

**SECOND AMENDMENT
TO
INMATE COMMUNICATIONS SERVICES AGREEMENT**

This Second Amendment ("Amendment"), effective as of October 7, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Global Tel*Link Corporation d/b/a ViaPath Technologies, a Virginia Corporation authorized to do business in California, ("Contractor") (County and Contractor collectively, the "Parties" and each a "Party").

RECITALS

WHEREAS, County and Legacy Inmate Communications entered into that certain Agreement, dated March 1, 2017, providing the inmates in the custody of the Sonoma County Sheriff's Office with telephone services; and amended the Agreement on June 17, 2019 to revise the commission structure; and

WHEREAS, County consented to a Novation and Assignment Agreement entered into December 8, 2020 by and between Legacy Long Distance International, Inc. dba Legacy Inmate Communications, and Global Tel*Link Corporation assigning all of the rights and interest in, and delegation of all of its obligations and duties under the original Agreement with Legacy Inmate Communications, to Global Tel*Link; and

WHEREAS, the California Public Utilities Commission ("CPUC") issued its Order Instituting Rulemaking to Consider Regulating Telecommunications Services Used by Incarcerated People, Rulemaking 20-10-002, Decision Adopting Interim Rate Relief for Incarcerated Person's Calling Services, on August 23, 2021 and effective forty-five days thereafter on October 7, 2021 ("CPUC Order"), which mandated certain interim rate caps for inmate telephone services, ancillary service charges, and other requirements; and

WHEREAS, County and Contractor desire to amend the Agreement in order to, among other things, implement the CPUC Order as further provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 3, Term of Agreement shall be amended to read as follows: "The term of this Agreement shall be from March 1, 2017 to February 28, 2025 unless terminated earlier in accordance with the provisions of Article 4 below. The County shall have the option, in its sole discretion, to extend the term of this Agreement for two (2) additional one-year terms, pursuant to written notice provided to Contractor at least thirty (30) days prior to the end of the current term."
2. Effective October 7, 2021, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls, and associated ancillary service charges set forth in

the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows in the revised Exhibit C.

Exhibit C, Section B. shall be amended to reflect the CPUC's current rate of \$0.07/min for interstate and intrastate and \$0.21/min for international, effective October 7, 2021. The County's commission on inmate voice calls will be reduced from 70% to 0% for a period of one year (October 7, 2022), or until CPUC rates increase, whichever is sooner, at which time Contractor and County shall meet and negotiate a new commission structure. The rates and charges for interstate, intrastate and international inmate telephone service (ITS) calls, whether made using collect, debit, or prepaid/AdvancePay™ format shall be as specified and the associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by Parties, and shall be implemented, as shown in the attached chart: Revised Service Rates and Commission.

3. Exhibit C, Section D. is hereby deleted in its entirety and replaced with the following:
“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under the Agreement shall entitle Contractor to, at its option, renegotiate or terminate the Agreement. Rates shall not be changed without prior written notice to County.”
4. Section 14 is hereby deleted in its entirety and replaced with the following:
“Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of County. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an “Affiliate”) without the consent of the County; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor's assets shall not constitute an assignment requiring consent of County for purposes of this Agreement.”
5. Exhibit C, shall be amended to add a new section as follows:
“Technology Grant. Effective October 7, 2021, the Contractor agrees to provide the County with a monthly Technology Grant in the amount of one thousand five hundred dollars (\$1,500). Payment of the Technology Grant shall be paid within forty-five (45) days following the completion of each month ITS services are provided until such month that commissions set forth in the Revised Service Rates and Commission (attached) begin to be paid at which time the payment of the Technology Grant shall cease.”
6. Exhibit A, Section D1, shall be amended to read as follows:
“Contractor shall include a provision for the use of pre-paid telephone debit cards with a face value of \$20.00, or as designated, and make such cards available for purchase by County for resale to inmates. County shall be invoiced for all Debit Cards purchased at \$20.00 per card.”

“Should the County require to move away from pre-paid telephone debit cards to inmate funded PIN-Debit, Contractor will work with the County and its commissary provider to allow inmates to place funds onto the inmate’s PIN-Debit calling account, tablet account, and/or in a single account that will allow for both calling and tablet expenditures to take place. The County agrees and understands to provide Contractor with all integrations with necessary County inmate databases to allow this to occur. Contractor will invoice the County for funds used by inmates, on a monthly basis, and County agrees to provide payment of an invoice within 30 calendar days.

The County understands that the Contractor’s system can support both pre-paid telephone debit cards and inmate funded PIN-Debit at the same time. If the County transitions to PIN-Debit, Contractor will refund the County for all cards returned to Contractor.”

7. The following Section is hereby added to the Agreement:
“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Contractor shall be responsible for its Affiliates’ performance pursuant to such Service Schedule.”
8. Exhibit G (attached) shall be added to the Agreement, outlining enhanced services and the Tablet Service Schedule.
9. As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibit G, shall be delivered to County: Enhanced Services – IP-Enabled Tablets
10. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
11. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date

**GLOBAL TEL*LINK CORPORATION
D/B/A VIAPATH TECHNOLOGIES**

By: 
Alexandra Booker, Contracts Manager

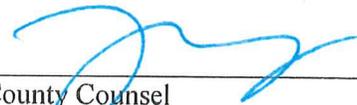
Date: 4/15/2022

**COUNTY OF SONOMA:
APPROVED AS TO SUBSTANCE FOR
COUNTY:**

By: 
Mark Essick, Sheriff/Coroner

Date: 4/19/22

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 4/14/22

**CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY:**

By: 
Administrative Services Officer

Date: 4/21/22

REVISED SERVICE RATES AND COMMISSIONS

	Telephone Services	Commission to Sonoma County
	(Per Minute)	
Local	\$0.07	0%
IntraLata	\$0.07	0%
InterLata	\$0.07	0%
Interstate	\$0.07	0%
International (Mexico & Canada)**	\$0.21	0%
International (Other)**	\$0.21	0%
	Voicemail Service	
Per Voicemail (30 Second Duration)	\$0.03	0%
	End User Fees	
Prepaid Account Transaction Fee (Processed via Live	Not Permitted	0%
Prepaid Account Transaction Fee (Processed Online)	Not Permitted	0%
Paper Bill / Statement Fee	Not Permitted	0%
Use of 3rd party money transmitter (e.g. MoneyGram, Western Union, credit card processing, transfers from 3rd party commissary accounts)	The exact fee from the 3rd party provider is passed through directly to customer with no mark-up, capped at \$6.95/transaction.	0%
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	Not permitted	0%
*The above rates do not include any applicable federal, state, or local taxes, regulatory fees, or surcharges. **Per minute rate plus the applicable call termination rate for the destination country as published on the Contractor's website, which may be updated every 3 months in accordance with the FCC Order.		
	Enhanced Services	
	Video Visitation (VVS)	
On-site Video Visitation	No Cost	0%
Remote Video Visitation	0.25 per minute	25%
	Video Messaging	
Per Video Message (30 Second Duration)	\$1.00	25%
	Secure Instant Messaging (E-Mail)	
Per Written Message	.25 each	25%
Per Photo Attachment	.25 each	25%
	Paid Content	
Standard Profile (per minute)	\$0.05	25%
Promotional Profile (per minute)	\$0.03	25%
Free Profile	\$0.00	0%
	Transaction Fees	
Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use	0%
Fee for payment using live operator	\$5.95 per use	0%
Paper Bill/Statement Fee	\$2.00 per use	0%
Use of 3rd party money transmitter (e.g. MoneyGram, Western Union, credit card processing, transfers from 3rd party commissary accounts)	The exact fee from the 3rd party provider is passed through directly to customer with no mark-up.	0%

Exhibit G
Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets

1. Applicability. This Service Schedule applies only to the enhanced services referenced. Where “Contractor” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. Definitions. Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. Deployment Locations. Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Contractor reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Contractor to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
2777 Ventura Avenue, Santa Rosa, CA 95403	Main Adult Detention Facility (MADF)
2254 Ordinance Road Santa Rosa CA 95403	North County Detention Facility (NCDF)

4. Contractor Provided Equipment, Services and Cabling. Contractor will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County. Contractor will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the County upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), County will collect and deliver to Contractor all Tablets and related equipment assigned to the Location(s) and provide Contractor a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. Support and Maintenance. Contractor will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the County, Contractor will provide up to 25% of deployed Tablets per year to cover normal wear and tear as determined by the Contractor. If additional Tablets are requested or required to maintain a contractual inmate-to-tablet ratio, the additional Tablets will be provided at a rate of up to \$249.99 per Tablet, which includes shipping, processing, maintenance and the software license for the use of the Tablets. Contractor will invoice County for the total number of additional Tablets that have been shipped. Contractor will retain ownership of the Tablets and all licensed software. Contractor will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The County will permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced

Services, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein, and if required, the County shall provide security escorts for Contractor personnel.

6. Tablets. Contractor will provide a minimum of 250 Tablets at the County's facilities, and will increase the quantity as needed to maintain a ratio of 1 tablet:4 inmates. The number of Tablets may be adjusted up or down at any time as mutually agreed by both Parties. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. County shall have the discretion to decline specific applications, provided however that the County shall maintain tablet calling, messaging, visitation, entertainment and other inmate and friends and family paid services to allow Contractor to obtain a return on all Tablet implementation capital outlays and cover fixed monthly expenses associated with providing the tablet services outlined in this Agreement. County maintains the right to decide which services will be offered to the inmate population, and agrees to negotiate in good faith regarding changes should the need arise to discontinue a particular service. Tablets shall at all times remain the sole and exclusive property of Contractor. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Contractor will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Contractor will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location. Contractor will be designated radio frequencies (RF) channels to be used for access points and Tablets using wireless data communication (Wifi) to minimize interference with County infrastructure and other vendor wireless applications and services.

- a. **Enhanced Services.** Contractor will provide the following Enhanced Services via the Tablets:
 - i. **Inmate Content Access.** Contractor will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Contractor reserves the right to add, alter or discontinue any Content Access.
 - ii. **Video Visitation.** On-premise and Remote video visitation with no less than sixty (60) days online recording storage.
 - iii. **Voice Communication.** If requested by County, Contractor will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform supplied by Contractor. Headsets equipped with a microphone may be required.
 - iv. **Inmate Accounts.** All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and family fund an inmate's Inmate Account by deposits made through Contractor consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

- v. Basic Education: Contractor will also provide the Edovo Core education package. Contractor shall provide portal access to search the full list of content and view user activity. Correction staff will be able to track each individual inmate's course participation, progress and completions using a secure login.
 - vi. Law Library: Contractor agrees to provide access to a Law Library. County shall be responsible for purchase of the Law Library content with the applicable Law Library provider.
 - vii. Electronic Grievance System: Contractor agrees to work with County to create an electronic Tablet-based grievance system to replace the County's paper grievance forms.
 - viii. County Content: County shall have the option to add in-house information to the Contractor Tablets. At the time of implementation and as needed, Contractor will work with the County to identify these documents and videos, assure they are in the file format supported by the Contractor solution, and facilitate access to content on Contractor Tablets.
- b. Contractor Obligations. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Contractor may also change the number of Tablets deployed, as mutually agreed by both Parties. Contractor shall provide an option for facility staff to remove Tablet login privileges for any inmate. Correction staff will also be able to send facility-wide messages through the portal application. Contractor will utilize only wireless channels for access points as designated by the County, to minimize interference with County and other vendor equipment. Failure to utilize designated wireless channels may result in the disconnection of contractor equipment. Contractor agrees to deploy and install the latest security patches for contractor selected network equipment, access points, and Tablets within 30 days of manufacturer release or provide County written documentation for reasons for non-compliance and offer mitigation options. The County, at its sole discretion, can determine the validity of security patch non-compliance and may remove, disconnect, or power down contractor equipment not meeting 30-day security patching requirements.

As it further relates to security patches on Tablets deployed at the County, County agrees and understands that the Contractor Tablet solution uses 3rd party software as a basis for the Contractor developed and maintained customized operating system in its Tablet solution. County agrees and understands that Contractor is not running commercial 3rd party software as the tablet operating system, and that Contractor's customized Tablet operating system is dependent on the hardware embedded within the Contractor tablet at the County. Based on these facts, County agrees and understands that Contractor will install security patches within 30 days of availability and receipt of said security patches to Contractor's customized Tablet operating system and/or tablet applications.

If the County desires to utilize headsets during the term of this Agreement, at that time Contractor will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through County's commissary service. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Contractor will increase the quantity of Tablets as needed to maintain a ratio of 1 tablet:4 inmates.

- c. County Obligations. County must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations but wireless channels authorized for use by contractor access points and Tablets will be designated by County; (ii) use of lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; (iv) access to no less than 80% of its general population inmates to paid Content subject to the payment by the inmate of Content usage fees listed herein, and (v) at the option of the County the use of wired headsets. In addition, County must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of County-approved Tablet accessories through its commissary without County mark up; (3) facilitate the collection, testing, and re-distribution of County-approved accessories (4) allow the creation of Inmate Accounts for use with Contractor's products; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Contractor by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Contractor with secure space to store Tablets and other Contractor equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact or designee authorized to act on behalf of the County on all matters involving Enhanced Services, including reporting to Contractor any damage or malfunction with equipment; and the County will not allow anyone to tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Contractor for use with Enhanced Services.

- d. If requested by County, Contractor will provide at no cost to County, wired headphones for use with Tablets. Details regarding the distribution of headsets to first time Tablet users, and the sale of replacement headsets through County's commissary will be mutually agreed upon in writing by County and Contractor.

7. **Enhanced Services and Accessories Rates.** Contractor may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Contractor may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply. County may discontinue specific Tablet services at any time, allowing the Contractor to, at its option, renegotiate commission on remaining services.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

- b. Paid Inmate Content Access:
 - 1. Standard Profile: \$0.05 per minute
 - 2. Promotional Profile: \$0.03 per minute
 - 3. Free Profile: \$0.00 per minute

- c. Video Visitation Services: \$0.25 per minute Remote Visit Price

- d. Replacement Headphones or Earbuds, if approved by County: \$4.00

- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - 1. \$0.25 per written message-
 - 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
 - 3. \$1.00 per up to a 30 second video message (this is an optional service)

8. Transaction Fees for Enhanced Services. Contractor may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

9. Tablet Commissions. Contractor will pay County a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Contractor will pay monthly a sum equal to Twenty-Five percent (25%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation (“Content Revenue”) contingent upon a minimum of eighty percent (80%) of County’s general population inmates having reasonable access to the Tablets. Contractor will also pay County monthly a sum equal to Twenty-Five percent (25%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the County unless written objection is received by the Contractor within sixty (60) days of receipt of commission payment by the County.

10. Additional Terms

Monitoring and Recording. County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. County further acknowledges and agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recording or monitoring by County of the use of the Tablets, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County agrees to indemnify, defend, and hold Contractor and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney’s fees) relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline.

Limitation of Liability. THE FOLLOWING PROVISION RELATES SOLELY TO THIS EXHIBIT G. SECTION 5 INDEMNIFICATION, OF THE ORIGINAL AGREEMENT CONTROLS FOR ALL OTHER PORTIONS OF THIS AGREEMENT. CONTRACTOR AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND CONTRACTOR IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR COUNTY PERSONNEL. FURTHERMORE, CONTRACTOR AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO

THEMSELVES OR OTHERS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. CONTRACTOR DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. CONTRACTOR DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND CONTRACTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

NOVATION AND ASSIGNMENT AGREEMENT

THIS NOVATION AND ASSIGNMENT AGREEMENT (“Agreement”) is entered into this 8th day of December 2020, by and between Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications, a California corporation (“Assignor”) and Global Tel*Link Corporation, an Idaho corporation (“Assignee”) (each a “Party” or collectively, the “Parties”).

WHEREAS, as of the date hereof, Assignor and the County of Sonoma, a political subdivision of the State of California (the “Correctional Facility”), are parties to that certain Agreement for Inmate Communications Services dated March 1, 2017 as amended by the First Amendment dated June 17, 2019 (“Amendment”) (collectively the “Inmate Services Agreement”) pursuant to which Assignor provides certain services to Correctional Facility;

WHEREAS, on July 2, 2020, Assignor and Assignee entered into that certain Master Transaction Agreement and Asset Purchase Agreement pursuant to which Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, certain assets and specified liabilities on the terms and conditions set forth therein (the “Transaction”);

WHEREAS, pursuant to the terms and conditions previously agreed to by the Parties, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor’s rights, title, and interest in and to, and Assignee has agreed to assume the Inmate Services Agreement; and

WHEREAS, pursuant to the terms and conditions previously agreed to by the Parties, Assignor and Assignee are entering into this Agreement pursuant to which (a) Assignee will become a party to the Inmate Services Agreement, (b) Assignor will novate and assign to Assignee all of Assignor’s rights and obligations under the Inmate Services Agreement on the terms previously agreed to by the Parties, and (c) Assignor will be released from all of its obligations under the Inmate Services Agreement arising from and after the Effective Date (as defined below) on the terms previously agreed to by the Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Effectiveness**. This Agreement shall become effective as of the closing date of the Transaction relating to the Inmate Services Agreement (the “Effective Date”). All of the provisions herein shall be deemed to be operative and take effect with no further action necessary at the Effective Date simultaneously with the closing of the Transaction with respect to the Inmate Services Agreement.

2. **Assignment by Assignor**. Assignor does hereby grant, bargain, transfer, sell, assign, convey, and deliver to Assignee, its successors and assigns, free and clear of any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, circumstance that impairs the quiet enjoyment or value, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of

ownership, as applicable, and Assignee does hereby assume and accept, all of Assignor's rights, title, and interest in and to the Inmate Services Agreement.

3. Assumption by Assignee. Assignee hereby assumes from Assignor the obligations of Assignor that arise under the Inmate Services Agreement and agrees to be responsible for and obligated to perform the duties and obligations of Assignor thereunder on the terms previously agreed to by the Parties.

4. Joinder. Assignee hereby joins and becomes a party to (as fully as if Assignee had been an original signatory thereto) the Inmate Services Agreement, and the Inmate Services Agreement shall be construed and treated in all respects as if Assignee was named therein instead of Assignor from and after the Effective Date.

5. Novation. Assignor hereby irrevocably novates and assigns to Assignee all of Assignor's rights, title, interests, and obligations under the Inmate Services Agreement, and Assignee hereby irrevocably accepts such rights, title, and interests, and assumes such duties, liabilities, and obligations under the Inmate Services Agreement from Assignor on the terms and conditions contained herein and as previously agreed to by the Parties.

6. Assignee's Performance Obligation. Assignee shall duly perform and discharge all duties, liabilities, and obligations arising out of or related to the Inmate Services Agreement whatsoever from time to time to be performed or discharged by it after the Effective Date by virtue of this Agreement in all respects, as if Assignee was originally named therein instead of Assignor.

7. Further Assurances. The Parties agree to execute and deliver such other instruments and documents and to take such other actions as any Party may reasonably request in connection with the transactions contemplated by this Agreement.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8):

If to Assignor:

Legacy Long Distance International, Inc.
c/o Jail Education Solutions, Inc. d/b/a Edovo
215 W Superior Street, Suite 600
Chicago, IL 60654
E-mail: brian@edovo.com
Attention: Brian Hill

with a copy to: Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, IL 60606
E-mail: jshapiro@freeborn.com
Attention: John T Shapiro

If to Assignee: Global Tel*Link Corporation
3120 Fairview Park Drive, Suite 300
Falls Church, VA 22042
E-mail: claudia.regen@gtl.net
Attention: Claudia Regen

with a copy to: Cahill Gordon & Reindel LLP
1990 K Street, N.W., Suite 950
Washington, D.C. 20006
Attention: Chérie R. Kiser
E-mail: ckiser@cahill.com

9. Miscellaneous.

(a) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

(b) This Agreement may not be modified, amended, waived, discharged or terminated other than by written agreement signed by the Parties.

(c) This Agreement shall be binding upon the Assignor and inure to the benefit of Assignee and its successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Delaware.

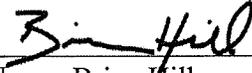
(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies bearing the signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents.

* * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

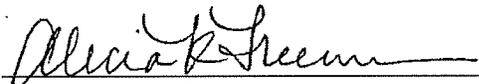
ASSIGNOR:

**LEGACY LONG DISTANCE
INTERNATIONAL, INC. D/B/A LEGACY
INMATE COMMUNICATIONS**

By: 
Name: Brian Hill
Title: CEO

ASSIGNEE:

GLOBAL TEL*LINK CORPORATION

By: 
Name: Alicia Freeman
Title: VP Contracts & Procurement

CONSENT TO NOVATION AND ASSIGNMENT

Pursuant to Section 14 of the Inmate Services Agreement, the County of Sonoma (the "Correctional Facility") approves the novation and assignment of that certain Agreement for Inmate Communications Services dated March 1, 2017 as amended by the First Amendment dated June 17, 2019 ("Amendment") (collectively the "Inmate Services Agreement"). Accordingly, the undersigned hereby: (i) consents to the foregoing novation and assignment and accepts Assignee as the obligor under the Inmate Services Agreement in place of Assignor on the terms and conditions set forth herein; and (ii) grants to Assignee the same rights under or arising out of or related to the Inmate Services Agreement as were granted to Assignor.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed as of the day and year first above written.

CORRECTIONAL FACILITY:

COUNTY OF SONOMA

By: _____



Name: Mark Essick

Title: Sheriff-Coroner

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of June 17, 2019, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Legacy Inmate Communications, a California Corporation, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated March 1, 2017, for providing inmates with reasonable access to telephones; and

WHEREAS, County and Contractor desire to amend the Agreement to revise commission rates effective December 1, 2018,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. County and Contractor agree Contractor shall apply new commission rates of 70% for debit cards and inmate telephone calls retroactive to December 1, 2018. Contractor shall make payment to County for the increased commission rates for the period of December 1, 2018 through February 28, 2019. Beginning March 1, 2019 the new commission rate will be applied to monthly payments to County and as lower cost for County to purchase debit cards.

2. Exhibit A, Section D., Paragraph 1 shall be amended to read:

Contractor shall include a provision for the use of pre-paid telephone debit cards with a face value of \$20.00, or as designated, and make such cards available for purchase by County for resale to inmates. County shall be invoiced for all debit cards purchased and shall receive 70% commission percentage as a discount on each purchased card (i.e., a debit card with a face value of \$20 shall be purchased for \$6). No additional commission shall be paid to County for the calls made using discounted debit cards.

3. Exhibit C, Section B., shall be amended to increase the County's commission on inmate calls from 60% to 70%:

	Telephone Calling Per Minute		Commission to
	Collect	Prepaid & Debit	Sonoma County
Local	\$0.25	\$0.21	70%
IntraLata	\$0.25	\$0.21	70%
InterLata	\$0.25	\$0.21	70%
Interstate	\$0.25	\$0.21	70%
International(Mexico & Canada)	\$0.75	\$0.50	70%
International(Other)	\$1.00	\$0.75	70%
	Voicemail Service		
Per Voicemail (30 Second Duration)	\$1.00		70%
	Video Visitation (VVS)		
On-site Video Visitation	No Cost		N/A
Remote Video Visitation	\$1.50	\$0.35	70%
	(Session Fee)	(Additional Minute)	
	Video Messaging		
Per Video Message (60 Second Duration)	\$2.50		70%
	Secure Instant Messaging (E-Mail)		
Per E-Mail Exchange (Send & Reply)	\$1.00		70%
	End User Fees		
Prepaid Account Transaction Fee (Processed via Live Agent)	\$5.95		
Prepaid Account Transaction Fee (Processed Online)	\$3.00		
Bill Statement Fee	\$2.00		
*The above rates do not include any applicable federal, state, or local taxes, regulatory fees, or surcharges			

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONTRACTOR:
Legacy Inmate Communications

By: [Signature]

Name: Brian Hill

Title: CEO

Date: June 10 2019

David Northridge

[Signature]

EVP

June 10 2019

COUNTY OF SONOMA:

By: [Signature]
Mark Essick, Sheriff-Coroner

Date: 6/17/19

APPROVED AS TO FORM FOR
COUNTY:

By: [Signature]
County Counsel

Date: 6/11/19

AGREEMENT FOR INMATE COMMUNICATIONS SERVICES

This agreement ("Agreement"), dated as of March 1, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Legacy Inmate Communications, a California Corporation with a principal place of business at 10833 Valley View Street, Cypress, CA 90630 (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County is responsible for providing the inmates in the custody of the Sonoma County Sheriff and within Sonoma county detention facilities with reasonable access to telephones; and

WHEREAS, Contractor represents that it is a duly qualified provider of inmate telephones and other inmate communication services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for inmate telephones and related services for this purpose.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and any exhibits attached hereto, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being

understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. Contractor's employees who provide services within the detention facilities must complete and satisfy the security clearance requirements as listed in Exhibit "B," attached hereto and incorporated herein by this reference, and within the times or by the dates provided for therein.

2. Rates, Commissions, and Payment. Contractor shall comply with the established inmate telephone call rates and pay the County established commissions on inmate telephone calls as set forth in Exhibit "C," attached hereto and incorporated herein by this reference, and within the times or by the dates provided for therein.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from March 1, 2017 to February 28, 2022 unless terminated earlier in accordance with the provisions of Article 4 below. The County shall have the option, in its sole discretion, to extend the term of this Agreement for five (5) additional one-year terms, pursuant to written notice provided to Contractor at least thirty (30) days prior to the end of the current term.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Payment and Removal of Equipment Upon Termination. Upon termination of the Agreement by County, County shall be entitled to receive full payment from Contractor based on the established commission rate as set forth in Exhibit "C," up to the date of termination. If County terminates this Agreement without cause pursuant to Article 4.1, above, then Contractor shall remove all of its equipment by the effective date of termination; in such event, Contractor shall be entitled to receive reimbursement of reasonable expenses to be incurred in removing the equipment only if such expenses are approved in writing by county prior to equipment removal.

4.4 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "D," which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter

Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records

available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its sub-consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to

any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Regulatory Oversight. This Agreement is subject to the applicable provisions of Contractor’s tariffs, federal and state laws, rules, and regulations relating to inmate telephone services, and to other government orders as may apply from time to time (collectively, the “Laws”). The County and Contractor acknowledge and agree that the applicable Laws may be deleted, amended, or added to from time to time, and that such alterations may create a conflict with the terms of operation of this Agreement. If any conflict between this Agreement and such Laws exists, or comes into existence, during the Term or Renewal Term of this Agreement, then the Law shall control and this Agreement shall be deemed modified accordingly.

11. Liquidated Damages. Contractor and County agree that, in the event Contractor does not timely complete maintenance and repair services as outlined in this Agreement, it would be extremely difficult, impracticable, or impossible to determine the actual amount of damages County incurs as a result thereof. Accordingly, the parties have agreed upon Performance Standards applicable to the maintenance and repair services to be performed by Contractor under the Agreement, and applicable liquidated damages that shall apply for the failure of contractor to meet any Performance Standard in any given month, as set forth in Exhibit “E” attached hereto and incorporated herein by this reference. Liquidated damages shall not be charged when the delay or failure to complete the Performance Standards as set forth in Exhibit “E” is due to force majeure or when the County directly and proximately causes the delay. The amount of liquidated damages provided for in this Agreement, as set forth in Exhibit “E” is not intended to, nor do the amounts include, any damages incurred by County for reasons other than delay in the timely completion of the services called for by this Agreement.

11.1 Liquidated Damages Assessment Process. At County's discretion, County shall assess liquidated damages pursuant to a Notice for Assessment of Liquidated Damages, which shall require Contractor to either: a) pay the amount assessed within thirty (30) days of receipt of the Notice; or b) allow Contractor to request a meet and confer session within thirty (30) days of receipt of the Notice. If Contractor has opted to meet and confer, the parties shall meet in good faith to resolve the issues. Upon conclusion of the session, Contractor shall comply with any compromise reached or, in the absence of a compromise, pay the amount of assessed liquidated damages demanded in the Notice within thirty (30) days of conclusion of the meet and confer session.

12. County's Obligations.

12.1 Restrictions on Use of Telephones. County acknowledges that the telephone equipment provided by Contractor under this Agreement is intended for the use of inmates in making outgoing calls, and for the recording and/or monitoring of those calls. County acknowledges and agrees that it will not utilize the inmate telephone number(s) to receive incoming calls in the conduct of its business or otherwise.

12.2 Conditions of Facilities. County shall provide suitable space for the equipment provided under this Agreement at each facility that is in compliance with federal and state laws and tariffs. County, at County's expense, shall provide proper lighting, power and power sources, and ventilation (so the call processing equipment does not overhear), and shall keep the premises around the equipment clean and safe. County shall keep the inmate telephones readily accessible, and shall permit the inmates to use the inmate telephones subject to County's security procedures.

12.3 Vandalism. County agrees to take reasonable steps to prevent the misuse, destruction, damage, defacement, or vandalism to the equipment provided by Contractor, consistent with its operating policies and procedures. County shall report to Contractor any misuse, destruction, damage, defacement, or vandalism to the equipment at each facility as soon as practicable after County learns of, discovers, or has reason to know about any such event.

12.4 Equipment. The equipment provided by Contractor is and shall remain the sole property of Contractor. County agrees that Contractor's agents and employees shall have the right to enter the detention facilities at any reasonable hour for the purpose of installing, inspecting, maintaining, repairing, moving, or removing the equipment. County shall provide a safe working environment for Contractor's agents and employees during such visits. Whenever Contractor ceases to provide equipment or services at any detention facility, County shall provide safe access to such facility for Contractor's removal of equipment from such facility, and County agrees to reasonably cooperate, and not to reasonably interfere, with Contractor's removal of the equipment. County shall not require waivers or releases of any personal rights from employees or agents of Contractor in connection with such visits to the detention facilities.

13. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

14. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

15. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY:

Sonoma County Sheriff's Office
Attn: Sheriff's Administration
2796 Ventura Avenue
Santa Rosa, CA 95403
Phone: 707-565-3116

TO CONTRACTOR:

Legacy Inmate Communications
Attn: Darryl Hughes
National Director of Business
Services
10833 Valley View Street, Suite 150
Cypress, CA 90630
Phone: 800-350-1000

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender

has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

16. Miscellaneous Provisions.

16.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

16.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

16.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

16.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

16.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

16.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil

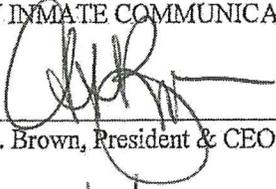
Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

16.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

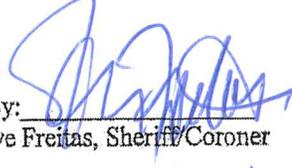
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:
LEGACY INMATE COMMUNICATIONS

By: 
Curtis A. Brown, President & CEO

Date: 11/8/16

COUNTY OF SONOMA:

By: 
Steve Freitas, Sheriff/Coroner

Date: 12/12/16

APPROVED AS TO FORM FOR
COUNTY:

By: 
Deputy County Counsel
Joshua A. Myers

Date: 11/3/16

CERTIFICATES OF INSURANCE
ON FILE WITH COUNTY:

By: 

Exhibit "A"

CONTRACTOR'S SPECIFIED SERVICES

- A. Contractor's Point of Contact. Contractor shall designate one or more authorized representatives to be the County's point of contact regarding the services provided under this Agreement.
- B. Transition Plan. Contractor shall provide a Transition Plan with detailed timelines and activities for implementation, configuration, testing, and training of the new inmate communications services, with minimum down-time, loss of data, and a seamless cutover to the new system.
1. Contractor shall provide a Project Manager, Installation Manager, Marketing Team, and a Project Team as part of the Transitional Plan to fulfill all aspects of the implementation and support.
 2. Contractor shall work closely with current provider to obtain calling records in an appropriate format, transfer said data to the new system, and provide details on how such data will be stored and accessed.
 3. Contractor shall work closely with current provider to make any necessary arrangements for new equipment installation, and shall not interfere with current provider's equipment and/or equipment locations without first obtaining written permission from current provider.
 4. The Transition Plan shall be submitted to county within ten (10) days after execution of the Agreement. The Transition Plan is subject to written approval by County.
- C. Communication Devices: Contractor shall provide, install, and maintain iCON Inmate Communication Management System, 87 TMG CT-1000 Inmate Telephones, 51 Legacy Bridge Communication Devices (BCD's), TMG CT-50 Visitation Phone Stations, 25 Ultratec Model ST120 TDD Telephones, and TMG TM-24-7 Portable Phone Carts as needed. One spare phone shall be stored at each facility to replace defective or damaged units. All inmate telephone units shall be altered to allow the handset cord to protrude from the unit with an exposed cord length not to exceed 12" (twelve inches).
1. Contractor shall provide inmate non-coin operated telephones in the MADF booking area, which shall be programmed for collect and debit card calls. The phones in the MADF booking area shall also be programmed to make pre-authorized local calls at no expense and calls to local cellular telephone numbers at no expense.
 2. The inmate non-coin operated telephones located in the housing modules at both facilities shall be programmed for collect and debit card calls. The phones in the modules may be programmed to make a set number of free local calls when pre-authorized by the County's Inmate Telephone System Administrator, as mutually agreed to with Contractor.
 3. All inmate telephone calls, regardless of call type, shall be accomplished by entering a Personal Identification Number (PIN) on the telephone number pad, in order to identify the caller.

Exhibit "A"

4. Contractor shall provide Americans with Disabilities Act (ADA) compliant inmate communications device in each module. All inmate communications devices in the Medical Housing Module shall be in compliance with all current ADA requirements.
5. Contractor shall charge inmates who use the telephone system beginning when the receiving party agrees to accept the call, and charges shall end when either party hangs up or when the call is terminated for any other reason. Contractor shall not bill inmates for incomplete calls (e.g., network intercepted recordings, busy signals, and no answer). The provisions of this sub-section shall apply to debit card and all operator assisted calls, but not to collect calls. Collect call charges apply to the party accepting the call and not the inmate. The Contractor shall be responsible for all un-billable and/or un-collectible telephone calls relevant to inmate telephone services. The contractor shall not deduct said calls from the gross receipts from which payment is calculated and delivered to the county by the Contractor.

D. Pre-Paid Telephone Debit Cards or Cardless Debit Services.

1. Contractor shall include a provision for the use of pre-paid telephone debit cards with a face value of \$20.00, or as designated, and make such cards available for purchase by County for resale to inmates. County shall be invoiced for all Debit Cards purchased and will receive 60% commission percentage as a discount on each purchased card (i.e., a debit card with a face value of \$20 shall be purchased for \$8).
2. Cardless debit calling shall be made available to inmates for purchase and have those funds applied to their assigned PIN number without the need for a card. The cost of each call will be deducted from their account, which can either be created upon booking or through the Jail Commissary. Friends and family can also deposit money into an inmate's debit account through www.legacyinmate.com, or by Payment Kiosk.
3. Prior to deployment of Contractor's inmate telephone system, Contractor shall provide a limited number of "transition" debit calling cards valued at \$5.00 each to be dispersed to inmates who still possess valid debit cards purchased from the previous inmate debit card provider. Commissions shall not be paid on the value of these transition cards.
4. Contractor shall provide a customer service contact for County's Inmate Communications Administrator (refer to Section J.3) between the hours of 8:00am to 5:00pm PST, Monday-Friday, to respond to all issues related to the use of and/or validity of the pre-paid telephone debit cards.
5. Upon contract termination, the County shall have the option to return all unsold debit cards to Contractor and receive full reimbursement of original purchase price of \$8.00, or as designated, for each unsold card.
6. Cards sold to inmates shall remain valid upon their release from the detention facilities.

E. End-User Support. Contractor shall provide end-user support through Contractor's support center, via a 24-hour toll free number (877-700-5534). End-users shall also have access to Contractor's website features to set up pre-paid accounts at www.legacyinmate.com.

Exhibit "A"

- F. Equipment Installations and Requirements. Contractor shall install system-wide computers and other equipment, for Contractor's use, in the MADF and NCDF Telephone Rooms. Shut-down switches shall be installed in the Telephone rooms of both facilities, with access and instruction on use provided to Contractor's and County's authorized users. Contractor shall provide and assume responsibility for the features and maintenance of one (1) new desktop computer workstation including a printer at the MADF. Workstation shall be made available for Contractor's Site Administrator at least three days per week during Monday-Friday, 8:00am to 5:00pm, and also during other hours/days, to include nights and weekends, as needed, to maintain the computer based systems. Contractor shall install, maintain, and provide an additional telephone to be available for system testing purposes, and shall be programmed with telephone-calling features that are identical to the features installed on the inmate telephones.
- G. Telephone Software Requirements. Access to Contractor's inmate telephone software program features shall be secure, password controlled, and allow County the ability to provide system administration for County staff. All features shall be accessible by designated County staff, and shall be linked to the County's LAN/WAN system, and be web-enabled for access by County staff on designated County-owned workstations, with County-approved firewall protections. County shall assume responsibility for maintenance of County-owned desktop workstations, networks, and infrastructure. Features and services shall include:
1. Software shall be menu-driven with easy to understand English and Spanish prompts similar to Microsoft Office programs.
 2. Minimum of two (2) language voice prompts (English and Spanish). Clear automated voice prompts, including warnings, costs, and account balances for pre-paid collect and debit card accounts.
 3. All standard call branding – the procedure of identifying the provider's name audibly and distinctly to the end user at the beginning of each operator assisted services call, and the associated rates for the call.
 4. End-user active and affirmative acceptance, captured for recording and monitoring playback.
 5. All standard call blocking for both end-user and County's use. Blocking for all incoming calls, toll-free, talk-line, 1+, operator assisted IEC access, and related blocking that are industry standard for a correctional system, and allows for as administration of this feature by County.
 6. Free local calls to other agencies for inmates, as authorized and administered by County's Inmate Telephone System Administrator.
 7. Ability for inmate to make collect and debit calls even though a pre-paid collect account for that telephone number has already been established.
 8. System workstations and desktop workstations shall have the ability to create, manage, and administer Personal Identification Numbers (PIN).

Exhibit "A"

9. System interface between County JMS system and Contractor for automatic activation and de-activation of the PIN's.
10. PIN features must have system-wide application, i.e., not facility specific.
11. Full channel recording and monitoring.
12. Investigative "alert" system function for detectives and detention staff, with security features and password controls meeting the County's password requirement standards, including remote monitoring with call "burst-in" and termination options.
13. Full remote monitoring system with security features and password controls.
14. Five (5) years of inmate call recordings on-line (current and prior four years).
15. A diagnostic testing plan.
16. County acceptable firewall and security protections to LAN/WAN system access.
17. Secure firewall and password protected access for corrections staff and detectives for desktop workstation access via the County's LAN/WAN to administrative services, features, and reports.
18. Secure firewall and password protected access for corrections staff and detectives for desktop workstation access via the County's LAN/WAN to recording and monitoring features.
19. Secure firewall and password protected access for corrections staff and detectives for web-enabled remote access to recording of inmate telephone conversations.
20. System workstations and desktop workstations must have the ability to create copies of inmate telephone conversations suitable for judicial presentation under the California Evidence Code.

H. Additional Services. Contractor shall provide the following additional services as requested by County:

1. Training: Contractor shall provide training in the use of software for County representatives, correctional staff, detectives, and Information Technology staff, prior to cutover to Contractor's call processing equipment, and/or immediately following system installation. Additional training shall be provided, as needed, when upgrades occur, and/or when new staff rotates into user positions.
2. Records: Contractor agrees to provide all records, unprocessed/completed and uncompleted calls, including call attempts, to County via internet transfer on an as requested basis, with Hypertext Transfer Protocol over TLS (HTTPS), and shall provide access to all rate, call-blocking, and other tables as may be required by County.

I. Reports. All reports are to be accessible from desktop workstations accessed by County staff and shall be linked to County's LAN/WAN system via County approved firewall and security protections. Access to reports shall be secure, password controlled, and administered by County.

1. Reports to be provided upon County's request shall include, but are not limited to financial, inmate, administrative, and investigative reports.

Exhibit "A"

2. Contractor shall provide County with an annual report from an independent auditor, at no cost to County, verifying that revenues paid to County, if any, are accurate based on actual calls made.
- J. System Maintenance and Service. Contractor shall be responsible for all ongoing maintenance and service of all inmate telephone system hardware and software at no cost to County, and shall replace any equipment provided by Contractor that is determined to be defective or damaged beyond repair. Contractor shall also comply with the following:
1. Live Technical Support shall be provided by Contractor on a 24/7/365 basis, including holidays, by calling 877-700-5534.
 2. Contractor shall submit a formal escalation procedure for County's approval before implementation. Details shall include timelines, contacts and all telephone numbers, for complaints not handled to County's satisfaction within the required response times. Any changes to escalation procedures and/or personnel shall be submitted for County's approval before implementation.
 3. Contractor shall provide a Site Administrator/Technician (SAT) as a first point of contact for service-related problems. The designated SAT must complete the Sheriff's standard background investigation before gaining necessary access to facilities. The SAT shall be on-call 24 hours a day, seven days a week, and shall respond to service requests consistent with Performance Standards in Exhibit "E" attached to and incorporated herein. In addition, the SAT shall dedicate a minimum of three days per week, during Monday-Friday, 8:00am to 5:00pm, and also during other hours/days, to include nights and weekends, to maintain and service the computer based systems and telephone equipment. In the event the SAT is not available, Contractor shall dispatch another field service technician to meet performance standards.
 4. Contractor's SAT or other field service technicians shall monthly inspect all inmate telephones and TDD/TTY devices to ensure that all are fully operational. Preventative maintenance shall include:
 - a. Test all inmate telephones for functional features
 - b. Test all outbound trunks for dial tone and proper PIC code
 - c. Test all call processing equipment and perform routine maintenance and cleaning
 - d. Record and track all maintenance operations for historical purposes
 5. Contractor's technicians shall respond to all requests for service regarding inmate telephones, including all hardware and software, and promptly make appropriate repairs at no cost to County.
 6. Contractor shall report any misuse, destruction, damage or vandalism to the inmate telephone system and equipment to the County's designated staff, as soon as practical after technicians discover or have reason to know about such events.
 7. Contractor shall immediately notify the County's designated contact(s) whenever the system is "out of service" and provide information about length of down time. Contractor shall also immediately notify the County when the system resumes normal operations.

Exhibit "A"

K. Miscellaneous.

- a. Contractor shall be responsible for ensuring all required federal, state and local licenses, permits, and other documents necessary to operate the system, are obtained prior to installation of any equipment.
- b. County's authorized auditing staff shall have access at times and dates agreed upon by all parties, to call detail, financial reports, documents, papers and records of Contractor which are directly pertinent to services for the purpose of conducting an audit. To the extent allowed by law, County shall hold all such information as confidential and proprietary to Contractor.
- c. County and Contractor shall meet at least once per year to review inmate telephone system functions, service and support performance, and future needs of the County. Contractor acknowledges that County wishes to maintain an inmate telephone system that is capable of incorporating new features that will provide additional benefits to the County, when needed.

L. Upgrades and Expansion.

1. Contractor is responsible for all necessary hardware and software upgrades to maintain system compliance with all federal and state rules and regulations, and to maintain a system that incorporates all current standard call features. All future upgrades to hardware and software to keep the telephone system in compliance with all state and federal rules and regulations, and to maintain current standard call features shall be accomplished within 90 days.
2. All upgrades shall be accomplished after sufficient provision of a list of milestone actions and anticipated lengths of time for each action that require the telephones to be "out of service", with minimum down-time and data loss, and seamless transitions.
3. Contractor's telephone system must be expandable to any additional facilities that are added at the County's discretion.
4. All additional hardware, software, and any additional equipment, including, without limitation, cabling, wiring and conduit (if not shared with County equipment) as required for the installation of additional inmate telephones shall be supplied, installed, and maintained, at the expense of the Contractor.

Exhibit "B"

CONTRACTORS SPECIFIED SECURITY CLEARANCE REQUIREMENTS AND PROCEDURES

1. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter "detention facilities," to the designated SCSO representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Workers.
2. Contractor shall provide the full name, date of birth, driver license, , and a physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. All Contractor Workers must receive security clearance from the designated Detention Representative prior to being permitted access to detention facilities; Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
4. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
5. No Contractor Worker under 18 years of age shall be admitted to the detention facilities.
6. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
7. Contractor Workers who have in their possession alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
8. Contractor Workers under the influence of drugs or alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, picket knives, scissors, metal nail filers, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor Worker is authorized to service.
10. Contractor Workers entering the detention facilities shall not give anything to any inmate nor shall they take anything from any inmate without prior approval from authorized detention staff.
11. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
12. Contractor Workers entering the detention facilities shall not lean, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.

Exhibit “B”

14. Contractor Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
15. For the safety of all persons, the SCSO does not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
16. Detention staff are responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools, etc.), all Contractor Workers are required to immediately comply, without question.
17. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
18. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
19. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.

Exhibit "C"

CONTRACTOR'S SPECIFIED RATES, COMMISSIONS, AND PAYMENT

- A. Compliance with applicable Law. Contractor shall comply with all current applicable Federal Communications Commissions and California Public Utility Commission rules and regulations, including maintaining the charges for operator assisted rates equal to or less than the tariff rates, terms, and conditions regulated by State or Federal Communications Commissions.
- B. Rates Charged to Inmates and Commissions. Equipment includes iCON Inmate Communication Management System, 87 TMG CT-1000 Inmate Telephones, 51 Legacy Bridge Communication Devices (BCD's), TMG CT-50 Visitation Phone Stations, 25 Ultratec Model ST120 TDD Telephones, and TMG TM-24-7 Portable Phone Carts as needed:

	Telephone Calling Per Minute		Commission to Sonoma County
	Collect	Prepaid & Debit	
Local	\$0.25	\$0.21	60%
IntraLata	\$0.25	\$0.21	60%
InterLata	\$0.25	\$0.21	60%
Interstate	\$0.25	\$0.21	60%
International(Mexico & Canada)	\$0.75	\$0.50	60%
International(Other)	\$1.00	\$0.75	60%
	Voice mail Service		
Per Voicemail (30 Second Duration)	\$1.00		60%
	Video Visitation (VVS)		
On-site Video Visitation	No Cost		N/A
Remote Video Visitation	\$1.50	\$0.35	60%
	(Session Fee)	(Additional Minute)	
	Video Messaging		
Per Video Message (60 Second Duration)	\$2.50		60%
	Secure Instant Messaging (E-Mail)		
Per E-Mail Exchange (Send & Reply)	\$1.00		60%
	End User Fees		
Prepaid Account Transaction Fee (Processed via Live Agent)	\$5.95		
Prepaid Account Transaction Fee (Processed Online)	\$3.00		
Bill Statement Fee	\$2.00		
*The above rates do not include any applicable federal, state, or local taxes, regulatory fees, or surcharges			

- C. Payment to County. Contractor shall pay all commissions due to County for services provided between the first day of the month and the last day of the same month, on or about 45 days following the last day of the month in which the service was provided.
- Contractor shall monthly provide County with the calculation of gross revenues for each service type and the amount of commissions due to County. Contractor shall be responsible for all un-billable and/or un-collectible services and shall not deduct said

Exhibit "C"

- services from the gross receipts from which commissions are calculated and paid to County.
2. Contractor shall monthly provide County with a detailed listing and monthly summary of services made from each communication device, including information consisting of the type of call, time, date, duration, cost per call, inmate PIN, bill-to number (BTN), and call result (blocked, hung up, time up, etc.).
- D. Rates and Charge Changes. Contractor and County agree that all charges and commissions provided for hereunder are subject to change by Contractor as required by any regulatory or judicial body with authority to mandate such changes. PUC-approved rate increases shall not be considered mandates, and rates for connection or per-minute shall not be changed without the prior written consent of County.
- E. System Updates. iCON system and hardware upgrades will be provided at no cost to County and with no service interruption throughout the life of the service agreement. New technology and system improvements will be delivered to County as they become available.

Exhibit "D"

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma Sheriff's Office shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

Exhibit "D"

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: INMATE COMMUNICATIONS SERVICES.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Sheriff's Office, Attn: Terrie Lewis, 2796 Ventura Ave, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Exhibit "D"

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit “E”

A. Performance Standards:

The following Performance Standards shall apply to the work performed by contractor under the Agreement upon Agreement execution and after completion of the implementation of the inmate telephone system. These Performance Standards shall apply during the term of the Agreement and any renewal thereof, except as otherwise agreed to between the Parties.

No.	Performance Standard Description	Performance Standard Objective
P1	The Service Requests for Incident Resolution with the impact of Emergency (Level P1) shall be resolved in 2 hours: <ul style="list-style-type: none">- 25% of inmate phones disabled in any location- iCON cannot be accessed by the facility	90% of Level P1 Service Tickets shall be closed within Performance Standard requirement.
P2	The Service Requests for Incident Resolution with the impact of Major (Level P2) shall be resolved in 4 hours: <ul style="list-style-type: none">- Two (2) or more inmate phones non-operational- Call detail report information not listing on iCON system- Call recording or live monitoring utilities non-operational or malfunctioning	90% of Level P2 Service Tickets shall be closed within Performance Standard requirement.
P3	The Service Requests for Incident Resolution with the Impact of Minor (Level P3) shall be resolved in 8 hours: <ul style="list-style-type: none">- One (1) inmate phone is non-operational- Static or other noise heard on the telephone line- Block or free call number entry or other iCON system administrative action needed- New or customized report needed- Additional service requested- Additional training requested	90% of Level P3 Service Tickets shall be closed within Performance Standard requirement.

B. Standard of Measurement:

1. Sonoma County personnel or Legacy staff opens a service ticket on the iCON’s Service Request Utility, Legacy personnel are simultaneously contacted, facility staff can track progress, and an e-mail is sent to the County’s contact (the person who created the ticket) when the ticket is resolved.
2. Sonoma County shall receive a customized report each month, for the prior month, setting forth the service tickets submitted, opened, monitoring, and resolved for each priority level in the prior month.

Exhibit "E"

3. Using the data from the summary report, the following formula shall be used to determine if Contractor met the Performance Standard for each Priority Level:
 - a.
$$\frac{\text{Number of Service Tickets at Priority Level Meeting Performance Standard}}{\text{Total Number of Service Tickets at Priority Level}} = \text{Percentage of Tickets Meeting Standard.}$$
 - b. The percentage of service tickets meeting the Performance Standard for a given Priority Level shall then be compared to the Performance Standard Objective for that Priority Level to determine if Contractor has met the Performance Standard for the Priority Level.

C. Performance Evaluation and Liquidated Damages:

1. County may review Contractor's performance under the foregoing Performance Standards every three months to determine whether Contractor met the Performance Standards during the prior three month period.
2. If Contractor meets 100% of the Performance Standards for each Priority Level for each month of service provided hereunder, there shall be no liquidated damages due or payable.
3. If Contractor meets 2 out of 3 of the Performance Standards for each month of service provided hereunder, there shall be a liquidated damages assessed of \$100, payable by Contractor to the County pursuant to the assessment process set forth in Article 11.1 of the Agreement.
4. If Contractor meets 1 out of 3 of the Performance Standards for each month of service provided hereunder, there shall be liquidated damages assessed of \$250, payable by Contractor to the County pursuant to the assessment process set forth in Article 11.1 of the Agreement.
5. If Contractor meets none of the Performance Standards for each month of service provided hereunder, there shall be a liquidated damages assessed of \$500, payable by Contractor to the County pursuant to the assessment process set forth in Article 11.1 of the Agreement.

Electronic Scheduling RFP
Attachment A: Technical Specifications

F

Functional Category: Technical Specifications			
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Vendor Response Codes:			
F = Fully Provided "Out-of-the-Box"		M = Modification/ Configuration (requiring changes to	
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Section 1: County (Sheriff's Office) internally hosted system			
Reference Number	Functional Requirements	Vendor Response Code	Comments
TECH	1.00 Relational Database:		
TECH	1.01 Robust relational database, supported on Microsoft SQL Server 2012 or newer. If any other non-Microsoft database is to be used, vendor must provide database update plan and mechanism with, at minimum, monthly critical and security updates and method to be validated by County and be 100% supported by the vendor.		
TECH	1.02 System needs to be recoverable within 1 business day with vendor assistance if necessary.		
TECH	1.03 Database cannot be down during backup.		
TECH	1.04 Database remotely supported by vendor including troubleshooting, maintenance, and updates.		
TECH	1.05 If the database is to be managed by the County (Sheriff's Office) in any way, County system administrators shall retain Administrator level access (full control) of database and server after deployment.		
TECH	2.00 System Requirements:		
TECH	2.01 Application and database shall run on Windows Server 2012 r2 or newer. If any other non-Microsoft operating system is to be used, vendor must provide operating system update plan and mechanism within minimum monthly critical and security updates and method to be validated by County and be 100% supported by the vendor		
TECH	2.02 If the server is to be managed by the County, Application and database shall be run on a Microsoft Hyper-V virtualized server as a guest.		
TECH	2.03 If web based, runs on latest Internet Information Services (IIS) 8.0 or newer. If any other non-Microsoft webserver is to be used, vendor must provide webserver update plan and mechanism within minimum monthly critical and security updates and method to be validated by County and be 100% supported by the vendor.		
TECH	2.04 GUI front end. If web based, application must run under Microsoft Internet Explorer 11 or newer without compatibility mode enabled.		
TECH	2.05 Client or browser interface runs on Windows 7 64-bit, Windows 8.1 64-bit, Windows 10 64-bit, and Windows Server		
TECH	2.06 Client or browser interface does not require any 3rd party add-ins (like Java), Active X controls, Silverlight, or any other installer besides Microsoft .NET version 4.0 or newer.		
TECH	2.07 Client software or browser interface must run seamlessly under a standard Windows user account without needing administrative or power user privileges.		
TECH	2.08 24/7 system availability		
TECH	2.09 Secure data transmission: No HTTP (except for HTTPS redirection). Only HTTPS using TLS encryption for all Web Based communications (Sheriff's Office has CA to create and issue certificates).		
TECH	2.10 Ability to leverage existing Windows Active Directory User Accounts and Groups instead of new application based user accounts and groups.		

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TECH	2.11	Ability of server to be a member of a different Active Directory Forest or Domain than the Active Directory Users accessing the application. (This is a multi-forest environment connected through two-way trusts).	
TECH	2.12	If server is going to be managed by the County, system will receive weekly Microsoft patches rated Critical or Security. Vendor must report any inconsistencies with new Microsoft patches within 5 days and provide appropriate security mitigation plan if patch cannot be applied.	
TECH	2.13	If server is going to be managed by the County, system must run as expected with Anti-virus software also loaded and functional. (Current AV is Symantec and Tread Micro).	
TECH	2.14	Any file shares used by application cannot require Full Control permissions for either users or processes. (Modify or less access is acceptable).	
TECH	2.15	Client or browser application must be fully functional without disabling standard security features like Data Execution Prevention (DEP) or Address Space Layout Randomization (ASLR).	
TECH	2.16	Transaction Logging Features for audit purposes which clearly shows what was changed, who made the change and when.	
TECH	2.17	Ability to add users in groups to minimize administration.	
TECH	2.18	Granular permissions to grant access and features to admins, power users, regular users, and read only-users.	
TECH	2.19	Client or browser inactivity timeout is configurable and not hard-coded.	
TECH	2.20	All updates, patches, and reports have been tested by vendor before being provided.	
TECH	2.21	Ability for users with proper permissions to change whether fields are mandatory or optional without vendor involvement.	
TECH	2.22	Please indicate if the server will require internet access for the proposed solution. If so, what services and ports will be	
TECH	2.23	The server shall deploy a Windows Server host based firewall. Please indicate if the vendor proposed solution will function properly with the firewall enabled and any additional ports should be opened for the application to function.	
Section 2: Vendor/internet/"Cloud"/SaaS hosted solutions			
Reference Number	Functional Requirements	Vendor Response Code	Comments
TECH	1.00	Client Software:	
TECH	1.01	F	The iCON system works optimally in Internet Explorer 11 or newer.
TECH	1.02	F	
TECH	1.03	F	
TECH	1.04	F	

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TECH	1.05	Secure data transmission: No HTTP (except for HTTPS redirection). Only HTTPS using TLS encryption for all Web Based communications.	F	
TECH	1.06	Client software or browser interface must run without being added to Trusted Sites or Intranet Zone or any other changes to default Internet Explorer advanced security settings.	F	
		System Requirements:	F	
TECH	2.00	24/7 system availability	F	
TECH	2.01	All system data can be recovered from backup copies within 4 hour in case of total system loss.	F	
TECH	2.02	Transaction Logging Features for audit purposes which clearly shows what was changed, who made the change and when.	F	
TECH	2.03	Ability to add users in groups to minimize administration.	F	
TECH	2.04	Granular permissions to grant access and features to admins, power users, regular users, and read only-users.	F	
TECH	2.05	Client or browser inactivity timeout is configurable and not hard-coded.	C	
TECH	2.06	System is fully functional as proposed without requiring unnecessary Personally Identifiable Information (PII) like employee addresses, social security numbers, driver license numbers, photos, etc.); employee information can be limited to name, rank, date of hire, employee number, supervisors name, date of promotion, and contact telephone number (if	F	
TECH	2.07	System provides way for County (Sheriff's Office) to export all data for offline backup/storage at the Sheriff's Office without vendor interaction.	F	
TECH	2.08	System can be accessed by Client software or Web Browser without requiring the use of Smart Phone.	F	
TECH	2.09	System can be accessed by using a Smart Phone App on iOS, Android, or Windows Phone (Please indicate what versions. Example iOS 9.2, ...)	F	The system is web browser-based. Any computer or mobile device (e.g., smart phone, tablet) equipped with Chrome, Internet Explorer, Safari, or Firefox browser will allow access to the ICON system.
TECH	2.10	System provides optional multi-factor authentication. (For example username/password and "out of band" SMS text code or user name/password and security questions, etc.)	C	
TECH	2.11	Preferred: Ability to reuse existing employee data by way of interface with existing systems, a bulk load by CSV, or other similar means to avoid double entry of new employee names.	F	
TECH	2.12	Preferred: Ability to leverage existing Windows Active Directory User Accounts and Groups instead of new application based user accounts and groups.	NA	
TECH	2.13	Preferred: Ability of server to be a member of a different Active Directory Forest or Domain than the Active Directory Users accessing the application. (This is a multi-forest environment connected through one-way trusts).	NA	
		Data Security and Retention Requirements:		
TECH	3.00	Vendor can provide a data breach notification plan.	F	
TECH	3.01	Vendor can provide, upon request within 7 days, current locations of data centers used to store system data.	F	
TECH	3.02	Vendor can ensure a background process is conducted on all individuals that have access to the data.	F	
TECH	3.03	Vendor can ensure that all data is securely wiped from all storage media at termination of contract.	F	

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TECH	3.04	Vendor can provide, upon request within 3 days, copies of audit logs showing when vendor personnel have accessed stored in system.	F	
TECH	3.05	Vendor can provide, upon request within 5 days, the list of all individuals whom have access to the data (this includes vendor and contractor staff).	F	
TECH	3.06	Vendor can ensure that all data (including all backup copies) are stored only on data centers within the United States.	F	Legacy's main data center is located in Cypress, CA. We also have a secondary data center in Las Vegas, NV for data redundancy/backup.
TECH	3.07	Vendor can encrypt "data at rest" on storage mediums used for system data.	F	All data are stored in Legacy's primary and secondary data centers and are never moved out of our network.