

# **COUNTY OF OTTAWA**

## **DATA ACCESS AND NON-DISCLOSURE AGREEMENT**

This AGREEMENT governs the access to and use of certain data by Securus Technologies, Inc. (hereafter "Securus") for the rendering of services to the County of Ottawa, Michigan (hereafter "County"). As part of this Agreement, Securus will be given access to the County's information systems and network for the purpose of accessing and transmitting jail management system (JMS) data (the "Data") from the County to Securus' network. Securus agrees unconditionally to the following terms:

1. Not to disclose any usernames or passwords for gaining access to County systems to third parties including subcontractors unless permission is obtained from the County in writing.
2. Securus will not use its access to County networks or information systems for personal gain beyond that which is allowed under existing agreements between Securus and the County. This includes but is not limited to: A) reverse engineering proprietary information systems; and B) selling of Data to third parties.
3. Not to disclose, sell, or otherwise display publically any Data gained from County systems unless authorized in writing. As of the date of this agreement, Securus is authorized to disclose the following inmate Data within the context of contracted services: A) Name (last, first, middle, and suffix); B) Date of Birth; C) Anticipated Release Date; Hold Status (yes/no).
4. Transmittal of all Data from County systems to Securus will be done in a secure fashion. Secure shall be defined as secure file transfer protocol (FTPs).
5. The County assumes responsibility for creating, maintaining and troubleshooting the Data transmittal and any associated processes, including but not limited to generating and implementing the script and code necessary to complete the Data transfer. Notwithstanding the foregoing, Securus will assume responsibility for creating, maintaining and troubleshooting the Data transmittal and any associated processes over which it has exclusive control. To the greatest extent possible Securus will alert the County in advance of any changes made to the Data transmittal which may negatively impact service.
6. Prior to implementation, Securus and the County will confer and come to agreement regarding the technical configuration of the secure Data transmission as well as any server processes created to support the transmission. Server processes needed by Securus to support the Data transmittal must be approved by the County prior to implementation.
7. The County reserves the right to cease transmission of Data to Securus for any reason and at any time. Should the County choose to exercise this option, it will not be liable to Securus for any financial penalties or losses resulting from interruption of service, and it will not hold Securus liable or responsible for any disruptions of Securus' services to the County which result from such termination.
8. Securus agrees to any reasonable and lawful request to securely destroy and purge from all their systems any Data obtained from the County: A) which are specifically identified by the

County in writing; or B) which are no longer needed to provide service to the County under existing agreements.

County of Ottawa, Michigan ✓	Securus Technologies, Inc.
By:	By: _____
Name: <u>David A Hulst</u>	Name: _____
Title: <u>IT Director</u>	Title: _____
Date: <u>07/26/2017</u>	Date: _____

