 3 - Implement System Software	
3.1 - System Software Certification	
3.2 - Application Program Interfaces (API)	
3.3 - System Test Plan	
3.4 - User Acceptance Test Certification	
3.5 – System Production Use	
Task 4 – System Maintenance	
4.1 – System Maintenance Plan	
4.2 – System Maintenance	
4.3 – System Documentation	
Task 5 – Optional Work	
5.1 - Provide System Enhancement and Customization	Contract Effective Date

CONTRACTOR'S EEO CERTIFICATION

Konnech Inc.

Contractor Name

4211 Okemos Road, Suite 3, MI 48864, USA

Address

01-0623783

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|----|---|-----|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes |

Eugene Yu, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

KONNECH FOR POLLCHIEF: CONTRACT NO. 20-003

COUNTY PROJECT DIRECTOR:

Name: Aman Bhullar
Title: Project Director/ Assistant RR/CC
Address: 12400 Imperial Hwy, Norwalk, CA 90650
Telephone: (562) 462-2714
E-Mail Address: ABhullar@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Juan Pastor
Title: County Project Manager/ Informational Technology Manager II
Address: 12400 Imperial Hwy, Norwalk, CA 90650
Telephone: (562) 462-2708
E-Mail Address: JPastor@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Amy Farsakyan
Title: County Project Manager/ Informational Technology Manager II
Address: 12400 E. Imperial Hwy. Room 6001C Norwalk, CA 90650
Telephone: (562) 462-2443
E-Mail Address: AMargaryan-Farsakyan@rrcc.lacounty.gov

COUNTY CONTRACTS UNIT:

Name: Veronica Williams, Contracts Manager
Address: 12400 E. Imperial Hwy. Room 5115 Norwalk, CA 90650
Telephone: (562) 462-2905
E-Mail Address: VWilliams@rrcc.lacounty.gov

Name: Cecille Asuncion, Contracts Analyst
Telephone: (562) 462-2907
E-Mail Address: Casuncion@rrcc.lacounty.gov

INVOICE QUESTIONS:

For invoice questions, send an e-mail below and copy the County Project Director/Manager and monitor: accountspayable@rrcc.lacounty.gov

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

KONNECH FOR POLLCHIEF: CONTRACT NO. 20-003

CONTRACTOR'S PROJECT MANAGER:

Name: Luis Nabergoi and Kelly Shettler
Title: Project Managers
Address: 4211 Okemos Road, Suite 3, Okemos, MI 48864
Telephone: 517-381-1830
E-Mail Address: luisn@konnech.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Eugene Yu
Title: President
Address: 4211 Okemos Road, Suite 3, Okemos, MI 48864
Telephone: 517-381-1830
Facsimile: 877-301-0793
E-Mail Address: eyu@konnech.com

Notices to Contractor shall be sent to the following:

Name: Aaron Brown
Title: Chief Operation Officer
Address: 4211 Okemos Road, Suite 3, Okemos, MI 48864
Telephone: 517-381-1830
Facsimile: 877-307-0793
E-Mail Address: AaronB@konnech.com

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: Konnech Inc. Contract No.20-003

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Contract.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

EXHIBIT G

Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that Components of the system solution, software (i.e., County requested Customizations, Software Modifications, and Software Enhancements), plans, diagrams, facilities, and tools and Documentation (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract or any other prior or other current agreements with County relating to the Project. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J2, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: ____ Eugene Yu _____

POSITION: ____ President _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchases pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

EXHIBIT H
Jury Service Ordinance

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

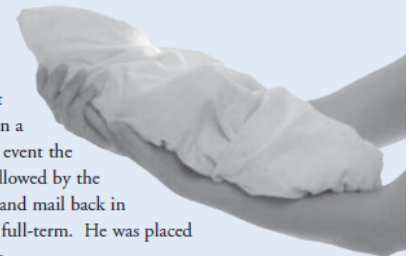
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

EXHIBIT J2
Contractor's Assignment and transfer of Copyright

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind to Components of the system solution, software (i.e., County requested Customizations, Software Modifications, and Software Enhancements), plans, diagrams, facilities, and tools and Documentation (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract or any other prior or other current agreements with County relating to the Project (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Contract described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Contract Number _____
for _____,
dated _____, as amended by Amendment Number _____, dated _____.

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Contract").

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT J3
Notary Statement for Assignment and Transfer of Copyright

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 202, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT K – GLOSSARY

Definitions

All capitalized terms, words and phrases shall have the meanings given to them below whenever used in this Contract, including the body of the Contract and Statement of Work, and other exhibits hereto unless otherwise apparent from the context in which they are used.

A

Acceptance: As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Contract.

Acceptance Certificate: As used herein, the term shall mean a County signed and approved Acceptance Certificate for all Work performed under this Contract containing the requirements of Exhibit L (Task/Deliverable Acceptance Certificate), as further specified in Paragraph 6.4 (Approval of Work). After the Acceptance Certificate is fully executed, Contractor may invoice County for payment.

Amendment: As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).

Annual Fees: As used herein, the term shall mean the annual fees to be paid by County to Contractor commencing upon first anniversary of the Effective Date and shall include License Renewal Fees and Software Support Fees, as specified in Exhibit B (Pricing Schedule).

Application Modifications: As used herein, the term shall mean Software Enhancements, Updates and any Replacement Product provided by Contractor to County under this Contract. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, System Software for the purpose of this Contract.

Application Program Interface (API): As used herein, the term shall mean all vendor Application Program Interfaces that will communicate information and data to PollChief solution through an automated interface to provide data related to the Election Voter records.

Application Software: As used herein, the term shall mean all core application and all Application Modifications accepted and approved by County, and related Documentation, provided by Contractor pursuant to this Contract. This includes Contractor's PollChief software (also referred to herein as "Contractor's Software") for purposes of license only, and not ownership.

B

Back-Up Server: As used herein, the term "Back-Up Server" shall mean Contractor's alternate System Hardware that shall contain all PollChief solution processing environments and all data necessary to support Users and the System in the event of System failure.

Base Contract: Final baseline contract outlining the core activities agreed to by both parties for the deployment of PollChief solution.

Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as the governing body.

Business Continuity Plan: Plan for keeping business moving forward in circumstances where disasters occur – fire, earthquake etc.

Business Day(s): As used herein, the term, whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

Business Hour(s): As used herein, the term, whether singular or plural, shall mean 7:00 a.m. to 7:00 p.m. PT during Business Days.

C

Chief Executive Office or CEO: As used herein, the terms shall mean County's Chief Executive Office.

Change Notice: As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).

Change Order: As used herein, the term shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of Software Enhancements and Customizations by Contractor, as specified in Exhibit A (Statement of Work).

Component(s): As used herein, the term "Component(s)" shall mean, individually and collectively, each and every component of the System, including System Software, System Environment and System Data, irrespective of whether provided by County or Contractor.

Confidential Information: As used herein, the term shall mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).

Contract The agreement executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work. This word contract may be used interchangeably with the word "Contract".

EXHIBIT K Glossary

Contract Sum: As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 5.0 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

Contractor: Konnech, Inc.

Contractor Project Manager: The dedicated Project Manager designated by the Contractor to administer the agreement operations under this Contract. Individual responsible for the overall day to day project – overseeing the deployment of people, systems and processes needed for the successful implementation of Contractor's PollChief solution for County elections.

Contractor Key Personnel: As used herein, the term shall have the meaning specified in Paragraph 7.1 (Contractor Administration).

County: The County of Los Angeles in the State of California.

County Data: As used herein, the term shall mean all data and information provided or owned by County, whether stored on-line or off-line, which will be used by Contractor for providing Work under this Contract.

County Hardware: As used herein, the term shall mean all County owned computers and other equipment that will be used in conjunction with any Contractor provided hardware as part of the system environment for the provision of Work pursuant to this Contract.

County Key Personnel: As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Administration).

County's Project Administration: As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Project Administration).

County's Project Director: As used herein, the term shall have the meaning specified in Paragraph 6.2 (County's Project Director). Person designated by County with authority for County on contractual or administrative matters relating to this agreement that cannot be resolved by the County's Project Manager

County Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

County Contract Project Monitor: Person with responsibility to oversee the day to day activities of this agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

Customizations: As used herein, the term Customizations shall mean Solution Modifications and Application Program Interfaces, and related Documentation, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).

D

Day(s): Calendar day(s) unless otherwise specified.

Deficiency or Deficiencies: As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved Deliverables or Specifications under the Contract; and/or other problems which result in the system, or any system component, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications, System Requirements and System Performance Requirements.

Deficiency Credits: As used herein, the term shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor's failure to timely correct Deficiencies, as specified in Exhibit A-4 (PollChief System Maintenance), Section 5.1 (Deficiency Credits).

Deliverable(s) or deliverable(s): As used herein, the terms, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Contract, including numbered Deliverable(s) in Exhibit A (Statement of Work).

Department of Registrar-Recorder/County Clerk or Department: As used herein, the terms shall mean the County of Los Angeles Department of Registrar-Recorder/County Clerk.

Director: As used herein, the term "Director" shall mean the Project director of this contract.

Disabling Device(s): shall have the meaning specified in 4.1 (General Warranties).

Disaster Recovery Plan: Plan for how systems and processes would be put back in place in circumstances of massive loss. Example – loss of power or loss of data.

Documentation: As used herein, the term shall mean any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the system and/or applicable components.

Downtime: As used herein, the term shall mean shall have the meaning specified in Section 5.1 (Deficiency Credits). It is that period of time when the System or any System Component, due to any Deficiency, fails to function, and as a result, County is unable to utilize the system in accordance with the Specifications, including System Requirements

EXHIBIT K Glossary

and System Performance Requirements, and this Contract, as further specified in Exhibit A-4 (PollChief System Maintenance).

Due Date: As used herein, the term shall mean the due date for the completion of any Deliverable in the Project Schedule or any Change Order.

E

Effective Date: As used herein, the term shall mean the date of execution of this Contract by County and the authorized representative(s) of Contractor.

Election Period(s): The election period is defined per election from the opening of the first Vote Center to the close of the last Vote Center.

Executive Sponsor: Sponsor of the overall project.

External Data: As used herein, the term "External Data" shall mean Contractor provided data to be used in the PollChief solution, which is obtained from external sources, e.g. telephone company data records, geographic system information sources and other statistical reporting services.

F

Final Acceptance: As used herein, the term "Final Acceptance" shall mean County's written approval in accordance with the terms of this Contract Deliverable 3.5 (System Production Use) of Exhibit A (Statement of Work).

Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

Fixed Hourly Rate: As used herein, the term shall mean the hourly rate, specified in Exhibit B (Pricing Schedule), for Professional Services, including Consulting Services, Additional Training and Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).

G

GAP Analysis: As used herein, the term shall mean the document outlining all system requirements identified by RR/CC as Customizations to the PollChief solution over the COTS product.

General Election: An election to which candidates are elected to office.

Go-Live: As used herein, the term "Go-Live" shall mean County's approval of Deliverable 3.5 (System Production Use) of Exhibit A (Statement of Work).

H

Help Desk: As used herein, the term shall mean Contractor's help desk for providing Support Services hereunder, as specified in Exhibit A-4 (PollChief System Maintenance).

I

Initial Term: As used herein, the term shall have the meaning specified in Paragraph 4.1 (Contract Term).

Interfaces: As used herein, the term "Interfaces" shall mean the set of software mechanisms, consisting of Application Program Interfaces which may be provided by Contractor under this Contract, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.

J

JIRA: SaaS software tool used to manage requirements (user stories) using Agile project management process and methodology. Also used for managing test cases and updates.

K

Knowledge Transfer: As used herein, the term "Knowledge Transfer" shall mean all information describing PollChief provided by Contractor to County, as further specified in Subtask 3.1 (Install and Configure System Software) of Exhibit A (Statement of Work).

L

License: As used herein, the term "License" shall have the meaning specified in clause 10.2 (License) this Contract.

License Fees: As used herein, the term "License Fee(s)" shall mean the fees for the License to be paid by County to Contractor over the period of System Implementation and System Maintenance and Election Support services as specified in Exhibit B (Pricing Schedule).

License Renewal Fees: As used herein, the term "License Renewal Fee(s)" shall mean the fees to be paid by County to Contractor for the renewal of the License commencing on the first anniversary of the Effective Date, as specified in Exhibit B (Pricing Schedule).

Load Testing: As used herein, the term shall mean the testing and validation of all data that has been loaded into the PollChief environments.

Location Module: As used herein, the term shall mean the PollChief Vote Center Location Module that will be utilized to recruit of all the Election Vote Centers and manage and maintain all Vote Center information.

M

Maintenance Fees: As used herein, the term shall mean the applicable fees to be paid by County to Contractor for System Maintenance pursuant to Exhibit B (Pricing Schedule) and shall include any or all of the following: License Renewal Fees, Software Support Fees and/or System Support Fees.

Maintenance Services: As used herein, the term shall have the meaning specified in Exhibit A-4 (PollChief System Maintenance). and shall comprise part of System Maintenance provided by Contractor under this Contract.

Maximum Fixed Price: As used herein, the term shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Exhibit A (Statement of Work).

Mean Time to Resolution: Time from notification of incident to resolution.

O

Optional Work: As used herein, this term shall mean Software Enhancements and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Exhibit A (Statement of Work).

P

Payment Schedule: As used herein, the term shall mean prices for Deliverables, rates and other fees identified as Exhibit B (Pricing Schedule) with all Schedules thereto.

PollChief: As used herein, "Contractor's Software" a high performance software offered by Konnech as service (SaaS) that organizes the administration of elections.

Pool Dollars: As used herein, the term shall mean the maximum amount allocated under this Contract for the provision by Contractor of Optional Work, including Software Enhancements and Professional Services approved by County in accordance with the terms of this Contract.

Primary Election: An election in which candidates are nominated by political parties for a General Election.

Production Environment: As used herein, the term shall mean the system environment set up by Contractor for Production Use of the system pursuant to Exhibit A (Statement of Work).

Production Server: As used herein, the term shall mean the primary Contractor provided system hardware used for all Work under this Contract.

EXHIBIT K Glossary

Production Use: As used herein, the term shall mean the actual use of the system in the Production Environment on the Production Server for the performance of County's operations.

Professional Services: As used herein, the term shall mean Consulting Services, Additional Training and/or Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).

Project Schedule: As used herein, the term shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work), as identified as Exhibit C (Contractor's Project Schedule).

Proprietary Rights: As used herein, the term shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights, moral rights and all rights and title in and to the structure, sequence and organization of a work of authorship, and all rights in and to any code, materials, pictures, interfaces, screen displays and audio visual displays and presentations.

R

Registrar-Recorder/County Clerk or RR/CC: As used herein, the term shall mean the head of the Department of Registrar-Recorder/County Clerk of Los Angeles County.

Resolution Time: As used herein, the term shall mean the period of time from County's notification of a Deficiency to Contractor to its correction in accordance with Exhibit A-4 (PollChief System Maintenance).

Response Time: As used herein, the term shall mean the acceptable time period within which Contractor shall respond to County following County's report of any Deficiency, as set forth in Exhibit A-4 (PollChief System Maintenance).

S

SaaS: As used herein, shall mean the hosted Application Software and system as defined in Exhibit A-4 (PollChief System Maintenance).

Scheduled Downtime: Shall have the meaning set forth as defined in Section 2.1.3 (System Hardware).

Severity Level or SL: As used herein, the terms shall mean the problem severity levels for correction of Deficiencies, as specified in Exhibit A-4 (PollChief System Maintenance).

Software Enhancements: As used herein, the term shall mean Customizations and/or Additional Software, including Solution Modifications and Application Program Interfaces, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Exhibit A (Statement of Work).

EXHIBIT K Glossary

Software Support Fees: As used herein, the term shall mean the annual fees to be paid by County to Contractor for System Maintenance regarding Application Software, as specified in Exhibit B (Pricing Schedule).

Solution Modifications: As used herein, the term shall mean modifications to the Application Software, including system solution, and related Documentation, which Contractor may provide upon County's request therefor as Customizations in accordance with Exhibit A (Statement of Work), which will update County's solution and shall become part of, and be deemed, System Software for the purpose of this Contract.

Specifications: As used herein, the term shall mean any or all of the following, as applicable:

1. All System Performance Requirements and standards set forth in this Contract, including, but not limited to, requirements for system availability and system response time identified in Exhibit A-4 (PollChief System Maintenance).
2. The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
3. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Control Document, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
4. All system environment requirements and certifications provided by Contractor in accordance with this Contract with respect to the system.
5. All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the system, including functionality, features, capacity, availability, response times, accuracy or any other performance or other system criteria or any element of the System or any system component.

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

Statement of Work (SOW): The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the agreement services stated in Exhibit A (Statement of Work).

Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

Support Hours: 7:00 a.m. to 7:00 p.m. Pacific Time daily.

EXHIBIT K Glossary

Support Services: As used herein, the term shall have the meaning specified in Exhibit A - 4 (PollChief System Maintenance) and shall comprise part of System Maintenance provided by Contractor under this Contract.

System Availability: As used herein, the term "System Availability" shall mean the percentage of time during any month of System Maintenance when the System does not experience any Downtime and all System Components available to County.

System Data: As used herein, the term "System Data" shall mean all County Data and external data, whether provided by County or Contractor during the term of this Contract.

System Environment: As used herein, the term "System Environment" shall mean System Hardware, System Network and Third-Party Software components provided by Contractor in accordance with Contractor's specifications or by Contractor, as applicable, as set forth in Attachment A-5 (PollChief System Architecture Diagram).

System Hardware: As used herein, the term "System Hardware" shall mean the Production Server, Back-Up Server and other equipment provided by Contractor for the System and performance of Work pursuant to this Contract.

System Implementation: As used herein, the term "System Implementation" shall mean System Environment installation, development of system solution Customization, Application Software deployment, Acceptance Tests, System Training and other work to be provided by Contractor pursuant to Exhibit A (Statement of Work) up to and including Final Acceptance.

System Integration Test: As used herein, the term "System Integration Test" shall mean the System Test conducted in accordance with Subtask 3.1 (Conduct System Integration Test) of Exhibit A (Statement of Work).

System Maintenance: As used herein, the term "System Maintenance" shall have the meaning specified in Paragraph 3.5 (System Maintenance).

System Network: As used herein, the term shall mean the networking Component of system environment as specified in Exhibit A (Statement of Work).

System Performance Deficiency: As used herein, the term shall mean failure by the system to meet any of the System Performance Requirements as specified in Exhibit A-4 (PollChief System Maintenance).

System Performance Requirements: As used herein, the term shall mean the performance requirements for the system, including system availability, System Response Time and Back-up Server Hosting as specified in Exhibit A-4 (PollChief System Maintenance).

EXHIBIT K Glossary

System Performance Warranty: As used herein, the term shall mean Contractor's warranty to meet System Performance Requirements as specified in Exhibit A-4 (PollChief System Maintenance).

System Requirements: As used herein, the term shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the system, as specified in Exhibit A (Statement of Work).

System Response Time: As used herein, the term shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results, as may be further specified in Exhibit A-4 (PollChief System Maintenance).

System Software: As used herein, the term shall mean Application Software and any Third-Party Software, and related Documentation, provided under this Contract by Contractor in accordance with Contractor's specifications or by Contractor, as applicable, as further specified in Exhibit A (Statement of Work), including Application Modifications, Solution Modifications, and Software Enhancements.

System Support Fees: As used herein, the term shall mean the monthly fees to be paid by County to Contractor for System Maintenance, as specified in Exhibit B (Pricing Schedule).

System Test: As used herein, the term shall mean shall mean any of the tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work), including but not limited to System Integration Test, User Acceptance Test and Performance Verification Test, as described in Exhibit A (Statement of Work).

System Training: As used herein, the term "System Training" shall mean the Training, including on-line training and on-site train-the-trainer sessions, to be provided by Contractor pursuant to Subtask 1.3 (Provide Training) of Exhibit A (Statement of Work) and as otherwise required for System Implementation.

System Upgrade shall have the meaning set forth in Section 5.2 (System Performance Requirements and Deficiencies).

I

Task or task and Subtask or subtask: As used herein, the terms, whether singular or plural, shall mean one of the areas of work to be performed under this Contract, including those identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

Test Environment: As used herein, the term shall mean the non-production System Environment set up by Contractor pursuant to Exhibit A (Statement of Work) for Application Software implementation, System Tests and System Training.

Third Party Software: As used herein, the term "Third Party Software" shall mean any third-party software and/or tools, and related Documentation, provided by Contractor

EXHIBIT K Glossary

pursuant to this Contract as part of the Application Software in order to meet the System Requirements.

Training: As used herein, the term shall mean training relating to the system to be provided by Contractor pursuant to this Contract, including initial system Training and additional Training County may acquire in the future as part of Professional Services.

Transition License: As used herein, the term “Transition License” shall mean the License to Application Software granted by Contractor to County following termination or expiration of this Contract, as further specified in this Contract.

U

Update(s): As used herein, the term, whether singular or plural, shall mean and include any additions to and/or replacements to the Application Software, available or made available subsequent to Final Acceptance, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A-4 (PollChief System Maintenance) with all Schedules thereto.

User(s) or user(s): As used herein, the terms, whether singular or plural, shall mean any person or entity authorized by County of Los Angeles or Department of Registrar-Recorder/County Clerk to access or use the system pursuant to this Contract.

User Acceptance Test: As used herein, the term shall mean the System Test conducted in accordance with Exhibit A (Statement of Work).

User Portal: As used herein, the term shall mean the PollChief User Portal to access the election Worker Module and Vote Center Location Modules to conduct recruitment.

V

Version Release: As used herein, the term shall mean Contractor's Application Software major version upgrade which contains new software functionalities and features and/or system compatibilities, including any Replacement Product.

Vote Center: A polling location in which any voter can vote in any location and not be confined by precinct boundaries within the County of Los Angeles jurisdiction.

W

Warranties: As used herein, the term shall mean the warranties regarding Contractor's performance under the Contract, including the system, as specified in Exhibit A-4 (PollChief System Maintenance). This definition does not limit or preclude any other warranties implied by law or equity into this Contract.

Warranty Period: As used herein, the term shall have the meaning set forth in Exhibit A-4 (PollChief System Maintenance).

Web or Web Services: As used herein, the terms shall mean a software system designed to support interoperable computer interactions over a network.

Web-Server Hosting: As used herein, the term shall mean system operation at a physical location that houses the dedicated servers, hardware and networks for the PollChief and provides direct Web access to the internet, as further specified in Exhibit A (Statement of Work).

Work: As used herein, the term shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including system components, system implementation services, system maintenance and Optional Work.

Worker Module: As used herein, the term shall mean the PollChief election Worker Module that will be utilized by RR/CC to conduct the Election Worker recruitment.

EXHIBIT - L
Task/Deliverable Acceptance Certificate

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
		AGREEMENT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor's Project Director (Signature Required)	County Project Director, _____	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION	DELIVERABLES	
(including Task and Subtask numbers as set forth in the Statement of Work)	(including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
<u>County Acceptance:</u>		
NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

EXHIBIT M
Background Check Form

EXHIBIT M
Background Check Form



STATE OF CALIFORNIA
BCIA 8018
(orig. 04/2001, rev. 01/2011)

DEPARTMENT OF JUSTICE

REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

Applicant Submission

A1500
ORI (Code assigned by DOJ)

Contractor
Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

COUNTY OF LOS ANGELES-REGISTRAR-RECORDER
Agency Authorized to Receive Criminal Record Information

09167
Mail Code (five-digit code assigned by DOJ)

12400 E. IMPERIAL HWY
Street Address or P.O. Box

Contact Name (mandatory for all school submissions)

NORWALK CA 90650
City State ZIP Code

(562) 462-2285
Contact Telephone Number

Applicant Information:

Last Name

First Name Middle Initial Suffix

Other Name (AKA or Alias) Last

First Suffix

Date of Birth Sex Male Female

Driver's License Number

Height Weight Eye Color Hair Color

Billing Number (Agency Billing Number)

Place of Birth (State or Country) Social Security Number

Misc. Number (Other Identification Number)

Home Address Street Address or P.O. Box

City State ZIP Code

Your Number: OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency LSID

ATI Number Amount Collected/Billed

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

**INFORMATION SECURITY
REQUIREMENTS**

This Exhibit sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Exhibit, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION

Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Information cannot be retrieved. Contractor will not store County's Confidential Information in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information will be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction), Personally Identifiable Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if

EXHIBIT N
Information Security Requirements

transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information or County's Confidential Information to County. The Personally Identifiable Information and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential

EXHIBIT N
Information Security Requirements

business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of
-

EXHIBIT N
Information Security Requirements

Personally Identifiable Information and County's Confidential Information.

- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001 :2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** -Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** -are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
 - b. SSAE-16 (formerly known as SAS -70 Type II) - As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary
-

EXHIBIT N
Information Security Requirements

of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
-

EXHIBIT N
Information Security Requirements

- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- (i) **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors,
-

EXHIBIT N
Information Security Requirements

patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- (ii) **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
 - (iii) **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
 - (iv) **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-
-

EXHIBIT N
Information Security Requirements

readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County will return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that provided to County by Contractor hereunder), at County's option.

SOLE SOURCE CHECKLIST

Department Name: _____

 New Sole Source Contract

 Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

 Chief Executive Office

 Date

Konnech provides a proprietary software product and is the only authorized maintenance and support service provider for PollChief. In addition, it is a continuing critical need for the County to secure uninterrupted support services to assure that all system components are fully functional during election cycles. Obtaining PollChief licensing renewal, additional licenses and further customizations will provide the RR/CC with the necessary tools to ensure the required services are maintained and supported. to meet our future needs beyond the November 2020 Election as indicated in our April 27, 2020 VSAP Board Report. We are seeking authority to negotiate an extended contract for licensing and services.



CIO ANALYSIS

William S. Kehoe
CHIEF INFORMATION OFFICER

BOARD AGENDA DATE:
10/13/2020

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH KONNECH, INC. FOR POLLCHIEF

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Registrar-Recorder/County Clerk (RR/CC) is requesting delegated authority to execute a Sole Source Contract with Konnech, Inc. to renew the PollChief Software License, Hosting, Customization, and Maintenance & Support services. The PollChief licenses that were acquired via a Purchase Order in October 2019 will expire on October 22, 2020. PollChief is a web-based election management system that organizes the administration of elections. The proposed contract is fixed-cost, deliverables-based and the term is three years, with two one-year option terms, for an aggregate term of five years.

RR/CC is also requesting delegated authority to negotiate and execute amendments to exercise option terms, make changes to the Statement of Work (SOW) as operationally necessary, provided that County Counsel approval is obtained, and make any other necessary changes which do not materially alter any term or condition of the contract.

Also, RR/CC is requesting delegated authority to execute change orders for additional work for system enhancements and customizations provided that approval from the Chief Information Office and County Counsel is obtained.

Additionally, RR/CC is requesting delegated authority to terminate the contract, as necessary provided that County Counsel approval is obtained.

Finally, RR/CC is requesting delegated authority to execute changes to the original contract, including an increase of no more than ten percent over the maximum sum provided that approval from the Chief Executive Office and County Counsel is obtained.

Contract Amount: \$2,645,000

SOLE SOURCE CONTRACT WITH KONNECH, INC.

FINANCIAL ANALYSIS:

Contract costs:

Ongoing annual costs:

Maintenance & support (FY 20-21).....	\$	685,000
Maintenance & support (FY 21-22).....	\$	490,000
Maintenance & support (FY 22-23).....	\$	490,000
Maintenance & support (FY 23-24).....	\$	490,000
Maintenance & support (FY 24-25).....	\$	490,000
Sub-total Contract Costs:	\$	2,645,000

Total contract costs:..... \$ 2,645,000

Notes:

FUNDING FOR YEAR ONE (\$685,000) IS INCLUDED IN THE RR/CC FISCAL YEAR (FY) 2020-21 VSAP BUDGET. FUNDING FOR FUTURE FISCAL YEARS WILL BE REQUESTED BY RR/CC THROUGH THE ANNUAL BUDGET PROCESS.

RISKS:

1. **Quality, Cost and Schedule** - as with any system implementation project, there are risks related to quality, cost and schedule.

- The Office of the CIO (OCIO) reviewed the contract and SOW and made various recommendations, which were implemented by the RR/CC.
- The department has mitigated the quality risks by developing a well-defined SOW to address the department’s needs in the areas of Poll Worker and Vote Center administration and tracking.
- The contract identifies all required implementation services including system set-up, installation, testing and training.
- The contract also has provisions for optional work (at the County’s request) to address future system customizations and modifications.
- The contract requires the vendor to develop a Quality Assurance Plan and the department worked with County Counsel to include provisions for Technology Errors and Omissions (\$10 million), Privacy/Network Security Liability (\$2 million) and Liquidated Damages for failure to meet defined service levels.
- The SOW identifies 15 key deliverables and requires the contractor to collaborate with other RR/CC technology partners, develop a system testing strategy, develop a training curriculum, provide project management and oversight for the system implementation, provide web hosting services and system maintenance and support.
- System performance requirements and problem resolution provisions are also defined.
- The cost risks have been mitigated by making this a fixed-price contract, and the contractor is obligated to provide project deliverables as specified in the SOW.

SOLE SOURCE CONTRACT WITH KONNECH, INC.

However, because of the notification requirements for sole source contracts, there is a contract risk related to timing. The RR/CC will have limited time to negotiate the final contract prior to Board submission. This could create issues related to the contractor's acceptance of the County's terms and conditions. Although the deliverables in this SOW are primarily for post election system enhancements, hosting and licensing, as of this date, the current system is still in development and test.

This contract is consistent internal and third-party recommendations regarding the need for a long-term contract with favorable terms, conditions and protections for the RR/CC and the County for a critical system to manage Poll Worker and Vote Center activity prior to the November 3, 2020 election.

- 2. Information Security** – The Office of the County's Chief Information Security Officer has provided County Counsel the latest approved Information Security language for inclusion into the contract.

PREPARED BY:

Henry Balta

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

9/30/2020

DATE

APPROVED:

William S. Kehoe

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

9/30/2020

DATE