

CONTRACT SUPPLEMENT
RFP-37 Rev. 10/24/19
Prev. Rev. 4/11/19

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0027

Contract Award Date:

4 April 2019

Proposal Due Date:

15 June 2017

SUPPLEMENT DATE:

28 October 2019

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Wireless Inmate Tablets, Kiosks and Associated Infrastructure for Connecticut Correctional Facilities**

FOR: Department of Correction		TERM OF CONTRACT: 4 April 2019 through 3 April 2024	
		AGENCY REQUISITION NUMBER: 0000071933	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		No Change	No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **JPay Inc.**

Company Address: **10981 Marks Way, Miramar, FL 33025**

Contact Person: **Daniel Furrer / Gregory S. Levine**

Tel. No.: **(954) 862-6900**

Company/Contact Person Email Address: dfurrer@jpay.com or glevine@jpay.com

Company Web Site: **www.jpay.com**

Delivery: **As Requested**

Certification Type (SBE, MBE or None): **None**

Contract Value: **No Change**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **No**

PLEASE NOTE:

- **E-Books approved and authorized by the Connecticut Department of Corrections are now available at no cost to Inmates.**
- **Exhibit 4 – Product & Pricing Schedule, Item 4.g) and Item 7.f) E-Books pricing has been revised from \$0.99 Each to \$0.00 Each.**
- **All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED _____

SUSANNE HAWKINS

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACTOR NAME: JPay Inc.	
DELIVERY: As Required by Connecticut DOC	PROMPT PAYMENT TERMS: NET 45 DAYS

ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
1.)	<u>TABLETS:</u>				
1.a)	<u>TABLET HARDWARE (Tablet Loaner Program):</u>				
	JPay JP5S 7" Tablet - New Initial Tablet includes Earbuds, USB Cord & AC Adapter	Each	<u>\$0.00</u>		
	JPay JP5S 7" Tablet - Repair or Replaced by a Refurbished Tablet.	Each	<u>\$0.00</u>		
	<ul style="list-style-type: none"> Tablet Failure and/or Malfunction – No Charge to Inmate 	Each	<u>\$0.00</u>		
	JPay JP5S 7" Tablet Fee to Inmate for Tablet Replacement due to Intentional Tablet Destruction	Each	<u>New Tablet Fee \$104.99</u>	<u>10%</u>	<u>35%</u>
			<u>Refurbished Tablet Fee \$74.99</u>	<u>10%</u>	<u>35%</u>
2)	<u>TABLET HARDWARE ACCESSORIES / EQUIPMENT:</u>				
2.a)	Replacement Earbuds	Each	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
2.b)	Replacement USB Cord	Each	<u>\$3.99</u>	<u>10%</u>	<u>35%</u>
2.c)	Replacement AC Adapter	Each	<u>\$7.99</u>	<u>10%</u>	<u>35%</u>
2.d)	External Keyboard	Each	<u>\$18.99</u>	<u>10%</u>	<u>35%</u>
2.e)	High Definition Headphones	Each	<u>\$27.99</u>	<u>10%</u>	<u>35%</u>

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
3.)	<u>TABLET CONTENT & FUNCTIONALITY APPLICATIONS:</u>				
3.a)	Education	All	<u>\$0.00</u>		
3.b)	Programs and Treatment	All	<u>\$0.00</u>		
3.c)	Reentry	All	<u>\$0.00</u>		
3.d)	Life Skills	All	<u>\$0.00</u>		
3.e)	Work Readiness / Vocational	All	<u>\$0.00</u>		
3.f)	Law Library / Inmate Legal Assistance If Link it shall be provided by DOC via I-Frame	All	<u>\$0.00</u>		
3.g)	Religious	All	<u>\$0.00</u>		
3.h)	Inmate Orientation	All	<u>\$0.00</u>		
3.i)	Commissary	All	<u>\$0.00</u>		
3.j)	Internal Communications to DOC – JPay Stamp / No Charge	Each	<u>\$0.00</u>		
		All	<u>\$0.00</u>		
3.k)	Inmate Account Statements				
3.l)	Emails / External Communications Fee	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
3.m)	Printing of Document Fee <ul style="list-style-type: none"> • Print in Black & White - .25 cents per page • Print in Color - \$1.00 per page 	Per Page Per Page	<u>\$0.25 B&W</u> <u>\$1.00 Color</u>	<u>50%</u> <u>50%</u>	<u>50%</u> <u>50%</u>
3.n)	Tablet Entertainment / Recreation (Reference Items 4)	All	<u>Ref Item 4</u>		
3.o)	Telephone Communications all associated costs pursuant to DAS Contract #12PSX0098MA	Each	<u>According to the amount identified in DAS Contract #12PSX0098 MA</u>		

CONTRACTOR NAME:	JPay Inc.
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4.)	<u>TABLET ENTERTAINMENT & RECREATION OPTIONS:</u>				
4.a)	Songs	Each	<u>\$0.99 to \$1.99</u>	<u>30%</u>	<u>30%</u>
4.b)	Games (Includes 12 Free Preloaded Games)	Each	<u>\$0.00 to \$7.95</u>	<u>10%</u>	<u>35%</u>
4.c)	News Subscriptions	Per Month	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
4.d)	Movie Rentals – 48 Hours	Each	<u>\$0.00 - \$9.99</u>	<u>10%</u>	<u>10%</u>
4.e)	eCards	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
4.f)	Audiobooks if available shall be authorized by DOC	Each	<u>\$0.99 to \$19.99</u>	<u>10%</u>	<u>10%</u>
4.g)	E-Books (includes up to 50 Free Pre-Loaded E-Books) E-Books are to be available in English and Spanish.	Each	<u>\$0.00</u>		
5.)	<u>KIOSKS:</u>				
5.a)	<u>KIOSKS HARDWARE:</u> JPay Inmate Kiosk	Each	<u>\$0.00</u>		
6.)	<u>KIOSKS CONTENT AND FUNCTIONALITY APPLICATIONS:</u>				
6.a)	Education including KA Lite Videos	All	<u>\$0.00</u>		
6.b)	Programs and Treatment per DOC Content	All	<u>\$0.00</u>		
6.c)	Reentry	All	<u>\$0.00</u>		
6.d)	Life Skills	All	<u>\$0.00</u>		
6.e)	Work Readiness / Vocational	All	<u>\$0.00</u>		

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
6.f)	Law Library / Inmate Legal Assistance If Link, it shall be provided by DOC via I-Frame	All	<u>\$0.00</u>		
6.g)	Religious	All	<u>\$0.00</u>		
6.h)	Inmate Orientation	All	<u>\$0.00</u>		
6.i)	Commissary	All	<u>\$0.00</u>		
6.j)	Internal Communications to DOC – JPay Stamp / No Fee	All	<u>\$0.00</u>		
6.k)	Inmate Account Statements	All	<u>\$0.00</u>		
6.l)	Emails / External Communications Fee	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
6.m)	Kiosks Entertainment / Recreation (Reference Item 7)	All	<u>Ref Item 7</u>		
7.)	<u>KIOSKS OPTIONS:</u>				
7.a)	Songs	Each	<u>\$0.99 to \$1.99</u>	<u>30%</u>	<u>30%</u>
7.b)	Games (Includes 12 Free Preloaded Games)	Each	<u>\$0.00 to \$7.95</u>	<u>10%</u>	<u>35%</u>
7.c)	News Subscriptions	Per Month	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
7.d)	eCards	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
7.e)	Audiobooks	Each	<u>\$0.99 to \$19.99</u>	<u>10%</u>	<u>10%</u>
7.f)	E-Books (includes up to 50 Free Pre-Loaded E-Books) E-Books available in English and Spanish.	Each	<u>\$0.00</u>		
7.g)	30 Second Video-gram available on Kiosks Only Contractor monitored 30 second video clips that must adhere to DOC requirements.	Each	<u>\$2.00</u>	<u>10%</u>	<u>35%</u>

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

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7.h)	30 Second Video-gram Downloaded to Tablet	Each	<u>\$1.80</u>	<u>10%</u>	<u>35%</u>
7.i)	<p>Telephone Communications all associated costs pursuant to DAS Contract #12PSX0098MA</p> <p>The Contractor shall not raise any of the prices that are set forth in Exhibit 4 at any time in order to cover or recoup the State's revenue share.</p>	Each	<u>According to the amount identified in DAS Contract #12PSX0098 MA</u>		

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.: 17PSX0027
Contract Award Date: 4 April 2019
Proposal Due Date: 15 June 2017
SUPPLEMENT DATE: 11 September 2019

CONTRACT AWARD SUPPLEMENT #1
IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Wireless Inmate Tablets, Kiosks and Associated Infrastructure for Connecticut Correctional Facilities**

FOR: Department of Correction		TERM OF CONTRACT: Original Contract Term: 4 April 2019 through 3 April 2024	
		AGENCY REQUISITION NUMBER: 0000071933	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		No Change	No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **JPay Inc.**

Company Address: **10981 Marks Way, Miramar, FL 33025**

Contact Person: **Daniel Furrer / Gregory S. Levine**

Tel. No.: **(954) 862-6900**

Company/Contact Person Email Address: dfurrer@jpay.com or glevine@jpay.com

Company Web Site: www.jpay.com

Delivery: **As Requested**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$ 3,500,000.00 Estimated**

Prompt Payment Terms: **0% 00 Net 45**

No Cost Contract to the State of Connecticut

Agrees to Supply Political SubDivisions: **No**

PLEASE NOTE:

- This supplement has been issued for DAS and the Contractor to amend this Agreement.
- Contract Award Supplement #1 First Amendment Agreement reflects revisions made to Exhibit #2 - Deliverables Document and Exhibit 3 - Deliverables Implementation Schedule.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

SUSANNE HAWKINS
Contract Specialist
(Original Signature on Document in Procurement Files)

FIRST AMENDMENT AGREEMENT
TO
AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
JPAY INC.
FOR
WIRELESS INMATE TABLETS, KIOSKS AND ASSOCIATED INFRASTRUCTURE
FOR CONNECTICUT CORRECTIONAL FACILITIES

This First Amendment Agreement (the "Amendment") is made between the JPay Inc. (the "Contractor") and the State of Connecticut, Department of Administrative Services ("DAS") in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, DAS and the Contractor entered into an agreement dated 4 April 2019 for Wireless Inmate Tablets, Kiosks And Associated Infrastructure For Connecticut Correctional Facilities (the "Agreement"); and

WHEREAS, DAS and the Contractor desire to modify certain provisions in Exhibit 2 and to add a new Exhibit 3 to the Agreement.

NOW, THEREFORE, the State and Contractor agree to amend the Agreement as follows:

1. Exhibit 2, Section 2 a) is deleted in its entirety and the following is substituted in its place:

a) The Contractor shall not provide or distribute any Tablet to any Inmate, or allow any Inmate to have any functional access to any Kiosk unless the Contractor has first secured an electronically signed user agreement to the Terms which the Contractor will provide with the Department's prior written approval. Every electronic user agreement shall contain the following language:

"Inmate use of any Tablet(s), Kiosk(s) or both is subject to monitoring, interception, review, disclosure, and/or recording and is not protected by attorney-client privilege or any other privacy interest, including, but not limited to, state and federal medical privacy laws. This includes all email, correspondence, communications and video visits. Inmates have no ownership interest in any content on their Tablet or Kiosk accounts, or both."

2. Exhibit 2, Section 2 h) is deleted in its entirety and the following is substituted in its place:

h) All data wiring required for the Inmate Tablet and Kiosk system shall be installed at the Contractor's expense and must meet all applicable industry standards, electrical codes and the Department requirements. Contractor may, with the Department's permission, utilize existing conduit as it is available.

3. Exhibit 2, Section 2 t) is deleted in its entirety and the following is substituted in its place:

t) The number of printers that the Contractor must deliver to each Department facility is directly proportional to the inmate population in that particular Department facility. A single printer must be dedicated to serve no more than 75 inmates at any Department facility. Accordingly, the Contractor shall supply one printer for every segment of 75 inmates, or portion thereof, located at each facility,

in each housing unit, all at no cost to the Department. For illustrative purposes only, if a facility housing unit has 180 inmates, the Contractor shall deliver 3 printers to that facility housing unit. Six months after activation of the Tablets and Kiosks, the Contractor shall install the printers at such locations as the Department designates, and, on such dates and times as the Department and the Contractor agree upon.

4. Exhibit 2, Section 2 v) is deleted in its entirety and the following is substituted in its place:

v) Contractor shall provide the following Tablet and Kiosk functionality, but only to the degree in each case as the Department permits:

- a. access and view Department notices and directives
- b. access Department meal menus
- c. access the Department published inmate handbook
- d. access Department calendar of events
- e. check end of sentence date (EOS)
- f. check court dates
- g. file grievances
- h. send Department internal communications
- i. access Inmate Department job opportunities
- j. ability for Inmate to add/remove visitors on visitor list
- k. ability for Inmate to check time sheets
- l. ability to check and review Inmate property inventory

Availability to all of the products (Section 2v, a through l above) depends on the Department providing access to or documentation of required information.

5. Exhibit 2, Section 2 w) is deleted in its entirety and the following is substituted in its place:

w) Contractor shall provide the following Tablet and Kiosk functionality within one year of the Effective Date:

- a. Inmate ability to communicate and schedule appointments with Department providers (counseling, health and religious services) on electronic calendar.
- b. Inmate ability to access commissary, telephone and account statements.
- c. Inmate ability to place commissary orders and to review current and past orders.
- d. Inmate ability to review account transaction history.
- e. Inmate access to review PLRA balances.
- f. Inmate ability to submit course work.

Availability to all of the products (Section 2w, a through f above) depends on the Department providing access to or documentation of required information.

6. Exhibit 2, Section 3 j) is deleted in its entirety and the following is substituted in its place:

j) All content shall be available to be viewed via the Facility System, including any content that may be considered to be attorney-client communications.

7. Exhibit 2, Section 4 i) is deleted in its entirety and the following is substituted in its place:

i) The Contractor shall allow the Department to develop, acquire, or both, third party content or APP's not included in the initial installation usually at no cost to the Department. However, in some instances third party content or APP's that are required by the Department may have costs associated with them. In those instances, the Contractor shall provide those costs to the Department and the Department will need to approve and authorize those costs in writing to the Contractor on a case by case basis.

8. Exhibit 2, Section 5 g) is deleted in its entirety and the following is substituted in its place:

g) Tablet assigned to the Inmate must be registered on the Offender Management Information System (OMIS) or Department equivalent system to indicate the Tablet is in the Inmate's possession.

9. Exhibit 2, Section 5 h) is deleted in its entirety and the following is substituted in its place:

h) Contractor shall integrate with the Department's OMIS or Department equivalent system to ensure inmate property inventory records are updated and accurate at all times.

10. Exhibit 2, Section 5 i) is deleted in its entirety and the following is substituted in its place:

i) Contractor will provide Tablet owner information in .csv or other Department agreed formats in order to upload property information file to OMIS or Department equivalent system. Contractor's Facility System will also allow Department specified users to view owner information.

11. Exhibit 2, Section 5 l) is deleted in its entirety and the following is substituted in its place:

l) Tablets shall use only 5GHz frequencies range and may use any or all of the 16 UNII-2- ext (also known in the industry as UNII-2A and UNII-2C) DFS (Dynamic Frequency Selection) Channels, numbers 100-144.

- a. The Contractor shall deploy the JP5 2.4 GHz Tablets upon initial implementation and utilize 2.4 GHz frequency until the JP6 or equivalent 5 GHz Tablets are available.
- b. The Contractor shall enable Wi-Fi on the JP5 2.4 GHz Tablets and will work with the Department to determine which channels will be available for use.
- c. The Contractor shall work with the Department to transition from the JP5 2.4 GHz Tablets to the JP6 or equivalent 5 GHz Tablets.
- d. The Contractor shall be responsible for all costs associated with transitioning from the JP5 2.4 GHz Tablets to the JP6 or equivalent 5 GHz Tablets.
- e. The Contractor shall complete the Tablet transition from the JP5 2.4 GHz Tablets to the JP6 or equivalent 5 GHz Tablets for all Department facilities by July 1, 2020.

12. Exhibit 2, Section 6 h) is deleted in its entirety and the following is substituted in its place:

h) Shall have the ability for Inmates to access and read Department authorized and approved books via Contractor's online library, downloaded content (E-books or Audio Books).

13. Exhibit 2, Section 7 b) is deleted in its entirety and the following is substituted in its place:

b) Shall be installed in each housing unit in each Department facility. The Contractor shall supply one Kiosk for every segment of 75 inmates, or portion thereof, located in each housing unit in each Department facility, all at

no cost to the Department. For illustrative purposes only, if a facility housing unit has 180 inmates, the Contractor shall install 3 Kiosks to that facility housing unit.

14. Exhibit 2, Section 10 b) a. is deleted in its entirety and the following is substituted in its place:

a. The Offender Management System (OMIS) or Department equivalent system

15. The following is added as a new Section 3 to Exhibit 3:

3. Tablet Implementation Plan

- a) The Contractor shall deploy the JP5 2.4 GHz Tablets in accordance with the Deliverables Implementation Schedule accepted by the Department upon facility activation and roll out.
- b) The Contractor shall enable Wi-Fi on the JP5 2.4 GHz Tablets and only utilize the JP5 2.4 GHz Tablets during the initial set-up period.
- c) The Contractor shall swap out the JP5 2.4 GHz Tablets and rollout the JP6 or equivalent 5 GHz Tablets to the Department facilities from April 1, 2020 through June 30, 2020, as authorized by the Department.
- d) The Contractor shall, at its sole cost and expense, replace the JP5 2.4 GHz Tablets with the JP6 or equivalent 5GHz Tablets.
- e) The Contractor shall ensure that all of the hardware installed in the facilities will be 5 GHz compatible.
- f) Starting on December 2, 2019 and continuing from and on the first Monday of every succeeding month, the Contractor shall provide the Department with a monthly report tracking when the replacement JP6 or equivalent 5 GHz Tablets will be available from the manufacturer.
- g) Starting on April 6, 2020 and continuing on the first Monday of every succeeding month, the Contractor shall provide the Department with a monthly status report on the replacement of the JP5 2.4 GHz Tablets with the JP6 or equivalent 5 GHz Tablets, until all replacements are completed.
- h) If the Contractor fails to complete the roll out of the JP6 or equivalent 5 GHz compatible Tablets on or before June 30, 2020, then the Contractor shall increase all revenue sharing percentages, as identified in Exhibit 4 – Product & Pricing Schedule, by 5% as of July 1, 2020 and continue until such time as all of the Tablet upgrades are completed to the Department's satisfaction.

16. All other terms and conditions not otherwise affected by this Amendment remain in full force and effect.

The parties are executing this Amendment on the date below their respective signatures.

JPAY INC.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Robert E. Pickens
Print or Type Name

Name: Susanne Hawkins

Title: Chief Executive Officer & President

Title: Contract Specialist

Date: _____

Date: _____

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Susanne Hawkins
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		AGENCY REQUISITION NUMBER: 0000071933	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$3,500,000.00 Estimate Revenue Sharing	\$3,500,000.00 Estimate Revenue Sharing

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Company Name: **JPay Inc.**

Company Address: **10981 Marks Way, Miramar, FL 33025**

Tel. No.: **(954)-862-6900**

Contact Person: **Daniel Furrer / Gregory S. Levine**

Contact Person Address: **Same As Above**

Company E-mail Address and/or Company Web Site: **dfurrer@jpay.com glevine@jpay.com or www.jpays.com**

Remittance Address: **Same As Above**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$3,500,000.00 Estimated**

No Cost Contract to the State of Connecticut

Agrees to Supply Political SubDivisions: **No**

APPROVED _____

CAROL WILSON

Procurement Director

(Original Signature on Document in Procurement Files)

**INFORMATION PROCESSING SYSTEMS CONTRACT
CONTRACT #17PSX0027**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

JPAY INC.

**WIRELESS INMATE TABLET/KIOSKS AND ASSOCIATED
INFRASTRUCTURE FOR CORRECTIONAL FACILITIES**

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EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS

EXHIBIT 2 – DELIVERABLES DOCUMENT

EXHIBIT 3 – DELIVERABLES IMPLEMENTATION SCHEDULE

EXHIBIT 4 – PRODUCT & PRICING SCHEDULE

EXHIBIT 5 – SERVICE LEVEL AGREEMENT

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and JPay Inc. (“Contractor”), having its principal place of business at **10981 Marks Way, Miramar, FL 33025**.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

1. TERM OF CONTRACT

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below, and shall continue uninterrupted for five (5) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences:

(1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit 4, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit 2 to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Deliverables Implementation Schedule:** Exhibit 3 to this Contract - Document which itemizes the timing requirements, including phases, and Department signoffs, as applicable or appropriate, for specific Deliverables and/or Services to be provided pursuant to the Contract.
- l) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.
- m) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 4, or both.
- n) **Hosting Environment:** Collectively the platform, environment, and conditions on, in, or under which the System software is intended to be installed and operate, as set forth in this Contract and the Contract Exhibits, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.
- o) **Hosted Services:** The provision, management, operation, support, warranty and maintenance of the System Software within the Contractor's setting or location.

- p) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- q) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- r) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.
- s) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- t) **POP (Primary Operation Period):** The days and hours of normal system operations and availability, which is to be to be 24 hours per day, 7 days per week.
- u) **Product & Pricing Schedule:** Exhibit 4 to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- v) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- w) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- x) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor or Contractor Parties in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, accounting records, policies and procedures, any files relating to subcontractors, all paid vouchers including those for out-of-pocket expenses, any reimbursement supported by invoices, ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs and supporting documentation, insurance documents, kept or stored in any form.
- y) **Services:** The Performance of labor or work set forth in Exhibit 2 or in the Statement of Work, whichever is applicable.
- z) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- aa) **Solicitation:** Request for Proposal entitled Wireless Inmate Tablets and Kiosks and infrastructure for Connecticut Correctional Facilities dated May 10, 2017.
- bb) **Software:** The software owned or licensed by Contractor utilized in the Performance of this Contract and implemented in the State as specified in this Contract and the Contract Exhibits. Software shall also

include any Upgrades, Updates, Improvements, new releases, new versions, and any customizations and or configurations made by or for the State pursuant to this Contract and the Contract Exhibits.

- cc) **Source Code:** The Licensed Software, including all corresponding programmer's comments, data files and structures, headers, files, macros, annotations, and documentation.
- dd) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- ee) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- ff) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- gg) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- hh) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ii) **Termination:** An end to this Contract prior to the end of its Term.
- jj) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- kk) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- ll) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- mm) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order,

unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.

c) Contractor may supplement Exhibits 2 and 4 at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 2 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 4 shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.

e) From the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 4 effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) the software license or Deliverable maintenance or service rate is at no cost to the State throughout the term of the Contract following acceptance of a Deliverable.

f) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on Exhibit 4.

g) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

h) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

i) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department

shall notify Contractor of Department's desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change. Initial Key Contractor Personnel are as follows: Gregory S. Levine.

5. CHANGE ORDERS

- a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall perform the changes at no additional cost to the Department.
- d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

- a) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables.
- b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.
- c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing for each Deliverable begins as of the date the Department notifies the Contractor in writing that the Deliverable provided for UAT has been successfully installed in the

Department's development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

- 1) The Department shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.
 - 3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Department to Contractor.
- b) Upon Acceptance of each of the Deliverables required under Exhibit 2, the Department shall perform UAT on the System prior for Acceptance prior to implementing the System in the Department's production environment. If UAT for the System is successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance the System, and the date of such notice will be the Acceptance Date for the System.
- c) If requested by Contractor, Department shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. REVENUE SHARING

1. The Contractor shall forward revenue sharing percentages in accordance with Exhibit 4 and Exhibit 2 requirements.
 2. The Contractor shall forward revenue generated as a result of telephone communications to DAS and as pursuant to Contract #12PSX0098MA.
- a) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

9. RESERVED

10. RESERVED

11. SYSTEM RELIABILITY

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the requirements of this Contract and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System (exclusive of scheduled and routine maintenance) during any calendar month is ninety percent (90.000%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use. EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime per-Month was 72.00 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 72.00)}{720} = 90.0\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof, reasonably acceptable to the Department by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

1. Any nonproductive System use time caused by the Department or the Department's authorized third party and not related to a deficiency in the System.
2. Any time during which the Department fails to make the System available for Contractor's remedial service.
3. Any downtime investigated by Contractor which is then determined by the Contractor and the Department to be a non-downtime instance following such investigation.

12. SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Contract and the Specifications, and be free from defects in material and workmanship upon the Acceptance Date of the System by the Department and for a minimum period through the Warranty Period.

- b) Additionally, during the Warranty Period for the System, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11.
- c) If the ongoing Performance of Contractor’s maintenance and support of the System or the performance of the System do not conform to Section 11, DAS or the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period, unless otherwise permitted by the Department, to correct the applicable deficiency and restore the functioning of the System to a level of operation that meets the requirements of this Contract.
- d) In the event of a material default by the Contractor under the subsection above, in addition to any other rights or remedies provided in this Contract, DAS may, by written notice to Contractor, terminate this Contract. In event of such termination, if the material default is such that the System cannot conform to the requirements of Section 11, the Contractor shall reimburse the Department all monies paid by Department to Contractor in connection with Exhibit 2 or Statement of Work, whichever is applicable.

13. OTHER WARRANTIES

- a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that a Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 11. This latter warranty shall not apply to any Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.
- b) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable and the System consequently fails to conform to the Section 11 provisions of this Contract, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies.
- c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Contract.

14. RESERVED

15. CONFIDENTIALITY; NONDISCLOSURE

- a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State’s use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention

of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may not be stored, hosted or otherwise maintained outside of the United States.

16. PROTECTION OF CONFIDENTIAL INFORMATION

a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in

accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. RESERVED

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$3,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$3,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

b) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

c) Throughout the Term, Contractor and Contractor Parties shall maintain, at Contractor and Contractor Parties' sole cost and expense, an Information Security and Privacy Insurance policy with limits not less than \$3,000,000.00 per occurrence or claim, \$3,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor and Contractor Parties in the Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not

limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to “claims made” basis.

19. DELIVERABLE ALTERATIONS

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Department only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the Department.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. ANTITRUST

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

22. GENERAL PROVISIONS

a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

c) The failure at any time by either party to this Contract to require performance by the other party of any

provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.

i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: Connecticut Department of Administrative Services
Attn: Susanne Hawkins, Contract Specialist
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Contractor: JPay Inc.
Attn: Gregory Levine, Executive VP of Sales and Development
10981 Marks Way
Miramar, FL 33025

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. RESERVED

25. WHISTLEBLOWER PROVISION

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be

deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

27. FORUM AND CHOICE OF LAW

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

- b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.
- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).
- d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.
- e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

- a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after

the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal

Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;
- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of Conn. Gen. Stat. § 1-210(a). With regard to any public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in

Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

39. GENERAL ASSEMBLY ACCESS TO RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

40. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities,

equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and “Public Records,” as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS’s business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS’s business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those

Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS’s business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

41. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in Section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the

State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

42. INDEMNIFICATION

- a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- f) If an inmate brings a Claim directly or indirectly in connection with a tablet or kiosk and the State deems it appropriate or necessary to respond to that Claim, the Contractor shall do all Acts and things to fully provide such support to the State as the State's attorneys and other professionals deem it to be appropriate or necessary to respond to that Claim. Support to these professionals includes, but is not be limited to, providing, drafting, reviewing and creating any one or more of the following, as applicable considering the Performance: (i) documents, plans, estimates, books, computations, drawings, notes, reports, records and

correspondence; (ii) expert and factual testimony concerning all aspects of the Contract; (iii) analyses of “Architecture,” “Information Systems” and “Telecommunication Systems,” as those capitalized terms are defined in Conn. Gen. Stat. Sec. 4d-1; (iv) what is commonly known as “litigation support” related to Claims; (v) the latest computer information forensics techniques to analyze, inventory and assess the condition of Architecture, Information Systems and Telecommunication Systems relevant to mainframe applications functionality and distributed applications functionality; (vi) software engineering; and (vii) performance engineering. The timing and scope of the particulars of such support will be determined by the professionals requiring the assistance. The Contractor must provide an hourly time and materials rate for the performance of the support.

g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

44. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. For the purpose of any audit pursuant to this Contract, the Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit 1.

47. EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any

manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual

orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Department is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Department agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions:
 - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Department.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or

(D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.

(15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

(A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and

(B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

(16) Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised.

Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
- (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction

of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

50. OWNERSHIP OF DATA

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

- b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.
- c) At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
- d) The Contractor’s failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, “Perform” shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department’s sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

51. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

52. WORKERS' COMPENSATION

The Contractor shall maintain Worker’s Compensation and Employer’s Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer’s Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

53. ENTIRETY OF CONTRACT

This Contract includes the SIGNATURE PAGE OF CONTRACT. To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive

statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

JPay Inc.

STATE OF CONNECTICUT,

BY: _____

BY: _____

NAME: Robert E. Pickens

NAME: Carol Wilson

TITLE: Chief Executive Officer & President

TITLE: Procurement Director

Duly Authorized

Department of Administrative Services

Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

BY: _____

JOSEPH RUBIN

ITS ASSISTANT DEPUTY ATTORNEY GENERAL

DATE: _____



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT 2

DELIVERABLES DOCUMENT AND ADDITIONAL TERMS AND CONDITIONS

Definitions:

Associated Infrastructure: All equipment, wiring and software needed to operate the secure wireless network and inmate Tablet and Kiosks system.

Business Days: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays on which banks in Connecticut are closed.

Commissary: A store within the correctional facility, from which inmates may purchase a variety of products. The Contractor shall supply and maintain the Department with tablet hardware accessory inventory for resale to the inmate population through the Department Commissary.

Content: Content refers to static text materials (i.e., e-books, pdfs, etc.) and/or downloadable music, as well as curriculum, third party content and applications. Content may be customized for each correctional housing facility or group and the Department shall pre-approve all material loaded/available for access through the Tablet and/or Kiosk.

Correctional Facility/Facility: An institution of the Connecticut Department of Correction, including all correctional institutions, correctional centers and residential community service programs.

Facility System: A control center established by the Contractor that allows the Department Security Division the capability to remotely monitor Inmates use in real-time.

Kiosk: A durable housing containing computer terminal and a touchscreen color display that provides computer related/aided services and information.

PLRA: Prison Litigation Reform Act.

PREA: Prison Rape Elimination Act.

Ruggedized: designed or improved to be hard-wearing or shock resistant, to strengthen for better resistance to wear, stress, and abuse.

Tablet: A flat mobile computer with a touchscreen color display, processing circuitry and a rechargeable battery in a single device.

- The touchscreen display may activate via/recognized either finger or stylus.
- The device may come equipped with sensors, including an accelerometer.

EXHIBIT 2

DELIVERABLES DOCUMENT AND ADDITIONAL TERMS AND CONDITIONS

1. Scope

- a. Contractor shall own and provide the use of Tablets and Kiosks to such Inmates as the Department identifies at no cost to the Department or the Inmates.
- b. The Services to be provided are set forth in Exhibit 4.
- c. Tablets and Kiosk may allow selected inmates to communicate with friends and family via "Inmate email" and/or video gram, e-cards and media services (movies) via download and/or stream, as well as music, books, movies, games and news subscriptions for a fee. The Contractor shall not provide such functionality to any Inmate without the Department's prior written consent, which consent the Department may give by means of a list of Inmate names. The Department may amend this list at any time in its discretion.

2. Tablet and Kiosk General Requirements

- a) The Contractor shall not provide or distribute any Tablet to any Inmate, or allow any Inmate to have any functional access to any Kiosk unless the Contractor shall have first secured a signed user agreement from that Inmate that contains the following language:
"Inmate use of any Tablet(s), Kiosk(s) or both is subject to monitoring, interception, review, disclosure, and/or recording and is not protected by attorney-client privilege or any other privacy interest, including, but not limited to, state and federal medical privacy laws. This includes all email, correspondence, communications and video visits. Inmates have no ownership interest in any content on their Tablet or Kiosk accounts, or both."
- b) Contractor shall repair and/or replace any broken or damaged Tablets and Kiosks as directed and authorized by the Department.
- c) Contractor shall invoice the Department for the replacement cost of any Tablet or Kiosk as to which the Department and the Contractor mutually determine was intentionally damaged or destroyed by an Inmate.
- d) The network to support the Tablets and Kiosks shall operate on a separate independent network from the Department's network.
- e) Contractor shall maintain a documented list of IP address to devices/users in the system over history.
- f) The Contractor shall provide the Department with the capability to run usage reports for any customized time period.
- g) Dedicated power circuits to support the Tablet and Kiosk network equipment will be provided by the Department.
- h) All data wiring required for the Inmate Tablet and Kiosk system shall be installed at the Contractor's expense and must meet all applicable industry standards, electrical codes and the Department requirements.
- i) Contractor shall supply all necessary equipment, services, and network cabling at no

EXHIBIT 2

DELIVERABLES DOCUMENT AND ADDITIONAL TERMS AND CONDITIONS

- cost to the Department. All network cabling will become the property of the Department upon contract termination.
- j) Contractor shall maintain the system network that the Tablets and Kiosks operate on.
 - k) The Contractor shall maintain any and all system software, licensing, maintenance and licensing renewals up to date and current.
 - l) The Contractor shall grant the State permission for use of any and all licenses.
 - m) Contractor shall store all Tablet and Kiosk content on the cloud.
 - n) Contractor's wireless network cannot interfere with current or future the Department wireless networks.
 - o) Contractor equipment cabinets supporting the Inmate Tablet and Kiosk network system must be kept separate from any other network equipment cabinets. The Department shall have access to the Contractors cabinets at all times.
 - p) No Department data shall reside on any of Contractor's system or equipment.
 - q) The Department shall transmit an active supervised population data file to the Contractor daily through a secure FTP process. The Contractor shall store the information from the active supervised population data file on a protected server.
 - r) The Contractor shall allow the Department to add and delete items, update pricing, promote items, and publish nutritional information regarding commissary food items and post commissary ordering policies and product warranties via the Tablet and Kiosk.
 - s) Contractor shall allow for Department developed, authorized and approved print, audio or video content to be available to the Inmates via the Tablet or Kiosk
 - t) The number of printers that the Contractor must deliver to each Department facility is directly proportional to the inmate population in that particular Department facility. A single printer must be dedicated to serve no more than 75 inmates at any Department facility. Accordingly, the Contractor shall supply one printer for every segment of 75 inmates, or portion thereof, located at each facility, all at no cost to the Department. For illustrative purposes only, if a facility has 180 inmates, the Contractor shall deliver 3 printers to that facility.
 - u) Printers must be secured and tamperproof and available for use by the Inmates to print materials for a fee.
 - v) Contractor shall provide the following Tablet and Kiosk functionality, but only to the degree in each case as the Department permits:
 - a. access and view Department notices and directives
 - b. access Department meal menus
 - c. access the Department published inmate handbook
 - d. access Department calendar of events
 - e. check end of sentence date (EOS)
 - f. check court dates
 - g. file grievances
 - h. send Department internal communications
 - i. access Inmate Department job opportunities

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DELIVERABLES DOCUMENT AND ADDITIONAL TERMS AND CONDITIONS

- j. ability for Inmate to add/remove visitors on visitor list
 - k. ability for Inmate to check time sheets
 - l. ability to check and review Inmate property inventory
- w) Contractor shall provide the following Tablet and Kiosk functionality within one year of the Contract effective date:
- a. Inmate ability to communicate and schedule appointments with Department providers (counseling, health and religious services) on electronic calendar.
 - b. Inmate ability to access commissary, telephone and account statements.
 - c. Inmate ability to place commissary orders and to review current and past orders.
 - d. Inmate ability to review account transaction history.
 - e. Inmate access to review PLRA balances.
 - f. Inmate ability to submit course work.
- x) If Contractor fails to provide the required Tablet and Kiosk functionality within one year of the Contract effective date:
- a. The damages that are to be expected as a result of Contractor's failure to provide the Tablet and Kiosk functionality within one year of the Effective Date, as set forth in Section 2(u) of this Exhibit 2, are uncertain in amount or very difficult to prove. Accordingly, the Parties do intend and now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. For failure to provide such functionality timely, the Contractor shall pay to the Department liquidated damages in the amount of \$5,000. This amount will become due and owing on the 366th day immediately following the Effective Date and the Contractor shall pay them no later than 15 days after receiving an invoice from the Department.
 - b. If the Contractor fails to provide such functionality for the continuous sixty calendar days that immediately follow the 366th day referenced in the prior subsection (a), then, in addition to the amount of liquidated damages in that subsection (a), and not by way of limitation but as an additional cumulative remedy, beginning on and continuing to accrue from the 426th day (366 days plus 60 days) immediately following the Effective Date the Contractor shall pay to the Department liquidated damages in the amount of \$500 per calendar day up until and including the earliest of the following days (i) the 730th calendar day immediately following the Effective Date, (ii) the day that the Contractor provides all of the required functionality in accordance with the terms of the Contract or (iii) the day that the Department notifies the Contractor in writing that the State will seek other available remedies, including but not limited to terminating the Contract in accordance with its terms. The amounts under this subsection (b) will become due and owing as they accrue, however, the Contractor shall pay them no later than 15 days after receiving an invoice from the Department.
 - c. The Contractor shall not raise or attempt to raise any of the prices that are set forth

EXHIBIT 2

DELIVERABLES DOCUMENT AND ADDITIONAL TERMS AND CONDITIONS

in Exhibit 4 at any time in order to cover or to recoup any liquidated damages that become due and owing.

3. Tablet and Kiosk Network Security Requirements

- a) The Contractor shall ensure that the following message will always appear on the background screen of all Tablets and Kiosks in an easily readable font and color:
“Use of this device may be monitored, intercepted, reviewed, disclosed, and/or recorded at any time.”
- b) Contractor network must be designated for use in a correctional environment and must have multi layered network security.
- c) Contractor shall provide a secure operating system that is built specifically for use by inmates in correctional environments.
- d) All aspects of the operating system must be locked with no ability for inmates to access settings other than brightness and volume.
- e) There shall be no default factory reset or “safe boot” functionality.
- f) Contractor shall be able to “lock down” the System websites and to block third party content and external links as directed by the Department.
- g) All aspects of the wireless network must be controlled by the Contractor and only Contractor supplied Tablets and Kiosks can operate on the Contractor network.
- h) The Contractor’s System must be able to detect and locate unauthorized devices attempting to access the network, identify any unauthorized access and identify “rogue” Wi-Fi networks. Contractor shall notify the Department immediately after any unauthorized access, or attempt at access, is detected.
- i) The Contractor shall establish a Facility System for the Department to remotely monitor and review use by Inmates.
- j) All content shall be available to be viewed via the Facility System, except privileged attorney-client communications.
- k) All incoming and outgoing information from the Tablet and Kiosk must be monitored, recorded and be available for review by the Department.
- l) Recorded communications must be kept for an indefinite period of time and destruction of recorded communications must comply with the Department’s retention policies and Contractor must receive prior written approval from the Department prior to destruction.
- m) Antivirus and security software and systems patching must be applied, verified and implemented by the Contractor as updates become available.
- n) The Contractor must notify the Department when antivirus, security software and systems patching has occurred and must provide the Department the reason for the patching.
- o) Contractor shall keep antivirus and security software and systems current and updated

EXHIBIT 2

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regularly.

- p) Contractor shall notify and schedule all updates with the Department and must provide the Department the reason for the update.
- q) FIPS 140-2 standard for hardware, software and firmware must be used.

4. Department Tablet and Kiosk Content and Applications (APP's) Requirements

- a) The Department may develop its own content and applications for Inmate use on the Tablets and Kiosks.
- b) Contractor shall permit and facilitate any content and application installation, update or removal of any Department developed applications on the Inmate Tablets and Kiosks at no cost to the Department.
- c) At all times the Department shall have and retain all ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) of and to any content or APP's it develops.
- d) Contractor shall not use Department developed content or applications in any fashion without prior written authorization from the Department.
- e) The Contractor shall work with the Department on the acquisition and installation of any third party content or APP's that the Department is interested in to be used on the Tablets or Kiosks.
- f) Some third party content and/or APP's may have a cost associated with them. The Department and the Contractor will address those issues on a case by case and/or on a cost revenue basis, however, the Contractor shall provide the third party content and applications at no cost to the Department.
- g) Contractor shall obtain written authorization and approval from the Department prior to installation of any content or APP's.
- h) Contractor shall obtain written authorization and approval from the Department prior to installation of any third party content or APP's.
- i) The Contractor shall work with the Department to provide and allow for the development and/or acquisition of third party content or APP's not included in the initial installation at no cost to the Department.

5. Tablet Requirements

- a) Contractor shall not sell Tablets directly to Inmates.
- b) Tablets must be individually registered to the inmate.
- c) Tablets must require authentication by the registered user to operate.
- d) Tablets must have an external tamper resistant indicator identifying the registered user.
- e) Tablets must be built for use by Inmates in a correctional environment and must be ruggedized, shatter resistant and tamperproof to withstand use within a correctional environment.

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- f) The Tablet SSID (Service Set Identifier) must be hidden from view from the Inmate. No Inmate may have the capability either to log on to or use a Tablet other than their own registered Tablet.
- g) Tablet assigned to the Inmate must be registered on the Offender Management Information System (OMIS) to indicate the Tablet is in the Inmate's possession.
- h) Contractor shall integrate with the Department's OMIS to ensure inmate property inventory records are updated and accurate at all times.
- i) Contractor will provide tablet owner information in .csv or other Department agreed formats in order to upload property information file to OMIS. Contractor's Facility System will also allow Department specified users to view owner information.
- j) Contractor shall maintain for the Department a documented list of IP addresses history to devices/users in the system that will allow the Department to run usage reports for any period of time.
- k) Tablets must have on board storage capacity that is limited to accommodating the Contractor's operating software in order for the Tablet to interact with the Contractor's cloud storage system.
- l) Tablets shall use only 5GHz frequencies range and may use any or all of the 16 UNII-2-ext (also described as UNII-2A and UNII-2C) DFS (Dynamic Frequency Selection) Channels, numbers 100-144.
- m) Tablet must be a wireless multimedia Tablet PC.
- n) Developer mode on the Tablet must be disabled.
- o) Tablets must have no cellular or tethering capabilities, this includes Bluetooth capabilities.
- p) Peer-to-peer networking within and between the Department Facilities must not be allowed on the network.
- q) Inmates shall not have the ability to communicate with other inmates through the Tablet.
- r) The Department shall have the ability to review the contents of the Tablet and the cloud at all times.
- s) Department approved facility staff shall be provided with inmate passwords in order to allow authorized staff to access all content on the tablet.
- t) Tablets must not have any media slots.
- u) Inmates shall not be able to access the operating system.
- v) Inmates shall not be able to access interior components of the Tablet such as the motherboard of the device. Breaching the exterior of the unit must render the unit inoperable.
- w) No camera or camera functions will be allowed on the Tablet, with the exception for the Department staff to facilitate communications with hearing impaired Inmates.
- x) Contractor shall provide as required and authorized by the Department a small quantity of

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Tablets with cameras to accommodate hearing impaired Inmate needs.

- y) Contractor shall visibly distinguish Tablets with cameras from Tablets without cameras for the Department to easily recognize.
- z) Tablets batteries can be charged at facility charging stations or by the Tablet charging cords.
- aa) Tablet must have a headphone jack and must come with a pair of headphones approved by the Department and deemed suitable for use by Inmates in a correctional environment.
- bb) Contractor shall supply and maintain Department Commissary with Tablet accessory inventory available for resale to the Inmate population through commissary inmate account.

6. Tablet Content & Functionality

- a) Shall have access for Inmates to view Department approved educational videos, literature and books.
- b) Shall have the ability to make available via the Tablet Department developed content in print, audio, or video.
- c) Shall have the ability for Inmates to utilize interactive educational materials and workbooks.
- d) Shall have the ability for Inmates to complete course work and submit course work.
- e) Shall have the ability for Inmates to complete GED course work.
- f) Shall have the ability for Inmates to participate in distance learning.
- g) Shall have the ability to access only Department authorized and approved websites. Inmates shall not have the capability to request websites.
- h) Shall have the ability for Inmates to communicate with school staff through Department approved and specified communication templates.
- i) Shall have the ability for Inmates to request school courses and course materials from the Department.
- j) Shall have the ability to allow the Department to add, delete and edit content on the Tablet or custom groups of Tablets in cloud based storage as needed.
- k) Shall have the ability to limit access to material content and functionality as directed by the Department by Inmate ID, Inmate Level, Disciplinary Sanctions, Educational Needs, etc.
- l) Shall have the ability to allow the Department to "lock" materials based on academic levels.
- m) Shall have the ability to allow the Department to "release" and make available certain items based on educational levels or instructor recommendation.
- n) Shall have the ability to allow the Department to add or delete tablet content.

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- o) Shall have the ability to conduct student assessments to include, but not limited to, tests, quizzes, to review and grade papers.
- p) Shall have the ability for the Department to approve and authorize all education tablet content which may include E-books, Periodicals, E-Text Books, Educational Materials, Pre-Release Educational Materials, Educational Re-Entry Materials, Pre-GED Materials, GED Prep Materials, Correspondence Courses, USD #1 Policies and Procedures, Library Materials, Educational Games, etc.
- q) Shall have the ability for Inmates to access and view vocational material approved and authorized by the Department to include but not limited to workplace readiness and career exploration videos and printed materials, vocational materials, workplace guides, job specifications for trades and careers, O*Net that is posted on the CT Department of Labor (DOL) website, career scope and approved job searches websites posted on the US and CT DOL.
- r) Shall have the ability for Inmates to access Inmate Orientation videos mandated for offender and to complete and submit all required orientation forms electronically from the Inmate's account.
- s) Shall have the ability for Inmates to access and view all Department authorized and approved Programs and Treatment Rehabilitative Content to include but not limited to treatment related videos, treatment literature, Department developed content in print, audio or video, utilize interactive program treatment materials and workbooks, to complete course work and submit completed course work, to view their individual offender accountability plan and progression, view offender programming available within their facility, request to participate in addiction services programming.
- t) Shall have the ability for Inmates to engage in interactive programming such as five session introductory Cognitive Behavioral Therapy (CBT) based program in preparation for group therapy program.
- u) Shall have the ability for Inmates to view Department authorized and approved community based recovery resources.
- v) Shall have the ability for Inmates to complete their addiction self-assessment that will allow the Inmate to self-report and submit their confidential substance abuse history.
- w) Shall have the ability to monitor the Inmate's mental health assessment that allows the Department the ability to augment its mental health assessment and monitoring process.
- x) Shall have the ability for Inmates to access and view all Department authorized and approved re-entry to society related videos, literature, Department developed content in print, audio or video, interactive materials and workbooks, re-entry guides and community resources and allows the Department to conduct re-entry readiness assessments.

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- y) Shall have the ability for Inmates to access and view Department authorized and approved religious videos, materials and literature, to include but not limited to the Bible, Qur'an, Torah, religious periodicals, religious books, meditation materials, spiritual materials, daily devotionals, religious podcasts.
- z) Shall have the ability for Inmates to electronically submit a change in religious designation form via the Tablet and to receive electronic confirmation from the Department of the change request.
- aa) Shall have the ability of Inmates to access language courses on the Tablet (e.g. Arabic, Greek, Hebrew, Latin, etc.).
- bb) Shall have the ability for Inmates to access and view Department authorized and approved life skills videos, materials and literature to include but not limited to personal finance, health and wellness topics, fitness and nutrition, Medicaid health insurance, accessing healthcare information and government programs.
- cc) Shall have the ability for Inmates to access and view Department authorized and approved Law Library material and access instructional videos pertaining to legal matters and court filings on the Tablet.
- dd) Shall have the ability for Inmates to electronically complete and submit legal forms, file legal forms with the courts.
- ee) Shall have the ability for Inmates to have the capability to complete and submit electronically to the Department a Special Request Forms, Account Balances Form or a Medical Forms on the Tablet.
- ff) Inmates shall not have the ability to access other Inmates account statements, history or balances.
- gg) Shall have the ability for Inmates to access and listen to Department authorized and approved music via streamed content or downloaded music.
- hh) Shall have the ability for Inmates to access and read Department authorized and approved books via online library, downloaded content (E-Books or Audio Books).
- ii) Shall have the ability for Inmates to access and play Department authorized and approved video games via online library or downloaded content.
- jj) Shall have the ability for Inmates to access and view Department authorized and approved videos via online library or downloaded content.
- kk) Shall have the ability for Inmates to access and view Department authorized and approved digital content (magazines and newspapers subscriptions) via online library or downloaded content.

7. Kiosk Requirements

- a) Shall be corrections grade, shatter resistant and tamperproof and secured to the workstation for use by Inmates.

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- b) Shall be installed in each housing unit in each Department Facility. The quantity will be determined by the Department in order to meet the needs of the Inmate population.
- c) No Inmate may have the capability either to log on to or use a Kiosk other than using their own personal identifiable login information.
- d) Shall have the ability to provide a mechanism to log an inmate's usage and verify their identity when using the Kiosks.
- e) Contractor shall allow the Department the ability to enable or disable Kiosk camera functionality as needed.
- f) Shall have the ability to make available Inmate Kiosk usage data to the Department upon request and shall be kept indefinitely by the Contractor.
- g) Shall have the ability for Inmates to access Department authorized and approved websites.
- h) Shall have the ability for Inmates to send video-grams to their registered friends and family for a fee.
- i) Shall have the ability for the Department to determine and authorize approved websites to be available on the Kiosks.

8. Internal Department Communications Requirements

- a) The ability for Inmates to submit internal Department communications that can include but not be limited to emails, religious updates, visitor updates, health service appointment requests on the Tablet or Kiosk directly the Department at no cost to the Inmates.
- b) The ability for Inmates to report criminal activity, tips and PREA incidents on the Tablet or Kiosk.

9. External Communications (Emails to registered Family and Friends) Requirements

- a) Provide Inmates with capability to use the Tablet or Kiosk to send and receive "Inmate email" only to and from registered Inmate Family and Friends.
- b) If telephone capabilities are approved by the Department, the Contractor shall work with the Department's current Inmate telephone system provider to ensure interoperability and interface to enable telephone calls on the Tablets and Kiosks at the Contractor's expense.
- c) Department authorization and approval will be required prior to the Contractor enabling Tablets and Kiosks for outbound voice communications associated with the Inmate telephone platform, including system settings, investigating capabilities and security features.

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10. Contractor Interfaces

- a) The Contractor's Tablet and Kiosk System must interface with all current and future contractor systems in place to allow for maximum functionality and content utilization.
- b) Current System Interfaces includes the following systems:
 - a. The Offender Management System (OMIS) – Contractor GTL which is a Microsoft based system
 - b. Inmate Account Balance System and Commissary System – Contractor Syscon which is a currently an Oracle base but moving to Microsoft SQL system
 - c. Inmate Telephone System – Contractor Securus
 - d. RT System – Internal Department System which is Cobalt based mainframe system
 - e. CaseNotes – Internal Department System which is IBM LotusNotes system
- c) The Tablet and Kiosk interfaces must be developed and implemented at the Contractor's expense.
- d) The Contractor shall work with all other contractors that the Department utilizes to ensure that any and all required interfaces are developed and implemented at no cost to the Department and the Department may to add such additional contractors as the Department may deem it to be necessary or appropriate.
- e) The Contractor shall work with the third party application developer to identify the proper interfaces to required applications. Currently, the Department exchanges data between these two systems using a secure FTP process or by placing a data file in MQ server queue and allowing third party vendors to download the file. The Contractor shall work with the Department and these file exchange parameters and shall make appropriate adjustments to accommodate any future changes in these processes.

11. Training Requirements

- a) Contractor shall provide Tablet and Kiosk training to Department staff on all network and equipment, hardware, infrastructure and management tools, charging stations during the implementation phase and during future system upgrades at no cost to the Department.
- b) The Contractor will provide both Department Staff training and Inmate Tablet and Kiosk training at no cost to the Department.
- c) Contractor shall provide all initial and on-going training through online instructor-led classes or onsite one-on-one and classroom training sessions, including all applicable instruction materials, to ensure all Department staff (users and administrators) are proficient in the use of the Contractor's Inmate Tablet and Kiosk System. The type and

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scheduling of training sessions will be determined by the Department. The Contractor shall provide all necessary and appropriate reference manuals and onsite operational training as to facilitate proper installation and operation of all deliverables at no cost to the Department.

- d) Contractor shall provide instruction materials (in both English and Spanish) for the inmate population describing the use and functions of Inmate Tablets and Kiosks. During the life of the Contract, the Contractor shall provide additional instruction materials and updates as requested by the Department. The final draft of the additional materials, in both English and Spanish, shall be reviewed and approved in writing by the Department, prior to the Contractor printing and delivering the instructional materials.
- e) Contractor shall provide specific onsite security training to Department staff during the implementation phase and future updates with regards to the security features included on the Tablets, Kiosks and network at no cost to the Department.
- f) Throughout the Term, the Contractor shall provide Department staff with regular ongoing training to include but not limited to both onsite and online webinar tutorials as requested or needed by the Department and at no additional cost to the Department.
- g) The Contractor shall provide all necessary and appropriate Department staff training materials to include but not limited to operating manuals and video tutorials in English and Spanish for Inmates to use for the Tablets and Kiosks.

12. Revenue Sharing Requirements

- a) The Contractor shall split with the Department any and all revenue generated by this Contract in accordance with the revenue sharing percentages that correspond to particular commodities and services, as listed in the provisions of Exhibit 4, Product and Pricing Schedule. For purposes of calculating the revenue in the revenue sharing provision of this Contract, "revenue" is defined as the Contractor's gross revenue resulting from the total sales of the commodities and services listed in Exhibit 4.
- b) Contractor shall submit an electronic sales report to the Department by the last day of each month for the preceding month. The report must include a complete breakdown of chargeable receivables for each facility received by the Contractor.
- c) If the Department authorizes telephone capabilities for the tablets, kiosks or both, then the Contractor shall deposit all shared generated revenue for telephone communications to the inmate telephone revenue fund accounts as directed by the Department of Administrative Services (DAS). The amount of the shared revenue for telephone communications that the Contractor deposits to DAS shall be in the amounts set forth in State of Connecticut contract number 12PSX0098MA, f/k/a number 10ITZ0119MA, with a start date of March 1, 2012 and found at the following link: https://biznet.ct.gov/SCP_Documents/Results/10774/Contract%20Master%20Agreeme

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[nt%203.1.12.pdf](#). The Contractor shall deposit and continue to deposit the amounts identified in such contract 12PSX0098MA, f/k/a number 10ITZ0119MA, for the Term even if and after such contract terminates.

- d) Payments made by the Contractor to the Department pursuant to this Contract will be accompanied by an accounting showing the following for the applicable month and fiscal year: (a) an itemized list of all sales, by facility, by inmate, that includes what was purchased and the revenue received by the Contract in CSV form (comma-separated values or other format required by the Department); (b) total amount of sales tax collected for each facility; (c) total revenue generated by facility in CSV form (comma-separated values or other format required by the Department); and (d) the Departments revenue share by item, by inmate and by facility in CSV form (comma-separated values or other format required by the Department); e) a copy of the audited financial statements delivered to the Department identifying such revenue; and f) any other ad hoc reports requested by the Department. Contractor shall establish and maintain an accounting system that is sufficient in detail, clarity and otherwise to enable the Department and its agents to readily identify Contractor's assets, expenses, costs of goods and use of funds and to confirm the calculation and composition of the total Department share of revenue.
- e) Payments to the Department shall be begin no later than thirty (30) days following the first complete month during which the Contractor collects any revenue. The Contractor shall make payments by check, made out to Department of Correction Correctional Industries Fund, with a memo notation of "Inmate Tablet/Kiosk Program," and shall mail them by the 15th of the month following the month to which the revenue relates, to the following address: Department of Correction, 24 Wolcott Hill Road Wethersfield, CT 06109 Attn: Fiscal Services.
- f) Except for the revenue generated from telephone communications, the Department may elect to receive its revenue share as cash payment or to direct a portion of revenue share towards the purchase additional Tablet content or services in order to subsidize costs to inmates.

13. Tablet and Kiosk Implementation Requirements

- a) Contractor shall implement the Inmate Tablet and Kiosk system in accordance with priorities defined by the Department and in accordance with the timetable outlined in Exhibit 3, Deliverables Implementation Schedule. The final approved schedule shall be at the discretion of the Department.
- b) Within ten (10) days of the Effective Date, the Contractor shall assign a project manager who will work on-site full time until the Department has accepted in writing every Deliverable. The project manager shall be responsible for the management of the implementation plan and User Acceptance Testing.

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- c) The Contractor shall provide a replacement project manager if the assigned project manager does not perform their duties, for any reason, for five (5) succeeding days on which the project manager is scheduled to perform their duties. The Contractor shall provide the replacement project manager no later than nine (9) calendar days from the first day that the assigned project manager first failed to perform their duties.

14. Other Requirements

- a) Contractor may only sell to inmates' downloadable or streamed content and subscriptions that the Department authorizes.
- b) Contractor shall track all Inmate purchasing transactions made on the Tablet and Kiosks through the Inmates' account.
- c) Contractor shall be responsible to resolve any Tablet and Kiosk purchasing discrepancies charged to the Inmate or their families.

15. Additional Terms and Conditions

(a) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Department. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Department Agency premises for the purpose of carrying out the scope of work described in this Contract.

(b) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("Department") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a Department Facility must first undergo a background check to confirm their eligibility to be admitted into the Department Facility. Contractors shall obtain from the Department a form for each employee and complete and submit that form to the Department at least 10 business days prior to the date that the employee is scheduled to arrive at the

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Department Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the Department:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not perform any work at any Facility on any Saturday, Sunday or Holiday, unless the Department determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to the Department a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

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(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules (“Facilities Rules”) described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, Department staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except Department personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to Department personnel only, no other person will have any conversation or dealings with inmates without the approval of the Department supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by Department personnel. Contraband is defined below and all persons are subject to these Department Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which the Department has not previously authorized and may include letters, stamps, tools, weapons, papers, floor

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implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by Department personnel.

Failure to comply with these Facilities Rules, in the sole determination of the Department, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

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1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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EXHIBIT 3 – DELIVERABLES IMPLEMENTATION SCHEDULE

1) Implementation Plan

- a) Within thirty (30) days of the Effective Date, the Contractor shall provide the Department with an implementation plan for Department's consideration and approval. The Department will have three (3) business days from receipt of the implementation plan to either approve it or return it to the Contractor with required or suggested changes, or both.
- b) If the Department approves the implementation plan, then the Contractor can proceed with the approved implementation plan. If the Department returns the implementation plan to the Contractor with changes, then the Contractor shall have no more than two (2) business days after receiving it from the Department, to resubmit the implementation plan to the Department for reconsideration and approval.
- c) Upon the Department's receipt of the revised implementation plan, the parties will follow the same consideration and approval process until the Department is satisfied with the revised implementation plan and approves it.
- d) This implementation approval process shall continue until installation, testing, acceptance and activation has occurred at all Department facilities. If a User Acceptance Testing fails, the installation at other Department facilities shall cease until the issue is resolved and re-testing is successful.
- e) The Department may, at its discretion, modify the implementation plan and schedule, in part or in whole, at any time. Such modification(s) shall be in writing. The Contractor shall immediately adopt and execute the modified implementation plan and schedule upon receipt of such modifications from the Department.
- f) All Contractor provided staff must pass the Department's background check in order to be allowed access to any of the Department's facilities.
- g) The implementation plan shall include at minimum the following elements:
 - I. A schedule for site surveys
 - II. Contractor's and Department staff requirements
 - III. An explanation of system downtime
 - IV. Specific time frames for installation, testing, acceptance and activation
 - V. Wiring installation specifications, where appropriate
 - VI. Network installations specifications
 - VII. Hardware and software installation schedule
 - VIII. Kiosk installation schedule
 - IX. Risk management and mitigation plan
 - X. Acceptance test plan for each individual site
 - XI. Training plan
 - XII. Communications plan for the Department
 - XIII. Communications plan for the Public
 - XIV. Communications plan for the Inmates
 - XV. Performance and service level plan
 - XVI. Project reporting process and mechanisms
 - XVII. Change management process
 - XVIII. Configuration management plan

2) Deliverable Implementation Rollout Schedule

- a) The Contractor's implementation rollout schedule is with estimated timeframes that is dependent upon the information the Contractors team gathers after conducting the facility site surveys, facility site visits and further facility rollout instructions from the Department.
- b) The Contractor shall perform site surveys at all Department facilities/sites, coordinating this effort with the Department Project Manager. These surveys shall commence within 30 days of the Effective Date. Contractor shall have 15 to 25 business days to complete each facility site survey.
- c) The Contractor's project manager shall submit updated implementation plans within 10 days of each site survey, accounting for actual work to be performed, to the Department Project Manager.
- d) The Department Project Manager shall respond to the Contractor's project manager, approving or making changes to the plan, which the Contractor shall incorporate into the plan. The implementation plan shall commence within five (5) business days of the Department Project Manager's approval.
- e) The Contractor shall not implement any facility locations implementation rollout without having obtained written consent of the Department.
- f) If authorized by the Department, the Contractor may rollout Deliverables to multiple Department facility locations simultaneously.
- g) The Department may, at its discretion, halt or modify, in part or in whole, the implementation at any time. Upon written notice from the Department the Contractor must immediately comply with the Department's direction to modify its implementation activities or to cease all implementation activities, whichever the case may be. Should the Department direct the Contractor to halt its implementation activities (either in part or in whole), the Contractor may not resume such implementation activities until written notice to do so has been issued by the Department.

Task Description		Estimated Time Frame
A. Planning Timeframe		60 to 90 business days
1)	Department facilities survey scheduled by Contractor	5 business days
2)	Contractor and Department work together to identify facility review schedule and logistics planning	5 to 10 business days
3)	Contractor conducts facility site surveys	15 to 25 business days
4)	Contractor delivered post facility survey results and installation schedule recommendations	5 to 10 business days
5)	Contractor issued scope of work quotes	5 to 10 business days
6)	Department approval of Contractor proposed installation schedule and scope of work	5 business days
7)	Department issued purchase order	5 business days
8)	Contractor Department Clearances	10 to 20 business days
B. Implementation, Installation Rollout, Training & Acceptance Testing of Tablets, Kiosks & Network		Estimated Inmates
		Facility Rollout Estimated Time Frame
1)	McDougal Correctional Institute	1,516
2)	Walker Correctional Institute	429
3)	York Correctional Institute	928
4)	Manson Correctional Institute	501
5)	Cheshire Correctional Institute	1,418
6)	Garner Correctional Institute	538
7)	Corrigan CC	742
8)	Radgowski CC	454
9)	Osborn Correctional Institute	1,332

10) Robinson Correctional Institute	1,460	30 business days
11) Brooklyn Correctional Institute	452	30 business days
12) Willard-Cybulski Correctional Institute	1,132	30 business days
13) Hartford CC	974	30 business days
14) New Haven CC	716	30 business days
15) Bridgeport CC	782	30 business days
<p>The Department, at its discretion, may change the order in which the above facilities are implemented. Such modification(s) shall be in writing. The Contractor shall immediately comply with any and all changes to the implementation plan and schedule required by the Department.</p>		

CONTRACTOR NAME: JPay Inc.	
DELIVERY: As Required by Connecticut DOC	PROMPT PAYMENT TERMS: NET 45 DAYS

ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
1.)	Itemized pricing shall include any and all charges and fees associated with the DOC Tablet and Kiosk maintenance, warranty, training and monthly reporting requirements.				
	<u>TABLETS:</u>				
1.a)	<u>TABLET HARDWARE (Tablet Loaner Program):</u>				
	JPay JP5S 7" Tablet - New Initial Tablet includes Earbuds, USB Cord & AC Adapter	Each	<u>\$0.00</u>		
	JPay JP5S 7" Tablet - Repair or Replaced by a Refurbished Tablet.	Each	<u>\$0.00</u>		
	<ul style="list-style-type: none"> Tablet Failure and/or Malfunction – No Charge to Inmate 	Each	<u>\$0.00</u>		
	JPay JP5S 7" Tablet Fee to Inmate for Tablet Replacement due to Intentional Tablet Destruction	Each	<u>New Tablet Fee \$104.99</u>	<u>10%</u>	<u>35%</u>
			<u>Refurbished Tablet Fee \$74.99</u>	<u>10%</u>	<u>35%</u>
2)	<u>TABLET HARDWARE ACCESSORIES / EQUIPMENT:</u>				
2.a)	Replacement Earbuds	Each	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
2.b)	Replacement USB Cord	Each	<u>\$3.99</u>	<u>10%</u>	<u>35%</u>
2.c)	Replacement AC Adapter	Each	<u>\$7.99</u>	<u>10%</u>	<u>35%</u>
2.d)	External Keyboard	Each	<u>\$18.99</u>	<u>10%</u>	<u>35%</u>
2.e)	High Definition Headphones	Each	<u>\$27.99</u>	<u>10%</u>	<u>35%</u>

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
3.)	<u>TABLET CONTENT & FUNCTIONALITY APPLICATIONS:</u>				
3.a)	Education	All	<u>\$0.00</u>		
3.b)	Programs and Treatment	All	<u>\$0.00</u>		
3.c)	Reentry	All	<u>\$0.00</u>		
3.d)	Life Skills	All	<u>\$0.00</u>		
3.e)	Work Readiness / Vocational	All	<u>\$0.00</u>		
3.f)	Law Library / Inmate Legal Assistance If Link it shall be provided by DOC via I-Frame	All	<u>\$0.00</u>		
3.g)	Religious	All	<u>\$0.00</u>		
3.h)	Inmate Orientation	All	<u>\$0.00</u>		
3.i)	Commissary	All	<u>\$0.00</u>		
3.j)	Internal Communications to DOC – JPay Stamp / No Charge	Each	<u>\$0.00</u>		
		All	<u>\$0.00</u>		
3.k)	Inmate Account Statements				
3.l)	Emails / External Communications Fee	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
3.m)	Printing of Document Fee <ul style="list-style-type: none"> Print in Black & White - .25 cents per page Print in Color - \$1.00 per page 	Per Page Per Page	<u>\$0.25 B&W</u> <u>\$1.00 Color</u>	<u>50%</u> <u>50%</u>	<u>50%</u> <u>50%</u>
3.n)	Tablet Entertainment / Recreation (Reference Items 4)	All	<u>Ref Item 4</u>		
3.o)	Telephone Communications all associated costs pursuant to DAS Contract #12PSX0098MA	Each	<u>According to the amount identified in DAS Contract #12PSX0098 MA</u>		

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
4.)	<u>TABLET ENTERTAINMENT & RECREATION OPTIONS:</u>				
4.a)	Songs	Each	<u>\$0.99 to \$1.99</u>	<u>30%</u>	<u>30%</u>
4.b)	Games (Includes 12 Free Preloaded Games)	Each	<u>\$0.00 to \$7.95</u>	<u>10%</u>	<u>35%</u>
4.c)	News Subscriptions	Per Month	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
4.d)	Movie Rentals – 48 Hours	Each	<u>\$0.00 - \$9.99</u>	<u>10%</u>	<u>10%</u>
4.e)	eCards	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
4.f)	Audiobooks if available shall be authorized by DOC	Each	<u>\$0.99 to \$19.99</u>	<u>10%</u>	<u>10%</u>
4.g)	E-Books (includes up to 50 Free Pre-Loaded E-Books) E-Books are to be available in English and Spanish.	Each	<u>\$0.00</u>		
5.)	<u>KIOSKS:</u>				
5.a)	<u>KIOSKS HARDWARE:</u> JPay Inmate Kiosk	Each	<u>\$0.00</u>		
6.)	<u>KIOSKS CONTENT AND FUNCTIONALITY APPLICATIONS:</u>				
6.a)	Education including KA Lite Videos	All	<u>\$0.00</u>		
6.b)	Programs and Treatment per DOC Content	All	<u>\$0.00</u>		
6.c)	Reentry	All	<u>\$0.00</u>		
6.d)	Life Skills	All	<u>\$0.00</u>		
6.e)	Work Readiness / Vocational	All	<u>\$0.00</u>		

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
6.f)	Law Library / Inmate Legal Assistance If Link, it shall be provided by DOC via I-Frame	All	<u>\$0.00</u>		
6.g)	Religious	All	<u>\$0.00</u>		
6.h)	Inmate Orientation	All	<u>\$0.00</u>		
6.i)	Commissary	All	<u>\$0.00</u>		
6.j)	Internal Communications to DOC – JPay Stamp / No Fee	All	<u>\$0.00</u>		
6.k)	Inmate Account Statements	All	<u>\$0.00</u>		
6.l)	Emails / External Communications Fee	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
6.m)	Kiosks Entertainment / Recreation (Reference Item 7)	All	<u>Ref Item 7</u>		
7.)	<u>KIOSKS OPTIONS:</u>				
7.a)	Songs	Each	<u>\$0.99 to \$1.99</u>	<u>30%</u>	<u>30%</u>
7.b)	Games (Includes 12 Free Preloaded Games)	Each	<u>\$0.00 to \$7.95</u>	<u>10%</u>	<u>35%</u>
7.c)	News Subscriptions	Per Month	<u>\$4.99</u>	<u>10%</u>	<u>35%</u>
7.d)	eCards	Each	<u>\$0.30</u>	<u>10%</u>	<u>35%</u>
7.e)	Audiobooks	Each	<u>\$0.99 to \$19.99</u>	<u>10%</u>	<u>10%</u>
7.f)	E-Books (includes up to 50 Free Pre-Loaded E-Books) E-Books available in English and Spanish.	Each	<u>\$0.00</u>		
7.g)	30 Second Video-gram available on Kiosks Only Contractor monitored 30 second video clips that must adhere to DOC requirements.	Each	<u>\$2.00</u>	<u>10%</u>	<u>35%</u>

**EXHIBIT 4, RFP-16
PRODUCT & PRICING SCHEDULE**

CONTRACT NO: 17PSX0027

CONTRACTOR NAME:	JPay Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND / OR SERVICES	UNIT OF MEASURE	PER UNIT COST	Revenue Sharing % from Contract Effective Date through 10/31/2020	Revenue Sharing % from 11/1/2020 through Contract Expiration Date
7.h)	30 Second Video-gram Downloaded to Tablet	Each	<u>\$1.80</u>	<u>10%</u>	<u>35%</u>
7.i)	<p>Telephone Communications all associated costs pursuant to DAS Contract #12PSX0098MA</p> <p>The Contractor shall not raise any of the prices that are set forth in Exhibit 4 at any time in order to cover or recoup the State's revenue share.</p>	Each	<u>According to the amount identified in DAS Contract #12PSX0098 MA</u>		

EXHIBIT 5 – SERVICE LEVEL AGREEMENT
CONTRACT #17PSX0027

Customer Service Department:

The Contractor shall maintain a customer service department that is available by phone, online, facsimile or email via in system messaging 24 hours a day, 7 days per week, 365 days per year to answer Department questions in regards to inmate orders, to address Tablet and Kiosk service issues, and to provide other customer services in accordance with the Contract and its Exhibits. Contractor shall repair Equipment and System Event outages within the timeframes outlined in the Service Level Agreement.

Contractor Service Level Reporting Requirements:

- 1) Provide surveillance monitoring of all System activity by providing detailed monthly System reporting of all surveillance issues for the Department
- 2) Provide customer service compliance by providing detailed monthly reporting of all System priority service requests for the Department
- 3) Provide System outages service notification and resolution compliance by providing detailed monthly reporting of all outages for the Department

Methodology:

- 1) The Contractor shall provide the Department with surveillance monitoring of all System activity 24 hours a day, 7 days per week, 365 days per year.
- 2) The Contractor shall handle all customer service requests to ensure compliance and resolution for all System service issues in accordance to the established outage notification priority service timeframes.
- 3) The Contractor shall handle all System outage reports to ensure equipment repairs, software and system issues are resolved according to the established priority request timeframes listed below.

System Outage Report and Service Request Response Requirements:

1. Upon Contractor's receipt of a System outage report or any emergency service request from a facility (a "System Event"), the Contractor shall respond within the following prioritization and corresponding response times:
 - a. **Priority 1:** 25% or more of the functionality of the System is adversely affected by a System Event.
 - b. **Priority 2:** 11% - 24% of the functionality of the System is adversely affected by a System Event.
 - c. **Priority 3:** 6% - 10% of the functionality of the System is adversely affected by a System Event.
 - d. **Priority 4:** 5% or less of the functionality of the System is adversely affected by a System Event.
2. The System must include all aspects and components of the Inmate Tablet and Kiosk System (all hardware, software, wiring, cabling, network equipment, associated and ancillary equipment, including all Tablets, Kiosks and charging stations).
3. Any issues that arise with a Department's wireless network are deemed to be superior in priority to the Priority 1 System Event and the Contractor shall respond to such issue immediately upon being notified and work without interruption to resolve the issue until it is resolved, all at the Contractor's expense.

System Outage Report and Service Request Priority Notification:

1. After receipt of an Outage Report Service Request from the Department, the Contractor shall respond to the System Event with the following time periods:
 - a. Priority 1 Request – 2 Hours to Respond, Address and Resolve the Service Request to Department's satisfaction.
 - b. Priority 2 Request – 24 Hours to Respond, Address and Resolve the Service Request to Department's satisfaction.
 - c. Priority 3 Request – 36 Hours to Respond, Address and Resolve the Service Request to Department's satisfaction.
 - d. Priority 4 Request – 72 Hours to Respond, Address and Resolve the Service Request to Department's satisfaction.

Compensation for Failing to Meet the Service Standard Timeframes:

1. Failing to Meet a Priority 1 Request within 2 Hours - \$200.00 Compensation
2. Failing to Meet a Priority 2 Request within 24 Hours - \$100.00 Compensation
3. Failing to Meet a Priority 3 Request within 36 Hours - \$100.00 Compensation
4. Failing to Meet a Priority 4 Request within 72 Hours - \$100.00 Compensation

5. An additional compensation of \$50.00 will be assessed per each 24-hour period beyond the initial response time for failing to meet and close out the priority service request.

6. The Contractor shall make compensation payments directly to Connecticut Department of Corrections within 10 days of receiving a request from the Department.

Outage Notification:

1. The Contractor shall notify the Department within 30 minutes of their identification of outage that impacts the System.

2. Such notice must indicate when the Contractor became aware of the outage service interruption and provide an initial system recovery estimate (an estimate of when the Contractor believes the issues causing the outage service interruption will be resolved and the system will be back online).

3. The Contractor shall provide the Department with as much notice of any emergency outage service interruption as reasonably can be expected (not to exceed 30 minutes from the time the Contractor determines that the system must be brought down for emergency maintenance).

4. Such notice must include the reason for the emergency outage service interruption and the estimated recovery time (when the system will be back online).

5. The Contractor shall provide the Department with a least 10 business days' notice of any planned outage service interruption.

6. Such notice must include the purpose and the reason for the planned outage service interruption and the estimated recovery time (when the system will be back online).

Service Log:

1. The Contractor shall maintain a log, in a form acceptable to the Department, of all System Outages, Service Interruptions and all Outage Reports and Service Requests submitted to the Contractor by the Department.
2. The Service Log will include the following information:
 - a. Time and date of the System outage service interruption
 - b. Duration of the System outage service interruption
 - c. Cause of the System outage service interruption
 - d. Resolution of the System outage service interruption
 - e. Time and date when the Contractor identified or became aware of the System outage service interruption
 - f. Time and date when Contractor notified the Department of the System outage service interruption
 - g. Time and date when the Contractor resolved the System outage service interruption
3. Outage Reports and Service Requests will include the following information:
 - a. Time and date when the Contractor received the Outage Report Service Request from the Department
 - b. The name and contact information of the Department staff who submitted the Outage Report Service Request from Department
 - c. Time and date of the Contractor's initial response to the Department regarding the system outage service interruption
 - d. Time and date when the Contractor resolved the system outage service interruption and the system was back online
 - e. Time and date when the Contractor received the resolution confirmation from the Department
 - f. Name and contact information of the Department staff providing the resolution confirmation.
4. The Contractor shall provide the Department with an electronic copy of the Outage Report and Service Log on a quarterly basis or as requested by the Department.

Service Guarantees:

1. Contractor is responsible for all installation, maintenance, repair, replacement, future upgrades and ongoing support at no cost to the Department.
2. Contractor shall provide specific onsite security training to the Department staff at implementation and after upgrades with regard to security features included in the Tablets, Kiosks and all associated network and equipment (including charging stations).
3. The Contractor shall monitor the System 24 hours a day, (7) days a week, (365) days per year.
4. The Contractor shall guarantee System uptime of no less than 90.00%.

Network:

1. Network System Considerations:
 - a. The Contractor shall provide at the request of the Department bandwidth sharing via a software solution, including creating specific SSIDs for Department use.
 - b. Depending on the outage severity, the Contractor shall normally have the system back online within 5 minutes.
 - c. Following a power disruption more than 60 minutes and assuming there were no network devices damaged by the outage, the Contractor shall normally have the system recovered and back online within 10 minutes.

Repair or Replacement of Tablets:

1. The Contractor may replace, upgrade, or substitute any or all of the Tablets at any time provided proper written notice has been submitted to the Department at minimum of 30 days prior to any replacement, upgrade or substitution.
2. Non-functioning Tablets must be repaired or replaced within 10 business days of receipt by the Contractor.

Repair or Replacement of Kiosks:

1. The Contractor shall replace or repair any non-functioning Kiosk, as determined by the Department.
2. The Contractor may replace, upgrade, or substitute any or all of the Kiosks at any time, provided proper written notice has been submitted to the Department at least 30 days prior to any replacement, upgrade or substitution.
3. Non-functioning Kiosk must be repaired or replaced within 5 business days of notification by the Department via Service Request to the Contractor.

Maintenance Support:

1. Except as otherwise specifically provided in the Contract, the Contractor shall respond to all Department maintenance requests no later than 24 hours of being notified.
2. The Contractor shall provide maintenance support to all Department requests involving the security features of the Tablets, Kiosks and Network as a priority 1 request.
3. Support and maintenance must be provided by phone, remotely online and on-site.
4. Phone support must be available (24) hours a day, (7) days a week and (365) days a year.
5. Remote online support must be available (24) hours a day, (7) days a week and (365) days a year.

Performance of Service:

1. All service repair and maintenance of the System will be done at no cost to the Department.
2. Any requested modification or upgrade to the System that is agreed upon by the Department and Contractor shall be implemented within the time period agreed by the parties.

Escalation Process and Contacts:

1. Contractor shall provide an escalation procedure to the Department that provides levels of escalation, levels of escalation contacts and time intervals to be invoked in the event the first level maintenance personnel are unable to resolve the problem identified in the Department's service request. The Contractor shall provide the Department with a list of escalation contacts with all applicable direct contact information.
2. The Contractor shall provide a process for escalation which addresses instances where their response time exceeds 36 hours.

Notice of Resolution:

1. The Contractor shall provide the Department with written notice (via email) that a System Event has been resolved and require the Department to confirm resolution. The Contractor shall not close the service request until written resolution confirmation has been received by the Department. The Contractor shall enter the confirmation receipt in the Department Service Log.

Account Representative:

1. The Contractor shall maintain a dedicated account representative (or limited number of representatives) to handle all non-technical issues and business.
2. Contractor account representative shall be available Monday through Friday between the hours of 7:00 AM EST and 5:00 PM EST.

Customer Service Representative:

1. The Contractor shall provide and maintain dedicated customer service representatives to handle all Department issues.
2. The Contractor's customer service representatives shall be available (24) hours per day, (7) days a week by telephone, online, facsimile or email via in system messaging.