



County of Santa Clara

Office of the County Executive
Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND LEGACY LONG DISTANCE INT'L INC

This Agreement is entered into between the County of Santa Clara ("County") and Legacy Long Distance Intl Inc. dba Legacy Inmate Communications, a wholly-owned subsidiary of Edovo (collectively "Contractor").

On October 22, 2019, the Board of Supervisors approved this Agreement.

Now therefore in consideration of the mutual covenants contained in this Agreement, the parties mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE	Jail Inmate Services Program (JISP)
AGREEMENT NUMBER	CW2231398
AGREEMENT TERM	October 22, 2019 through October 21, 2022, unless terminated earlier or otherwise amended, with option for the County to renew for one (1) additional two (2) year period.
TOTAL AGREEMENT VALUE	The County has no financial obligation to Contractor. Goods and/or services provided by Contractor pursuant to this Agreement are paid for by incarcerated users, family and friends pursuant to Products and Services rate schedules on Exhibit C.
COUNTY PAYMENT TERMS	Net 45
COMMODITY NAME	Telecommunication Services (811617) Tablet computers (43211509) Software, Microcomputer (20880) Software, Maintenance and Support Services (92045)
PURPOSE	To establish a contract with Legacy Long Distance Int'l Inc. (dba Legacy Inmate Communications) for the Jail Inmate Services Program (JISP), comprised of 1) Inmate Calling Systems and 2) Inmate Tablet Services Platform.
AUTHORIZED USERS	Office of the Sheriff

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Approved: 10/22/2019

COUNTY CONTRACT ADMINISTRATOR	<p>Martin Coronel, Procurement Contract Specialist (408) 491-7467, martin.coronel@prc.sccgov.org</p> <p>Michele McCarthy, Strategic Sourcing Officer (408) 491-7494; michele.mccarthy@prc.sccgov.org</p>
DEPARTMENT CONTACT	<p>1) Juan Gallardo, Administrative Services Director Office of the Sheriff, Administration 55 West Younger Avenue San Jose, CA 95110 (408) 808-4610, juan.gallardo@shf.sccgov.org</p> <p>2) Wesley Chong, Director Information Systems Office of the Sheriff, Administration 55 West Younger Avenue San Jose, CA 95110 (408) 808-4650; wesley.chong@shf.sccgov.org</p>
CONTRACTOR	<p>Legacy Long Distance Int'l Inc. (dba Legacy Inmate Communications) 10833 Valley View Street, Suite 150 Cypress, CA 90630</p>
CONTRACTOR CONTACT	<p>Darryl Hughes National Director, Business Development (800) 577-5534 Ext 247, dhughes@legacyinmate.com</p>
CONTRACTOR NUMBER	1042439
TAX STATUS	<p>Products: Non-Taxable Services: Non-taxable</p>

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EXHIBITS

Contractor shall comply with the exhibits to this Agreement, which are attached hereto and incorporated into this Agreement by reference. In the event of any conflict between or among the provisions contained in the Agreement, the order of precedence is as follows:

Exhibit A – County of Santa Clara Terms and Conditions

Exhibit B – Insurance Requirements

Exhibit C – Products and Services Fee Schedule

Exhibit D – Legacy Statement of Work

D.1 Legacy Support / Maintenance Timelines and Notifications

D.2 Legacy Software Development and Release Notification Process

D.3 Legacy Integrations

D.4 Legacy Third Party Application Integrations

Exhibit E – Service Level Agreements

E.1 Legacy Service Level Agreement

E.2 Legacy Requirements for County Network

E.3 County Service Level Agreement

Exhibit F – Legacy Test Plan

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By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

 OCT 22 2019
S. Joseph Simitian Date
President, Board of Supervisors

CONTRACTOR

By: 
Print: Brian Hill
Title: CEO
Date: 10/8/2019

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

 OCT 22 2019
Megan Doyle Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY


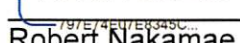
 10/8/2019

Robert Nakamae Date
Deputy County Counsel

EXHIBIT A
COUNTY OF SANTA CLARA TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. EXCLUSIVITY AGREEMENT

The Agreement establishes a narrow level of exclusivity between the County and the Contractor for specific services rendered at (1) the Main Jail North in San Jose for male inmates, and (2) the Elmwood Correctional complex in Milpitas. Services rendered with exclusivity will narrowly include: voice calls, electronic messaging, voice mails, photo/video sharing, and video calling, which shall be defined as "Core Communication Services." This exclusivity may be waived upon mutual consent of the parties or may be waived by the County where alternate providers are able to render matching services and accompanying infrastructure at materially lower rates than the contractor. Further, the County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services which do not directly duplicate or conflict with the Contractor's Core Communication Services; the right to utilize others to provide translation and transcription services as alternatives to Contractor's translation and transcription services; the right to request proposals from others where Contractor is also able to make a proposal; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement or as otherwise outlined by the agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY DELIVERABLES SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person with relation to the subject matter of this Agreement, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill.

Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit C of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing for the same service when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. Exhibit D of this Agreement outlines the project plan including procurement of goods, installation, training, and launch of services. Exhibit E.1 further outlines any Service Level Agreements (SLAs) associated with support of hardware and applicable timelines. If Contractor fails to deliver goods and/or services in accordance with Exhibit D or as modified through mutual agreement, the Contractor may be liable for costs incurred by the County because of Contractor's delay where the contractor was given reasonable and appropriate access to County personnel, facilities, or resources to perform its duties.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The

packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be prepared by County in suitable containers in accordance with sound commercial practices and shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any material respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Except as outlined in the Agreement, Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that if the facts justify such action, according to reasonable business practice, the Procurement Director may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Procurement Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

If the County elects to become financially responsible for goods and/or services to Contractor, the parties shall amend the Agreement and Contractor shall invoice according to Exhibit C of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT

If the County elects to become financially responsible for goods and/or services to Contractor, the parties shall amend the Agreement and the County's standard payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be set forth in Exhibit C of the Agreement.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges, however, the Contractor reserves the right to withhold future goods or services without liability if late payments are more than 120 days late.

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County

may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County, specifying the effective date and scope of such termination, but notice of termination shall not be less than within sixty (60) of written notice. In such instances, the County shall provide a thirty (30) day cure period to remedy any concerns arising from the Contractor providing the County agreed upon Deliverables. The County will make commercially reasonable efforts to remedy such concerns and rescind notice of termination. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose a material and immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order, excluding any proprietary and/or confidential information, shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than reasonable tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGET CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of expiration or termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision, and other than proprietary or confidential work products or information. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

23. ACCOUNTABILITY

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract if Contractor is unable to remedy the violation within 30 days. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq., the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the

reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

28. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity.

Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

29. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

30. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

31. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

32. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered for which the County will obtain title as outlined by the Statement of Work (SOW) are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection as outlined in Section 9 & 10 above.

33. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 4.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

34. CONTRACTOR INDEMNITY

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

35. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied.

Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

36. CONTRACTOR WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements as outlined in Exhibit D, but in no event not to exceed a reasonable period of time.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

37. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

38. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

39. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide quarterly and annual reports that include financial and other contract information as mutually agreed upon through this Contract.

40. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1)) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

41. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

42. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk)

with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

43. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. 4.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

44. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

45. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

48. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile or email communication. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

53. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis in line with reasonable business practice.

54. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

55. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

56. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

57. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE (if applicable)

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.

(3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. SECURITY CISO COMPLIANCE

If applicable, Contractor shall follow the security standards, recommendations, conditions, and restrictions as provided by the County Information Security Office (CISO) for the entire term of the Agreement, or as outlined specifically in the Agreement, and subject to the County's annual assessment and/or Independent penetration testing. Before any Criminal Justice Information (CJI) is processed, transmitted, or stored in Contractor systems, Contractor shall enter into a separate agreement or amend this Agreement with County, under which Contractor shall adhere to the requirements as defined in the Criminal Justice Information Services (CJIS) Security Policy. No CJI shall be processed, transmitted, or stored in Contractor systems unless and until the separate agreement or amendment is executed.

63. COUNTY DATA

- (1) Contractor shall not acquire any ownership interest in County Data. Contractor shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County Data upon termination of this Agreement.

- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) Contractor shall not, without County's written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information.
- (5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to

the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT OR INVESTIGATORY GOVERNMENT AGENCY AND

(B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS.

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment.
 - (iii) Offer Contractor an opportunity to cure the breach.

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EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed

- c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

EXHIBIT C
PRODUCTS AND SERVICES FEE SCHEDULE

Exhibit C describes the fee schedule for Products and Services provided by Legacy at the County of Santa Clara jail facilities. Contractor rates include only taxes, fees, and surcharges that are government mandated; Contractor will not charge anyone (including the inmate, family, or friends) any discretionary taxes, fees, or surcharges on any goods or services provided, including the funding of inmate accounts. Rate Structures may be affected by the Independent Pricing Review Board (IPRB), as described below in Section VI.

I. Inmate Calling Systems (ICS) Rate Structure

A. ICS STANDARD RATES

Call rating/distance/type	Rate	Unit
Local	\$0.075	Minute
Intralata	\$0.075	Minute
Interlata	\$0.075	Minute
Interstate	\$0.075	Minute
International (Mexico & Canada)	\$0.12	Minute
International	\$0.25	Minute

1. Rates apply to all voice-only communications, regardless of funding method or call type, including but not limited to collect calls, Local Exchange Carrier (LEC) collect calls, and debit calls.
2. Rates exclude voicemail or voice messaging.
3. Payable processes including the specification of account(s) involved, approvals requirements, and account and invoice reconciliation to be determined and agreed upon during Project Implementation.

B. ICS STANDARD RATE REDUCTIONS

ICS Standard Rates shall be reduced if County enables Contractor services or subsidizes inmate calls as described below. Rate reductions will take effect five (5) business days after the change is made.

	Change	Reduction of Calling Rate	Additional Considerations
1.	Calling enabled on Tablets and Bridge Communication Devices (BCDs)	Rate reduction pending IPRB recommendations	

2.	Edovo Messenger enabled on all Tablets for all incarcerated users	.015 reduction to the calling rate	County may restrict the use of Edovo Messenger to one or more incarcerated users for reasonable disciplinary or safety reasons as deemed necessary by the County and still maintain the rate reduction so long as the average number of incarcerated users is at least 95% of the total incarcerated population.
3.	Edovo Mail enabled on all Tablets for all incarcerated users	No reduction to the calling rate	
4.	County <i>fully</i> subsidizes all calls	.003 reduction to the calling rate	The rate reduction for Edovo Messenger will need to be re-evaluated as part of an IPRB if the County decides to fully subsidize all phone calling.
5.	County <i>partially</i> subsidizes calls	Rate reduction pending IPRB recommendations	The rate reduction for Edovo Messenger will need to be re-evaluated as part of an IPRB if the County decides to partially subsidize phone calling.

II. Inmate Tablet Services Platform (ITSP) Rate Structure

Contractor shall supply the County with an ITSP for each housed inmate that enables the inmate to perform the following activities and tasks:

1. Advance their education, at minimum to achieve a GED
2. Review the Inmate Handbook
3. Submit Inmate Requests
4. Place Commissary Orders
5. Submit Inmate Grievances

Contractor shall supply at a \$0 price, the ITSPs to be used at the County's jail facilities and while Inmate Calling Systems are also provided by the Contractor.

III. Optional Products and Services

Prices for optional products or services as described in Exhibit D Legacy Statement of Work, shall be as stated below. Detailed work shall be documented in a Statement of Work, and Contractor estimates shall be agreed upon and approved by the County's Project Manager (or designee) prior to commencement of any work. Agreed changes may require a fully executed Amendment to the Agreement, and shall be governed by the terms and conditions in the Agreement.

A. Edovo Mail

The County may exercise the option to add Edovo Mail functionality, which will be provided based on the following rates, regardless of funding method:

	Package Name	Number of Credits	Rate	Metric	Character Limit	Attachments
1.	Edovo Mail: Single Credit	1	\$.25	This package type may only be purchased by inmates through the commissary. The Edovo Mail messages these credits are used for may not contain an attachment and are outbound-only Edovo Mail messages.	2,000	No attachments allowed
2.	Edovo Mail: 25 Credit Pack	25	\$5.00	A single credit is used to send an Edovo Mail message that does not have an attachment. Two credits are used to send an Edovo Mail message with an attachment. Attachments can only be sent by someone not incarcerated at the Facilities on inbound-only Edovo Mail Messages.	2,000	A single photo or a single 30 second video file may be attached to an Edovo Mail message.

3.	Edovo Mail 60 Credit Pack	60	\$10.00	A single credit is used to send an Edovo Mail message that does not have an attachment. Two credits are used to send an Edovo Mail message with an attachment. Attachments can only be sent by someone not incarcerated at the Facilities on inbound-only Edovo Mail Messages.	2,000	A single photo or a single 30 second video file may be attached to an Edovo Mail message.
4.	Edovo Mail: 120 Credit Pack	120	\$15.00	A single credit is used to send an Edovo Mail message that does not have an attachment. Two credits are used to send an Edovo Mail message with an attachment. Attachments can only be sent by someone not incarcerated at the Facilities on inbound-only Edovo Mail Messages.	2,000	A single photo or a single 30 second video file may be attached to an Edovo Mail message.

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B. [Edovo Messenger](#)

County may exercise the option to add Edovo Messenger functionality, which will be provided based on the following rates, regardless of funding method:

Package Name	Number of Messages	Rate	Metric	Character Limit	Attachments
Edovo Messenger: 250 Pack	250	\$10.00	This package covers 250 Edovo Messages which may be used as inbound or outbound messages. Funding must be provided by Contact on the outside.	160	No photos may be attached
Edovo Messenger: 600 Pack	600	\$20.00	This package covers 600 Edovo Messages which may be used as inbound or outbound messages. Funding must be provided by Contact on the outside.	160	No photos may be attached
Edovo Messenger: 2,000 Pack	2,000	\$50.00	This package covers 2,000 Edovo Messages which may be used as inbound or outbound messages. Funding must be provided by Contact on the outside.	160	No photos may be attached
Edovo Messenger: 25 Booster Pack	25	\$5.00	This package covers 25 photo-only or video-only Edovo Messenger messages. These messages do not have any text and may only be inbound. Funding must be provided by Contact on the outside.	No text	A single photo or a single 30 second video file.

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C. Voicemail and Video Messaging Rates

The County may exercise the option to add Voicemail or Video Messaging functionality, which will be provided based on the following rates, regardless of funding method:

Message Type	Rate	Unit
Voicemail	\$0.17	30-second message

To exercise the Voicemail option, work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement.

D. Additional Content / Entertainment

The County may exercise the option to add tablet content or functionality.

Detailed scope shall be confirmed, and Contractor costs shall be agreed upon and approved by the County's Department Contact (or designee) prior to commencement of any additional services. E.g. Optional Monthly Content / Entertainment Bundle.

To exercise the Additional Content or Entertainment option, work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement.

IV. Optional Professional Services – General Fee Structure

Professional Services will be based on a time and materials basis, based on the following rates:

Type	Rate	Description
Remote Consulting	\$200 per hour	Contractor provides services remotely.
Onsite Consulting	\$1,000 per day	Contractor provides services onsite at the County's facilities.

- 1) Contractor shall provide estimates for requests for Professional Services.
- 2) Contractor estimates shall be agreed upon and approved by the County's Project Manager (or designee) prior to commencement of any work. Agreed changes may require a fully executed Amendment to the Agreement, and shall be governed by the terms and conditions in the Agreement.
- 3) Onsite Consulting Fees are charged in daily increments for each day onsite, with a one day minimum.
- 4) The County will not pay for any travel or travel-related expenses.
- 5) To exercise Professional Services option, work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement.

V. Optional - Enhancements

The County may exercise the option to request modifications to the ITSP to meet regulatory or compliance requirements, or to include or update processes.

Detailed scope shall be confirmed, and Contractor costs shall be agreed upon and approved by the County's Department Contact (or designee) prior to commencement of any additional services.

To exercise the Enhancement option, work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement, and shall be governed by the terms and conditions in the Agreement.

- a) Work tasks and delivery timeline to be discussed and agreed-upon.
- b) The Contractor shall provide estimates based on the agreed-upon work tasks.
- c) The County reserves the right to negotiate price based on agreed-upon work tasks.
- d) The County will not pay for any travel or travel-related expenses.

A. Compliance Enhancements

The County may exercise the option to request enhancements to the ITSP to meet regulatory or compliance requirements.

1. HIPAA Compliance.

Contractor shall modify the ITSP standard Forms and Grievances functionality so that it is fully HIPAA compliant.

Type	Price	Description
HIPAA compliance - standard functionality for Forms and Grievances	\$300,000	County may elect for Contractor to modify Contractor's standard Forms and Grievances functionality so that it is fully HIPAA compliant so that the County's sick call, white card and refusal of care processes and forms may be administered on the Tablets and BCDs.

The County reserves the right to negotiate price based on agreed-upon work tasks.

B. Process Enhancements

The County may exercise the option to request enhancements to the ITSP to meet process inclusions or updates.

VI. Independent Pricing Review Board (IPRB)

Contractor shall establish an Independent Pricing Review Board to review Contractor's financials and impact reports and determine if pricing adjustments are recommended. The IPRB will meet annually throughout the term of the Agreement, with the first IPRB meeting to be 90 days after ICS go live. By mutual consent the IPRB may meet three (3) months after a significant change has been made to the ICS, ITSP, or Facilities.

The IPRB aims to accomplish the following objectives:

- 1) Help ensure Contractor accountability and transparency to the County and its citizens;
- 2) Balance the needs of all stakeholders affected by Contractor's services;
- 3) Ensure that fair and equitable rates are provided to the end users of Contractor's services;
- 4) Ensuring a fair return to the Contractor on all investment made by the Contractor, including upfront capital installation and ongoing costs to deliver the agreed upon services and products to the benefit of the County, incarcerated users, and their friends and family.

The IPRB shall be composed of equal parts County, Contractor, and public membership, with public participants being selected by Contractor in consultation with the County. Reports and recommendations from the IPRB are non-binding and implementation of recommendations must be mutually agreed upon by County and Contractor. An amendment to this Agreement may result from the recommendations of the IPRB. The specifics of membership of the IPRB, when it will meet, and other mechanics will be agreed during the Implementation phase of the project.

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Santa Clara County, CA

Statement of Work (“SOW”) for: Corrections Communication System

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1. Executive Summary

This Statement of Work (“SOW”) is intended to document the scope, roles, responsibilities, tasks and timeframe for the implementation of parts of the Jail Inmate Services Program (“JISP”) by Legacy Inmate Communications (“Contractor”) on behalf of the County of Santa Clara (“County”) Sheriff’s office (“SHO”). This SOW will be the governing project document, outlining project milestones as mutually agreed to by both parties.

This Executive Summary Section is intended as an overview of the County’s objectives for the project, scope and timeline for the JISP. Following the Executive Summary, the SOW defines the detailed requirements for all aspects of the JISP.

1.1 Background

The JISP implementation will include the Inmate Calling Systems (“ICS”) and the Inmate Tablet Services Platform (“ITSP”). As described in Section 2.0 below, the ICS and ITSP may provide a number of services to the inmates, including, but not limited to, voice calling, electronic messaging, access to educational and entertainment content, interfaces to third party systems such as commissary, and an inmate request and grievance system, as well as administration, monitoring, recording, and investigative features.

The Contractor shall implement the ICS and ITSP in two locations, (1) the Main Jail North in San Jose for male inmates, and (2) the Elmwood Correctional complex in Milpitas which includes housing for male inmates and a facility known as Correctional Center for Women (“CCW”) for the female inmates, collectively hereinafter referred to as the “Facilities.” Contractor shall not implement the system in Main Jail South in San Jose because this facility is planned to be decommissioned. If mutually agreed by both parties, the ICS and ITSP may be expanded to the facility replacing Main Jail South if it is completed during the term of this Agreement. Work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement. Depending on the defined work tasks additional costs and/or changes to pricing may be required.

All costs incurred in the provision of program services shall be the responsibility of the Contractor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, set-up and any other implementation services necessary to furnish the County with current technology and equipment to meet the specifications herein.

The County will provide a wired and wireless network (“County’s Network”) and requires the Contractor to deploy the ICS and ITSP on this network. Prior to the execution of this Agreement, the County has allowed the Contractor to conduct a site survey of the Facilities for the purposes of inspecting the physical layout to identify installation locations of the Contractor’s telecommunications devices. The ITSP will interface with and run on the County’s Network. Contractor has provided network specifications, such as required wireless bandwidth, to the County so that the County may properly configure the County’s Network.

1.2 Project Strategy and Objectives

1.2.1 Business Objectives

Upon successfully completing this initiative the County expects to meet the following goals and objectives:

- Ability for family and friends to connect with inmates through voice and other technologies at affordable costs and with minimal fees.
- Successful transition from the County's incumbent inmate telecommunications provider.
- Business analytics and inmate identification technology to assist with case investigations.
- Tablets and Bridge Communication Devices ("BCDs") installation for family and friends to connect with inmates through advanced devices and media.
- Compliance with FCC regulations and all other applicable State, Federal and local laws.
- Gains in operational efficiencies, decreasing operational costs.
- Improvements to inmate experience by providing programming and educational opportunities, as well as offering services to facilitate communications with friends and family and communications with facility staff.

1.3 Project Scope

In general, the County seeks to achieve best value for the following, at the lowest possible cost to consumers and inmates:

- Contractor shall supply a turnkey ICS with voice telecommunications services to include land-line, Local, Intralata, Interlata, Interstate, and International service.
- Contractor shall supply the County with an ITSP that provides electronic and picture messaging, educational and entertainment content, and interfaces to third party applications.
- Contractor shall install, maintain, and operate all end point communications devices, such as telephones and tablets, necessary for the ICS and ITSP. The ICS and ITSP end point communications devices shall be connected using the County's Network. All costs to provide sufficient coverage to support the ICS and ITSP on, and otherwise maintain, the County's Network shall be the responsibility of the County.
- Contractor shall supply security systems and software for the ICS and ITSP, security patches for the ICS and ITSP, reporting systems for the ICS and ITSP, data analytics for the ICS and ITSP, and investigative tools for the ICS and ITSP.
- Contractor shall provide detailed and useful reports to enable effective contract oversight.
- Contractor shall provide several funding options for communication services.

2. Scope of Services

2.1 Hardware

Contractor shall provide various types of hardware to be used by the inmates and County staff at the Facilities in accordance with the specifications below. Unless otherwise specified in this Agreement, all hardware shall be made available to the County, free of charge and, with the exception of any cabling or Fiber that Contractor may install, will remain the property of Contractor. Contractor shall remove the hardware upon termination of this Agreement. All devices provided by Contractor shall meet American Disabilities Act (“ADA”) standards, Title 24 Requirements, and comply with all Federal, State, and local laws and regulations.

2.1.1 Telephone Devices

Contractor shall install telephones and communications devices for the hearing impaired (“Telephone Devices”) in accordance with the specifications below.

2.1.1.1 Telephone Device Count
1. Contractor will install any number up to 678 standard inmate telephones as directed by County in locations specified by the County during the pre-contract site survey, unless the County requests fewer inmate telephones.
2. Contractor will install any number up to 250 visitation telephones as directed by County in locations specified by the County during the pre-contract site survey.
3. Contractor will install any number up to 27 Telephone Devices for the Deaf (“TDD”) as directed by County in locations specified by the County during the pre-contract site survey.
4. Contractor will install any number of up to 27 Portable Telephone Devices for the Deaf as directed by County in locations specified by the County during the pre-contract site survey.
5. Contractor will install any number up to 27 Portable Telephones with Amplified Handsets as directed by County in locations specified by the County during the pre-contract site survey.
2.1.1.2 Telephone Device Specifications
1. All inmate telephones shall meet the following standards: <ul style="list-style-type: none"> a. Be of a type designed for and suitable for use in a correctional facility; b. Mounted to a fixed location in the jail; c. Be wired using copper twisted pair wiring; d. Include a hook switch, handset and 12-button keypad; e. Telephones designated as intake area telephones may be speakers for single occupancy cells.
2. All Telephone Devices shall be "tamperproof", with steel encased housings and shockproof

keypads.
3. Telephone Devices shall not have any exposed screws, bolts, metal or hard substance fasteners etc., which could be removed from the unit without the use of specially designed removal devices or tools.
4. All handsets must be of heavy-duty construction with no removable parts and must be hearing aid compatible.
5. All Telephone Devices shall be waterproof and fireproof.
6. All Telephone Devices shall have key-locked mountings.
7. All Telephone Devices and system equipment must be new and completely operational at cutover.
8. All Telephone Devices must comply with FCC rules and meet or exceed all applicable codes and standards for installation and service.
9. The Telephones Devices shall support immediate, individual device activation and deactivation by device or for all devices as a whole.
2.1.1.3 Telephone Device Locations
1. Contractor shall install Telephone Devices in the exact locations where Telephone Devices are currently installed, or County shall, at County’s cost, wire and prepare new locations for Telephone Devices.
2. County shall provide in writing the location each Telephone Device should be installed prior to the start of the implementation.

2.1.2 Tablet Devices

Contractor shall provide Tablets in accordance with the following.

2.1.2.1 Tablet Device Count
1. Contractor will provide any number up to 3,600 Tablets. Distribution of Tablets will be determined during project Initiation.
2.1.2.2 Tablet Device Specifications
1. Inmates will not be assigned a particular Tablet. Inmates may log into any Tablet by correctly entering their login credentials.
2. Tablets shall have their cameras disabled so that they cannot be used to take pictures or video unless otherwise agreed in writing by both parties.

<p>3. Tablets shall have their speakers disabled, and shall only emit sound through headsets that are plugged into the Tablet.</p>
<p>4. Tablets shall be in a tamper resistant case that is detention and corrections grade.</p>
<p>5. Tablets shall not include removable parts unless mutually agreed by both parties in writing.</p>
<p>6. During the Initiation phase of the project the County will define a percentage of the Tablets to be configured for use by the hearing impaired. County may change this percentage by notifying Contractor in writing and Contract will deliver newly configured Tablets within two weeks of County’s written request.</p>
<p>7. Contractor shall provide tablets that feature non-removable batteries and have a battery length of between six (6) and twelve (12) hours per charge depending on usage.</p>
<p>8. Tablets shall support immediate application activation and deactivation by user group, which is determined by user and housing data provided by the Inmate Data Feed.</p>
<p>2.1.2.3 Tablet Coverage Areas</p>
<p>1. Tablet coverage area is dictated by the County Network. County may request consulting services from Contractor to provide advice for coverage or performance improvement for an additional fee as described in EXHIBIT C: PRODUCTS AND SERVICES FEE SCHEDULE.</p>
<p>2.1.2.4 Tablet Device Locations</p>
<p>1. Contractor shall provide County with the specifications of available charging cart options, including charging cart size, number of Tablets it can concurrently charge, and power specifications.</p>
<p>2. County shall designate locations in the Facilities to store Tablet charging carts and shall ensure that the electrical infrastructure is sufficient to support the desired number of charging carts in those locations.</p>
<p>3. County shall provide in writing document(s) detailing the location each Tablet charging cart should be installed prior to the start of the implementation.</p>
<p>4. Contractor shall provide a sufficient number of fixed and mobile charging carts to charge all Tablets concurrently.</p>
<p>2.1.2.5 Tablet Breakage Rate</p>
<p>1. County may request Contractor to replace damaged or non-functioning Tablets. Contractor shall replace up to six percent (6%) of the number of Tablets deployed at the Facilities annually at no charge to County. County agrees to reimburse Contractor for the replacement Tablets requested by County in excess of six percent (6%) of the number of Tablets deployed at the Facilities annually. For the replacement Tablets in excess of five percent (5%) of the number of Tablets deployed at the Facilities annually, Contractor will invoice County upon</p>

<p>delivery of the Tablets in an amount equal to the price Contractor paid for the Tablets plus a \$50 Tablet configuration and delivery fee.</p>
<p>2. County will institute and manage reasonable Tablet usage policies at the Facilities to mitigate against Tablet breakage. Contractor will provide County with the latest version of the Tablet Operations Manual.</p>

2.1.3 Bridge Communication Device specifications

BCDs shall be installed by Contractor in accordance with the following:

<p>2.1.3.1 BCD Count</p>
<p>1. County may choose to replace up to a cumulative ten (10) percent of the standard inmate telephones with BCDs.</p>
<p>2. If County elects to install additional BCDs, then Contractor will invoice County for an amount equal to the total cost incurred to purchase, ship, and install the BCDs; work tasks shall be detailed in a Statement of Work and shall follow as an Amendment to this Agreement.</p>
<p>2.1.3.2 BCD Specifications</p>
<p>1. The BCDs shall be suitable for a correctional environment, and shall be stainless steel, sturdy, non-coin, vandal and tamper resistant, and reasonably water and fire resistant.</p>
<p>2. Each BCD shall be equipped with a minimum of a ten (10) inch, shatter-resistant touch screen monitor. The model of BCDs to be installed will be mutually agreed upon by the County and Contractor prior to installation.</p>
<p>3. The BCDs shall be power-over-Ethernet devices, which means they will be plugged into an Ethernet port by which it will be connected to the County’s network at the Facilities and will receive power.</p>
<p>4. The BCDs shall be stationary and will not be mobile or portable.</p>
<p>5. The BCDs shall support immediate, individual application activation and deactivation of individual BCDs or all BCDs as a whole.</p>
<p>2.1.3.3 BCD Locations</p>
<p>1. Contractor shall install BCDs in the exact locations County has prepared for BCDs. County shall provide in writing the location each BCD should be installed prior to the start of the implementation.</p>

2.1.4 Headsets

Contractor shall provide inmates with headsets in accordance with the specifications below, collectively known as the “Headset Policy.”

2.1.4.1 Headset Policy
<p>1. Contractor shall provide headsets to County in accordance with the following standards:</p> <ul style="list-style-type: none"> a. Contractor will provide free headsets to allow the County to distribute one free headset to each inmate who is actively using Contractor’s Tablets while housed at the Facilities; b. The number of headsets provided each year shall not exceed the number of inmates housed that year; c. The headsets that are delivered to County by Contractor shall be sanitary, functional, and compatible with Contractor’s Tablets in use at the Facilities; d. Headsets shall be provided to inmates by County free of charge.
<p>2. The County will include in its policies and procedures a policy to provide only one free headset to each housed inmate. This policy shall be communicated to SHO staff and the inmates. Should any inmate require new headsets for any reason the inmate may purchase a new headset from Contractor through the commissary.</p>
<p>3. Contractor will replace defective Headsets at no cost to the County or the inmates.</p>
<p>4. Contractor will also sell additional headsets to inmates through the commissary, or an agreed upon process if the County’s commissary vendor will not sell the headsets.</p>
<p>5. By the tenth day of the month, County shall provide to Contractor a report showing the number of inmates housed at the Facilities for the prior month. Contractor will use this report to reconcile the number of free headsets provided to the County with the number of inmates housed during the month. County agrees to promptly take corrective action of inventory and distribution processes if it is identified that the number of free headsets distributed is greater than the number of inmates housed.</p>

2.1.5 Network Hardware

2.1.5.1 Network Equipment
<p>1. Upon County’s approval, Contractor may install additional pieces of network equipment necessary to support the ICS and ITSP.</p>

2.2 Services

Contractor shall provide a number of services, including but not limited to communication, education, and entertainment services, to the County. These services will only be made available to inmates on the devices as described below, in accordance with a timeline approved by the County.

Service	Phone	Tablet	BCD	Notes
Voice Call	Yes	Yes	Yes	
Voice Mail	Yes	Yes	Yes	Voice mail is available on BCDs and Tablets only when the voice mail app is activated.
Edovo Mail	No	Yes	Yes	
Edovo Message	No	Yes	Yes	
Educational Content	No	Yes	No	Includes inmate handbook
Entertainment Content	No	Yes	No	
Requests and Grievances	No	Yes	Yes	
Commissary	Yes	Yes	Yes	This integration is only available in accordance with Section 2.4.

2.2.1 Inmate Calling System

The ICS refers to the underlying hardware, software, and services that facilitate voice communication from telephone sets, as well as reporting, security, and user application functionality required by the County for administration and investigations.

2.2.1.1 ICS Enabled Devices

1. Inmates shall have the ability to make voice calls from the following devices upon County approval:
 - a. Telephone;
 - b. Tablet;
 - c. BCD.

2.2.1.2 ICS Service Standards

1. ICS calls on Tablets and BCDs shall not be enabled for inmates unless expressly agreed to in writing by the County.
2. The ICS shall provide the capability to terminate the network connection associated with a communications session at the end of the session.
3. The ICS shall provide County the ability to activate and deactivate individual inmate’s PINs and the ability to activate and deactivate all PINs.
4. When placing a call using the ICS service, the ICS service shall play an automated overlay message in English, Spanish and Vietnamese within the first 30 seconds after call pick up, announcing the type of call and that the conversation may be monitored and shall be recorded.
5. Inmate call may not connect without positive acceptance by the called party with the following exceptions:
 - a. Calls made to a list of telephone numbers pre-approved by County which allow passive acceptance and the use of touch tone directory services;
 - b. Calls made to a list of telephone numbers pre-approved by County that are set up to

allow the inmate to call using speed dial.
6. Inmates shall be prohibited from placing calls to pay-per-call, directory assistance, and emergency services including: 800, 888, 877, 900, 976, 550, 555-1212, 700, 500, 911, 411, carrier (“PIC”) codes, all local numbers which access long distance carriers such as 950-XXXX, and toll-free area codes and exchanges, except as approved in advance and in writing by the County.
7. If an attempted call is not completed, the ICS shall inform the inmate of the reason the call was not completed via automated voice response. If the call is not completed neither the inmate nor the called party will be charged.
8. Inmates must authenticate their identity prior to placing a call on the ICS by entering their Personal Identification Number (“PIN”). In accordance with Section 2.4.1.2 below, County will provide Contractor with inmates’ PIN numbers.
9. The ICS shall allow for recording, monitoring, and reporting in accordance with specifications in Section 2.3.
2.2.1.3 ICS Funding Methods
1. Calls made by inmates on the ICS may be made using one of the following three funding mechanisms: <ul style="list-style-type: none"> a. An arrangement whereby the called party takes affirmative action clearly indicating that it will accept the charges associated with a call originating from the Facilities (“Collect Call”); b. An arrangement whereby funds are available in an account to enable an inmate to call a specific phone number (“Prepaid Account”). Inmates may have more than one Prepaid account; c. An arrangement whereby funds are available in an account to enable an inmate to call any number not otherwise restricted in accordance with this Agreement (“Debit Account”).
2. Inmate ICS accounts may be funded in accordance with the following standards: <ul style="list-style-type: none"> a. Prepaid accounts may only be funded by an entity not incarcerated at the Facilities; b. Debit accounts may be funded by an inmate by purchasing time through their own commissary account or by an entity not incarcerated at the Facilities. This functionality is only available if the commissary integration is available in accordance with Section 2.4, and County’s commissary vendor agrees to commercially reasonable terms with Contractor for providing this functionality.
3. Contractor will not enable or allow the use of calling cards on the ICS.

2.2.2 Electronic Messaging

Upon County approval, Contractor shall provide the ability for inmates to send and receive electronic messages in accordance with the following:

2.2.2.1 Electronic Messaging Enabled Devices

1. Electronic messaging shall work on BCDs and Tablets.

2.2.2.2 Electronic Messaging Standards

1. Electronic messaging shall not be enabled for inmates unless expressly agreed to in writing by the County.
2. Tablets and BCDs shall allow the following types of electronic messaging:
 - a. Inbound and outbound email-like service called Edovo Mail;
 - b. Inbound and outbound text message-like service called Edovo Messenger.
3. Each type of electronic message shall be configurable to limit the number of allowed characters within the following parameters:
 - a. Each individual Edovo Mail message may contain no more than 2,000 characters;
 - b. Each individual Edovo Messenger message may contain no more than 160 characters in accordance with Cellular Telecommunications Industry Association (“CTIA”) guidelines. Each message greater than 160 characters is broken into an additional message string and deducted against the overall messaging plan purchased.
4. Each individual inbound Edovo Mail message may have up to one supported file attached to it in accordance with the following specifications:
 - a. File size may not exceed seven (7) megabytes;
 - b. File type must be a common picture format or common video format. County must approve file types.
5. Each individual inbound Edovo Messenger message that utilizes Booster Pack may have up to one supported file attached to it in accordance with the following specifications:
 - a. File size may not exceed seven (7) megabytes.
 - b. County must approve file types.
6. Neither outbound Edovo Mail messages nor outbound Edovo Messenger messages may have files attached to them.
7. The Edovo Mail platform shall allow inmates to draft a message and save the draft for transmission at a later time. The inmate shall not be charged for creating a draft message.
8. If an inmate does not have sufficient funds to process an electronic message transaction, the inmate shall receive a decline message stating there are insufficient funds in the account to process a transaction.
9. Edovo Mail and Edovo Messenger shall allow for monitoring, and reporting in accordance with specifications in Section 2.3.

2.2.2.3 Electronic Messaging Funding Methods

1. Inmate Electronic Messaging accounts may be funded in accordance with the following

- standards:
- a. Edovo Messenger may only be funded by an entity not incarcerated at the Facilities;
 - b. Edovo Mail may be funded by an entity not incarcerated at the Facilities or, if the commissary integration is available in accordance with Section 2.4, and County’s commissary vendor agrees to commercially reasonable terms with Contractor for providing this functionality, then Edovo Mail may be funded by the inmate with funds from the commissary.

2.2.3 Online Requests and Grievances

2.2.3.1 Request and Grievance General Standards
<p>1. Contractor shall provide functionality for the administration of inmate request and grievances at no cost to the County. This functionality shall be available to inmates at no cost on the Tablets and BCDs.</p>
<p>2. County acknowledges that the solution provided by Contractor in accordance with this Agreement is not compliant with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or any other HIPAA related requirements (e.g. HIPAA Privacy, HIPAA Standards for Electronic Transactions, and any other HIPAA laws, standards, or requirements now or as they become law). The Contractor’s service is not being provided for the purposes of hosting, storing, transporting, or otherwise interacting with any data that falls under HIPAA. County agrees to maintain at County’s expense a separate system to handle communications from inmates that require HIPAA compliance.</p>
<p>3. Contractor shall post a notice on any Contractor provided request or grievance form that informs inmates that Contractor’s request and grievance forms are not to be used for medical requests. The language of these notices shall be in accordance with the following standards:</p> <ul style="list-style-type: none"> a. Notices shall be provided in English, Spanish, and Vietnamese, and shall be written using simple, non-technical language so as to be clear and easily understood; b. Notices shall direct the inmate to use the County’s existing medical requests process (white card).; c. Notices are subject to approval by County and Contractor; and d. Notices are subject to change from time to time as deemed necessary by County or Contractor.
<p>4. Contractor’s request and grievance functionality will be built in accordance with the following standards:</p> <ul style="list-style-type: none"> a. Language: Request and grievance forms will adhere to the language standards defined in Section 2.5.1.5 of this Agreement; b. Form Fields: Request and grievance forms will contain a standard set of fields based on the templates provided by Contractor and the current forms in use at the Facilities. Contractor will work with the County to define and agree upon the fields during the Initiation phase of the project. Fields may be a combination of pre-populated fields and user defined fields. Any pre-populated field that contains inmate-specific data such as name, ID, or location, must be data that is provided by

County to Contractor in the Inmate Data Feed in order for that field to be pre-populated. The user defined fields will be a combination of free form text fields and dropdown lists;

- c. Form Submission: Inmates may create, submit, and track the status of requests and grievances from the Tablets and BCDs. Inmates may only view requests and grievances that they have created;
- d. Form Workflow: Upon submission, requests and grievances will be routed systemically to queues, also known as work groups. Queues and routing workflows will be based on a standard set of templates provided by Contractor and further defined by the County for its specific use. Contractor will work with the County to define and agree upon the queues and workflow rules during the Initiation phase of the project, and the queues and workflow rules may be modified at County's discretion by change request. Staff approved by the County may respond to requests and grievances in accordance with the permissions assigned to them and may reassign requests and grievances to different queues or other County staff members;
- e. Housing Information: If County provides inmate housing data in the Inmate Data Feed then request and grievances will automatically record the inmate's housing information as it was when the request or grievance was submitted, and County staff may search for requests and grievances based on inmate housing information;
- f. Staff Only Field: Contractor's request and grievance functionality will provide a notes field which will be available to the County staff to view and edit and will not be visible to the inmates; and
- g. No Downstream Integration: The Contractor's request and grievance functionality will not be integrated into any other County system for the purposes of transferring request and grievance data to that system, including the County system known as "ACES." All request and grievance data created using the Contractor's request and grievance functionality will only reside on Contractor's systems.

2.2.3.2 Optional HIPAA Enhancements to Forms and Grievances

1. For an additional fee as described in EXHIBIT C: PRODUCTS AND SERVICES FEE SCHEDULE, County may elect for Contractor to modify Contractor's standard functionality for Forms and Grievances so that it is fully HIPAA compliant so that the County's sick call, white card and refusal of care processes and forms may be administered on the Tablets and BCDs.

2.2.4 Educational and Entertainment Content

2.2.4.1 Educational and Entertainment Content General Standards

1. Contractor shall provide educational content on the Tablets at no cost to the County or inmates in accordance with the following standards:
 - a. Educational content available to the inmates will be consistent with the baseline content provided to all other jails and prisons using the Contractor's educational platform;
 - b. Prior to the educational platform being made available to inmates, County may review all courses on the educational platform and select which courses to make available to inmates;

- c. Contractor will notify County no less than seven (7) days in advance of significant functionality changes to any of the courses. A significant functionality change is defined as a change that introduces an entirely new feature or substantially alters the function of an existing course and/or related features such that re-training by the Contractor is necessary;
- d. Contractor will notify County no less than seven (7) days in advance of any new courses added to the platform and County may prevent the new course from being added;
- e. Contractor will notify County no less than seven (7) days in advance of any significant content changes to any of the courses. A significant content change is any change where which alters the meaning, lesson, or theme of a course;
- f. County may create their own courses and deliver them to the Contractor for upload to the educational platform;
- g. Individual course content cannot be changed unless the course was created for the exclusive use of the County or was provided by the County
- h. All educational courses will be available to inmates upon release by accessing Contractor's website and providing identifying information.

2. Contractor shall provide entertainment content on the Tablets at no cost to the County in accordance with the following standards:
 - a. A selection of movies which are will be available that are suitable for a correctional setting and have been edited to remove content deemed "objectionable" (e.g. sexual content, obscene language, and/or graphic violence);
 - b. A selection of digital music play streams covering a variety of musical genres and languages will be available that are suitable for a correctional setting and have been edited to remove content deemed "objectionable" (e.g. sexual content, obscene language, and/or graphic violence);
 - c. A selection of video games will be available that are suitable for a correctional setting and do not contain content deemed "objectionable" (e.g. sexual content, obscene language, and/or graphic violence);
 - d. Prior to the entertainment platform being made available to inmates, County may review all items on the entertainment platform and select which items to make available to inmates;
 - e. Contractor will notify County no less than seven (7) days in advance of any new entertainment items being added to the platform and County may prevent the new entertainment item from being added;
 - f. Contractor will notify County no less than seven (7) days in advance of any significant content changes to any of the entertainment items. A significant content change is any change where which alters the meaning, lesson, or theme of an entertainment item.

2.2.5 Additional Tablet Functionality

2.2.5.1 Minimum Free Content and Applications

1. Contractor shall make the Inmate Rulebook available on Tablets and BCDs at no cost to the County. The Inmate Rulebook is located at <https://www.sccgov.org/sites/sheriff/jail->

reforms/Documents/Inmate%20Rulebook.pdf .
2. Subject to County’s approval, Tablets and BCDs may come with a set of preloaded free features, such as a calendar, a calculator, and a dictionary.

2.3 System Administration

The system shall have an administrative tools set (“Admin Tools”) that will allow designated Office of the Sheriff or Department of Correction to administer access to the devices (Phones, Tablets, and BCDs) and the services available on the devices, as well as the ability to, in real time, monitor, interrupt, voice over or halt a session using the system’s Admin Tools in accordance with the specifications below.

2.3.1 System Administration

2.3.1.1 System User Privileges
1. Access to the system shall be controlled by Role and Permission Groups, which are system designations that allow the users assigned to the Role and Permission Groups certain access privileges to the system’s Admin Tools. Access to the system’s reporting, administrative, and investigative functionality shall be controlled by these Role and Permission Groups.
2. The Role and Permission Groups shall be defined by County on a per-group and per-individual basis. The ability to assign County staff to Role and Permission Groups for the ICS and ITSP shall be enabled for County staff.
2.3.1.2 ICS Recording, Monitoring, and Reporting
1. The Admin Tools shall allow designated County staff to view all live calls in progress at the Facilities.
2. Authorized roles will be able to retrieve calls and call revenue data, by call destination and applicable rate/fee category, for a specified time period. Call data available in the inmate call management system shall reconcile exactly to revenue collected by the vendor. Non-billed and non- collected call data shall be included in reconciliation reports and shown as “un-billed” and “un-collected”.
3. Authorized roles will be able to monitor and interact with any in-progress call made from any Contractor-supplied ICS or ITSP device in accordance with the following criteria: <ul style="list-style-type: none"> a. Monitoring and interaction may be done using any laptop or desktop connected to the internet from any location, on or off-site using commonly and commercially available operating systems and web browsers in accordance with the following requirements: <ul style="list-style-type: none"> i. All commercially available versions of Android, Apple and Windows operating systems that have not reached their end of service life with their manufacturers; ii. The most recent commercially available release and the last two major releases of Chrome, Microsoft Edge, and Safari web browsers. Contactor also

<p>supports the Internet Explorer 11 web browser until it reaches its end of service life with Microsoft.</p> <ul style="list-style-type: none"> b. Monitoring and interaction may be done without the inmate or the called party being made aware that an investigator is listening to the call; c. Designated County staff may disconnect any call in progress; d. Designated County staff may join any call.
<p>4. Authorized roles will be able to search, view metadata about, and listen to any type of communication that occurs using the ICS with the exception of calls designated as privileged communication.</p>
<p>5. The ICS may be configured to prevent the monitoring and recording of calls between an attorney and his/her inmate client, at any device attached to the system, as designated by the County.</p>
<p>6. Authorized roles will be able to monitor any ICS call that is in progress and hasn't been flagged as 'do not monitor' without the caller or called party being notified that the call is being monitored.</p>
<p>7. Authorized roles will be able to instantly terminate an inmate call in progress.</p>
<p>8. Authorized roles will be able to break-in on a specific inmate call in progress in order to talk to the inmate and the called party.</p>
<p>9. Authorized roles will be able to write note(s) and attach them to call records for the purposes of inclusion of information such as the case number or other investigative data. Any note attached to a recorded call shall become a permanent part of the call detail record.</p>
<p>10. County shall have ability to limit the length of calls placed by inmates. The system shall provide the ability to set such time limits at the PIN and all devices, as well as across the system as a whole.</p>
<p>11. The ICS shall be capable of blocking an unlimited number of individual and designated private numbers.</p>
<p>12. Recorded and stored calls shall provide security measures which absolutely ensure the call has not been tampered with or altered in any way. Stored call security shall extend to recordings that have been transferred to offline storage media and or systems.</p>
<p>13. The ICS shall provide a playback history list of a recorded call(s) so as to show every system user ID that has played back the recorded call in addition to the date and time the call was played back.</p>
<p>14. The ICS shall provide the ability to move copies of recorded calls to electronic removable media for transport and replay on another computing device with audio capabilities.</p>
<p>15. Contractor shall save and make available call recordings in a manner which allows County to access, search, listen to, and download the call recordings without the need for County to submit any request, trouble ticket, or other type of communication to Contractor, in</p>

accordance with the following standards:

- a. Recorded ICS calls made on a device other than the visitation phones shall be available for no less than 24 months;
- b. Recorded ICS calls made on a visitation phone shall be available for no less than 18 months.

2.3.1.3 Tablet Administration, Monitoring and Recording

1. County shall have the ability to immediately restrict an inmate's access to an individual application(s) or the tablet as a whole.

2.3.1.4 General Reporting and Investigating Standards

1. The system shall support data export of system-generated reports to Microsoft Excel compatible file formats; e.g. "*.CSV" - comma-separated-value, or "*.xls"-Microsoft Excel file format.

2.3.1.5 Electronic Messaging Administration, Monitoring and Data Retention

1. If County elects to authorize Electronic Messaging, then the administration, monitoring, and data retention of the Electronic Messaging will be in accordance with the following standards.
2. Each inbound Edovo Mail message shall be routed by the system to County for review and approval in accordance with County's censorship rules and regulations. Contractor shall ensure no Edovo Mail messages can be viewed by the inmates prior to approval by County. The system shall identify or group Edovo Mail messages based on the status of the messages, e.g., awaiting approval from County, released to inmates, censored, etc. in order for staff to easily identify messages that require further attention.
3. Each inbound Edovo Messenger message that has a file attached shall be routed by the system to County for review and approval in accordance with County's censorship rules and regulations. Contractor shall ensure no Edovo Messenger message that has a file attached can be viewed by the inmates prior to approval by County. The system shall identify or group Edovo Messenger messages based on the status of the messages, e.g., awaiting approval from County, released to inmates, censored, etc. in order for staff to easily identify messages that require further attention.
4. Should County reject an Edovo Mail message or an Edovo Messenger message, the system shall transmit a notification message to the party initiating the message and to the inmate in which the electronic message was addressed indicating that the message has not been approved for delivery as well as the reason for which the message was not approved.
5. The system shall allow system users to select the reason for censoring the Edovo Mail messages and Edovo Messenger using a drop down list. Censoring reasons available in the drop down list shall be specified by County.
6. The system shall have the capability for the County to query all Edovo Mail messages and

Edovo Messenger messages.
<p>7. The system shall have the capability to track certain activities and patterns related to Edovo Mail messages and Edovo Messenger messages. The following information (at a minimum) shall be made available for monitoring and investigative purposes via various reports and other system functionality:</p> <ul style="list-style-type: none"> a. Messages count and/or content by inmates; b. Messages count and/or content by sender; c. Daily, weekly and monthly statistics; d. Breakdown by call funding types.
<p>8. Contractor shall store all Edovo Mail messages and Edovo Messenger messages, reports and data online for the term of the Agreement and all renewal term(s). Contractor shall store all messages, reports and data online for a period of five (5) years beyond the last date of service under the Agreement and any renewal term(s). Archived and/or offline messages, reports and data shall be retrieved and provided by Contractor to County within five (5) business days upon receipt of the requested messages, reports and/or data.</p>

2.4 System Integrations

2.4.1 Third Party Integration

2.4.1.1 General Standards
<p>1. Contractor does not require County to purchase products or licenses for any third parties to enable the system’s standard functionality. Any third party products or licenses that are required to enable the system’s standard functionality will be provided by Contractor, or be commonly available, at no charge to the County.</p>
<p>2. For any third party integrations requested by County, County acknowledges that County third party vendors must make their data available to Contractor using common and commercially available technologies as defined in EXHIBIT D.4: LEGACY THIRD PARTY APPLICATION INTEGRATIONS in order for the integration to be built.</p>
2.4.1.2 Inmate Data Feed
<p>1. Contractor requires certain inmate data to be provided electronically via an integration to the ICS and ISTP to enable the ICS and ISTP to function in accordance with this Agreement. County agrees to provide this inmate data in accordance with Contractor’s JMS Integrations standards as defined in EXHIBIT D.3: LEGACY INTEGRATIONS. Updates of this inmate data shall be provided by the County every fifteen minutes, or more often as desired by County, and the inmate data provided by County shall include, but not be limited to:</p> <ul style="list-style-type: none"> a. Inmate ID; b. Inmate First Name; c. Inmate Last Name; d. Inmate PIN; e. Inmate Date of Birth;

- f. Housing Location - Facility;
- g. Housing Location – Building;
- h. Housing Location – Floor;
- i. Housing Location – Housing Unit.

2.4.1.3 Commissary

1. Contractor shall integrate, free of charge, with County’s commissary system in accordance with the following standards:
 - a. If County’s commissary vendor provides an online interface that meets Contractor’s integration terms of service as defined in EXHIBIT D.4: LEGACY THIRD PARTY APPLICATION INTEGRATIONS and agrees to interface with the ITSP, Contractor will enable inmates to place commissary orders and fund their own Edovo Mail credit and ICS debit accounts on Tablets and BCDs.
 - b. If County’s commissary does not meet Contractor’s integration terms of service as defined in EXHIBIT D.4 then Contractor will work with the County to enable inmates to fund their own Edovo Mail credit and ICS debit accounts via a manual fulfillment process.

2.5 Language Support

2.5.1 Language Support Standards

2.5.1.1 General Language Support Standards

1. Unless specified in this Agreement, all features in the ICS and ITSP are available only in English.

2.5.1.2 ICS Language Support Standards

1. All Interactive Voice Response (“IVR”) prompts shall be available in English, Spanish, and Vietnamese.
2. All Automated Information System (“AIS”) prompts and information shall be available in English, Spanish, and Vietnamese. County shall provide Contractor one written document in each language to be used to build the prompts intended for general public consumption. The documents shall not contain abbreviations, jargon, or other codes.

2.5.1.3 Tablets and BCD Language Support Standards

1. The user interfaces on Tablets and BCDs are designed to be user friendly and rely heavily on imagery such as the use of icons, symbols, and consistency in color patterns. Immediately upon a user’s first login the user will be presented with a screen that enables the user to choose their preferred language between English, Spanish, and Vietnamese. Once the selection is made, the user will be directed to a tutorial page that describes the basic use and navigation of the Tablet in the language selected. User will have the ability to change their language preference while using the Tablet or BCD.

<p>2. The keyboards on the Tablets and BCDs shall be enabled to support standard English letters, Spanish letters, and Vietnamese letters. Users may manually toggle the keyboard between languages as needed.</p>
<p>3. Contractor will provide electronic getting started guides on each Tablet in English, Spanish, and Vietnamese showing the basics of how to navigate the Tablet and use key features.</p>
<p>2.5.1.4 Educational and Entertainment Content Language Support Standards</p>
<p>1. Contractor will make reasonable efforts to provide translations of English language courses into Vietnamese and Spanish in accordance with the following standards:</p> <ul style="list-style-type: none"> a. Contractor will provide a list of all available courses and note the languages in which they are available. For any courses not available in Vietnamese and Spanish, Contractor will provide a prioritized list for translation. This list will be continually updated as courses are added to the platform; b. Contractor will translate the top 50 courses based on (1) course completion and (2) time in course, averaged across other county jails into Vietnamese and Spanish for which Contractor owns the intellectual property (“IP”). Translated courses will be available on the first day the ITSP is available to inmates. Translations of English language video content within courses into Vietnamese and Spanish may be dubbed or subtitled; c. Contractor will work with vendors who supply content for which Contractor does not own the IP to have their content translated into Vietnamese and Spanish. County understands and accepts that courses and content for which the IP is owned by a third party provider, Contractor must adhere to any restrictions on translation imposed by the IP owner.
<p>2.5.1.5 Requests and Grievances Language Support Standards</p>
<p>1. Forms on the requests and grievances portal shall be available in English, Spanish, and Vietnamese.</p>
<p>2.5.1.6 Third Party Integration Language Support Standards</p>
<p>1. Any data rendered on the ITSP that is provided to the ITSP through an integration into a third party system, such as the commissary integration, can only be rendered on the ITSP in the language(s) in which the third party vendor makes that data available.</p>

2.6 Revenue, Rates, and Fees

2.6.1 Revenue, Rates, and Fees specifications

<p>2.6.1.1 Revenue, Rates, and Fees</p>
<p>1. Contractor is permitted to generate revenue by providing the services described in this Agreement.</p>

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| 2. Revenue, rates, and fees shall be provided in accordance with EXHIBIT C: PRODUCTS AND SERVICES FEE SCHEDULE. |
| 3. No rate or fee may be changed or added without the prior written approval of the County. |
| 4. Contractor will only charge taxes, fees, and surcharges that are government mandated, and will not charge anyone (including the inmate, family, or friends) any discretionary taxes, fees, or surcharges on any goods or services provided, including the funding of inmate accounts. |

2.6.1.2 Communications Subsidy

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| 1. If mutually agreed by County and Contractor in writing, and in accordance with a timeline mutually agreed in writing by County and Contractor, County may implement a plan to financially subsidize the cost to the end user for their use of the Contractor's communications services described in this Agreement by paying a portion or all of the cost to use the Contractor's communications service directly to the Contractor on behalf of the end user ("Communication Subsidy"). |
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2.7 Customer Support

2.7.1 Customer Support specifications

2.7.1.1 General Standards

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| 1. Contractor shall provide a toll free customer service number for friends and family of inmates as well as additional web-based customer services. Customer services shall be available 24 hours a day, 365 days a year in English and Spanish. Customer support calls with staff speaking other languages, including Vietnamese, may be arranged upon request. |
| 2. Contractor shall provide end user customer support in accordance with Contractor's published Customer Support and Service Level Responses terms of service as defined in EXHIBIT E.1: LEGACY SERVICE LEVEL AGREEMENT. |

2.8 Contractor's Staff

2.8.1 Contractor's Staff General Standards

2.8.1.1 General Standards

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| 1. Any Contractor staff or subcontractors that need to work onsite at the Facilities must be obtain County's security clearance prior to coming onsite. |
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2.8.2 Onsite Administrator

2.8.2.1 Onsite Administrator General Standards

1. Contractor shall provide, at Contractor's expense, two (2) full time onsite administrators ("OSAs"), which are technicians trained to support the Contractor's products and services who will work onsite at the Facilities during the County's business days. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for County holidays.
2. While OSAs are on duty, the OSAs shall serve as first tier support and shall promptly troubleshoot all issues reported by County staff or inmates. If the OSAs determine that the issue is not the result of a failure in equipment owned by Contractor, OSA shall notify County support by opening a trouble ticket in County's trouble ticketing system. County will provide first tier support, or will defer the start of first tier support until the OSA is back on duty, for issues reported when OSAs are not on duty.
3. OSAs to manage Contractor's onsite device inventory, including but not limited to spare parts for telephones and BCDs, replacement Tablets, and headsets.
4. The OSAs will not directly manage, repair, or otherwise alter the County's Network.
5. Upon execution of this Agreement, or earlier as directed by County, Contractor may contact the current OSAs, which are employed by the incumbent inmate telephone system provider, and may make an offer of employment so that they might be retained in the OSA role.

2.9 Technical Support and System Availability

2.9.1 Network Maintenance and Support

2.9.1.1 General Standards

1. County shall install, manage, and support County's Network at County's expense. County acknowledges that most services available on Tablets and BCDs, and the Contractors administrative, monitoring, and recording services require access to the internet via the County's Network to function and that it is the County's responsibility to ensure that the County's Network is capable of supporting the amount of network traffic needed to enable these services to function at County's desired levels along with all other services the County may host on the County's Network. Contractor has provided specifications the County's Network must meet to allow the services described in EXHIBIT E.2: LEGACY REQUIREMENTS FOR COUNTY NETWORK to function.
2. County shall, at County's expense, provide a network that will support connectivity for the ITSP, including Tablets and BCDs. County IT staff shall participate in planning, troubleshooting, and any other activities necessary to enable the County's Network to support the ITSP.
3. County acknowledges that during the Agreement term, Contractor may make improvements to the services that are described in this Agreement. These improvements may require

modifications to the County's Network in order to utilize these improved services.

2.9.1.2 Technical Support Standards

1. Contractor shall provide technical support for the ICS and ITSP to County on a 24hours a day, 365 days a year basis in accordance with Contractor's published Support and Maintenance terms of service defined in EXHIBIT D.1: LEGACY SUPPORT / MAINTENANCE TIMELINES AND NOTIFICATIONS.
2. County shall provide technical support for the County's Network in accordance with EXHIBIT E.3: COUNTY SERVICE LEVEL AGREEMENT.
3. The County may escalate above Contractor's first tier of support as the County deems necessary. This escalation path is:
 - a. Director of Field Operations;
 - b. Vice President of Operations;
 - c. President of Business Operations.
4. Promptly upon the resolution of any technical issue that caused a disruption of service to the users of the ICS, ITSP or BCDs or Contractor's administrative, monitoring, and recording services, notifications shall be conducted in accordance with the following standards:
 - a. For disruptions of service that were caused by County's Network, County will notify Contractor about key attributes of the disruption of service, including by not limited to the start of the disruption of service, the end of the disruption of service, and a root cause analysis that documents the cause of the interruption to the service;
 - b. For disruptions of service that were not caused by County's Network, Contractor will notify County about key attributes of the disruption of service, including by not limited to the start of the disruption of service, the end of the disruption of service, and a root cause analysis that documents the cause of the interruption to the service;
 - c. During the Implementation phase of the project, County and Contractor will define how each organization will alert the other when there is a disruption of service caused by their systems.
5. At County's request, and no more than once per month, Contractor will deliver a report of all trouble tickets that were opened for the County's ICS, ITSP or BCDs or the associated administrative, monitoring, and recording services for any date range requested by County. This report will include, but not be limited to:
 - a. Date and time ticket was opened;
 - b. Individual that opened the ticket;
 - c. Description of the issue;
 - d. Resolution of the issue;
 - e. Date and time issue was resolved;
 - f. Duration of incident;
 - g. Root cause analysis of the issue.

2.9.2 System Upgrades

2.9.2.1 System Upgrades General Standards

1. Periodically, Contractor shall provide updates and upgrades to the hardware, software, and services provided in accordance with Contractor's published Software Development and Release Notification policy, which may be found in EXHIBIT D.2: LEGACY SOFTWARE DEVELOPMENT AND RELEASE NOTIFICATION.
2. The implementation of new upgrades, updates, features or services of Contractor's technology, services, or corresponding criteria and specifications enumerated in the Contract will be made by Contractor at no cost to the County. Contractor will notify of changes and work with County's network engineering team to ensure County's Network is prepared for the change.

2.9.3 Backup and Recovery

2.9.3.1 Backup and Recovery General Standards

1. Contractor will use an automated backup and recovery capability for the system and applications, including incremental and full back-up capabilities. System backups will be accomplished without taking the applications out of service and without degradation of performance or disruption to County operations.
2. Contractor shall provide and maintain an adequate number of appropriately sized APC Smart Uninterruptible Power Source (UPS) systems with surge protection and line conditioning. These systems will be capable of supporting all on-site components including administrating PCs, Channel Banks, and Routers for a minimum of four (4) hours in the event of a site-wide power failure.

2.10 Information Security

2.10.1 Information Security Standards

2.10.1.1 Data Security Controls

1. Within six (6) months of go live, Contractor will implement the following standards for County staff passwords:
 - a. Passwords for users that have not logged in for 60 days will be disabled;
 - b. Passwords must include 3 of the following 4 types of characters: upper case, lower case, number, special character;
 - c. Passwords must be 12 characters long;
 - d. Passwords must be reset every 90 days;
 - e. Passwords cannot be reused until 24 other passwords have been used.

2. Contractor shall use encryption for its Active Directories.
3. Contractor shall use encryption for data at rest and in motion.
4. Contractor shall maintain detailed User Activity Logs.
5. Contractor shall maintain 24-hour security, alarms, and access restrictions at its data centers.
6. Contractor will subject all staff with access to its data centers to background checks and implement periodic rechecks.
7. Contractor shall not store any data at rest outside of the continental United States.
8. Contractor will maintain a server on the County premises that contains authentication data for the ITS and ITSP.
9. The ICS and ISTP shall not receive, store, transport, or otherwise interact with any County data labeled Criminal Justice Information (“CJI”) and County acknowledges that the ICS and ISTP are not Criminal Justice Information Services (“CJIS”) compliant.
2.10.1.2 Secure Development and Configuration Practices
1. Contractor shall adhere to the Microsoft Secure Coding Guidelines for the .NET Framework for all products built using .NET.
2.10.1.3 Incident Response Requirements
1. County reserves the right to review, approve, and reasonably modify Contractor’s incident response plan.
2. In the event of any information security incident, including any data breach or unauthorized disclosure of data, Contractor shall: <ul style="list-style-type: none"> a. Immediately notify the County in writing of incidents and breaches; b. Identify immediate plan of action to mitigate further incident progression; c. Identify protection measures for affected individuals; and d. Provide outbound and inbound incident-related communications, as requested and directed by the County.
2.10.1.4 System Audit Requirements
1. All County data in Contractor's production and test systems shall be encrypted in accordance with CJIS encryption standards while in transit, while at rest, and while being processed. Contractor shall store County data at rest in data centers that maintain, at a minimum, SOC 2 Type II compliance, and Contractor shall provide County upon request the most recent audit conducted on the data centers.
2. Contractor commits to conducting a SOC 2 Type II audit three (3) years after the execution of

<p>this Agreement.</p>
<p>3. Contractor will provide a copy of an independent audit report to County once it is completed and Contractor will provide corrective action plans or actions taken to resolve any exceptions, material weaknesses and/or control deficiencies identified in the SOC report.</p>
<p>4. The County will have the right to access and audit Contractor's system and hosting for the purpose of performing vulnerability scans.</p>
<p>5. The County will have the right to request reasonable adjustments at the Contractor's expense where those requests are based upon audit findings pertaining to the system or Hosting.</p>
<p>6. Contractor commits to becoming CJIS compliant in respect to the County's data soon after Contractor attains SOC 2 Type II compliance. Contractor will notify County upon attaining both SOC 2 Type II compliance and CJIS compliance.</p>

2.11 Implementation

2.11.1 Implementation Standards

<p>2.11.1.1 Timeline</p>
<p>1. Contractor will install and go live with the ICS as a separate project from the installation and go live of the ITSP. County will set the prioritization of installation locations for the ICS and ITSP.</p>
<p>2. County acknowledges that Contractor cannot deploy the ITSP without the County's Network installed and functional according to specifications provided by Contractor in EXHIBIT E.2: LEGACY REQUIREMENTS FOR COUNTY NETWORK . Prior to Tablets being deployed or BCDs being installed, County and Contractor will jointly certify that the County's Network meets agreed standards.</p>
<p>3. Contractor will not meet the data security standards detailed in section 2.10.1.4 (1) until June 20th, 2019. County and Contractor agree that no live County data will be transferred to Contractor's system until the data security standards detailed in section 2.10.1.4 (1) are met. County and Contractor agree to use fabricated data for the purposes of configuring and testing Contractor's system during the implementation of the ICS and ITSP.</p>
<p>4. County and Contractor agree that further discovery, requirements gathering, and planning sessions are needed for both the ICS and ITSP projects, and that these sessions will happen after this Agreement is signed. These sessions include but will not be limited to IVR options, AIS configuration rules, project planning, and commissary and Inmate Data Feed integrations. The outcome of these sessions may change the estimated project schedule provided in Section 4.</p>
<p>5. Upon execution of this Agreement, or earlier as directed by County, Contractor may contact</p>

the incumbent inmate telephone system provider to discuss the purchase of the existing telephones and telephone pedestals. County acknowledges that the implementation timeline will increase significantly if the incumbent inmate telephone system provider does not agree to sell the pedestals to the Contractor.

6. Timeline estimates in this Agreement are based on the assumptions described below. The project timeline described in this Agreement may be required to be modified if these assumptions are not met.
 - a. County will allow three two-man teams to work concurrently in the Facilities during the implementation of the ICS and ITSP.
 - b. Each two-man team will be escorted by a County staff member who has access to all areas the two-man team needs access to enable the two-man team to conduct the work planned for that day.
 - c. Each work day is assumed to allow for at least six (6) hours of project work and no more than two (2) hours of non-project work such as check in and check out procedures, work stoppage due to lock down, or any other non-project activity the technicians must engage in at the County's direction.

2.11.1.2 Project Management

1. Upon execution of this agreement, Contractor and County shall each assign a project manager who will have the following responsibilities:
 - a. Contractor's project manager shall be the main point of contact for the County and the County's project managers shall be the main point of contact for the Contractor;
 - b. Upon execution of this Agreement, the project managers shall jointly produce a detailed implementation plan;
 - c. The Contractor's project manager shall facilitate all phases of the implementation plan by coordinating Contractor staff members assigned to this project and any sub-contractors employed by the Contractor, and the County's project manager shall facilitate all phases of the implementation plan by coordinating County staff members assigned to this project and any sub-contractors employed by the County.
2. Contractor and County shall conduct a joint kick off meeting on a mutually agreed date that shall be after the execution of this Agreement and before the start of the project to implement Contractor's system. During this kick off meeting, County's and Contractor's project managers shall document contact information and define roles and responsibilities for all project stakeholders.

2.11.1.3 Testing

1. County and Contractor shall execute stress testing to ensure the ICS and ITSP can handle the required load, and user acceptance testing to ensure the ICS and ITSP meet County's requirements, and the implementation shall not be considered complete until the County has agreed that all tests defined in EXHIBIT F: LEGACY TEST PLAN of this document have been met.

2.11.1.4 Contractor Actions and Deliverables

1. The day which the ICS and ITSP go live at the Facilities, and for the following four days, Contractor will provide additional staff onsite to support the users and resolve any issues with the ICS and ITSP.
2. Contractor shall provide ICS training in accordance with the following standards:
 - a. The training plan shall be defined as part of the implementation plan and shall be subject to County approval;
 - b. The training plan shall be designed to provide sufficient training on the use of the ICS to allow County staff to utilize all available features and functionality;
 - c. The training plan shall be designed to provide inmates sufficient training on the use of the ICS to allow inmates to utilize all available features and functionality;
 - d. At the County's direction, the ICS training shall consist of up to one week of onsite training that will be offered the week immediately preceding the ICS go live date or the week of the ICS go live date;
 - e. The inmate ICS training and the County staff ICS training will be conducted in the same week;
 - f. Up to three (3) additional remote ICS training sessions will be offered to County staff to allow County staff who were unable to attend the onsite ICS training to receive the ICS training via video conference;
 - g. County agrees to make available County staff who need to receive the ICS training for the ICS training.
3. Contractor shall provide ITSP training in accordance with the following standards:
 - a. The training plan shall be defined as part of the implementation plan and shall be subject to County approval;
 - b. The training plan shall be designed to provide sufficient training on the use of the ITSP to allow County staff to utilize all available features and functionality;
 - c. The training plan shall be designed to provide inmates sufficient training on the use of the ITSP to allow inmates to utilize all available features and functionality;
 - d. At the County's direction, the ITSP training shall consist of up to one week of onsite training that will be offered the week immediately preceding the ITSP go live date or the week of the ITSP go live date;
 - e. The inmate ITSP training and the County staff ITSP training will be conducted in the same week;
 - f. Up to three (3) additional remote ITSP training sessions will be offered to County staff to allow County staff who were unable to attend the onsite ITSP training to receive the ITSP training via video conference;
 - g. County agrees to make available County staff who need to receive the ITSP training for the ITSP training.
4. Contractor will provide simple, easy-to-understand instructions and marketing materials for inmates/detainees covering how to use all communication equipment and services as well as pricing in English, Spanish, and Vietnamese.

2.11.1.5 County Actions and Deliverables
<p>1. To facilitate the integration of Contractor’s system with any third-party system County directs Contractor to integrate with, including their Inmate Data Feed and commissary, County shall:</p> <ul style="list-style-type: none"> a. Facilitate introduction of Contractor to County’s vendor contacts; b. Assign County staff to participate in the integration project; c. Notify third-party vendors of new integration to Contractor’s system and secure any approval as necessary.
<p>2. County shall provide access to current “blocked” destination number call list.</p>
<p>3. County shall provide access to current “no call recording” destination number list.</p>
<p>4. County shall provide floor plans with required wireless coverage areas and device locations clearly marked.</p>
<p>5. To facilitate the proper implementation of Contractor’s system, County shall assign technical staff that are knowledgeable of County’s Network to participate in the design of the system. County shall review and sign off on solution design prior to Contractor installing any devices.</p>
<p>6. County to allow for Inmate Data Feed to be established via SFTP to Contractor’s systems.</p>
<p>7. County shall provide shipping location(s) and personnel names that will be responsible for receiving and storing inventory until installation or an OSA is onsite.</p>
2.11.1.6 County’s Network Planning
<p>1. County and Contractor shall work together during the site survey and the Initiation and Planning phases of the project to define exactly how the Contractor’s system will interface with the County’s Network.</p>

2.12 Change Control

2.12.1 Change Control Standards

2.12.1.1 Change Requests
<p>1. The Change Request process will be agreed upon and established during the Initiation phase of the project.</p>
<p>2. Any changes to the tasks or services detailed in the Statement of Work must be submitted via a written Change Request, and may result in schedule changes and/or additional fees payable to Contractor.</p>
<p>3. Change Requests, such as compliance or process enhancements, may result in an Amendment to this Agreement.</p>

3. Implementation Methodology

Contractor's Project Management Office ("PMO") uses the Waterfall methodology in which the project is broken down into a series of sequential stages. Projects are managed with a focus on constant collaboration with all Contractor and County stakeholders. Additionally, Contractor project managers look for areas for improvement and iteration within each phase. This technique is utilized in order for Contractor to meet every expectation and need that is set by a client, whether the needs are shown in the beginning stages of the project or shown as project add-ons nearing the ending stages.

Contractor's implementation process is divided into four distinct phases: The Initiating Phase, Planning Phase, Executing Phase and Controlling Phase.

As part of the work to put together this Agreement, some work to define the implementation, such as a site survey, has been completed. Months will pass between the submission of this Agreement and its execution, so a review and re-initiating will be needed when the project is ready to start. Upon execution of this Agreement, Contractor and County will reconvene to review the implementation plan and adjust it as necessary. During this time the parties should also conduct another walk through of the Facilities and agree on final placement of all devices for the initial implementation.

During the Planning Phase the parties will agree on the sequence the various parts of the Facilities will be brought online, and what resources will be assigned to the project. During the Planning Phase, a communication plan and a date driven project plan will be created.

During the Executing Phase the Contractor will procure the equipment necessary for the project. This will be followed by two implementation phases. The first implementation phase will be the cutover of the jail phones from the incumbent to the Contractor, the installation of any additional network equipment necessary to support the wireless and wired networks, and the development of the Inmate Data Feed integration. The second phase will be the installation of BCDs and distribution of Tablets throughout the Facilities. During each of these implementation phases rigorous testing will be performed the phase will not be complete until the County signs off on the work.

The Controlling Phase is the testing of the implementation, the management of the communications plan and change control process, and the eventual closing out of the project. This phase overlaps somewhat with the other phases, especially the Executing Phase. Once all testing is complete and the County has signed off on all deliverables, Contractor's project manager will hand support of the Facilities to Contractor's customer support team and formally close the project.

4. Project Schedule

This section provides an estimated project schedule. The estimate provided in this section is subject to change after the County and Contractor conduct further discovery, requirements gathering, and planning sessions for the ICS and ITSP projects after this Agreement has been signed.

4.1 ICS Implementation Schedule

Task Name	Duration	If New Pedestals are Required
ICS Project	102 days	119 days
Contract Signed	0 days	
Initiation	17 days	
Discovery & Planning	15 days	
Kick Off Meeting	2 days	
Build Integrations	15 days	
Inmate Data Feed	15 days	
Commissary	15 days	
Procurement	5 days	
Order ICS Equip	1 day	
Ship ATAs & Switches to Contractor	4 days	
Configuration	37 days	
Hardware Configuration	5 days	
iCON Configuration	30 days	
Shipping	45 days	
Phones to County	45 days	
Pedestals to County	45 days	
ATAs and Switches to County	5 days	
Install	29 days	
Install Prep	2 days	
Arrive onsite and stage equipment for installation	2 days	3 days
Main Jail	3 days	
Main: Swap phones & stage network equipment	3 days	
Elmwood Men	12 days	
M1: Swap phones & stage network equipment	2 days	
M2: Swap phones & stage network equipment	2 days	
M3: Swap phones & stage network equipment	2 days	5 days
M4: Swap phones & stage network equipment	2 days	5 days
M5: Swap phones & stage network equipment	2 days	
M8: Swap phones & stage network equipment	2 days	
Elmwood Women	8 days	

W1: Swap phones & stage network equipment	2 days	
W2: Swap phones & stage network equipment	2 days	4 days
W3: Swap phones & stage network equipment	2 days	
RCP: Swap phones & stage network equipment	2 days	
Minimal Camp	4 days	
Min Camp: Swap phones & stage network equipment	4 days	12 days
Post Install Configuration	14 days	
Configure physical devices in iCON	14 days	
Cut Over	8 days	
Cut Over	1 day	
End to End Testing	2 days	
User and Inmate Training	5 days	
Hand off to account management	0 days	

4.2 ITSP Implementation Schedule

Task Name	Duration
ITSP Project	117 days
Contract Signed	0 days
County Wifi Available	0 days
Initiation	27 days
Kick Off Meeting	2 days
Site Survey & Network Certification	5 days
Define Requirements	15 days
Contractor Internal Planning	5 days
Build Integrations	20 days
Inmate Data Feed	20 days
Commissary	20 days
Requests and Grievances	20 days
Procurement	55 days
Order Tablets	55 days
Order Charge Carts	40 days
Order BCDs	55 days
Configuration	65 days
Configure Tablets	10 days
iCON Configuration for BCDs	30 days
Shipping	5 days
Ship ITSP Equipment to County	5 days
Install	33 days
Install Prep	2 days
Contractor arrive onsite and stage equipment for installation	2 days

Charge Carts	3 days
Install Charge Carts	3 days
BCD Install	25 days
Main Jail	5 days
Install BCDs	5 days
Elmwood Men	5 days
Install BCDs	5 days
Elmwood Women	5 days
Install BCDs	5 days
Minimal Camp	8 days
Install BCDs	8 days
Post Install Configuration	2 days
Configure physical devices in iCON	2 days
Tablet Install	26 days
Main Jail	5 days
Deploy Tablets, Verify Functionality, and Train	5 days
Elmwood Men	5 days
Deploy Tablets, Verify Functionality, and Train	5 days
Elmwood Women	5 days
Deploy Tablets, Verify Functionality, and Train	5 days
Minimal Camp	8 days
Deploy Tablets, Verify Functionality, and Train	8 days
Testing	5 days
UAT Tablets & BCDs	2 days
UAT Commissary Integration	1 day
UAT Inmate Data Feed Integration	1 day
UAT Requests & Grievance Forms	1 day
Cut Over	6 days
Cut Over	1 day
Production Monitoring	5 days
Remote Training Sessions	3 days
Hand off to account management	0 days

5. Glossary

The words and phrases below have the following meanings for purposes of this Contract:

AIS means automated information system, which is an assembly of computer software configured to accomplish specific workflow and information-handling operations.

BCD means Bridge Communication Device, which is a wall mounted communications device available to inmates, and consists of a touch screen encased in a kiosk-like shell.

CCW means the Correctional Center for Women which is part of the facility at Elmwood Correctional complex in Milpitas.

Collect Call means an arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from the Facilities.

Contractor means Legacy Communications.

County means the County of Santa Clara.

County's Network means the wired and wireless data network that the County operates at the Facilities.

Debit Account is an arrangement whereby funds are available in an account to enable an inmate to call any number not otherwise restricted in accordance with this Agreement. Inmates may have only one Debit account.

Electronic Message means a typed message sent by an Inmate on the ITSP or received by an inmate on the ITSP.

Facilities means the Main Jail North in San Jose for male inmates, the Elmwood Correctional complex in Milpitas which includes housing for male inmates and a facility known as Correctional Center for Women for the female inmates.

ICS means the Inmate Calling Systems, which is the system at the Facilities that allow inmates to make voice calls on traditional telephones, Tablets, and BCDs.

Inmate or inmate means an individual housed at the Facilities.

Inmate Data Feed is an integration point between Contractor's systems and County's systems in which County provides key pieces of inmate data such as name, ID, and housing location.

Inmate Telephones are traditional telephones available to the inmates at the Facilities which operate on the Contractor's provided ICS.

ITSP means the Inmate Tablet Services Platform which is the platform that includes the Tablets and the services offered on the Tablets.

JISP means the Jail Inmate Services Program which is a broad program run by the County to provide services to the inmates. The JISP includes the ITSP and ICS.

Portable Telephones with Amplified Handsets are Telephone Devices for the hearing impaired that can easily be moved from one location to another.

Portable Telephone Devices for the Deaf are TDDs that can easily be moved from one location to another.

Prepaid Account is an arrangement whereby funds are available in a designated account to enable an inmate to call a specific phone number. Inmates may have more than one Prepaid account.

SHO means the Santa Clara Sheriff's Office.

Tablet means a mobile device with a mobile operating system and LCD touch screen display, processing circuitry, and a rechargeable battery in a single thin, flat package that is encased in tamper a proof case that is detention and corrections grade.

Telephone Devices includes the following types of devices: inmate telephones, visitation telephones, TDDs, Portable Telephone Devices for the Deaf, Portable Telephones with Amplified Handsets.

TTY or **TDD** means a telecommunications device facilitating communication for the deaf, hard-of-hearing, and speech-impaired.

Visitation Telephones are devices that enable inmates to engage in visitation in the visitation area of the jail. They only connect to the paired visitation telephone and do not allow outside calls.

Support / Maintenance Timelines and Notifications

Coverage parameters specific to the service(s) covered are as follows:

Support / Maintenance:

- Provide maintenance service options that include: 24/7/365 service support, account management, a full-time on-site administrator (as applicable to each facility agreement), and service technicians as required.
- 24-hour toll-free customer support: 24/7/365 by calling the support Contact Center at 877-700-5534.
- Equipment parts will always be available within the service response window.
- The facility will have access to report any service related issue via iCON 24-hours a day, 365 days a year.

Notifications:

- The Company will provide written notification to the customer and/or facility at least five (5) business days in advance of scheduled downtime when material changes are made to the following:
 - Hardware components.
 - Software components.
- For all service requests, the issue and remediation will be documented via the iCON Service Ticket Reporting system and readily available to customer staff.
- If material issues are resolved by Edovo staff, the issue and remediation must be documented by Edovo and will be available to the facility upon request.

Response Times

Service Requests

In support of services the Company will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Priority Level	Response Time
High	2 hours (business hours)
Medium	4 hours
Low	24 hours

The Company shall not be responsible for circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, force majeure (“Acts of God” fire, flood, earthquake, tornado, etc.), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of these SLA provisions.

Resolution Times

Communication Services – iCON - Incarcerated Telephones – Bridge Communication Devices (Kiosks):

Service Level	Description	Resolution Time
High	Any report of 50% or greater of incarcerated telephones or BCDs (Kiosks) are not operational. Any occasion when iCON cannot be accessed by the County.	8 hours
Medium	Any report of 25% or greater of incarcerated telephones or BCDs (Kiosks) are not operational. Any occasion when recording or live monitoring utilities are non-operational or malfunctioning. Communication data not showing in iCON.	16 hours
Low	<25% of incarcerated telephones or BCDs (Kiosks) are not operational. Static or other noise heard while conducting a telephone call. Administrative function not working in iCON.	24 hours

Outages:

Type of Outage	Description	Resolution Time
Platform	Edovo suite (or parts of the Edovo suite) are inaccessible from facility's tablet.	16 hours
Bandwidth	Limited or inaccessible wireless connection – Because Edovo is not the provider of the bandwidth, this resolution time represents the time in which Edovo will reach out to the bandwidth provider notifying of the issue.	4 hours
Data Center	Edovo suite or staff facing applications are unavailable due to an outage within the data center which could be related to firewall, inaccessibility, power, or hard drive space issue.	8 hours

Equipment Breakage:

Type of Equipment	Description	Resolution Time
Router	Equipment is either broken or misconfigured	Remotely: 8 hours Replacement: next business day
Switch	Equipment is either broken or misconfigured	Remotely: 8 hours Replacement: next business day
Server	Equipment is either broken or misconfigured	Remotely: 8 hours Replacement: next business day

Access Points	Equipment is either broken or misconfigured	Remotely: 8 hours Replacement: next business day
Other	Equipment is either broken or misconfigured	Remotely: 8 hours Replacement: TBD

Mobile Tablets and Charge Carts:

Type of Equipment	Description	Resolution Time
Tablet	Edovo will replace or repair tablets which are malfunctioning, or defective based upon manufacturing defect: Not charging, functional issues, physical damage upon shipment, software issues (other than intentional damage by facility and its users)	Replacement: 2 business days
Charge Cart	Power cord damage, functional issues, physical damage, software issues (other than intentional damage by facility and its users)	Replacement: 3-10 business days

Edovo Software Development and Release Notification Process

As a software-as-a-service (SaaS) company, Edovo schedules platform updates through a major eight-week epic cycle, during which Edovo will release a new branch every few weeks within that epic.

These short development cycles ensure Edovo remains able to quickly deliver new features and incremental improvements, as well as respond to facility and user feedback in a timely manner. These releases do not require any action from the facility or end users and ensure that all available features can be made accessible to our customers and end users when requested.

At the end of each eight-week epic cycle, Edovo provides an overview of new features, functionality, and fixes for each of our major stakeholder groups: facility staff, friends and family of the incarcerated, and the incarcerated users. Each communication is tailored to address the specific impacts to each stakeholder audience, with the exception of the facility staff, who are provided with a full view on Edovo's work.

Every release is unit tested and regression tested in pre-production environments prior to deployment.

Major Releases / Significant Upgrades

Edovo classifies "major releases" or "significant upgrades" as changes to its software and/or hardware that would either:

- Introduce a new product or service offering that requires approval from the facility for launch (e.g. adding the ability to offer "premium content" to be funded by friends / family of the incarcerated)

In the case of new products/services, these would be demonstrated for the facility and permission would be secured before enabling

OR

- Would require re-training on the platform for the facility or incarcerated users or would require coordination with the facility staff to enable (e.g. a major overhaul of the user interfaces or a new hardware for phones, tablets, etc).

In the case of a significant upgrade, Edovo will work with the facility to find a mutually agreed upon date for implementation, on-site testing, and/or training when necessary.

Integrations

JMS Integration with Edovo Systems

This document provides an overview for integrating inmate data from a JMS with the Edovo tablet application and Legacy systems. This integration is necessary for the creation, update, and management of accounts and for ensuring communication system usage against an accurate record of the people in custody. The Legacy communication system will only allow usage from accounts with a valid ID number that matches that of an inmate currently in custody.

There are two options for JMS integration with the Legacy communication system detailed below: API integration and file transfer.

API Integration

If resources are available, the JMS provider can create a web service on their end. Edovo/Legacy will provide API documentation to facilitate this process. The API interface enables opening and closing accounts, PIN updates, Resident Identifier updates, name changes, deposits, and balance updates, closing accounts, releasing refunds, and location updates.

The API interface is available in both standard SOAP and RESTful platforms and is compatible with XML Version 1.0 and utf-8 encoding.

Alternatively, the JMS provider's API can also be called if the appropriate documentation is provided.

File Transfer Configuration

If API integration is not feasible, files can be processed that include all relevant inmate information. The JMS provider will need to send these files to Edovo's File Transfer Protocol (FTP) or Secure File Transfer Protocol (SFTP) servers. The hostname and credentials necessary to send the files will be provided. An up-to-date file is sent every 15 minutes is requested, or as frequent an update as you can provide.

File Format

The currently accepted file formats are: .txt (comma delimited), .csv, .xml, and .json. Every new file posted to the FTP or SFTP server should be a new complete record of people in custody. Any inmate records not in this file will mean that the inmate has been released, and the system will automatically release the inmate in the communication system so that the Master ID and PIN are not used.

The filename should be formatted as PartnerFacilityInmates_YYYYMMDDHHMMSS.txt with "PartnerFacility" replaced by your facility naming convention.

For example: CookCountyInmates_20180514064836.txt

The system expects the file to include the following columns; however, additional fields may be requested:

- Inmate ID (aka Master ID, aka Jacket ID)
- Inmate First Name
- Inmate Last Name
- Inmate PIN (if applicable)
- Inmate Date of Birth (indicate format)
- Inmate Cell Location (if applicable)

Additional fields may include:

- Inmate Gender
- Inmate Race
- Inmate Classification
- Inmate Court Date
- Inmate Release Date

Third Party Application Integrations

Edovo's tablet and communication platforms offer flexible support for 3rd party native application and secure web applications who meet our standards for integration and secure use in the corrections space.

Edovo will make commercially reasonable efforts to engage with requested third parties and requires requested third parties to make the same commercially reasonable efforts to build any level of integration. Edovo relies on the sponsoring Facility to ensure engagement from requested third parties.

General Requirements

- Vetted by Edovo's security team to verify function on our platform and in a correctional environment. This assessment requires access to application documentation, architectural documentation, and test instances of the application.
- Support mobile / tablet screens
- Native applications must support Android 5 or later
- Embedded web applications must support:
 - Embedding via iFrame
 - Fully support modern versions of Google Chrome
 - Accessible via Edovo's secure device network

Single Sign-On & Custom Data Interchange

Edovo supports native SAML based SSO as well as other authentication schemes for some vetted content partners. Custom data interchange and SSO for unsupported 3rd party applications can be provided on a per contract basis with appropriate technical vetting and may result in additional cost.

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Customer Support and Service Level Responses

The following SLAs cover our response commitment when servicing broken, damaged, or misconfigured equipment, outages, and response/resolution times, as well as the availability of service requests. This agreement covers all Edovo/Legacy applications, network services, network hardware, and content delivery.

Terms:

Response: The Company has responded to the issue reported and began its investigation into the issue.

Resolution: An outcome to the reported issue has been realized.

High Priority Issue: Any issue affecting multiple customers or critical business segments. This includes multiple users affected by an infrastructure outage or any datacenter or backend related issue. Examples can be:

- Requests related to Edovo/Legacy Applications
- Requests related to core network services
- Requests regarding an issue affecting over fifty percent (50%) of deployed incarcerated telephones, kiosks, or mobile tablets in use

Medium Priority Issue: Any issue affecting the infrastructure of a single customer site or multiple users on a customer site. This includes a single device outage, such as an Ethernet Switch, Router, or Access Point etc. Examples can be:

- On-site infrastructure hardware-related requests
- Requests regarding an issue affecting more than one individual site, twenty-five percent (25%) of deployed incarcerated telephones, kiosks, or mobile tablets

Low Priority Issue: Issues related to a single user device. Examples can be:

- End User Devices or Peripherals
- Requests for information not related to a current service outage
- Requests regarding an issue affecting <25% of deployed incarcerated telephones, kiosks, or mobile tablets.

Remote Assistance: Issue resolution relying on a representative from Edovo/Legacy to utilize non-physical means of resolution such as remote login, remote desktop, VPN services, or phone-based troubleshooting.

On-Site Assistance: Issue resolution requiring a representative from Edovo/Legacy to be physically on customer premises or service locations.

Company Responsibilities

- Provide access to the inmate communications management system, iCON, and the Edovo Education Suite management system, Insight, 365 calendar days a year, twenty-four hours a day.
- Provide telephone, kiosk, and mobile tablet access to all incarcerated users at the designated schedule of the Facility.
- Proactively monitor hardware assets via a secure networking monitoring system 24/7.
 - Automated remediation of issues may occur because of proactive network monitoring. This remediation will be documented by the Service Provider and is available to the Customer upon request
- Perform remote troubleshooting as required.
- Make every effort to schedule fundamental operational adjustments to deployed systems, such as a hardware replacement or database upgrade during a Scheduled Downtime window. The Company will notify its clients in advance of any upgrade or update to the system.
- Provide online access to technical support bulletins and other user support information and forums.
- Continuously maintain all deployed applications to optimize availability that meets or exceeds availability expectations. Such maintenance services include providing to the facility and its users:
 - all updates, bug fixes, enhancements, new releases, new versions and other improvements to the systems at no additional charge.
 - all such services and repairs as are required to maintain the systems.



County's Network Specifications

Introduction

The County requires the Contractor to deploy the ITSP on the County's Network. The County has full control of County's Network and is responsible for maintaining County's Network in a manner that supports all services available on the County's Network, including the ITSP. This exhibit provides requirements provided by Contractor to County to allow County to properly configure County's Network to support the ITSP and the services that will be provided on the ITSP in accordance with this Agreement.

1. Wired Network

1.1 Certification Requirements

1. Data connections from BCDs to County switches on County's Network will be 1000Base-T Full Duplex.
2. Data connections from County's switches to Contractor's network infrastructure may be 1000Base-T, single mode fiber, multi mode fiber, or 10 Gbps where applicable.
3. Contractor shall provide CAT 6 or better cabling to BCDs.
4. Aggregate throughput on internal LAN connections will be 128Kbps per BCD.

2. Wireless Network

2.1 Certification Requirements

1. Each individual Tablet will have a Received Signal Strength Indicator (RSSI) above -68 dBm in all areas in which Tablet usage is desired by County.
2. The County's Network will be designed so that no more than 50 Tablets are required to access an Access Point ("AP") at any given time.
3. County's AP's will have a minimum of 4x4 spatial streams. Contractor highly recommends APs with 5x5 spatial stream
4. County will provide the wireless communications standard of IEEE 802.11n for all Tablets.
5. County will provide wireless bandwidth at a minimum of 128Kbps in aggregate throughput on each wireless cell per Tablet.

6. County will broadcast a separate wireless network (SSID) that is exclusive to Contractor and is named "Edovo MDM."
7. All ITSP layer 2 communications will be on a private VLAN that is for exclusive Contractor's use. The VLAN may be numbered however County chooses.
8. Jitter will be less than an average of 50ms.
9. County will broadcast wireless network on the 5Ghz spectrum at a minimum. Contractor strongly recommends also broadcasting on the 2.4Ghz spectrum. The ITSP devices will prefer the 5Ghz spectrum and will only failover to the 2.4Ghz spectrum when the 5Ghz spectrum is not available.
10. County may choose whatever RF Channel plan they wish.
11. Contractor recommends 20Mhz Channel widths on 2.4Ghz bands, and 20Mhz or 40Mhz RF Channel Widths on 5Ghz bands.



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ClaraNet

ClaraNet is the County's core network infrastructure, connecting all internal agencies and departments as well as peering agencies (such as the Superior Court and State agencies) to the internet. ClaraNet services encompass the ongoing design, operation, monitoring and maintenance of the County's core data network and associated infrastructure components which is essential to the availability and operation of numerous County enterprise and departmental systems.

Standard Service

ClaraNet services includes ongoing maintenance and support for the following existing services:

- High-capacity and high-availability County inter-agency network connectivity
- High-capacity and high-availability County internet connectivity
- High-availability state and local agency network connectivity
- Countywide employee and guest wireless network connectivity
- Countywide network security firewall perimeters
- High-availability data center network services
- Data Center load balancing services
- Employee and vendor remote access support
- Both internal and internet facing domain name services (DNS)
- Countywide internet web filtering and reporting services
- Management of countywide networking contracts (including vendor support of networking equipment)
- EDCO support services
- TechLink Center services

Enhanced Service

The following enhanced services can be requested in addition to the standard service offering as needed:

- Enhanced incident response time via on-call Network Engineers (24 hours/day, 365 days/year).

Billing

Fixed billing based on allocation of FTEs: \$489.06/year (\$40.76/month) per FTE.

Customer's Role

Customers are required to provide timely helpdesk requests or incident reporting.

Request

All county employees automatically receive the standard service. Designated department administrators can request enhanced service for their department or report an incident by opening a ticket with the TSS TechLink Center:



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<http://servicelink/CAisd/pdmweb.exe> (Preferred for non-urgent requests)

TLC@isd.sccgov.org

(408) 918-7000 (Preferred for urgent requests)

TSS Commitments

General TSS Commitments: [Standard TSS Support Targets](#) apply to all infrastructure and customer care services/products.

Service Specific Commitments: In addition, the following targets also apply to this service/product:

Service Request (Provisioning)	Response from TSS Network staff is usually within 2 business days (normal County business hours). High priority requests: 1-business day response time (normal County business hours).
Service Availability	Available 24 hours/day, 7 days/week except for outages and scheduled maintenance.
Incident Response Time	Response from TSS Network staff is usually within 2 business days (normal County business hours). High Priority Incidents: 2-hour response time via on-call network engineers (24 hours/day, 365 days/year) Enhanced Service Level: 1-hour response time via on-call network engineers (24 hours/day, 365 days/year).
Incident Resolution Time	Varies with complexity of incident.
Standard Maintenance Window	Not applicable.
Maintenance/Outage Notification Process	System Change Notice (SCN) to impacted users.



Testing Exhibit

Purpose

This document details the testing that will be performed to ensure the ICS and the ITSP meet the criteria defined in the Agreement. Below are the user acceptance test (“UAT”) plans, the stress test plans, and the ITSP testing done by Contractor offsite during the Tablet configuration.

1. User Acceptance Test Plan

1.1 ICS User Acceptance Test Plan

ICS Testing and Acceptance Plan			
	Item	Test	Measurement
1	Inmate Telephones	Working Order to D-Mark	Call Completion
2	66 Blocks	Line Termination	Call Completion
3	Routers – Channel Bank	Call Pass-Through	Call Completion
4	Administrative Stations	Access to iCON	Successful Access
5	Provisioned Data Circuits	Access to iCON Database	Successful Access
6	Provisioned Voice Circuits	Call Pass-Through (30 Channels)	Call Completion
7	Remote Diagnostics	Live Feed of Data Transmission	Completion of real-time transfer
8	Call Rating	Real-Time Call Simulation	Rating to Contract Requirement
9	Validation	Real-Time Call Simulation	Delivery of Validation from LIDB
10	Custom Call Branding	Real-Time Call Simulation	County Call Branding
11	Reporting	iCON Call Detail	Calculation and Collection
12	Call Recording	Collect, Listen, and Archive	Clarity and Collection
13	Live Call Monitoring Feed	Real-Time Call Simulation	Clarity
14	Live Call Monitoring Disconnect	Disconnect Call in Progress	Disconnect
15	Download of CDR	Simulation of Download to CD	Successful Download
16	Download of Call Recording	Simulation of Download to CD	Successful Download
17	Service Trouble Ticket Reports	Create and Track Ticket	Successful Creation / Closing
18	Call Blocking	Simulate calling to blocked #'s	Call Block Successful
19	3 rd Party Call Detection	Simulate 3 rd Party Call	Call Block Successful

1.2 ITSP User Acceptance Test Plan

The ITSP UAT plan will be conducted on two randomly selected Tablets per wifi zone. This test plan will be thoroughly reviewed and updated during the project planning phase of the project. Note that all Tablets have been thoroughly and individually tested during the Tablet configuration process at Contractor's premises.

ITSP Testing and Acceptance Plan		
Item	Test	Measurement
1	Log in	Login as test user
2	Discovery Module	Click on the Discovery Module icon
3	Educational Content	Click on the educational content icon
4	Verify .pdf	Open a .pdf in the educational content module
5	Verify Course	Randomly select a course from the educational content module
4	Verify Video	Randomly select a video from the educational content module
5	Verify Speakers Are Disabled	Unplug headset from Tablet while video is playing
6	Verify Headset	Plug the headset into the Tablet while video is playing
7	Verify Entertainment Content – Movies	Randomly select a movie from the entertainment content menu
8	Verify Entertainment Content – Music	Randomly select a radio station from the entertainment content menu
9	Verify Entertainment Content – Games	Randomly select a game from the entertainment content menu
10	Goals Module	Click on the Goals Module icon
11	Verify Goals Curriculum	Randomly select two curriculums from the Goals Module menu
12	Application Module	Click on the Application Module icon
13	Commissary	Click on the Commissary icon
14	Test Commissary	[This test will be defined during the project Initiation phase]
15	Test Third Party Applications	[This test will be defined during the project Initiation phase]
16	My Edovo Module	Click on the My Edovo Module icon
17	Verify Personal Info	Review the personal info in the My Edovo Module

2. Stress Test Plan

2.1 ICS Stress Test Plan

The ICS stress test will be conducted by automatically generating a high volume of calls to simulate the maximum number of calls being made from the Facilities at any one time and verifying that the calls connect to Contractor's telephony network.

2.2 ITSP User Acceptance Test Plan

WAN Stress Test

Contractor will perform a test on the wide area network ("WAN") for the purposes of verifying the ability to transmit data from the Facilities to the Contractor's data center is sufficient. Contractor will run a throughput and penetration testing service using Contractor's proprietary tool which is built on common Linux-based tools. County will participate in this testing by enabling Contractor to connect to County's Content Delivery Network ("CDN") server.

The specifics of the WAN test will be determined after the Initiation phase of the project once the County's network team and Contractor's network team have met and agreed on certain requirements such as the size of the circuit.

The WAN stress test will test the throughput of data from the County's CDN across internet to Contractor's data centers, and will run for no less than 24 hours. The WAN test will measure the ability to transmit data within a range closest to the upper bounds of the purchased circuit. A test will have considered to have passed if the data transmitted is within the 85th percentile of the capacity of the circuit with a standard deviation of 10 points.

LAN Test

Contractor will perform a test on the local area network ("LAN") for the purposes of verifying the ability to for the County's Network to support traffic to the Tablets.

Contractor and County will work together to identify an ideal testing location ("Test Location") within the Facilities. Since this test will be done manually, Contractor recommends selecting as a Test Location a confined space that was designed to support a relatively small number of Tablets.

To perform the test, Contractor will connect the maximum number of Tablets that the Test Location was designed to support to the access points in the Test Location and stream video on all the connected devices at once. The test will be considered to have passed if all devices play a five (5) minute media object with no less than 45 seconds of buffer time.

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