



# County of Santa Clara

Office of the County Executive  
Procurement Department  
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San Jose, CA 95134  
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## FIRST AMENDMENT TO AGREEMENT CW2231398 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND LEGACY LONG DISTANCE INT'L INC

This is the First Amendment to the Agreement # CW2231398 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") entered on October 22, 2019 to provide 1) Inmate Calling Systems and 2) Inmate Tablet Services Platform.

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

This Agreement is amended as follows effective April 21, 2020:

1. Key Provision, **TOTAL AGREEMENT VALUE**, on page 1 of the Agreement is revised to add the following:

However, for an 18-month period to begin on a mutually agreed upon date, the County shall provide subsidized communications in an amount not to exceed \$2,500,000, pursuant to Exhibit D.a, section 2.6.1.2.

2. Key Provision, **COUNTY CONTRACT ADMINISTRATOR**, on page 1 of the Agreement is revised to read:

David Strausser, Strategic Sourcing Officer  
(408) 491-7447; [david.strausser@prc.sccgov.org](mailto:david.strausser@prc.sccgov.org)

Chris Eglesia, Buyer I  
(408) 491-7489, [christopher.eglesia@prc.sccgov.org](mailto:christopher.eglesia@prc.sccgov.org)

3. Revise **EXHIBIT A, COUNTY OF SANTA CLARA TERMS AND CONDITIONS** to add the following provisions as follows:

### 66. LICENSE GRANT

Contractor grants to County a non-exclusive, royalty-free, fully paid-up license to use the software for its business activities, which includes fulfilling its mission of providing services to the public. This includes the right to use licensed software in backup, disaster recovery, and testing environments.

**67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES**

(1) No provisions of any shrink-wrap or any click-through agreement (or other form of “click to accept” agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no “terms of use,” “privacy policy” or other policy on Contractor’s website or application (collectively, “Policies”) or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

- 4. Replace **EXHIBIT C, PRODUCTS AND SERVICES FEE SCHEDULE** with **EXHIBIT C.1 PRODUCTS AND SERVICES FEE SCHEDULE**, attached hereto and incorporated herein by this reference.
  
- 5. Add **EXHIBIT D.a, LEGACY STATEMENT OF WORK ADDENDUM 1**, attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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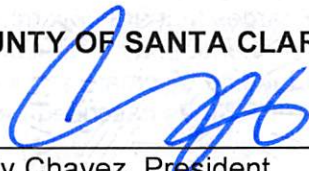
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By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment,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

**COUNTY OF SANTA CLARA**

**CONTRACTOR**

  
Cindy Chavez, President  
Board of Supervisors

APR 21 2020  
Date

By:

DocuSigned by:  
Brian Hill

DF7550879C84491...

Print:

Brian Hill

Title:


CEO

Date:

4/9/2020

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

**ATTEST:**

  
Megan Doyle  
Clerk of the Board of Supervisors

APR 21 2020  
Date

**APPROVED AS TO FORM AND LEGALITY**

DocuSigned by:  
Robert Nakamae  
797E74E07E8348C...  
Robert Nakamae  
Deputy County Counsel

4/9/2020  
Date

**EXHIBIT C.1**  
**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	<del>\$.25</del> \$.20	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.	<del>2,000</del> 2,500	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.	<del>2,000</del> 2,500	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 2,500	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 2,500	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.

County shall not order, nor shall Contractor deliver or invoice County, nor shall County pay Contractor for any enhancements unless and until the parties execute an amendment to this Agreement. 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.
- e) The amendment shall address ownership of these enhancements.

### 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	To be determined	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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## EXHIBIT D.a

### LEGACY STATEMENT OF WORK ADDENDUM 1

1. Revise subsection **2.2.1.2 ICS Service Standards**, to read as follows:

<b>2.2.1.2 ICS Service Standards</b>
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: <ul style="list-style-type: none"><li>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;</li><li>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.</li></ul>
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. The ICS will have inmate authentication rules in accordance with the following: <ul style="list-style-type: none"><li>a. Inmates must authenticate their identity prior to placing a call on the ICS when calling from all phones other than booking phones by entering their Personal Identification Number ("PIN");</li><li>b. As directed by the County, the Contractor will configure the booking phones to either have the same inmate authentication process that is used on non-booking phones, or to have no authentication requirements to use the phones. The call records for any call made from a phone that does not have authentication enabled will not identify the inmate that made the call;</li><li>c. In accordance with Section 2.4.1.2 below, County will provide Contractor with inmates' PIN numbers.</li></ul>
9. The ICS shall allow for recording, monitoring, and reporting in accordance with specifications in Section 2.3.

2. Revise subsection **2.3.1.2 ICS Recording, Monitoring, and Reporting**, to read as follows:

<b>2.3.1.2 ICS Recording, Monitoring, and Reporting</b>
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"> <li>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"> <li>i. All commercially available versions of Android, Apple and Windows operating systems that have not reached their end of service life with their manufacturers;</li> <li>ii. The most recent commercially available release and the last two major releases of Chrome, Microsoft Edge, and Safari web browsers. Contactor also supports the Internet Explorer 11 web browser until it reaches its end of service life with Microsoft.</li> </ul> </li> <li>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;</li> <li>c. Designated County staff may disconnect any call in progress;</li> <li>d. Designated County staff may join any call.</li> </ul>
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.
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.
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.
7. Authorized roles will be able to instantly terminate an inmate call in progress.
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.
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.
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.

- 11. The ICS shall be capable of blocking an unlimited number of individual and designated private numbers.
- 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.
- 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.
- 14. The ICS shall provide the ability to download and share copies of recorded calls in two ways:
  - a. Authorized users may move copies of recorded calls to electronic removable media for transport and replay on another computing device with audio capabilities;
  - b. Authorized users may utilize the secure file sharing function in the ICS that allows these ICS users to share call detail reports and call recordings securely with other individuals without requiring those individuals to have direct access to the ICS system themselves. This method of sharing may be done for individual call records or in bulk for multiple call records at a time.
- 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 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.

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### 3. Subsection 2.6.1.2 Communications Subsidy,

"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")."

is replaced in its entirety with the following:

#### **2.6.1.2 Communications Subsidy**

1. Contractor shall build new functionality in the ICS that allows the County to financially subsidize the cost to the end user for certain phone calls placed on the ICS ("Communications Subsidy") in accordance with the following:
  - a. The ICS will allow each inmate to make up to seven 15-minute phone calls each week for which the County will pay the Contractor ("Subsidized Calls");
  - b. The Subsidized Calls may be Local, Interstate, or International and the County will be charged the same rates that inmates are charged;
  - c. Any unused Subsidized Calls from one week cannot be used in any other week, and an inmate will never be subsidized for more than seven 15-minute phone calls in any given week;
  - d. Inmates may choose to make additional phone calls beyond the Subsidized Calls by setting up payment directly with Contractor using Contractor's methods of payments described in this Agreement;
  - e. Prior to making a call, the ICS will allow the inmate to choose to use one of their Subsidized Calls or to make a call using one of the paid methods offered by Contractor;
  - f. For the purposes of the Communications Subsidy, the first day of the week will be considered to be Sunday. At 11:59 PM pacific time each Saturday, all unused Subsidized Calls will expire and each inmate will be granted a new set of Subsidized Calls for the week;
  - g. A newly incarcerated individual will be granted seven 15-minute calls upon booking, regardless of which day of the week they are incarcerated;
  - h. As described in section 2.6.1.3, phone calls made from booking are free to inmates. No Subsidized Calls may be made from booking;
  - i. The Communications Subsidy will be built in such a way that it may be enabled or disabled by Contractor upon request. Requests to enable or disable the Communications Subsidy must be made by County in writing no less than two weeks prior to the desired effective date, and, when disabled, may only be disabled effective at the end of a week;
  - j. The Communications Subsidy will be built in such a way as to limit the total amount of money the County provides as a subsidy. The County will provide in writing the total amount of money the Communications Subsidy will allow;
  - k. County is responsible for advertising the Communications Subsidy and explaining the Communications Subsidy to inmates;
  - l. The functionality to enable the Communications Subsidy does not exist in Contractor's system and will need to be built. The Communications Subsidy will be delivered in accordance with a timeline mutually agreed in writing by County and Contractor;
  - m. Following the end of each calendar month, Contractor shall provide to County an invoice for the preceding month's Subsidized Calls. All amounts due and payable hereunder shall be invoiced and paid in U.S. dollars. The amount stated in such invoice shall be paid by County in full within thirty (30) days of the date of County's receipt of the invoice through payment to an account designated by Contractor.

4. Add subsection **2.6.1.3 Free Calls from Booking:**

<b>2.6.1.3 Free Calls from Booking</b>
1. Contractor shall enable inmates to place free Domestic calls from the booking area of the facility in accordance with applicable State and County law.
2. If State or County laws are changed in such a way that they no longer require inmates to be provided free calls in booking: <ol style="list-style-type: none"><li>Contractor may, at Contract’s sole discretion, charge for calls made from booking;</li><li>County may opt to subsidize calls made from booking in accordance with the Communications Subsidy.</li></ol>

5. Revise subsection **2.10.1.1 Data Security Controls**, to read as follows:

<b>2.10.1.1 Data Security Controls</b>
1. Within six (6) months of go live, Contractor will implement the following standards for County staff passwords: <ol style="list-style-type: none"><li>Passwords for users that have not logged in for 60 days will be disabled;</li><li>Passwords must include 3 of the following 4 types of characters: upper case, lower case, number, special character;</li><li>Passwords must be 12 characters long;</li><li>Passwords must be reset every 90 days;</li><li>Passwords cannot be reused until 24 other passwords have been used.</li></ol>
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.
<del>8. Contractor will maintain a server on the County premises that contains authentication data for the ITS and ITSP.</del>
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.