



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Interim Chief Executive Officer

DATE: January 29, 2015
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – Gevork Simdjian
- A) **Board Letter – AUTHORIZATION TO ACCEPT AND EXECUTE A SOFTWARE LICENSE AGREEMENT WITH LIAISON TECHNOLOGIES, INC. TO PROVIDE TECHNICAL ASSISTANCE RELATED TO EMR-LINK, SECURE NETWORK HEALTH INFORMATION DATA TRANSMISSION, EFFECTIVE UPON EXECUTION THROUGH DECEMBER 31, 2021**
DPH/CIO – Cynthia A. Harding and Richard Sanchez or designee(s)
- B) **Board Letter – APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH GARTNER, INC. FOR THE PROVISION OF CONSULTING SERVICES EFFECTIVE UPON DATE OF BOARD APPROVAL THROUGH 9/30/15**
DPH/CIO – Cynthia A. Harding and Richard Sanchez or designee(s)
- C) **Board Letter – RECOMMENDATION TO APPROVE AMENDMENT NO. SEVEN TO THE ELECTION SYSTEMS & SOFTWARE, LLC CONTRACT NO. 73635**
RR/CC – Dean C. Logan or designee
- D) **Board Policy No. 3.045 – Countywide Environmental Sustainability Policy**
ISD – Dave Chittenden or designee
- E) **Risk Management Presentation**
DHR – Lisa M. Garrett or designee
2. Public Comment
3. Adjournment



CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZENHAUSER, M.D., M.P.H.
Interim Health Officer

313 North Figueroa Street, Room 708
Los Angeles, California 90012
TEL (213) 240-8156 • FAX (213) 481-2739

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

January 20, 2015

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:

**AUTHORIZATION TO ACCEPT AND EXECUTE A SOFTWARE LICENSE
AGREEMENT WITH LIAISON TECHNOLOGIES, INC. TO PROVIDE TECHNICAL
ASSISTANCE RELATED TO EMR-LINK, SECURE NETWORK HEALTH
INFORMATION DATA TRANSMISSION, EFFECTIVE UPON EXECUTION THROUGH
DECEMBER 31, 2021
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Authorization to accept and execute a Software License Agreement with Liaison Technologies, Inc. to provide technical assistance related to EMR-Link secure network data transmission between an Electronic Medical Record system medical care provider and the Department of Public Health Laboratory.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to accept and execute a Software License Agreement (SLA), substantially similar to Exhibit I, with Liaison Technologies, Inc. (Liaison) to provide technical assistance and maintenance services related to an EMR-Link information technology application to maintain secure network health information data transmission between the Public Health Laboratory (PHL) and medical outpatient sites of the AIDS Healthcare Foundation (AHF) effective upon execution through December 31, 2021, at no net County cost.

2. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the SLA that authorize changes to services and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute a SLA with Liaison for the continued provision of technical support and maintenance services for proprietary EMR-Link software to sustain established electronic connectivity between the PHL and the electronic medical record (EMR) system at AHF's medical outpatient sites.

Currently, the PHL utilizes the Sunquest Clinical Laboratory Information System (LIS) to manage electronic clinical and environmental laboratory testing modules, workflow, and laboratory test results reporting. Liaison's EMR-Link enables electronic data transmission between Sunquest LIS and AHF's EMR. On-going costs associated with the EMR-Link software are currently paid by AHF to ensure proper integration with the PHL.

The recommended SLA details the subscription and professional services to be provided by Liaison and proprietary rights, confidentiality warranties, and other disclaimers. The services to be provided by Liaison include Bidirectional Kit development and maintenance and Bidirectional Kit implementation and maintenance.

Approval of Recommendation 2 will allow DPH to execute change notices to the SLA that authorize changes to services and/or corrections of errors in the contract's terms and conditions.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost associated with this action. On-going costs associated with EMR-Link software are currently paid by AHF.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The PHL interfaces directly with medical providers' EMR systems through Sunquest LIS. AHF's EMR system provided by Logician is not compatible with Sunquest LIS. To facilitate the connectivity between Logician and Sunquest LIS, EMR-Link software from Ignis System is required.

In February 2013, Ignis System was acquired by Liaison. Liaison determined that a SLA with the County is necessary to protect proprietary rights to its software.

The SLA includes terms and conditions that are in compliance with Health Insurance Portability and Accountability Act of 1996 requirements to protect patient information, allowing Liaison technical staff to work with PHL Information Technology staff to configure and maintain dependable, accurate and secure patient health information data transmission between AHF and the PHL.

County Counsel has approved Exhibit I as to use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the PHL to sustain and maintain seamless, accurate, and timely electronic transmission of laboratory diagnostic test results and patient health information through secure network connectivity that supports patient health management and disease prevention activities.

Respectfully submitted,

Cynthia A. Harding, M.P.H.
Interim Director

CAH:ev
BL#2935

Attachment

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



CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZENHAUSER, M.D., M.P.H.
Interim Health Officer

313 North Figueroa Street, Room 708
Los Angeles, California 90012
TEL (213) 240-8156 • FAX (213) 481-2739

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 17, 2015

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH GARTNER,
INC. FOR THE PROVISION OF CONSULTING SERVICES EFFECTIVE UPON DATE
OF BOARD APPROVAL THROUGH SEPTEMBER 30, 2015.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new sole source contract with Gartner, Inc., for the provision of consulting services to complete Phase Two of the Electronic Health Record analysis and roadmap engagement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute a sole source contract, substantially similar to Exhibit I, with Gartner, Inc. (Gartner) for the provision of consulting services to assist DPH in an in-depth evaluation of the Department of Health Services (DHS) ORCHID solution and complete Phase Two of the Electronic Health Record (EHR) analysis and roadmap engagement, effective upon date of Board approval through September 30, 2015, at a total maximum obligation of \$90,500; fully funded by net County cost (NCC).
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the contract that extend the term on a month-to-month basis up to three months through December 31, 2015, and/or provide an increase or decrease

in funding up to ten percent above or below the contract's base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the contract that authorize modifications to or within budget categories within the budget, up to an adjustment between all budget categories equal to ten percent of the contract's base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow DPH to execute a new contract with Gartner for the provision of consultant services which will allow Gartner to assist DPH in conducting an operational readiness assessment and developing a roadmap and strategy for the acquisition and implementation of an EHR system for DPH programs involved in the delivery of clinical care services.

In January 2014, Gartner began its assessment of DPH's current clinical information systems. This assessment provided critical information to support the future acquisition and/or implementation of an EHR system for DPH. The assessment focused on DPH programs involved in the delivery of clinical care services, which included but was not limited to, Community Health Services, Children's Medical Services, and the Public Health Laboratory. The consulting engagement with Gartner was to be conducted in two phases. The first phase of the engagement involved an assessment of DPH clinical operations and an evaluation of EHR system alternatives. This first phase was completed on May 29, 2014. Since June 2014, DPH has been evaluating the initial EHR system alternatives provided by Gartner. DPH is now seeking to have Gartner complete the second phase. The second phase is to complete an in-depth fit assessment of DHS' ORCHID solution against DPH requirements which includes conducting an operational readiness assessment and developing a roadmap for the acquisition and implementation of an EHR system for DPH.

Approval of Recommendation 2 will allow DPH to execute amendments to the contract to extend the term of the contract and/or increase or decrease funding up to ten percent above or below the base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary.

Approval of Recommendation 3 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories, up to an adjustment between all budget categories equal to ten percent of the contract's base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the recommended contract with Gartner effective upon date of Board approval through September 30, 2015, is \$90,500; fully funded by NCC.

Funding for this contract is included in DPH's Final Adopted Budget for fiscal year (FY) 2014-15 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved Exhibit I as to use. Attachment A is the Sole Source Checklist signed by the CEO.

The Chief Information Office (CIO) concurs with DPH's intent to proceed with this contract to complete the engagement with Gartner. The CIO will be working closely with DPH to review the assessment's findings and recommendations as DPH develops a strategy to replace its clinical systems.

CONTRACTING PROCESS

On January 21, 2014, your Board authorized DPH to execute Contract Number PH-002635 with Gartner, effective January 21, 2014, through May 31, 2014, to conduct an assessment of clinical operations and gather information system requirements for various divisions within DPH and formulate a strategy and roadmap for the implementation of an EHR system.

Due to Gartner's extensive knowledge of DHS' ongoing EHR implementation, the need to ensure compatibility between DHS and DPH clinical systems and operations, and Gartner's understanding of DPH's information technology infrastructure environment, Gartner is uniquely positioned to provide DPH with a strategic EHR roadmap that is consistent with Countywide and DPH objectives. In 2008, Gartner assisted DPH with the development of an Information Technology (IT) Transformation Plan that has served as the basis for department-wide improvements in IT services and infrastructure capabilities. Under a competitively bid Information Technology Support Services Master Agreement Work Order, Gartner also assisted DHS with the development of its ORCHID strategy, a plan to implement the Cerner EHR system throughout all DHS hospitals. Gartner has continued to provide strategic oversight, technical guidance, and quality assurance support to DHS during the ongoing implementation of its Cerner EHR system.

On May 23, 2014, your Board was notified that DPH was exercising delegated authority to amend the contract to extend the term, at no cost, through November 30, 2014.

On September 15, 2014, your Board was notified that DPH was exercising delegated authority to amend the contract to increase the total maximum obligation by \$15,500 from \$155,000 to \$170,500 to allow Gartner to assist DPH with an in-depth evaluation of the DHS ORCHID solution to determine if the system is a suitable EHR solution for DPH.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will provide DPH with the assistance needed to conduct and complete an in-depth evaluation of the DHS ORCHID solution and complete the development of a strategy and roadmap for the future selection and implementation of an EHR system to effectively manage the delivery of various public health services throughout Los Angeles County.

Respectfully submitted,

Cynthia A. Harding, M.P.H.
Interim Director

CAH:er
BL#03146

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors



Dean C. Logan
Registrar-Recorder/County Clerk

February 17, 2015

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:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER SEVEN TO THE
ELECTION SYSTEMS & SOFTWARE, LLC CONTRACT NUMBER 73635
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT:

The Registrar-Recorder/County Clerk (RR/CC) requests approval to amend and extend Contract Number 73635 with Election Systems and Software, LLC (ESS) for incoming Vote by Mail election mailing services to verify handwritten signatures from voters on Vote by Mail return ballot envelopes within a 43- day election processing period. The contract expires on February 28, 2015.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the RR/CC, or his designee to execute the attached Amendment Number Seven (substantially similar to the attached amendment) to Contract Number 73635 with ESS to allow for the continuation of incoming Vote by Mail Election Mailing services for automated signature verification services for one year and six (6) month-to-month options in exchange for a continuation of a six (6) percent contract discount. The total estimated cost to extend this contract for one year and six (6) month-to-month options is \$114,603.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The current contract ends on February 28, 2015. The original contract included both outgoing and incoming Vote By Mail Election Mailing Services. On February 10, 2015, your Board approved a new contract for outgoing Vote by Mail Election Mailing services with ESS. The RR/CC seeks to amend and extend Contract Number 73635 with ESS for and additional one-year and 6-month-to-month options for incoming Vote by Mail automated signature verification services while the RR/CC

explores technological and cost-effective advancements in automated signature verification hardware and/or software..

The extension will allow ESS to continue providing rapid and accurate incoming Vote By Mail election mailing services for automated signature verification services for up to 1.5+ million incoming return ballot return envelopes during scheduled elections and on an as-needed basis for special elections. Scheduled elections include the Uniform District Election Law (UDEL), Primary and General Elections (i.e. Presidential). Special Elections are unscheduled elections that are conducted on as-needed basis (Elections Code 10002).

Services include on-site support and specialized software that quickly verifies voters handwritten signatures on return ballot envelopes (containing a voted ballot) using specialized software and equipment against an image of the voter's signature stored on the DIMS Election Management System.

The contract will be amended solely for incoming Vote by Mail Election Mailing services for automated signature verification services. The remaining services are no longer needed which will be reflected in the revised Statement of Work and Price Matrix. In exchange for the extension, ESS has agreed to a 6% contract discount and will not raise the current prices despite the growing number of Vote by Mail voters.

Without the extension, the RR/CC will have to manually verify voter signatures and it will hamper the RR/CC's ability to meet mandatory California Election Code election processing deadlines. The RR/CC currently processes 1.5 million+ Vote by Mail ballots during major elections. It is projected that the number of voters choosing to Vote by Mail will continue to rise.

According to the statistics on the Secretary of State website, in Los Angeles County, the total number of permanent Vote By Mail voters has increased for every election type since 1992, 1,467,621 (30%) voters are permanently issued a mail ballot out of 4,880,868 total registered voters (as of 12/23/14). In addition the RR/CC also issues temporary, one-time mail ballots to voters seeking a mail ballot for a single election only.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

1. Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/ FINANCING:

All federal and State (general, primary), and local elections are funded by Net County Cost (NCC).

For Amendment Number Seven to ESS Contract Number 73635, the estimated total contract amount for ASV services for the renewal period is \$114,603, yielding \$7,316 in savings due to the 6% contract discount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Your Board is authorized to approve this contract pursuant to Government Code Section 31000.

The Los Angeles County RR/CC is responsible and required to conduct federal, state and local elections. Pursuant to California Elections Code Division 3 (Vote by Mail Voting, New Resident, and New Citizen Voting), Chapter 1 (Vote by Mail Application and Voting Procedures), Section 3003, a Vote by Mail ballot shall be available to any registered voter.

CONTRACTING PROCESS:

The RR/CC seeks to procure or conduct a solicitation for Automated Signature Verification (ASV) services to verify voter signatures on Vote by Mail return ballot envelopes during the extension period. On August 14, 2014, the RR/CC's Contract Section issued a Request for Information to obtain responses from the vendors regarding new products and technology related to ASV hardware and software. The purpose of the RFI was research new ASV product solutions to potentially replace the RR/CC's aging ASV equipment. The response was wide and varied. The RR/CC is in the process of determining if procurement will suffice or a competitive solicitation better suits the RR/CC operational needs. The extension will allow time for the RR/CC to make a determination and proceed accordingly.

IMPACT ON CURRENT SERVICES:

The current Contract Number 73635 expires on February 28, 2014. The recommended contract will allow the RR/CC continue incoming Vote by Mail election mailing services without service interruption.

CONCLUSION

Upon approval by your Board, the Executive Officer is requested to return one (1) adopted copy of this letter to:

Department of Registrar-Recorder/County Clerk
Finance and Management Division
12400 Imperial Highway, Suite 7201, Norwalk, CA 90650
Attention: Francisco E. Perez, Assistant Division Manager

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DL:RF:fp

Enclosures

c: Chief Executive Office
Deputy CEO
Executive Office, Board of Supervisors
RR/CC Board Deputies
Chief Information Office
County Counsel

Draft

**AMENDMENT NUMBER SEVEN
TO AGREEMENT 73635
WITH
ELECTION SYSTEMS & SOFTWARE, LLC
FOR
ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

**AMENDMENT NUMBER SEVEN
TO AGREEMENT 73635
WITH ELECTION SYSTEMS & SOFTWARE, LLC
FOR ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

This Amendment Number Seven ("Amendment Number Seven") to Agreement Number 73635 ("Agreement") is entered into this _____ day of _____, 2015 by and between County of Los Angeles, a political subdivision of the State of California ("County") and Election Systems & Software, LLC ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Agreement was originally entered into by and between County and Global Election Systems, Inc. ("Global") and approved by the County's Board of Supervisors on September 4, 2001;

WHEREAS, under that certain Change Notice Number One to the Agreement dated January 22, 2002, the Agreement was amended to reflect, among other things, a change in the identity of Contractor's Project Manager;

WHEREAS, under that certain Change Notice Number Two to the Agreement dated January 29, 2002, the Agreement was further amended to, among other things, approve subcontracting of the inserting process of the Absentee Voter Ballot Material processing;

WHEREAS, under that certain Change Notice Number Three to the Agreement dated August 8, 2003, the Agreement was further amended to reflect, among other things, (i) the acquisition of Global by Diebold Elections Systems, Inc. and (ii) a further change in the identity of Contractor's Project Manager;

WHEREAS, under that certain Change Notice Number Four to the Agreement dated February 18, 2004, the Agreement was further amended to reflect, among other things, a further change in the identity of Contractor's Project Manager;

WHEREAS, under that certain letter from County to Contractor dated August 18, 2004, County exercised its option to extend the term of the Agreement for a six-month period from September 5, 2004 through March 4, 2005;

WHEREAS, under that certain Change Notice Number Six to the Agreement dated January 19, 2005, County exercised its option to further extend the term of the Agreement for an additional 90-day period from March 5, 2005 through June 2, 2005;

WHEREAS, under that certain Amendment Number One to the Agreement dated June 2, 2005, the Agreement was further amended to, among other things, (i) replace Exhibit A (Statement of Work) with a new Exhibit A1 (Statement of Work) (Amended June 2, 2005) and; (ii) further extend the term of the Agreement for one-year period from June 3, 2005 through June 2, 2006;

WHEREAS, under that certain Change Notice Number Seven to the Agreement dated April 7, 2006, the Agreement was further amended to, among other things, (i) replace Exhibit A1

(Statement of Work) (Amended June 2, 2005) with a new Exhibit A1 (Statement of Work) (Amended April 7, 2006) and; (ii) replace Exhibit B (Price Matrix) with a new Exhibit B (Price Matrix) (Revised October 19, 2005);

WHEREAS, under that certain Change Notice Number Eight to the Agreement dated May 1, 2006, County exercised its option to further extend the term of the Agreement for an additional one-year period from June 3, 2006 through June 2, 2007;

WHEREAS, under that certain Change Notice Number Nine to the Agreement dated March 12, 2007, County exercised its option to further extend the term of the Agreement for an additional 90-day period from June 3, 2007 through August 31, 2007;

WHEREAS, under that certain Amendment Number Two dated July 31, 2007 the Agreement was further amended to, among other things, (i) extend the term of the Agreement for an additional three-year period commencing September 1, 2007 through August 31, 2010, (ii) provide County with options to further extend the term of the Agreement for two (2) one-year periods and six (6) month-to-month periods; (iii) increase the Contract Sum by \$3,864,000; (iv) replace the current Exhibit A1 (Statement of Work) (Amended April 7, 2006) with a new Exhibit A1 (Statement of Work) (Amended September 1, 2007); and (v) replace the current Exhibit B (Price Matrix) (Revised June 1, 2006) with a new Exhibit B (Price Matrix) (Revised September 1, 2007);

WHEREAS, under that certain Change Notice Number Ten to the Agreement dated September 6, 2007, County amended the Agreement to recognize the corporate name change for Premier Election Solutions;

WHEREAS, under that certain Change Notice Number Eleven to the Agreement dated April 17, 2008, County amended the Agreement to, among other things, (i) incorporate the requirements and cost of modified return envelopes and provide for any urgent additional orders, (ii) replace the current Exhibit B (Price Matrix) (Revised September 1, 2007) with a new Exhibit B (Price Matrix) (Revised March 6, 2008);

WHEREAS, under that certain Amendment Number Three dated October 23, 2009, pursuant to the Board of Supervisors approval of the Contract Extension/Cost Reductions initiative, the Agreement was further amended to, among other things, (i) extend the Initial Term of the Agreement for an additional two-year period thereby extending the base contract coverage period to August 31, 2012, (ii) increase the Contract Sum by \$5,000,000 to account for the term extension; (iii) replace the current Exhibit B (Price Matrix) (Revised March 6, 2008) with a new Exhibit B (Price Matrix) (Revised September 15, 2009);

WHEREAS, under that certain Change Notice Number Twelve to the Agreement dated February 3, 2010, the Agreement was further amended to, recognize the purchase of Premier Election Solutions from Diebold to Election Systems & Software;

WHEREAS, under that certain Amendment Number Four dated August 2, 2011, the Agreement was further amended to, among other things, (i) exercise the first option year extension with a continuation of the 6% price reduction which originated under the Board's Contract Extension/Price Reduction Program; (ii) exercise the authority granted to the Registrar-

Recorder/County Clerk to increase the Contract Sum by 20% or \$1,772,800; (iii) change the identity of County's Project Director; (iv) change the identity of County's Project Manager; (v) change the identity of County's Project Monitor; (vi) replace the current Exhibit A1 (Statement of Work) (Amended September 1, 2007) with a new Exhibit A1 (Statement of Work) (Amended July 1, 2011); and (vii) replace the current Exhibit B (Price Matrix) (Revised September 15, 2009) with a new Exhibit B (Price Matrix) (Revised July 1, 2011);

WHEREAS, under that certain Amendment Number Five dated January 25, 2012 the Agreement was further amended to, among other things, (i) recognize the merger of Premier Election Solutions, Inc. with and into Election Systems & Software, Inc; and (ii) recognize the restructuring of Election Systems & Software, Inc. to a limited liability company, Election Systems & Software, LLC;

WHEREAS, under that certain Amendment Number Six dated August 28, 2013 the Agreement was further amended to, among other things, (i) exercise the last option one year extension and six month-to-month option periods effective September 1, 2013 through February 28, 2015; (ii) continue the six (6) percent price reduction which originated under the Board's Contract Extension/Price Reduction Initiative; (iii) replace Paragraph 12.1 (Indemnification) with a new Paragraph 12.1 (Indemnification); (iv) replace Paragraph 6.0 (Term), subparagraph 6.4, with a new Paragraph 6.0 (Term), subparagraph 6.4; (v) replace the current Exhibit B (Price Matrix) (Revised July 1, 2011) with a new Exhibit B (Price Matrix) (Revised September 1, 2013) to reflect the transition from a per-service-fee to a flat fee; and (vi) add Paragraph 52.0 (Guidelines for Media Sanitation);

WHEREAS, the County and Contractor wish to further amend the Agreement to, among other things, (i) extend the term of the Agreement for an additional one year and six month-to-month option periods commencing March 1, 2015 through August 31, 2016; (ii) delete Paragraph 6.0 of the Agreement and replace with a new Paragraph 6.0 (ii) replace the current Exhibit A (Statement of Work) (Revised July 1, 2011) with a new Exhibit A (Statement of Work) (Revised March 1, 2015); and (iii) replace the current Exhibit B (Price Matrix) (Revised September 1, 2013) with a new Exhibit B (Price Matrix) (Revised March 1, 2015); and

WHEREAS, this Amendment Number Seven is made pursuant to Paragraph 4.0 (Change Notices and Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement, as previously amended, is hereby further amended as follows:

1. Paragraph 6.0 (Term), of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 6.0 (Term) as follows:

"6.0 TERM

- 6.1 The "Term" of this Agreement shall commence upon approval by County's Board of Supervisors and will run through February 28, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

- 6.2 County authorizes the Registrar-Recorder/County Clerk, or his designee, to exercise, at his or her sole discretion, upon notice to Contractor, the option to authorize additional month-to-month extensions of the term for a period not to exceed six (6) months, at the end of the term if exercised effective from March 1, 2016 through August 31, 2016. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions in accordance with Exhibit B.
 - 6.3 As used herein and except where expressly stated to the contrary, the "Term" shall mean the initial Term, and if extended, each Extension year, as the case may be.
 - 6.4 County shall notify Contractor of any determination to extend this Agreement no less than thirty (30) Days before any extension period is to begin.
 - 6.5 Contractor shall notify the Registrar-Recorder/County Clerk when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of the event, the Contractor shall send written notification to Registrar-Recorder/County Clerk at the address herein provided in Paragraph 28 (Notices) of this Agreement."
2. Continues the six (6) percent price reduction which originated pursuant to the Board of Supervisor's Contract Extension/Price Reduction Initiative pursuant to Amendment Number Three dated October 23, 2009.
 3. Exhibit A (Statement of Work) (Revised July 1, 2011) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Exhibit A (Statement of Work) (Revised March 1, 2015), a true and correct copy of which is attached hereto and incorporated herein by this reference.
 4. Exhibit B (Price Matrix) (Revised September 1, 2013) of the Agreement is hereby deleted in its entirety and shall be replaced with a new Exhibit B (Price Matrix) (Revised March 1, 2015), a true and correct copy of which is attached hereto and incorporated herein by this reference.
 5. Except as otherwise provided under this Amendment Number Seven, the Agreement, as previously amended, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

**AMENDMENT NUMBER SEVEN
TO AGREEMENT 73635
WITH ELECTIONS SYSTEMS & SOFTWARE, LLC
FOR ABSENTEE VOTER BALLOT MATERIAL PROCESSING**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his/her designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ELECTION SYSTEMS & SOFTWARE, LLC

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

Tax Identification Number

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
VICKI KOZIKOUJEKIAN
Principal Deputy County Counsel

ABSENTEE VOTER BALLOT MATERIAL PROCESSING
STATEMENT OF WORK
(Amended 3/1/2015)

I. PURPOSE

The County of Los Angeles has up to 1,500,000 voters using the Vote By Mail ballot process in a major Election. The purpose of the Vote By Mail Voter Ballot Material Processing services is to assist the Registrar-Recorder/County Clerk (RR/CC) with the return processing of Vote By Mail Voter (VBM) ballots. The process includes processing the returned ballots and capturing the Vote By Mail Voter identification (VBM ID) so that the image of the voter's signature can be compared to the signature on the return envelope. VBM processing interfaces with the County's election management system so that the signature images can be automatically retrieved in the same order as incoming envelopes. This allows comparison of signatures quickly without entering the VBM ID for each voter.

Incoming Vote By Mail envelopes containing voted ballots are grouped by tray. Data associated with the tray, Tray Number and VBM ID, is in sequential order and provided in electronic media for upload into the County's voter registration system in support of signature verification. A signature capture to this process provides additional data elements consisting of signature clips associated with the tray envelopes. The data form will be compressed TIFF files named with the VBM ID.

1. Significant Events

Elections affecting the required services are as follows:

- Uniform District Election Law (UDEL) Elections are scheduled in November of odd numbered years.
- Primary Elections are scheduled in June of even numbered years.
- General Elections are scheduled in November of even numbered years.
- Special Elections are scheduled when called.
- Presidential Primary Elections are scheduled when called.

2. RR/CC Technical Systems and Interface Requirements

The RR/CC currently operates a Microsoft Windows 2012 domain server environment using TCP/IP and Ethernet as the primary network protocol. The RR/CC utilizes software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Visio, Microsoft Windows XP, Vista, & Windows 7 for desktops, Microsoft Windows Server 2003 and 2012 for servers, and Microsoft SQL Server 2008 and 2012 for database applications. The RR/CC reserves the right to upgrade to the most current version of Microsoft software listed above and shall notify CONTRACTOR of planned upgrades six months from commencement of such upgrades.

Any custom software and associated hardware software drivers identified by CONTRACTOR as not compatible with any planned upgrades shall be modified at CONTRACTOR'S expense in

order to become compatible. CONTRACTOR shall provide all Deliverables and other work hereunder so as to remain compatible with RR/CC's existing IT infrastructure. Since the VBM processing interfaces with the RR/CC's election management system, the CONTRACTOR will be required to work with the RR/CC to create the necessary interface, if required.

II. SCOPE OF WORK

Contractor shall:

1. Place return envelope containing voted ballot in tray in the same sequence as scanned.
2. Provide to RR/CC, in electronic media form, clipped signature from the image of the VBM voter's return envelope in a compressed TIFF format.
3. Interface with County election management system.
4. Automatically capture the VBM signature as part of the scan process.
5. Contractor shall keep current with, and bring to the attention of County, technology that would improve and enhance the VBM Voter Ballot Material Process.

III. TASKS AND DELIVERABLES

TASK 1 - PROJECT MANAGEMENT

Project planning and event management process are critical to track time-sensitive events that if not properly executed may compromise delivery and processing of VBM material. A comprehensive and detailed plan for each Election shall be developed by Contractor and delivered to County. This plan shall be known as the **Election Plan**.

County will meet with or submit a written request to Contractor no later than 88 days before the date of the Election (E-88) to formally request the use of Contractor's automated VBM Processing System. The written request shall include:

- The date of the Election
- Expected overall volume
- Expected average daily volume
- Expected highest peak in a 24-hour processing day
- County's administrative, operational, and technical contacts (including name, phone number, and email address); and
- County's overall Project Director.

At the time of County's request, County will instruct Contractor on the sorting of VBM material by ballot type or precinct as mandated by state or federal legislation/law.

Contractor upon receiving County's written request shall prepare and deliver the Election Plan, with attachments as defined in this Statement of Work (SOW), no later than E-76. County shall

review and approve the Election Plan no later than E-66. County will monitor/oversee Contractor's progress based on the approved Election Plan, the Agreement, SOW, and Amendments to the Agreement.

The Election Plan shall incorporate all Contractor tasks and subtasks listed in the Agreement, SOW, and any amendments to the Agreement.

The Election Plan shall include the following:

1. Name of Contractor staff who will be assigned as the onsite Project Manager for the Election. Project Manager shall possess at least three years experience performing similar VBM services in a jurisdiction with greater than 750,000 registered voters.
2. A list of Contractor Staff who will be assigned to provide onsite and/or offsite support for the following areas: a) Operations b) Administrative and c) Technical. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor tasks and subtasks required to successfully support the Election. Start and end dates and responsibility assignments shall be included. At a minimum, all of the tasks and subtasks in the Agreement, SOW, and Amendments to the Agreement shall be included in the list.
4. A list of tasks and subtasks that are to be executed by the County as determined by Contractor and after review and approval by County's Project Director.
5. A list of County approved subcontractor agencies that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that shall be provided. County approval shall be obtained prior to any subcontractor performance pursuant to Paragraph 14 (Subcontracting) of the Agreement.
6. A list of procedures for transfer of electronic files between the County and the Contractor and a preliminary schedule with cutoff dates. At a minimum, the list shall include transfer of initial batch of VBM records, daily transmittal of VBM records, software upgrades, patches or fixes, and any other files that Contractor deems necessary for successful completion of critical tasks. The preliminary schedule shall be reviewed and approved by the County before it is considered final. County is aware that changes to the approved schedule may be necessary and will be handled on a case-by-case basis.
7. A table showing category separation schemes and what postage rate is going to be used for each separation (First or Standard class). County will provide this information and Contractor shall validate and update their software if any new codes for the different VBM categories are identified.
8. A list of resources required by Contractor, to be provided by County, to successfully support the Election. Resources may include but not limited to office supplies, office space, administrative computers, printers, and other office or administrative related items.

9. A list of dates and location of periodic meetings that are to be held to review the Election Plan and report on status of critical tasks. Include a short description or agenda for each meeting.

County will be responsible for overall oversight and control of tasks identified in the Agreement, SOW and amendments to the Agreement. Contractor shall manage and coordinate all tasks and subtasks listed in the Election Plan. Contractor shall provide sufficient staff to complete its assigned tasks and subtasks as described in the Election Plan and report progress to County's Project Director in writing. Any delay in execution of any task that may materially or substantially delay legally mandated processing deadlines shall be reported to the Project Director within 24 hours of discovery. Any changes to the Election Plan must be reviewed and approved by the County's Project Director, such approval not to be unreasonably withheld or denied.

DELIVERABLE 1

Contractor prepares an Election Plan in compliance with Project Management specifications set forth above and delivers it to County by E-76. County shall review the Election Plan and submit final changes no later than 10 days after receiving plan from Contractor. Contractor shall review the changes requested by County and be prepared to discuss in detail within 48 hours.

TASK 2 - APPLICATION SOFTWARE

Contractor shall provide its existing VBM processing Application Software that automates, to the fullest extent possible and commercially reasonable, the functions required to handle the high volume of VBM applications in Los Angeles County. Contractor shall provide comprehensive and highly customized software that manages and controls both VBM outgoing and incoming processes. Application Software functionality shall include but not be limited to: sound data integrity checks, exception reporting, formatting of print output that conforms to USPS requirements, integration with County election management system, and automated tools for transfer of data to/from County election management system. At a minimum, Application Software shall include:

1. **Basic Data Capture:** A software application that supports the Voter Signature Verification return data containing the County election management system VBM ID number in specified order or group in a tray. This database shall be delivered to RR/CC on electronic media.
2. **Signature Capture:** A software application that will support Item 1 above plus provide additional data elements consisting of signature clips associated with the tray envelopes. The form of the data will be compressed TIFF files named with the VBM ID.
3. **Automated Signature Recognition (ASR):** An Application Software interface that allow operators to easily select trays (from a list of available trays). One, several, or all trays may be selected for processing. A tray is considered a batch and a unique batch number is assigned to each tray for tracking purposes. The Application Software must provide capability to allow specification of envelope, count per batch, and is usually set at or above 300 in Los Angeles County.

4. Contractor shall provide a report that list individual VBM ID numbers and envelope sequence numbers (by tray) and shall be available for on-demand printing. The report is to be organized into separate groupings by tray and by the following categories: a) challenged signatures and b) signatures that meet or exceed pre-determined verification thresholds. Both "A" and "B" will be provided in separate reports. A report that sorts by VBM ID number is available at the County election management system level after scanner data is uploaded.
5. The ASR Application Software shall enhance the Incoming Vote By Mail Ballot Material Process by reducing the current workflow; specifically by minimizing any manual side-by-side signature verifications which are processed utilizing County election management system. All signatures that meet or exceed pre-determined signature verification thresholds will not be presented for side-by-side manual verification and will be electronically sent to County election management system for automatic updating of VBM return status.
6. RR/CC agrees to provide access to a network folder that contains signatures exported from County election management system. An existing utility in County election management system shall be used to export signatures. After the first initial load of all available signatures on file, daily updates will be appended to the main file.
7. In order to allow operator to correct misscans, misfeeds, or any other physical or logical condition that causes the Application Software to challenge envelopes in a tray, the Application Software shall alert operator by sending the challenged envelopes into the error tray located on the backside of the output bin. The Application Software provides a process for rescanning just the challenged envelopes, rather than the entire tray.
8. ASR Application Software and associated physical components shall be scalable and able to meet RR/CC's requirement of being able to process 75,000 incoming envelopes within an 8 hour workday. Processing in this context is defined as going through the following series of discrete steps: a) scanning/endorsement; b) image recognition and storage; c) signature verification; d) file export; e) error and exception handling of challenged envelopes until they are deemed corrected or manually reconciled
9. ASR Acceptance Testing by RR/CC shall consist of conducting a test using files from a specified Election and Contractor agrees to provide a working version of the System (both hardware and software) and provide on-site/telephone technical and operational support. Scope of Acceptance Testing shall include end-to-end processing of envelopes from scanning to file export.

DELIVERABLE 2

Contractor provides its existing Application Software which manages and controls, to the highest extent possible and commercially reasonable, both VBM outgoing and incoming processes, including sound data integrity checks, exception reporting, printing that conforms to USPS requirements, and integration with County election management system for the transfer of data.

TASK 3 - INCOMING PROCESS

Contractor shall be required to process incoming VBM envelopes returned by voters. The return process starts approximately E-26 in varying amounts depending upon return mail quantities and continues through the 14th day after an Election (E+14). The quantity of the incoming mail typically increases with each day.

Incoming VBM envelopes (mailed back by voters) containing voted ballots are grouped into batches and dropped in trays. Application Software provided by Contractor shall be used to manage and track scanning of returned VBM envelopes and extraction of data needed by County election management system to verify signature and validate voted VBM ballots. Contractor shall provide upgraded scanner equipment when and if the same is developed to County to process the returned mail ballots. Scanner hardware shall be the sole property of County once purchased. Contractor shall arrange for maintenance/service technicians as needed.

1. Application Software together with System Hardware shall be capable of processing up to 75,000 envelopes in an 8-hour processing period. Processing shall begin at the point envelopes are scanned and include time expended for handling error conditions such as duplicates, misprinting of endorser number, misfeeds or jams, and any other condition that triggers manual counting and viewing of individual envelopes in a batch to verify counts and integrity of data.
2. Application Software shall automatically read and interpret data from barcodes printed on the envelopes. A single electronic file containing VBM IDs within each batch, in the order they were scanned, shall be generated and automatically sent to County election management system for further processing. If applicable, upon County completion of necessary modifications to the County election management system, an automated interface shall be developed and implemented to allow automatic transmittal and processing of electronic file directly to the County election management system.
3. Application Software shall automatically read and save clipped signature images from scanned envelopes. A single electronic file containing signatures within each batch, in the order they were scanned, shall be generated and automatically sent to County election management system for further processing. If applicable, upon County completion of necessary modifications to County election management system, an automated interface shall be developed and implemented to allow automatic transmittal and processing of electronic file directly to the County election management system. Signature files created from this subtask shall be automatically linked to the VBM ID file described in item #2 above.
4. Application Software shall have a verification mechanism for ensuring that the number of envelopes scanned in each batch or tray matches the count of records saved to files described in items #2 and #3 above. The same verification mechanism shall also verify that the records in these files are stored in the same order as when the envelopes were physically scanned.

5. After the envelopes are scanned and tracking reports are printed for each tray, County shall put them back in tray in the same order they were scanned.
6. In the event the automated interface described in items #2 and #3 above challenges any of the files, a method shall be available for manually uploading the files to County election management system. Contractor shall include procedures for such manual method in the Election Plan.
7. Scanner Equipment and monitor(s) shall have scanning capability of at least 2,400 envelopes per hour.

DELIVERABLE 3

Contractor processes all incoming VBM envelopes in conformance with the requirements of Incoming Process set forth above.

TASK 4 - REPORTS AND RECORDS

Contractor must produce a daily report, whose totals must balance to the number of records on the transaction file supplied by the RR/CC.

Contractor shall provide reports to County. These reports are needed to provide an audit trail of critical events and allow for quick identification of problems so that they can be resolved quickly. The reports shall also give the County, additional tools for reconciling/balancing workload and manually reconciling challenged records.

1. Report that shows count of records accepted, count of records challenged, reason why records were challenged, and VBM identification numbers (VBM ID) of challenged records. This report shall be known as the "Upload Summary Report."
2. Contractor shall maintain a file delivery log that contains at a minimum, filenames, delivery dates/times, count of records accepted (by file), count of records challenged (by file), and total record count (running totals and grand total). A copy of such log shall be delivered to County by 12:00 p.m. each day and shall show all accumulated file deliveries as specified by the County.
3. Contractor shall retain records of the use of ASR to confirm that payments due have been made in accordance with the Agreement terms. Contractor shall provide County with said records of ASR use, upon County's request.

DELIVERABLE 4

Contractor provides required reports with specified detail as described above to County on a daily basis.

TASK 5- OPERATIONS/TECHNICAL SUPPORT

Contractor shall assist with the County's statutory responsibilities in the preparation and delivery of VBM ballots to the voter. Contractor staff shall therefore insert material and prepare VBM mailing packets for delivery to the USPS as well as process all of the returned VBM ballots. County shall provide access to County facilities for Contractor staff for the purpose of training, on-site support, maintenance, and general management/supervision of the entire operation.

County designated staff reserves the right to stop the operation if at any time it appears that specifications are not being met, and to hold up the operations until satisfied that the conditions are as specified. Any such stoppage will be resolved without undue delay so as to minimize the interruption of operations.

Contractor shall provide sufficient staff at locations approved by County's to ensure timely completion of tasks and subtasks listed in this Statement of Work.

1. Contractor shall provide personnel to operate inkjet and inserting machines and associated peripheral equipment. Contractor supplied personnel shall perform the actual printing of required variable data on the envelopes, insertion of material into envelopes, and other operations specified by County.
2. Contractor shall provide personnel to operate software that controls and manages inkjet and inserting machines, file imports/exports, and associated peripheral equipment or operations that directly or indirectly support the automated VBM processing system. Contractor shall submit list of staff who will be working on-site, along with a short description of duties and responsibilities no later than E-66.
3. Contractor staff must be physically present and available at all times during County working hours, including evenings, weekends and holidays when Contractor specific processes are ongoing. On or before E-66 until E+14, Contractor staff shall report to RR/CC headquarters facility in Norwalk, unless otherwise specified, and shall be ready to support County staff, if applicable, in performing tasks and subtasks identified in this SOW.
4. Contractor shall arrange for availability of stand-by inkjet and inserting machine operators. Contractor shall also arrange service technicians that are capable of maintaining machine operations on the inkjet machine. Contractor shall be responsible for contacting Contractor to dispatch operator and/or technician as needed at a cost not to exceed price listed in Exhibit B (Price Matrix) of the Agreement.
5. County staff shall monitor all processing and preparation of VBM material so it is essential that Contractor staff are actually assigned onsite and physically present, where applicable, during County working hours.

DELIVERABLE 5

Contractor provides personnel and support services as required under Task 5 (Operations/Technical Support) above to County's satisfaction.

TASK 6 - SECURITY

County has statutory responsibilities in the preparation and delivery of the ballots to the voter. However, preparation for delivery to the USPS, and the processing of the return mail ballots, will be performed by Contractor who will be assisted by County personnel. County will provide access to Contractor personnel at all times during the entire process for the purpose of training, on-site support, maintenance and general supervision.

- 1) The County must maintain controlled access to storage spaces where the ballots are stored with a record of all employees having access to the area and a sign-in/sign-out log for all persons entering the space, including Contractor personnel.
- 2) Contractor will provide County with a list of all employees authorized to have access to the ballots and secure areas.
- 3) Contractor personnel responsible for training and providing on-site support shall display on their person a valid photo identification card.

RR/CC reserves the right to stop any or all operations if at any time it appears that specifications are not being met, and to hold up the operations until satisfied that the conditions are as specified. Any such stoppage will be resolved without undue delay so as to minimize the interruption of operations.

DELIVERABLE 6

Contractor provides County with list of all employees with access to ballot secure area. Contractor staff displays photo ID badges and abides by all County security requirements at all times while on site.

**ABSENTEE VOTER BALLOT MATERIAL PROCESSING
PRICE MATRIX**
(Amended 3/1/2015)

The billing components of the Agreement shall consist of Automated Signature Recognition (ASR), and Reduction/Discount. The unit price for each component shall be based on actual materials and/or services performed. Price shall include any and all charges including shipping, delivery cost, and all applicable taxes. Contractor shall invoice County for materials provided and services performed in accordance with this Price Matrix.

I. INCOMING MAIL PROCESS: SCHEDULED ELECTIONS AND SPECIAL ELECTIONS: The flat fee unit price shall include, but is not limited, to the following processes:

- A. Basic Data Capture to support the Voter Signature Verification return database containing the Voter Information Management System (VIMS) Absentee Voter Identification Number specified order or group in a tray. This database is delivered to RR/CC on electronic media.
- B. VoteRemote Signature Capture which supports item A. above additionally provides data elements consisting of signature clips associated with the tray envelopes. The form of the data will be compressed TIFF files named with the Absentee Voter identification.
- C. Automated Signature Recognition (ASR) is a specialized computer software program that compares signatures on absentee ballot with registered voter signature on file.
- D. RR/CC will provide the Contractor with a written report of its use of ASR within 30 days of each Election. The Contractor will invoice County based on the attached pricing structure.
- E. On-Site Project Management.

II. AUTOMATED SIGNATURE RECOGNITION SET-UP:

Contractor shall install ASR capability on one or more computers at the RR/CC Headquarters facility in Norwalk for use by or at the direction of Contractor to provide services to County. ASR will run on a dedicated PC with enough licenses to account for the county's volume over each 12-month period. Pricing per license based on attached pricing structure.

III. MISCELLANEOUS TIME AND MATERIALS CHARGE, EMERGENCY/RUSH ORDERS:

- A. An hourly rate for non-scheduled services (processing, maintenance, etc.) as requested and agreed to by the RR/CC.
- B. Due to unforeseen special circumstances, there may be a need for special products or services that are crucial to the success of an election. If such a determination is made by Registrar-Recorder/County Clerk or designee, Contractor shall provide RR/CC with a cost estimate for review and approval. No such product or service shall be provided

by Contractor without written approval of Registrar-Recorder/County Clerk or designee. At no time shall the cost of the product or service in conjunction with other Vote-by-Mail services provided in the Agreement exceed the maximum contract sum approved by the Board of Supervisors.

IV. REDUCTION/DISCOUNT

A. Extend the current six percent (6%) pre-tax cost reduction currently in place, for the contract extension effective March 1, 2015 through August 31, 2016.

V. INCOMING MAIL PROCESS; SCHEDULES ELECTIONS AND SPECIAL ELECTIONS PRICING: The incoming mail processing pricing and payment terms are set forth below. All invoices shall reference each component and specific description category as referenced herein:

	SERVICES	DESCRIPTION	UNIT PRICE
1	Incoming Mail Process-Scheduled Elections	<p>VoteRemote Signature Capture and Signature Verification scanning process: Signature Capture w/clipped image to VIMS voter registration system:</p> <p><u>Flat Fee Elections Included in Flat Fee</u></p> <ul style="list-style-type: none"> • November Countywide UDEL (\$24,400) • State Primary (\$68,518) • State General (\$125,582) <p>*Amounts set forth above shall be invoiced after each applicable election.</p>	\$218,500
2	Incoming Mail Process-Special Elections	<p>a. VoteRemote Signature Capture and Signature Verification scanning process: Signature Capture w/ clipped image to VIMS voter registration system.</p> <p>Flat Fee for County Wide Special Elections</p> <p>Flat Fee for non-County Wide Special Elections (Special Elections are any election outside of an UDEL Election, Primary Election, and General Election</p> <p>b. One time setup charge per CPU (Each CPU is capable of handling 1.5 million ASR attempts in a 12 month period. During peak years it may be necessary to install a secondary ASR machine.)</p> <p>*Amounts set forth above shall be invoiced after each applicable election.</p>	<p>\$65,000</p> <p>\$1,000</p> <p>\$6,000</p>
3	Reduction/Discount	a. Cost reduction/discount	6%



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
3.045	<u>Countywide Energy and Environmental Sustainability</u> Policy	12/19/2006

PURPOSE

The Countywide Environmental Sustainability Policy (hereinafter, "Policy") provides direction and guidelines for the development of a County Sustainability Council (hereinafter "Council") and Los Angeles County Sustainability Program Framework (hereinafter "Framework") and enhancement of an energy conservation and environmental program for County departments. The Council will develop the Framework, which will ensure that County services are provided, internal operations are conducted, and facilities are operated in a manner that: reduces consumption of energy sources; enhances quality of life for residents; and protects natural resources. The Council will establish program goals and objectives under the Framework. The Council will also monitor departmental adherence to the Framework and provide periodic reports/updates to the Board of Supervisors on the status of the Council's efforts, the Framework, and Countywide compliance with the Framework. Establishes the County Office of Sustainability (COS) to develop program goals and objectives and to monitor and provide periodic reports to the Board of Supervisors on the status of the County Energy and Environmental Program.

REFERENCE

August 8, 2006, [Board Order 4, Amendment](#)

December 19, 2006, [Board Order 44](#)

March 17, 2009 [Board Motion](#)

May 12, 2009 [Board Motion](#)

May 25, 2010 [Board Motion](#)

[July 3, 2012 Board Motion \(See Section VI, Item 55A\)](#)

County General Plan, County Community Climate Action Plan (which is subsumed within the General Plan), and County Municipal Climate Action Plan, all of which are currently being finalized.

o [County General Plan: County General Plan](#)

o [County Community Climate Action Plan: County Community Climate Action Plan](#)

- o [County of Los Angeles Strategic Plan \(See 2014 Update Goal 2, Strategic Initiative 5\).](#)

POLICY

Preamble:

It is the policy of the Board of Supervisors that all County departments provide services, conduct internal operations, and operate facilities in a manner that reduces environmental impacts associated with the consumption of energy, water, and other natural resources; promotes the use of renewable energy sources; and enhances the quality of life. ~~implement the County Energy and Environmental Programs for energy conservation and environmental stewardship. The County Energy and Environmental Policy consists of the following elements:~~

Detailed Description:

- The Policy shall provide authority and direction for County departments to implement sustainability measures throughout the County.
- County departments shall convene to form the aforementioned Council.

A. The Council shall consist of Leadership Committee, Coordination Committee, and task-based, Cross Departmental Work Groups:

- o Leadership Committee shall consist of County Department Directors of Internal Services, Regional Planning, and Public Works. The Leadership Committee shall report to the Chief Executive Office. The Leadership Committee provides leadership to the County Sustainability Council including prioritizing sustainability initiatives, policy and program development, and monitors overall progress. The Leadership Committee forms task-based Cross Departmental Work Groups.
- o Coordination Committee shall consist of Sustainability Officers (leads) of County Departments recommended by the Leadership Committee, and shall report to the Leadership Committee. The Coordination Committee coordinates actions/projects and priorities, recommends County sustainability goals and targets, and recommends development of new policies and programs.
- o Cross Departmental Work Groups shall consist of representatives of County Departments with recommendation by the Leadership Committee to conduct specific tasks as needed. Work Groups shall report to the Coordination Committee. Work Groups are tasked with specific actions and projects such as to conduct studies, evaluate existing practices and gaps, or make recommendations to the Coordination Committee for appropriate actions, timelines, and resource needs.

B. The Council shall develop the Framework that will:

- o Develop and maintain environmental sustainability programs for County services and internal operations; and develop consistent approaches to measuring progress and accomplishments within departments and Countywide. The County

has implemented, and will continue to implement, a wide variety of environmental sustainability programs as part of policy, regulatory requirements, and legislation. The Council will organize, describe and update these collective efforts as part of the Framework.

o Align programs, proposals, reviews, assessments, implementation and evaluation under various Board directives, State and local policies, and legislative and regulatory requirements.

o Facilitate inter-departmental collaboration on: coordinating Countywide sustainability programs and efforts; developing synergies between departmental programs; exchanging information; sharing technology; coordinating communications to the Board as well as to regional, statewide or other sustainability stakeholders; and leading efforts to acquire funding for promotion or implementation of Countywide and/or regional sustainability programs.

o Assess, evaluate and generate responses to: Board requests or motions on Countywide sustainability issues; local or regional sustainability policies or activities; State or Federal sustainability policy or legislation; Governor Executive Orders related to sustainability; and/or State ballot initiatives on sustainability issues.

o Through selected representatives, represent the County in collaboration with other local, regional, statewide or other sustainability programs or efforts; at regulatory and legislative venues dealing with sustainability issues; and at other sustainability activities and events.

o Determine if funding or revenue generation is necessary in conjunction with its activities.

- Energy and Water Efficiency Program
- Environmental Stewardship Program
- Public Outreach and Education Program
- Sustainable Design Program

~~➤ The County will establish and maintain an Energy and Environmental Program targeted at reducing greenhouse gas production due to County operations and will participate with other regional stakeholders in reducing greenhouse gas production Countywide.~~

~~➤ The County will develop and maintain a Climate Action Plan for internal County operations and for County Unincorporated Areas; and participate in regional efforts to develop and implement a Countywide Climate Action Plan (CAP); the Countywide CAP will include creation of a Greenhouse Gas (GHG) emissions baseline, establishment of GHG emissions reduction targets, creation of strategies to achieve those targets, and development of a climate change adaption model.~~

~~➤ The COS will serve as a single point of contact with the County for: Coordination of and support for County and Countywide activities; providing assessment and advice on new program elements, legislative, and regulatory issues that impact the Energy and Environmental Policy.~~

- ~~➤ The County will implement a wide variety of energy and environmental programs as part of policy, regulatory requirements, and legislation. All of the County's efforts in these areas shall be organized, described and updated on a single County "green" website.~~
- ~~➤~~
- ~~➤ The County will continue to incorporate sustainable, "green building" technologies into the design of new capital improvements and major refurbishment projects; and specifically the County will achieve Leadership in Energy & Environmental Design (LEED) certification at the Silver level for all new County buildings of at least 10,000 square feet in size.~~
- ~~➤ The County will establish a goal of reducing energy consumption in County facilities by 20% by the year 2015 using 2003 as the benchmark.~~

~~All of the Policy activities listed above, and others are discussed in more detail in the addendum to this policy.~~

RESPONSIBLE DEPARTMENTS

~~The Internal Services Department, (ISD) shall provide oversight for the Energy and Environmental Policy through its COS. ISD shall work with all Departments within the County to implement the Policy and programs. ISD shall coordinate implementation of the Board Policy with the Chief Executive Office, Department of Public Works, and Department of Regional Planning shall convene initial meetings under the Policy toward the development of the Council and Framework.~~

~~ISD shall continue to advise and support the Chief Executive Office and Department of Public Works on the incorporation of sustainable, "green building" technologies into the County's Capital program.~~

DATE ISSUED/SUNSET DATE

Issue Date: December 19, 2006

Issue Date: February 17, 2011

Issue Date: ??, 2015

Sunset Review Date: December 19, 2010

Sunset Review Date: December 20, 2014

Sunset Review Date: ??, 2019