



Buyer: RLB

CONTRACT NUMBER:006119

Event # 004854

**CONTRACT** between the **COUNTY OF OAKLAND** and **CONTRACTOR**

<b>Not To Exceed Amount: \$1.00</b>		<b>Effective Date: 8/12/2020</b>	<b>Expiration Date: 8/12/2023</b>
<b>Contract Description:</b>		Inmate Mail Service - P	
<b>Contractor Information:</b>		<b>Contract Administrator:</b>	
SMART COMMUNICATIONS HOLDING, INC 10491 72nd St Seminold, FL 33777 <b>Vendor No: 23130</b>		Jonathan Logan SMART COMMUNICATIONS HOLDING, INC 888-253-5178 jon.logan@smartcommunications.us	
<b>Compliance Purchasing Office Information:</b>		<b>County Contract Administrator and Using Department:</b>	
Richard Brower OAKLAND COUNTY 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Mike Timm OAKLAND COUNTY I.T. 1200 N. Telegraph Rd. Building 49 West Pontiac, Mi 48328 248/858-0857 timmmr@oakgov.com	

The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN: Jon Logan  
Jon Logan (Aug 12, 2020 14:03 EDT)

**FOR THE COUNTY:**

SIGN: Michael R Timm  
Michael R Timm (Aug 13, 2020 14:55 EDT)

Contract Administrator

SIGN: Scott N. Guzzy  
Scott N. Guzzy (Aug 13, 2020 14:57 EDT)

Pamela L. Weipert, CPA, CIA, Compliance Officer  
or

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

cjs

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

**§1. CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.

- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1.  Exhibit I: Contractor Insurance Requirements
- 1.8.2.  Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3.  Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4.  Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5.  Exhibit V: Federally Funded Contract Requirements
- 1.8.6.  Exhibit VI: Software License(s)
- 1.8.7.  Exhibit VII: License for Use of County Servicemark
- 1.8.8.  Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9.  Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability Act (HIPPA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.

- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.

## §2. **CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

**§3. CONTRACT ADMINISTRATION AND AMENDMENTS**

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work,

Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

**§4. CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience or Default.** The County may terminate or cancel this Contract, in whole or part, at any time, upon 1 years' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.

The County may also terminate or cancel this Contract if Contractor defaults in the performance of any obligation under this Contract by providing 30 days' notice to Contractor specifically describing the nature of the default and clearly notifying Contractor that the written notice is being provided pursuant to this provision. Contractor shall have 30 days after receipt of the notice to cure the default. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period, not to exceed 90 days, as long as Contractor has made good faith attempts to cure the default. If Contractor does not cure the default within the right to cure period, then County may immediately terminate the Agreement upon notice to contractor without incurring obligation or penalty of any kind.

- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

**County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business

opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.3. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.4. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

## **§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this

Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost, fee, fine, penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

**§6. CONTRACTOR'S WARRANTIES AND ASSURANCES**

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.



- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks

will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.

- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired

County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 6.13. **Taxes.**
- 6.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property

taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

- 6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 6.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract.
- 6.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 6.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

## **§7. LIABILITY**

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.

- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- §8. **CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- §9. **INTELLECTUAL PROPERTY**
- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 9.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c)

accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

**§10. CONFIDENTIAL INFORMATION**

10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

**§11. COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.

11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS),

Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.

- 11.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 11.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **County Standards.** If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 12.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 12.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.

**§13. GENERAL TERMS AND CONDITIONS**

- 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of



any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.

- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.
- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
- 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms

and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

- 13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.

- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 13.18. **Notices.**
- 13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.
- 13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

- 13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**EXHIBIT I**

**CONTRACTOR INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

**Primary Coverages**

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1.  Fully Insured or State approved self-insurer.
2.  Sole Proprietors must submit a signed Sole Proprietor form.
3.  Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

**Supplemental Coverages – As Needed**

1.  **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2.  **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3.  **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4.  **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or provided by Contractor.
5.  **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when storage, transportation and/or cleanup & debris removal of pollutants are part of the services utilized.
6.  **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
7.  **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when County owned vehicles and/or equipment are stored and/or serviced at the Contractors facilities.
8.  **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

### **General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

## EXHIBIT II

### **BUSINESS ASSOCIATE AGREEMENT (Health Insurance Portability and Accountability Act Requirements)**

Exhibit II is a Business Associate Agreement between Contractor (“Business Associate”) and the County (“Covered Entity”). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as “Agreement.” The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** “Business Associate” means the Contractor.
  - 1.2 **CFR.** “CFR” means the Code of Federal Regulations.
  - 1.3 **Contract.** “Contract” means the document with the Purchasing Contract Number.
  - 1.4 **Contractor.** “Contractor” means the entity or individual defined in the Contract and listed on the first page of this Contract.
  - 1.5 **Covered Entity.** “Covered Entity” means the County of Oakland as defined in the Contract.
  - 1.6 **Designated Record Set.** “Designated Record Set” is defined in 45 CFR 164.501.
  - 1.7 **Electronic Health Record.** “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
  - 1.8 **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
  - 1.9 **HITECH Amendment.** “HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
  - 1.10 **Individual.** “Individual” is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
  - 1.11 **Privacy Rule.** “Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 1.12 **Protected Health Information.** “Protected Health Information” or “PHI” is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - 1.13 **Required By Law.** “Required By Law” is defined in 45 CFR 164.103.



- 1.14 **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** “Security Incident” is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** “Security Rule” means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.
- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, “discovery” means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable

diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.
- §3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.
- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as

Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

**§4. OBLIGATIONS OF COVERED ENTITY.**

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

**§5. EFFECT OF TERMINATION.**

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return, or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

**§6 MISCELLANEOUS.**

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

### EXHIBIT III

#### REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII (Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

#### 1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

#### 2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the County shall include the

following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

## EXHIBIT IV

### REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA (Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

#### 1. **Definitions**

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

#### 2. **Obligations**

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>



## EXHIBIT V

### FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
  - 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
  - 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
  - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - 3.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");

- 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
5. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
  - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 5.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.7 The Contractor will include the portion of the sentence immediately preceding paragraph E (1) and the provisions of paragraphs E (1) through E (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



## EXHIBIT VII

### LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically:

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor's website: [insert website address].

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

### Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

## OAKLAND COUNTY, MICHIGAN

### LOGO BRAND STANDARDS


#### PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

**HORIZONTAL "TWO TREES" LOGO**



**STACKED LOGO**



#### BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347	PMS Black C
CMYK 84.15.78.2	CMYK 0.0.0.100
RGB 0.154.102	RGB 0.0.0
HEX #009A66	HEX #000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

**Destination Oakland Blue**

PMS 2925 | CMYK 85.21 0.0 | RGB 0.155.222



**Prosper Orange**

PMS 715 | CMYK 0.5487.0 | RGB 245.141.46



#### WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



#### QUESTIONS


For questions or clarification on these brand standards, please contact:

Pam Tremble  
Graphic Designer  
County Executive Administration  
(248) 858-8964 | [tremblep@oakgov.com](mailto:tremblep@oakgov.com)




Adobe Swatch Exchange

The official .ase file is available upon request









Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



**EXHIBIT VIII**

**ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS**

I, \_\_\_\_\_, acknowledge that I am an employee or subcontractor of  
(Name of Contractor’s Company): \_\_\_\_\_

(hereinafter “Company”) under Contract #: \_\_\_\_\_, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

**I understand that:**

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County’s employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

**I acknowledge that:**

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

*\*Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office - Purchasing Unit at [Purchasing@oakgov.com](mailto:Purchasing@oakgov.com) to receive a County Identification badge.*

## EXHIBIT IX

### SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

**Includes the following attachments, which are fully incorporated into this Exhibit IX:**

1. Attachment A: Master Services Agreement
2. Attachment B: Schedule of Services Agreement
3. Attachment F: Architecture Diagram at Oakland County Jail
4. Attachment G: Project Implementation Plan
5. Attachment H: Statement of Work

Note: There are no Attachments C, D or E, which are intentionally omitted.

#### **1. Introduction**

- 1.1. Smart Communications shall be responsible for all costs associated with the design, installation, electrical, cabling, licensing, configuration and maintenance with providing the “MailGuard Postal Mail Elimination” and “SmartInmate” electronic messaging service, including the JMS interface, along with an ongoing training operations at the Oakland County Jail. The Oakland County Jail may also be referred to as the Oakland County Detention Center in the Attachments to this Exhibit. Smart Mail agrees to use previously authorized Oakland County contractors for fiber installation and low voltage and electrical wiring.
- 1.2. Smart Communications will provide the following:
  - 1.2.1. Implementation services to fully design, configure, install and deliver a complete “MailGuard Postal Mail Elimination” and “SmartInmate” Electronic Messaging service. This involves Kickoff, Design, Configuration, Testing, User Acceptance, and complete Installation (these tasks and all others necessary to create, use, and maintain the system are collectively referred to as the “Project”).
  - 1.2.2. Onsite training classes for general and administrative functionality at the Oakland County Jail, along with the availability of ongoing on-line classes at least one week prior to going live with the system. All training materials will be provided and shipped at Smart Communications’ expense.
  - 1.2.3. Project Change Request to manage change during the Project.
  - 1.2.4. Project Acceptance that will follow user acceptance testing.
  - 1.2.5. Service Management and ongoing Support.
  - 1.2.6. Roles and Responsibilities that demonstrate how and what Smart Communications and the County will be responsible for during the Project.
  - 1.2.7. Pricing that defines the price for “MailGuard Postal Mail Elimination” and “SmartInmate” Electronic Messaging service to inmates and inmate friends and family.



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-858-0511 | [purchasing@oakgov.com](mailto:purchasing@oakgov.com)



## **2. Implementation Services**

### **2.1. During the Implementation Phase:**

- 2.1.1 Oakland County will provide a main point of contact at Oakland County to work with the Smart Communications Account Manager and project team throughout the implementation process. The Oakland County Project Manager will be responsible for supervising the complete implementation of the new system and coordinate weekly status meetings with the project team.
- 2.1.2 Oakland County will provide OCSO and IT staff to assist/support Smart Communications personnel with IT related questions.
- 2.1.3 Oakland County will provide security clearance for cleared Smart Communications employees assigned to work at the Oakland County Jail.
- 2.1.4 Smart Communications will send CJIS Compliant Smart Communications to the Oakland County Jail for installation and on-going support services.
- 2.1.5 Smart Communications will start the implementation no earlier than July 1, 2020 and will complete production turnover by September 30, 2020.
- 2.1.6 Smart Communications will comply with all health requirements as required to comply with the COVID 19 restrictions at the jail.

### **2.2. Kick-Off**

Conduct a Kickoff Meeting, on site or through a conference call, as agreed upon with the County, to initiate the various activities described in this Scope of Services. The Kickoff Meeting shall include:

- 2.2.1. An introduction of individuals from the County and Smart Communications who will be involved in the Project and a review of roles and responsibilities of both parties.
- 2.2.2. A discussion of County's needs and expectations.
- 2.2.3. A discussion of a tentative timeline for the Project including the identification of all phases for each release of the Project from Implementation through support after the Final Release.
- 2.2.4. A definition of any critical business schedules or deployment considerations that might impact the Project's timeline.
- 2.2.5. Identification of points of contact for technical and administrative activity, including email, mobile telephone, as well as after-hours contact guidelines for Smart Communications.
- 2.2.6. The method that will be used by County to report support issues to Smart Communications.
- 2.2.7. The technical support that will be required from the Kickoff Meeting through the Final Release.
- 2.2.8. A review of this Scope of Services Exhibit.

### **2.3. Design and Configuration**

- 2.3.1. Smart Communications will obtain written approval from the County (Oakland County Sheriff's Office and IT) on the design and configuration of the system prior to installation.
- 2.3.2. Smart Communications will provide the County with a project Architecture document and Configurations Specifications document (including photos) prior, during and after the project installation
- 2.3.3. The County will conduct a final onsite review of the installation and documentation with the Smart Communications at the Oakland County Jail prior to going live with the system. The County will provide the Smart Communications with written approval on the design and configuration in order to go live with the system.
- 2.3.4. The Smart Communications will keep the Architecture Document and Configurations Specification Document current and will send the County all updates in a timely manner.
- 2.3.5. Smart Communication will provide all labor, materials, and means of work to install, maintain and/or repair the entire SmartMail Inmate Mail Scanning System supporting infrastructure consisting of SmartKiosks and SmartTablets at no cost to the Oakland County Sheriff's office or inmates.
- 2.3.6. Smart Communications will be allowed to plug a single network device into the existing power in IDF1 into an available, existing wall receptable and not the UPS.
- 2.3.7. Oakland County Sheriff's Office does not require a Smartmail provided color printer at the Jail.

#### 2.4. Deliverables

Smart Communications shall develop and provide County with the following Deliverables:

- 2.4.1. **Initial Work Plan** that describes the build order of the Initial Release, with initial framework, and subsequent modules thereafter through the Final Release.
- 2.4.2. **Detailed Plan** including activities, tasks, roles, assignments and milestone dates for the Initial Release and each subsequent module through the Final Release. The Detailed Plan will be used by the Smart Communications and County to build the Project schedule with dates and an overview of the Deliverables. The Detailed Plan shall be maintained and updated by Smart Communications on a continuous basis and provided to County for review after each update. Smart Communications shall finalize the Detailed Plan one month after the Kickoff Meeting.
- 2.4.3. **Specifications List** which shall include hardware and software specifications.
- 2.4.4. **Communications Plan** that will be used by County and Smart Communications during the term of the Project to keep County users informed about the status of the Project.
- 2.4.5. **Status Reports**, as required by the County, at agreed upon intervals (e.g. weekly) that summarize the work completed by Smart Communications. These reports will be used to measure the efficiency, progress, performance and quality of the Project.

- 2.4.6. **Bi-Weekly Meetings with End Users** shall be conducted on an ongoing basis throughout the Project.
- 2.4.7. **Design Documents** that identifies the infrastructure, hardware and software for the Smart Communications system. Smart Communications shall not begin installation until it has obtained County's written approval of the final Architecture Document and Configurations Specifications Document.
- 2.4.8. **Architecture Diagram (Appendix D)** containing the layout of the system including security controls, firewalls, IP addresses, and other resources. This Architecture Diagram shall be finalized within one month after the Kickoff Meeting.
- 2.4.9. **Configuration Specifications for the Oakland County Jail** containing detail specifications and installation photos.
- 2.4.10. **Implementation Checklist** of the tasks County and Smart Communications need to perform to implement the Project.
- 2.4.11. **Post Implementation Support** Smart Communications shall provide support to County as outlined in section 6.
- 2.4.12. **Closeout Notification** that contains a summary of the Deliverables described in this section and provided by Smart Communications to County for final Acceptance of the Project.
- 2.4.13. **User Acceptance Testing**
  - Smart Communications shall meet with County to review the status of devices and review the User Acceptance Test Plans for each device.
  - Ensure that final User Acceptance Test Plans are based on configuration and requirements documents approved by County.
  - Use the User Acceptance Test Plans to demonstrate to County that the configurations were implemented correctly, and that the Devices and modules are functioning and performing properly.
  - Test firmware and software updates to verify compliance with County systems before they are implemented in the field.
  - Agree to utilize an Issue Log to document changes to requirements, issues/problems that arise through the course of design, configuration, implementation and testing of the system.

## 2.5. Installation and Configuration

Smart Communications shall:

- 2.5.1. Advise the County on what is needed to begin configuration and installation at the Initial Release site as well as when the Final Release can be installed at the Oakland County Jail.
- 2.5.2. Pay all shipping and transportation costs of equipment needed at the Oakland County Jail.
- 2.5.3. Will be responsible for the installation of equipment, SmartTablet devices,

- SmartKiosk devices, computer network, internet connection, WIFI and electrical components at no cost to Oakland County.
- 2.5.4. Will service all equipment in a timely manner at no cost to Oakland County.
  - 2.5.5. Install a secure, dedicated gigabit network within the Oakland County Jail to fully support the SmartKiosk and SmartTablet system.
  - 2.5.6. The network will feed back to a central firewall that will control all traffic on the network.
  - 2.5.7. All services will be accessed from SmartMail hosted data centers through the firewall over a broadband connection capable of handling download speeds of 30Mbps.
  - 2.5.8. Oakland County will provide SmartMail Communications with internet access only. Smart Communications will reimburse Oakland County for internet access based on the bandwidth needed for both Smartmail and Guard1 and provide all equipment needed to connect to Oakland County's existing ISP. Smart Communications will be invoiced \$248 by Oakland County on a quarterly basis for use of a single static IP address that's public facing for use from the outside into the facility.
  - 2.5.9. Smart Communications will pay the invoice to Oakland County within 30 days of receipt.
  - 2.5.10. The Smart Communications application will not utilize more than 50 MPEGs bandwidth for ISP.
  - 2.5.11. Ensure that the wireless network does not interfere with existing systems.
  - 2.5.12. The wireless network will use the 2.4Ghz or 5Ghz frequency space and channels can be specified for each access point as needed.
  - 2.5.13. The SmartKiosk and SmartTable software will be programmed at the operating level to only connect to Smart Communications secure networks and will never connect to open networks or other secure networks that may be present.
  - 2.5.14. No Smart Communication functions will be cashed on any Oakland County in-house servers.
  - 2.5.15. Test the installed software with the Oakland County Jail staff (including settings and functionality).
  - 2.5.16. Fine tune and adjust software settings and functionality as required.
- 2.6. Functionality:
- 2.6.1. Must conform to established County policy regarding the disclosure of confidential or privileged information in all matters involving information of the offender.
  - 2.6.2. All records and data relating to the offender will remain the sole property of the County.
  - 2.6.3. Provide the Oakland County Jail local access to Smart Communications electronic management system.
  - 2.6.4. Every inmate in the Oakland County Jail will be provided two (2) message credits per

- week. Any additional messages will be charged at \$0.50 each.
- 2.6.5. Smart Communications will maintain the original copies of inmates' mail for a minimum of 30 days.
  - 2.6.6. SmartEd and SmartReentry education modules and court ordered courses will be loaded and available to inmate at no charge to the inmate or Oakland County Sheriff's Office.
  - 2.6.7. All non-privileged messages and mail processed through Smart Communication will be archived for (7) years to be available and searchable by the Oakland County Sheriff's Office to assist in criminal investigations.
  - 2.6.8. Receive, scan and make mail available at a minimum of 5 days per week excluding Federal Holidays.
  - 2.6.9. Process and make available high definition color scans of inmate mail within 24 hours of it being received by the Smart Communications.
  - 2.6.10. Provide user friendly, secured, waterproof, aluminum keyboards with SmartKiosk devices.
  - 2.6.11. Provide kiosks with a minimum screen size of 17 inches.
  - 2.6.12. Provide inmate tablets custom designed for correctional environments.
  - 2.6.13. SmartTablet devices must have at a minimum of current release minus one version of the operating system.
  - 2.6.14. Provide independent durability testing with supporting documentation of tablet durability.
  - 2.6.15. Provide custom, wall mounted, self-charging stations to charge SmartTablet devices. Each charging station must charge up to 10 SmartTablets wirelessly, without cords or exposed charging ports with no staff involvement required. Each charging station must have FCC compliant certification.
  - 2.6.16. Smart Communication must comply with all state statutes, laws, regulations, standards and policies.
  - 2.6.17. Smart Communication will host the facility's commissary Smart Communications's ordering function on their hardware for no additional costs.
  - 2.6.18. Smart Communication will provide SmartRequest Digital Request, Grievance and Medical Form module for no charge.
  - 2.6.19. Provide Oakland County Sheriff Office staff with the ability to create electronic detention forms via customizable SmartRequest Digital Request, Grievance and Medical Forms module at no charge.
  - 2.6.20. Provide ability to post inmate handbooks, PREA notices, and any other documentation needed to distribute to inmates with a "mandatory acknowledge" feature to confirm receipt.
  - 2.6.21. Provide OCSO staff the ability to quickly and easily initiate communications with inmates via the Smart Communications management dashboard. Messages are accessible to inmates on SmartKiosk and SmartTablet devices.

- 2.6.22. Provide SmartKiosk and SmartTablet devices to host all proposed programming.
- 2.6.23. Smart Communications agrees to be the sole provider of the mail scanning service. No portion of software, hardware or service may be performed or subcontracted to other parties.
- 2.6.24. Smart Communications must own and operate every aspect of the mail processing service, labor, software and hardware.
- 2.6.25. Smart Communications will provide all equipment required to provide service to the Oakland County Jail at no cost to Oakland County.
- 2.6.26. Smart Communications agrees to provide the complete infrastructure to support inmates SmartKiosk and SmartTablet device.
- 2.6.27. Smart Communication agrees to provide enough SmartKiosk and SmartTablet devices at the following ratio:
  - (1) SmartTablet device for every (6) inmates.
  - (1) SmartKiosk device for every (20) inmates.
- 2.6.28. Provide SmartInmateMail Electronic Messaging System at no charge to the County pre- configured to allow confidential electronic messaging for legal communication between attorney's and their inmate clients at no charge.
- 2.6.29. Provide OCSO facility staff with total control of every aspect of communications through the system.
  - Approve or reject inmate mail, messages or photos
  - Search via keyword inmate mail and messages
  - Create and distribute electronic detention forms
  - Post documents to and notices to inmates
  - Send inmate messages
  - View and track public user activity and locations
  - Generate defined reports.

## 2.7. Interfaces

- 2.7.1. Smart Communications will pay Oakland County a one-time fee of \$3,180 for the development, deployment, testing and initial support of the automated API interface file payable upon execution of this contract.
- 2.7.2. Oakland County will provide Smart Communications an automated hourly inmate data feed including each active inmate's PIN, first name, last name, gender, date of birth, facility and housing location within that facility. Inactive inmates will not be included. The file can be in plain text CSV format with a push to Smart Communications via FTO or other mutually agreed transfer method.

## 3. **Training**

- 3.1. Smart Communication will provide on-site training to Oakland County staff at no cost during the project implementation to cover all functions and features of the system.

- 3.2. Smart Communications will provide Oakland County staff with training documentation and user guides.
- 3.3. The training materials will be updated by the Smart Communications and distributed to County to include any changes made to the Devices and software specific to the system functionality.
- 3.4. The training session will cover all aspects of the System's hardware and software inclusive of administration, operation and report production.
- 3.5. Remote/online training will be available after project implementation.
- 3.6. Additional on-site training, training documentation and user guides, along with remote/online training sessions requested by Oakland County will be provided at no cost throughout the duration of the contract.

#### **4. Project Change Request Process**

- 4.1. There may be instances when the scope or requirements of the Project may need to be modified or the County will request a change to the project scope. If this happens:
  - Project Change Request (PCR) will be created by the Smart Communications and presented to the County for County review and approval with effect that the proposed change will have on price, schedule, and other terms and conditions of this Scope of Services.
  - The PCR will indicate any proposed changes in services or Deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
  - Smart Communications may not provide any additions or modifications described in a PCR unless an amendment to the Contract is signed by both Parties, as provided in the Contract.

## **5. Project Acceptance Criteria**

### **5.1. Acceptance Criteria**

- 5.1.1. All required Deliverables shall have acceptance criteria that shall be passed before approval can be met on said requirement.
- 5.1.2. The framework, each module, and interface will be agreed to, in writing, as they are built.
- 5.1.3. Final acceptance shall occur only by County's written acceptance, upon completion of the code for the framework, all modules, and all interfaces as well as passing all User Acceptance Tests.
- 5.1.4. Oakland County will submit approval to proceed with turning up the service. Smart Communications will have a technician onsite during and after the turn-up to address any system issues and provide on-going support to the Oakland County staff.
- 5.1.5. Oakland County will provide a final acceptance document to Smart Communications at the end of the acceptance period that the systems are fully operational and that all the requirements have been met or exceeded expectations.

5.2. Go Live is the time at which the Final Release moves from the test environment to the production environment and becomes available for use to the end users. Go Live shall occur within 14 days after the Final Release has been accepted by County.

5.3. Post Go Live Support Smart Communications shall provide technical support during the Project and for a four-month period beginning the day after County's Acceptance of the completed system.

## **6. Service Management and On-Going Support**

### **6.1. Service Availability**

- 6.1.1. Smart Communications's technical support shall include telephone and on-line portals for support to approved 24 hours a day 7 days a week including federal holidays. There is no limit on the number of times the County can call, and no other "per-call" or "per-minute" charges.
- 6.1.2. Smart Communications Network Operations Center (NOC) will perform remote diagnostics to regularly maintain the network infrastructure that supports the hardware and services provided at the Oakland County Jail. The NOC will continuously monitor the health, security and capacity of the equipment, applications and associated networks to help ensure 99.9% uptime with uninterrupted reliable operations.
- 6.1.3. Smart Communications will store inmate within a cloud platform for a period of (7) years after inmate release.
- 6.1.4. Original copies of inmate mail will be held for a minimum of (30) days after



- processing at the Smartmail secure, climate-controlled facility.
- 6.1.5. Smart Communications will provide certified personnel capable of testifying to the integrity of the patented MailGuard Postal Mail Elimination System, the complete MailGuard System processes and any subject related to the installation, use, operation and method which mail is received and converted to an electronic document in cases involving a court case or lawsuit at no cost to the County.
  - 6.1.6. Smart Communications will comply with the PREA (Prison Rape Elimination Act) standards.
  - 6.1.7. Smart Communications will provide ongoing support as well as software updates with the latest features and fixes to Oakland County throughout the duration of the contract at no cost to Oakland County.
  - 6.1.8. Smart Communications will provide major software releases annually and minor releases on a quarterly basis. The Smart Communications Account Manager will notify the Oakland County Jail of any scheduled
  - 6.1.9. Smart Communication will inform the OCSO via email one week in advance of any scheduled support and maintenance to the system.
  - 6.1.10. Smart Communications will inform the OCSO via email immediately if bug fixes and/or small adjustments must be deployed.
  - 6.1.11. Smart Communications will provide the County with a final Architecture Diagram for the entire system and send updates when changes are made.

## **7. Service Level Commitment & Support Deliverables**

### **7.1. Service Level Commitment & Support Deliverables**

- 7.1.1. All labor and software that will entail additional costs to the County must be approved by the County in writing and may also require a Contract amendment.
- 7.1.2. Smart Communication Network Operations Center (NOC) will monitor devices and device/network usage remotely and provide additional SmartKiosks and/or SmartTablets devices at no charge.
- 7.1.3. Smart Communications agrees to provide prompt 24/7/365 technical support via their Technical Support Center at 844-346-0988 or [support@smartcommunications.us](mailto:support@smartcommunications.us).

### **7.2. Service Requests**

- 7.2.1. Smart Communication agrees to adhere to the following Service Request Ticket Priority Levels and Escalation Paths
  - *Service Level 1 = Technical Support Manager*
  - *Service Level 2 = Network Operations Manager*
  - *Service Level 3 = VP of Network Operations*

Incident Severity	Definition	Required Response Time	Resolution Time
<b>Service Level 1</b>	<ul style="list-style-type: none"> <li>• <i>% of System/Service Adversely Affected: ≥30%</i></li> <li>• <i>Client Communications:</i> Smart Communications Technical Support Specialist will notify client when the issue is resolved and close the service ticket. If a Field Service Technician must be dispatched the Technical Support Specialist will notify Oakland County Jail staff when the technician will arrive onsite.</li> <li>• <i>Client Updates:</i> Every 3 hours</li> <li>• <i>Escalation Path:</i> Immediately escalated to Service Level 3 – VP of Network Operations.</li> </ul>	1 – 2 hours on a 24 hour by 7-day basis	Maximum of 12 hours
<b>Service Level 2</b>	<ul style="list-style-type: none"> <li>• <i>% of System/Service Adversely Affected: ≥5% &lt;30%</i></li> <li>• <i>Client Communications:</i> Smart Communications Technical Support Specialist will notify client when the issue is resolved and close the service ticket. If a Field Service Technician must be dispatched the Technical Support Specialist will notify Oakland County Jail staff when the technician will arrive onsite.</li> <li>• <i>Client Updates:</i> Every 6 hours</li> <li>• <i>Escalation Path:</i> P2 issues not solved within the 24-hour target resolution timeframe are automatically escalated to <i>Service Level 2</i> – Network Operations Manager.</li> </ul>	2 - 4 hours	Maximum of 24 Hours
<b>Service Level 3</b>	<p><i>% of System/Service Adversely Affected: ≥5%</i></p> <p><i>Client Communications:</i> Smart Communications Technical Support Specialist will notify client when the issue is resolved and close the service ticket. If a Field Service Technician must be dispatched the Technical Support Specialist will notify Oakland County Jail staff when the technician will arrive onsite.</p> <p><i>Client Updates:</i> Every 24 hours</p> <p><i>Escalation Path:</i> P3 issues not solved within the 72-hour target resolution timeframe are automatically escalated to <i>Service Level 1</i> - Technical Support Manager. The Technical Support Specialist will have full ownership of the service request and will make every effort to resolve the service issue remotely within the designated timeframe(s). When required, the Technical Support Specialist will engage our Network Operations Center (NOC) and/or Engineering teams to help address/resolve the service issue. If required, a Field Service Technician will be dispatched to assist in resolution of the service issue. Once a service request has been resolved, the Technical Support Specialist will close out the ticket and update the customer.</p>	6 – 8 hours	72 hours

**8. Roles and Responsibilities:**

8.1. County will assign an appropriate number of suitably skilled personnel to work with Smart Communications, and such personnel shall use reasonable efforts to assist and cooperate

- with Smart Communications consistent with the Services described herein.
- 8.2. County will ensure the applicable systems and personnel (including any applicable executive or project resources) are available and County is prepared to receive services on the mutually agreed upon start date.
  - 8.3. County's Project Manager will participate in weekly conference calls with Smart Communications's Project Manager. County and Smart Communications may form a Project steering committee to review and resolve issues that cannot be resolved at the Project management level.
  - 8.4. Smart Communications will ensure that it has backed up all systems and performed any required maintenance prior to beginning the Project. This shall include, without limitation: servers, network, and storage infrastructure.
  - 8.5. Requests for information pertinent to any phase of the Project will be addressed within two (2) business days, unless otherwise agreed upon by both Parties.
  - 8.6. County will ensure that subject matter experts, as well as key stakeholders participate in the relevant portions of this Project.
  - 8.7. Smart Communications may send additional consultants to assist in the performance of the Project at no additional cost to County.
  - 8.8. County will provide accurate and timely information regarding network and IT infrastructure, bandwidth limitations, and environment capabilities.
  - 8.9. County will provide timely and accurate information regarding requirements for mobile users, remote users, remote locations, VPN users, etc., if necessary.
  - 8.10. County will provide adequate documentation on network topology and infrastructure, TCP/IP addressing scheme, site and subnet mapping, and Active Directory structure, if required.
  - 8.11. Unless otherwise agreed upon by both Parties, this Scope does not include any functionality that is not supported by the products in-scope and the version of any products being implemented will be the current shipping version as of the effective date of this Contract.
  - 8.12. Smart Communications will provide required security credentials for all applications at the start of the Project.
  - 8.13. County will allocate systems and resources for Smart Communications use prior to the initiation of any work, and these systems and resources will be available for the duration of the Project or as necessary.
  - 8.14. County will obtain business unit and/or end user approval prior to initiating the Project.
  - 8.15. County will provide resources at remote sites, if required, to confirm the successful deployment of the project.
  - 8.16. Smart Communications's ability to deliver the Project is dependent upon County's full and timely cooperation with Smart Communications, as well as the accuracy and completeness of any information and data provided to Smart Communications by County.

## **9. Prices**

Inmates and Friends & Family will be charged the costs documented in Attachment C: Pricing.



**ATTACHMENT A: MASTER SERVICES AGREEMENT**

**Master Services Agreement**

This Master Services Agreement (this “Agreement”) is by and between the County of Oakland, hereinafter referred to as “Customer” or “Sheriff’s Office”, and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72<sup>nd</sup> Street, Seminole, FL 33777, hereinafter referred to as “Provider.”

Whereas, the Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, the Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to Attachment B: Schedule of Services Agreement (“Schedules”), which is incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the “System(s)”) for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules. The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and the Schedules, the terms of the Schedule shall govern.

2. Use of Systems. Customer grants Provider the exclusive right and license to install, maintain and derive revenue from the Systems through Provider’s inmate services and Systems including, without limitation, the related hardware and software, located in the Customer facilities identified on the Schedules. Customer agrees that they will not resell or provide access to Provider’s services and Systems directly or indirectly to third parties unless agreed upon in a separate written Agreement. During and subject to the terms and conditions of this Agreement, unless prohibited by law or required to comply with a law or court order, Provider shall be the sole and exclusive provider in lieu of any other third party provider of the inmate communications services contained within the Schedules.

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider’s sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities by Customer.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider’s Services to Customer and inmates housed at the Oakland County Jail in connection with Provider’s services and Systems. The Hardware is to be used solely by inmates housed at the Oakland County Jail to access Provider’s services and Systems. Unless and only to the extent that



this Agreement expressly permits, Customer must not:

- i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
- ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
- iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
- iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
- v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
- vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
- vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
- viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. Intentionally Omitted.

8. Limitation of Liability. Intentionally Omitted.

9. Confidential Information and Non-Disclosure. The parties acknowledge that during the course of Provider's performance of its duties hereunder it is not anticipated or expected that any of Provider's confidential or proprietary information will be disclosed to Customer or anyone at Customer's Facility, including without limitation confidential information concerning Provider's know-how, technology, techniques, or business or marketing plans related thereto. Notwithstanding the foregoing, the parties acknowledge that Customer will be provided access to confidential, non-public facing interfaces and features of Provider's software and system that Provider considers proprietary and trade secret. All such confidential information will remain confidential and proprietary to, and the trade secrets of, Provider, and will not be disclosed by Customer, unless required to be disclosed by law.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer.

11. Insurance. Intentionally Omitted.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its



obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

**Miscellaneous**

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with the Oakland Co. Sheriff's Office, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. The Provider shall not publish any findings based on data obtained from the operation of this agreement without the prior consent of the Customer, whose written consent shall not be unreasonably withheld.

18. Access to Management Information. Customer shall have access to certain information maintained by Provider which is needed to ensure compliance with the contract terms and conditions.

19. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

20. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable



enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

21. Public Entity Crime. Provider confirms its understanding that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

22. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

23. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

24. Governing Law. Intentionally Omitted.

25. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney’s fees and costs.

26. Completeness of Agreement. Intentionally Omitted.

27. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

28. Assignment. Intentionally Omitted.

29. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

30. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. Notices. Intentionally Omitted.

32. Counterparts. Intentionally Omitted.



**ATTACHMENT B: SCHEDULE OF SERVICES AGREEMENT**

**Schedule of Services Agreement**

This Schedule is between the County of Oakland, hereinafter referred to as “Customer” or “Sheriff’s Office”, and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72<sup>nd</sup> Street, Seminole, FL 33777, hereinafter referred to as “Provider.” This Schedule is part of and governed by Attachment A: Master Services Agreement, the “Agreement”. The terms and conditions of the Agreement are incorporated herein by reference. This schedule shall be coterminous with the Agreement.

The Customer’s Facility name and addresses are:

**Oakland County Jail**  
1201 North Telegraph Road  
Pontiac, MI 48341-1044

Main Jail & Main Annex  
1200 North Telegraph  
Bldg 10E  
Pontiac, MI 48341

East Annex  
1200 N. Telegraph Rd  
Bldg 8E  
Pontiac, MI 48341

Provider shall install and/or provide the following Hardware, Software, Systems and Services:

**SmartKiosk™ and Secure Network**

1. The SmartKiosk™ system and its entire supporting infrastructure are provided at no cost to the Sheriff’s Office or inmate.
2. Provider will furnish the proprietary SmartKiosk™ on a sufficient ratio based on the Average Daily Population (“ADP”). Customer shall determine which inmates have access to the SmartKiosk™.
3. The SmartKiosk™ is a custom, ruggedized and correctional grade Kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.





5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

6. Provider will provide at least 2 SmartKiosk™ systems for use within the facility.

7. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk.

### SmartTablet™ and Secure Network

8. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to the Sheriffs' Office or inmate.

9. Provider will furnish the proprietary SmartTablet™ on a 1:6 inmate to tablet ratio based on the Average Daily Population ("ADP") at the Oakland County Jail. Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.

10. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

11. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

12. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

### Distribution and Refurbishment Plan (SmartTablets™)

13. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

14. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablets™ so that the available number of



SmartTablets™ will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to the Sheriff's Office.

**Damage (SmartTablets™)**

15. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory, the facility will be responsible for the cost of the new replacement tablets.

**SmartInmate™ Electronic Messaging**

16. We will provide at no cost to Customer a fully functional electronic messaging system for the inmates of the Customer's Jail Facilities (SmartInmate™). We are exclusively responsible for providing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from electronic messaging and photo delivery.

17. We will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

18. We will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

19. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

20. Provider will maintain inmate records for a period of seven (7) years from the date the inmate is released. Upon request, we will provide Customer with copies of the requested inmate record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer.

21. Provider will provide each inmate of the Customer Jail Facilities, two (2) message credits per week at no charge.

22. We will provide Customer with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

23. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.



24. Electronic Messaging. Each email message is billed to the sender at fifty cents (\$0.50), which corresponds to 50 credits. Each message may contain up to 30,000 characters (8 pages typed). As indicated in paragraph 21, each inmate is provided with two free messages per week, which corresponds to 100 credits.

25. Photo Delivery Service. Each approved photo is billed to the sender at one dollar (\$1.00), which corresponds to 100 credits. Collages of photos are accepted as one photo. If a photo is rejected due to restricted/inappropriate content as determined by Customer's policy, this charge is refunded to the sender.

26. Credits cost one cent each. There is a minimum purchase of 500 credits at a time (\$5.00). Each paid service may use a different number of credits. Each credit purchase transaction is subject to a \$1.50 processing fee, regardless of the amount of the purchase. For 500 credits at one cent each plus the processing fee, the absolute minimum purchase amount is \$6.50. There are no other fees or hidden charges of any kind.

### **Customer's Responsibilities (SmartInmate™ Electronic Messaging)**

27. Customer will provide us with access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the electronic messaging system. Emergency access to the system will be granted as needed to Contractor Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice from Contractor.

28. Customer will include information regarding the SmartInmate™ System in the Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

29. Customer will provide information regarding SmartInmate™ messaging system in at least one location next to the inmate mailing address on the Customer website, with a link to the SmartInmate.com website.

30. Upon completion of installation and appropriate system testing, and subject to Customer's operational requirements, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

31. The system contains many security features and includes the ability to disable certain functions in case of emergency. These features are not intended for disciplinary purposes and use in that manner will result in fees being charged to the jail. Said fees are charged to compensate the provider for lost revenue and increased customer service traffic. Fee is calculated by multiplying effected ADP x average daily revenue per inmate x 2 = fee. An invoice will then be sent to the agency for payment, which must be paid within 30 days.

32. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.

33. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of any individual kiosk or the electronic messaging system, as a whole.



**Patented MailGuard Postal Mail Elimination<sup>®</sup> System**

34. Provider is the exclusive licensee of MailGuard<sup>®</sup>, the patented postal mail elimination system.
35. We shall provide our patented MailGuard Postal Mail Elimination<sup>®</sup> system at no cost to Customer, inmates, or sender. MailGuard<sup>®</sup> converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablet<sup>™</sup> or SmartKiosk<sup>™</sup> within the Customer Jail Facility.
36. We shall provide all the equipment and support services to operate the MailGuard<sup>®</sup> system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablet<sup>™</sup> or SmartKiosk<sup>™</sup> at no cost to Customer.
37. For purposes of this contract, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to the jail for delivery.
38. MailGuard<sup>®</sup> will only integrate with and transmit incoming routine mail to the SmartTablet<sup>™</sup> or SmartKiosk<sup>™</sup>.
39. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard<sup>®</sup> system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
40. MailGuard<sup>®</sup> shall become the inmates' designated Agent to process and electronically deliver incoming routine inmate mail.
41. Customer will instruct and advertise on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard<sup>®</sup> system.
42. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
43. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
44. Provider will shred all physical, processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
45. The MailGuard<sup>®</sup> public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Jail Facility.
46. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Jail Facility. Upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Jail Facility.



47. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

48. The work to be performed by MailGuard® under this Agreement may, at its discretion, be performed directly by Provider wholly or in part through a subcontractor of its choosing.

**Customer's Responsibilities (MailGuard®)**

49. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

50. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

51. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.

52. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.

53. Upon completion of installation and appropriate system testing, and subject to Customer's operational requirements, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.

54. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.

55. Customer will give prompt notice, in writing, to MailGuard® of any trouble or irregularity in the functioning of the MailGuard® system.

**Grievances, General and Medical Requests**

56. We shall provide at no cost to the Customer and inmate electronic general and medical requests as well as electronic grievance forms via the SmartTablet™ or SmartKiosk™.



57. Our System presents inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

**Law Library**

58. Provider shall provide access via the SmartTablet™ or SmartKiosk™ to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

**Electronic Entertainment & Education**

59. Provider shall provide at no cost to the Customer, and at Customer’s option, access to electronic entertainment via the SmartTablet™ at a rate of one cent (\$.01) per minute, which corresponds to 1 credit per minute.

60. Provider will provide at no cost to the Customer or inmates, and at Customer’s option, an extensive education platform where a variety of educational material can be made available to inmates, including SmartEd and SmartReentry Modules, which can be accessed via a SmartTablet™ .

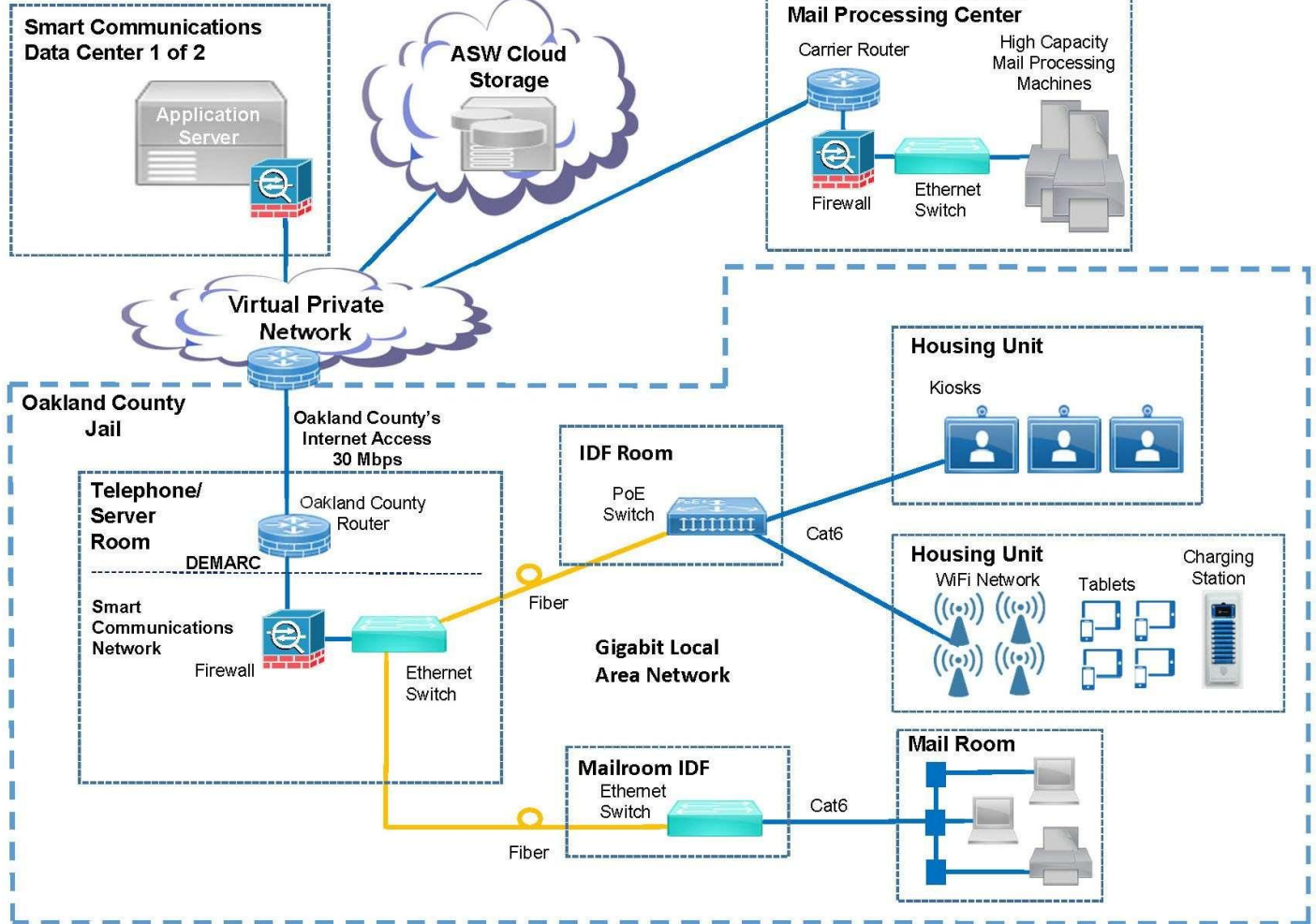
**Commissary Hosting**

61. At Customer’s request, Provider will host Customer’s existing commissary vendor’s menu on Provider’s hardware for free. Commissary vendors may be switched at any time for free.



# ATTACHMENT F: ARCHITECTURE DIAGRAM FOR PROPOSED SOLUTION (TYPICAL SAMPLE)

## Oakland County System Diagram for Inmate Communications Service





## ATTACHMENT G: PROJECT IMPLEMENTATION PLAN |

### IMPLEMENTATION PLAN NARRATIVE |

Smart Communications will provide the Oakland County Jail with a fully operational, secure and reliable state-of-the-art Inmate Postal Mail/Electronic Mail System at no cost to the County. Smart Communications will provide all labor, materials, and services requested in this RFP and will be responsible for furnishing, installing, and maintaining the proposed Inmate Postal Mail/Electronic Mail System. Smart Communications has the operating, quality control and assurance procedures in place to ensure a high level of quality services to the Oakland County Jail population.

The transition period will begin as soon as the contract is signed and will be completed within 85 days or less. Smart Communications Project Manager will present a preliminary project plan within 5 days after the contract is executed to the Oakland County Jail.

The project will be implemented in the following phases and are described in detail below:

1. **Initiation Phase**
2. **Planning Phase**
3. **Execution Phase**
4. **Quality Assurance & Testing Phase**

#### INITIATION PHASE (1.1.1) |

- **Initial Meeting/Site Survey (1.1.1.1 – 1.1.1.3):** Upon contract award, a Smart Communications Project Manager places introductory/scheduling call to the individual at Oakland County Jail that will be overseeing the project. The call results in the scheduling of a date for Smart Communications to conduct an initial on-site planning meeting and site survey of facility. The scheduled on-site planning meeting/site survey between Smart Communications Project Manager/Implementation Support Team and Oakland County Jail project overseer and other key staff will be conducted. The discussions during the planning meeting include a re-examination/confirmation of project scope, objectives and requirements, a review of the High Level Implementation Timeline, a review of the facility's existing inmate communications systems and processes, a review of facility's IT requirements (Internet access, operating systems, browsers, firewalls/network security), installation action plan/time schedule and security concerns. The site survey to identify electrical and cabling requirements, network design and installation points for hardware and Jail Management System (JMS)/Commissary systems are reviewed to determine integration requirements will be conducted.

***NOTE:*** The delivery lead time for the broadband circuits necessary to support the hardware to be installed is approx. 4-6 weeks. These circuits need to be in place before installation may proceed. Therefore, to help expedite installation and turn-up time Smart Communications will order the broadband circuits shortly after the completion of the Initiation Phase.

#### PLANNING PHASE (1.1.2) |

- **Provisioning Design Document (1.1.2.2):** Based information gathered during the Initiation Phase, a Smart Communications Provisioning Manager will create a Provisioning Design Document detailing network design/infrastructure/architecture, hardware details/specifications, data facility details/specifications and resources needed to complete tasks and objectives. This document will also detail revised schedules/timelines and subcontractor information (if required). The information contained in the Provisioning Design Document will include, but not be limited to:





Site Information Details:

- Site and shipping addresses
- Site and shipping contact name, phone number(s) and e-mail address
- Site entry advanced notification requirements
- Background checks
- Tool checks and escort requirements

Communication Device & Network Infrastructure Details:

- Condition of existing facility wiring
- SmartTablet™ quantity and charging station installation location(s)
- SmartKiosk™ quantity and charging station installation location(s)
- Wireless network infrastructure details
- Cable/wire length requirements

IT Details:

- IT contact name, phone number(s) and e-mail address
- Facility workstation Internet access, operating system and browser requirements
- Facility firewall and network security requirements

The completed Provisioning Design Document is received by the Smart Communications Project Manager. Based upon this information the Project Manager finalizes the Project Plan and submits to Oakland County Jail for review/approval (1.1.2.2). Smart Communications initiates the Execution Phase (1.1.3) shortly after the Project Plan has been reviewed and approved by your facility.

**EXECUTION PHASE (1.1.3) |**

- After the Project Plan has been approved by Oakland County Jail the broadband circuits and the necessary hardware materials (networking equipment, kiosks, tablets, charging stations, access points, equipment rack, Uninterruptible Power Supply (UPS), router, switches, cabling, conduit, wiring blocks, etc...) will be ordered and/or built (1.1.3.1). The Execution Phase includes the following tasks as detailed in the **“Implementation Timeline”**:
  - Hardware Materials Receipt, Build, Configuration, Testing & Delivery (1.1.3.2)
  - Jail Management System (JMS) Commissary Interface (1.1.3.3)
  - Systems Configurations (1.1.3.4)
  - Notification (1.1.3.5)
  - Site Installation (1.1.3.6)
  - Onsite Training (1.1.3.7)
  - Turn-Up Inmate Postal Mail/Electronic Mail System (1.1.3.8)

**NOTE:** Smart Communications attempts to minimize the involvement of facility staff during Site Installation (1.1.3.6) and Onsite Training (1.1.3.7). However, we will need to establish a primary contact at your facility who will work with your Account Manager to help supervise the processes to reduce installation and turn-up time.

Other responsibilities of the primary point of contact would include:

- Providing our technicians with security clearance and escorts to perform work within the facility



- Helping to ensure that the appropriate facility staff is available to attend systems training sessions that will be conducted by a certified Smart Communications Instructor.

### QUALITY ASSURANCE & ACCEPTANCE PHASE (1.1.4) |

- After the Notification (1.1.3.5), Onsite Training (1.1.3.7) and Turn-Up Inmate Postal Mail/Electronic Mail System tasks are complete, the 7-day Customer Acceptance Period will commence. During the acceptance period, Oakland County Jail's systems are closely monitored remotely by our Network Operations Center (NOC) to ensure functionality and optimal performance. An onsite Smart Communications technician will also be available during the Quality Assurance/Acceptance Phase address any system issues that may arise as well as provide additional support to your facility staff.

### IMPLEMENTATION PLAN TIMELINE |

OAKLAND COUNTY JAIL HIGH LEVEL IMPLEMENTATION PLAN		
Task	Description	Duration
<b>1.1</b>	<b>INMATE POSTAL MAIL/ELECTRONIC MAIL SYSTEM INSTALLATION &amp; TURN-UP AT OAKLAND COUNTY JAIL</b>	<b>84 days</b>
<b>1.1.1</b>	<b>INITIATION PHASE</b>	<b>1 day</b>
1.1.1.1	Upon contract award, Smart Communications Project Manager places introductory/scheduling call to the individual at Oakland County Jail that will be overseeing the project. The call results in the scheduling of a date for Smart Communications to conduct an initial on-site planning meeting and site survey of facility.	0.5 hrs
1.1.1.2	Conduct scheduled on-site planning meeting/site survey between Smart Communications Project Manager/Implementation Support Team and Oakland County Jail facility project overseer and other key staff. The discussions during the planning meeting include a re-examination/confirmation of project scope, objectives and requirements, a review of the High Level Implementation Timeline, a review of the facility's existing inmate communications systems and processes, a review of facility's IT requirements (Internet access, operating systems, browsers, firewalls/network security), installation action plan/time schedule and security concerns.	4.0 hrs
1.1.1.3	Conduct site survey to identify electrical and cabling requirements, network design and installation points for hardware and Jail Management System (JMS)/Commissary systems are reviewed to determine integration requirements.	3.5 hrs
<b>NOTE:</b> The delivery lead time for the broadband circuits necessary to support the hardware to be installed is approx. 4-6 weeks. These circuits need to be in place before installation may proceed. Therefore, to help expedite installation and turn-up time Smart Communications will order the broadband circuits shortly after the completion of the Initiation Phase.		
<b>1.1.2</b>	<b>PLANNING PHASE</b>	<b>4 days</b>
1.1.2.1	Based information gathered during the Initiation Phase, a Smart Communications Provisioning Manager will create a Provisioning Design Document detailing network design/infrastructure/architecture, hardware details/specifications, data facility details/specifications and resources needed to complete tasks and objectives. This document will also detail revised schedules/timelines and subcontractor information (if required).	24 hrs

# OAKLAND COUNTY DETENTION CENTER

RESPONSE TO SOLICITATION #004854  
INMATE MAIL SCANNING SERVICE



PHONES TABLETS KIOSKS MAILGUARD® VIDEO VISITATION

1.1.2.2	Provisioning Design Document is received by Smart Communications Project Manager. Project Manager finalizes Project Plan and submits to Oakland County Jail for review/approval.	1 day
1.1.2.2.1	<i>Project Plan: Site Information Details: Shipping address, facility's shipping point of contact details, advanced notification of entry requirements, background checks and tool checks/escort requirements.</i>	2 hrs
1.1.2.2.2	<i>Project Plan: Hardware &amp; Network Infrastructure Details: Facility's existing hardware, condition of existing facility wiring, hardware quantity, installation locations and safety requirements, network infrastructure details, and cable/wire length requirements.</i>	4 hrs
1.1.2.2.3	<i>Project Plan: Installation Schedules &amp; Timelines.</i>	2 hrs
<b>1.1.3</b>	<b>EXECUTION PHASE</b>	<b>79 days</b>
1.1.3.1	After the Project Plan has been approved by Oakland County Jail (1.1.2.2) the broadband circuits and the necessary hardware materials (networking equipment, kiosks, tablets, charging stations, access points, equipment rack, Uninterruptible Power Supply (UPS), router, switches, cabling, conduit, wiring blocks, etc...) will be ordered and/or built. <b>NOTE:</b> The duration associated with this task only reflects time required to order materials (delivery and/or build lead times are not included in the duration).	8 hrs
<b>1.1.3.2</b>	<b>Hardware Materials Receipt, Build, Configuration, Testing &amp; Delivery</b>	<b>35 days</b>
1.1.3.2.1	<i>Assemble, pre-configure and test hardware materials ordered and/or built (1.1.3.1).</i>	272 hrs
1.1.3.2.2	<i>Assembled/configured/tested hardware materials are packaged and shipped to installation site.</i>	8 hrs
<b>1.1.3.3</b>	<b>Jail Management System (JMS) Commissary Interface</b>	<b>8 days</b>
1.1.3.3.1	<i>Review specifications for integration and address all security concerns.</i>	16 hrs
1.1.3.3.2	<i>Design and develop integration interfaces.</i>	40 hrs
1.1.3.3.3	<i>Integration interface Quality Assurance (QA) testing.</i>	8 hrs
<b>1.1.3.4</b>	<b>Systems Configurations</b>	<b>1 day</b>
1.1.3.4.1	<i>Configure Inmate Postal Mail/Electronic Mail System.</i>	4 hrs
1.1.3.4.2	<i>Configure interfaces with Jail Management System (JMS) and commissary providers.</i>	2 hrs
1.1.3.4.3	<i>Configure system network monitoring and reporting faculties.</i>	2 hrs
<b>1.1.3.5</b>	<b>Notification</b>	<b>1 day</b>
1.1.3.5.1	<i>Update Oakland County Sheriff's Office website to reflect changes to Inmate Postal Mail delivery and Electronic Messaging System. <b>NOTE:</b> Notification will be provided at least 31 days prior to system turn-up.</i>	8 hrs
<b>1.1.3.6</b>	<b>Site Installation</b>	<b>28 days</b>
1.1.3.6.1	<i>Install cabling and conduit for kiosks.</i>	144 hrs
1.1.3.6.2	<i>Install wireless network, access points, switches, charging stations, etc...</i>	16 hrs
1.1.3.6.3	<i>Test and accept network facilities.</i>	2 hrs
1.1.3.6.4	<i>Install network equipment.</i>	6 hrs
1.1.3.6.5	<i>Install and test tablets.</i>	8 hrs
1.1.3.6.6	<i>Install and test kiosks.</i>	40 hrs
1.1.3.6.7	<i>Configure and perform system acceptance tests.</i>	8 hrs
<b>1.1.3.7</b>	<b>Onsite Training</b>	<b>4 days</b>
1.1.3.7.1	<i>Coordination and performance of comprehensive onsite training provided to Oakland County Jail facility staff relating to the administration, operation and reporting of the system. Training sessions are designed to focus on the needs of staff based upon their System user/permission level: (1) Staff, (2) Staff Administrator, (3) Investigator and (4) System Administrator. Documentation and training guides are provided at the time of training. Training is provided to the satisfaction of the facility and additional onsite training at no cost may be requested any time during the contract.</i>	48 hrs
<b>1.1.3.8</b>	<b>Turn-Up Inmate Postal Mail/Electronic Mail System</b>	<b>1 day</b>

# OAKLAND COUNTY DETENTION CENTER

RESPONSE TO SOLICITATION #004854

INMATE MAIL SCANNING SERVICE



PHONES TABLETS KIOSKS MAILGUARD® VIDEO VISITATION

1.1.3.8.1	<i>After the Notification (1.1.3.5), Site Installation (1.1.3.6) and Onsite Training (1.1.3.7) tasks are complete, the Inmate Postal Mail/Electronic Mail Service is turned-up (activated). Kiosks and tablets are tested to verify functionality.</i>	8 hrs
1.1.4	<b>QUALITY ASSURANCE &amp; ACCEPTANCE PHASE</b>	
1.1.4.1	After the Turn-Up Inmate Postal Mail/Electronic Mail System (1.1.3.8) tasks are complete, the 7-day Customer Acceptance Period will commence. During the acceptance period, Oakland County Jail's systems are closely monitored remotely by our Network Operations Center (NOC) to ensure functionality and optimal performance. An onsite Smart Communications technician will also be available during the Quality Assurance/Acceptance Phase address any system issues that may arise as well as provide additional support to your facility staff.	-



## ATTACHMENT H: STATEMENT OF WORK |

### | INTRODUCTION:

This document provides an overview of the tasks and actions required to install and operate the Smart Communications proposed solutions, as well as a breakdown of responsibilities for each action item. This document is meant to provide a general outline for steps that will apply to all installations. The Smart Communications Field Services team may make specific recommendations or provide additional direction based on findings.

### | BACKGROUND:

The Oakland County Jail has recognized a significant safety and security threat in the form of dangerous, illegal drugs and biohazards that have been discovered inside of incoming correspondences intended for inmates inside of the facility. Additionally; the methods of concealment consistently change, which makes the detection process increasingly difficult. The Jail is seeking to divert these incoming correspondences to an offsite location in order to eliminate the serious concerns that exist, while still allowing the inmate to communicate with family and friends. The Jail also is seeking to significantly reduce the workload of the Mailroom staff in order to minimize the staffing levels in the Mailroom and to create a more efficient means to deliver inmate mail throughout the facilities.

### | PROJECT SUMMARY:

Smart Communications will be the single prime contractor with end-to-end responsibility and shall be responsible for all costs associated with providing the MailGuard Postal Mail Elimination® and SmartInmate™ Electronic Messaging service, including the JMS interface, installation, licensing, maintenance, training and ongoing operation.

Smart Communications patented MailGuard Postal Mail Elimination® System will increase officer and inmate safety by eliminating the threat of dangerous, illegal drugs and biohazards from entering the Oakland Co. Jail via postal mail. MailGuard® will also reduce Mail staff/workload, greatly reducing operational costs and provide for more efficient inmate mail delivery. The SmartInmate™ Electronic Messaging System provides inmates and their friends and family with an additional means of communication.

### | PROJECT DELIVERABLES:

Once the contract is signed the project implementation timeline will be approximately 90 days. Within five days after the site survey Smart Communications Project Manager will provide a project plan for Oakland County's approval.

Smart Communications will start the implementation process once the project plan is approved. During the implementation process the Project Manager will conduct weekly status meeting as well as provide weekly status reports to both Smart Communications and Oakland County team members.

Prior to going live with the system Smart Communications will receive approval from Oakland County to proceed with turning up the service. Smart Communications will have a technician onsite after the turn-up, to address any system issues and provide ongoing support to Oakland County's staff. At the end of the acceptance period, Smart Communications will verify with Oakland County's staff that the systems are fully operational and that all requirements have been met or exceeded and obtain final acceptance.

### | COLLABORATION WITH OAKLAND COUNTY STAFF

It is Smart Communication's intent to minimize the degree of involvement of Oakland County's staff as much as possible throughout the implementation process. However, to ensure a timely and complete installation, we will kindly request that the Oakland County's staff assist the Smart Communication's implementation team with the following tasks:

- Provide security clearance for Smart Communications employees assigned to work within Oakland County's facilities.



- Provide a main point of contact at the Oakland County’s to work with the Smart Communication Account Manager and Project Team throughout the implementation process. This contact will be responsible for supervising the complete implementation of the new Inmate Postal Mail/Electronic Mail system.
- Provide an IT contact to assist/support Smart Communications personnel regarding any IT-related questions.
- Provide an escort during the installation and turn-up of new Inmate Postal Mail/Electronic Mail system.
- Ensure availability of all the Oakland County’s personnel who will be trained on system operation.

## PROJECT TASKS

**Inmate Data Feed:** Oakland County shall be responsible of providing Smart Communications with an automated, periodic inmate data feed. This feed shall include, at a minimum, each active inmate’s PIN, first name, last name, gender, date of birth, facility, and housing location within that facility. Other information may be included or requested to meet future operational requirements of the platform. Inactive inmates (e.g. not in custody) should not be included. This file must include all active inmates at facilities where MailGuard® is in use and may optionally include all inmates in Oakland County custody. This file is typically a plain text file in CSV format with one active inmate on each line. The file should be provided daily and may be made available for download from a file server or pushed to Smart Communications via FTP or other mutually agreed transfer method. The specific details of the inmate data file are covered by the Smart Communications “**Inmate Data Feed Specifications**” document which will be provided to Oakland County IT department separately.

**Broadband Data Service:** All services are accessed from our hosted data centers through the firewall over a broadband connection capable of handling downloads speeds of 30Mbps. Smart Communications will lease the County’s equipment necessary to connect to the ISP.

**Inside Wire and Electrical:** Smart Communications will be responsible for providing all inside wire and electrical cabling and termination for the inmate kiosks, wireless network access points and tablet charging stations. This include fiber or Cat6 cable between the MDF and IDF locations , Cat6 cables from the IDF to the access points, inmate kiosks, and mail room computers and printer. Smart Communications will be responsible for running power to the tablet charging stations. Oakland County will be responsible to provide dedicated power in the MDF and IDF locations and power for the computers and workstation in the mailroom.

### Hardware Installation:

- **Install equipment into MDF, IDF, and telecommunications rooms:**
  - Install any new racks or cabinets for network infrastructure if called for
  - Install network patch panels and route, dress, and terminate network cable into patch panels, labeling ports per label on cabling (including uplinks to other telecommunications rooms if applicable)
  - Install network switches and appropriate patch cables between patch panels and switches
  - Install power distribution equipment
  - Route, dress, and attach low voltage power equipment to power distribution equipment, labeling ports per label on cabling
  - Document which kiosks are attached to which ports on network switches and power distribution equipment
  - Install network-enabled power switches and attach power distribution equipment; document which distributors are connected to which outlets for remote management (note that network switches should not be connected to remote power switches, only kiosk power distributors)
  - Install battery backup(s) and attach network switches and remote powerswitches
  - Attach battery backup(s) to AC electrical circuits
  - Install any uplink adapters for existing fiber if needed and connect fiber using appropriate



- patch cables (where applicable)
- Test uplink cabling between telecommunications rooms with a cable tester to ensure proper termination and continuity of all pairs and that length does not exceed 300 feet; remediate problems immediately if possible, add to post-installation remediation checklist if necessary
- **At MDF location:**
  - Test broadband Internet Service Provider and Internet access using a laptop; ensure static IP address is assigned and documented; verify DNS entry has been created
  - Install firewall and MP-VPN router or other designated head-end equipment
  - Configure and connect MP-VPN router or other designated head-end equipment to broadband Internet Service Provider
  - Work with remote support staff to test remote access to the network from the Smart Communications data center; troubleshoot and remediate as needed
- **At each location where kiosks and tablets are installed:**
  - Pull staged network cable and low voltage cable through final raceway segment if not already present inside housing unit.
  - Route, dress, and size/cut network cable and terminate with an appropriate modular connector for the type of cable installed.
  - Test network cable from the housing unit to the patch panel for length and continuity of each pair using a network cable tester to ensure all pairs are connected and terminated properly and do not exceed 300 feet; remediate problems immediately if possible, add to post-installation remediation checklist if necessary
  - Re-connect port on patch panel to network switch when testing is finished
  - Route, dress, and size/cut low voltage power cable and strip ends to length for connection to kiosk power adapter
  - Connect network cable and low voltage power to kiosk and install kiosk on mounting bracket per installation documentation
  - Power on kiosk and ensure it properly boots up into the kiosk client software
  - Install access points and connect network cables
  - Power on access points and ensure proper signal strength and coverage
  - Install tablet charging stations
  - Test tablets to ensure they properly boots up into the kiosk client software and that proper wireless coverage is provided.
- **Remote support to verify remote access to all kiosks, power controllers, and network switch management interface; test remote power controllers and verify documented kiosks turn off when power is turned off**
- **Install color printer in the designated location and connect to the designated Oakland County computer**
- **Kiosk, tablet and network installation will be considered completed when each kiosk and tablet powers on; has access to the Smart Communications inmate web application; the sample account can successfully sign in to the kiosk and tablet and remote access has been established by support; the management interface for each network component (if applicable) is remotely accessible; and turning off power via remote power controllers disables power for the documented kiosks.**

**Staff Training:** Smart Communications will provide onsite training to Oakland County staff at no cost during project implementation. During onsite training, Smart Communications will provide Oakland County staff with training documentation and user guides. The training session will address all aspects of the System's hardware and software inclusive of administration, operation and report production. Smart Communications will have remote or online training sessions available after project implementation. Additional onsite training, training documentation/user



guides as well as remote/online training sessions requested by Oakland County will be provided at no cost throughout the duration of the contract.

**Postal Mail Transition:** Once the MailGuard® system has been installed into the facility, the facility will need to initiate a postal mail transition plan. The plan will include:

- Establishing a date for the mail transition
- Notifying the public that mail will need to be sent to a new address provided by contractor for the delivery of mail
- Clearly communicating the type of mail that should and should not be sent to this address (i.e. incoming inmate *general correspondence* excluding packages)
- Establishing a final date for receiving mail at the facility after which mail will no longer be accepted and returned to sender
- Notifying inmates that mail will begin to appear on the inmate kiosks

**System Turn-Up:** Once all the Postal Mail/Electronic Mail system equipment has been installed and tested the technician will turn-up the system. The onsite technicians will monitor kiosks and tablets to ensure proper functionality.

**Post-Deployment Tasks:** Once the new Inmate Postal Mail/Electronic Mail system is turned up, our Network and Software Integration team will ensure that the systems are functioning properly. They will closely monitor the systems for a period of one week (acceptance period), to ensure that there are no issues with the systems and that all features and functions are operating as required. Additionally, Smart Communications will have a technician onsite after the turn-up, to address any system issues and provide ongoing support to Oakland County's staff.

At the end of the acceptance period, Smart Communications will verify with Oakland County's staff that the systems are fully operational and that all requirements have been met or exceeded and obtain final acceptance.













# Oakland County - Contract for signature - Smart Communications Holding

Final Audit Report

2020-08-13


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