

AGREEMENT NUMBER A221008463

- This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
California Governor's Office of Emergency Services (Cal OES)
 CONTRACTOR NAME
NGA 911, LLC
- The term of this Agreement is: 1/1/2023, or upon approval by CDT-STP, whichever is later, through 12/31/2025, with two (2) two (2) year optional extensions.
- The maximum amount of this Agreement is: \$32,610,000.00
(Thirty-Two Million Six Hundred Ten Thousand Dollars and Zero Cents)
- The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the 9-8-8 Call Handling System (CHS) Agreement:

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* EVAQ0001050 in its entirety
 * RFP #A221008463-2022 in its entirety
 * Bidder's Response in its entirety, including BAFO
 Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> NGA 911, LLC	
CONTRACTOR AUTHORIZED SIGNATURE  <u>Michelle Bland (Dec 30, 2022 17:29 CST)</u>	DATE SIGNED Dec 30, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Michelle Bland, Chief Operating Officer	
ADDRESS 8383 Wilshire Blvd, Suite 800, Beverly Hills, CA 90211	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME California Governor's Office of Emergency Services	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <u>Heather Carlson (Dec 30, 2022 15:47 PST)</u>	DATE SIGNED Dec 30, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Heather Carlson, Assistant Director – Administrative Services	
CONTRACTING AGENCY ADDRESS 3650 Schriever Avenue, Mather, CA 95655	



EXEMPT PER:

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK

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2. BACKGROUND AND PURPOSE

The Governor's Office of Emergency Services (Cal OES), Public Safety Communications, CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by 0690-031-BCP-2022-GB to manage and oversee the statewide 9-8-8 call handling services with funding provided by the General Fund. https://esd.dof.ca.gov/Documents/bcp/2223/FY2223_ORG0690_BCP5335.pdf

Cal OES is seeking a Software as a Service (SaaS) for cloud-native Call Processing Equipment (CPE) for the thirteen (13) Mental Health Crisis Centers (MHCC) in California. The services provided shall comply with the contract and Exhibit A, Technical Requirements and support the MHCC workflow. The Contractor shall ensure that 9-8-8 can interface with 9-1-1, that CPE capacity is available to support the 9-8-8 call volume, and that the CPE technology does not limit the operational needs of the MHCC.

Today mental health services are provided via two different methods and software solutions. First, each MHCC receives calls on a local PBX through the national toll-free number (1-800-273-TALK) that is routed based on the area code of the caller, which has been transitioned to 9-8-8 in July of 2022. Second, each MHCC logs into a nationwide Vibrant software solution to receive chats and text messages. Any voice calls that are identified as needing emergency services are typically handled by the supervisor or call taker contacting a Public Safety Answering Point (PSAP) by dialing a 10-digit phone number. Text and chat messages cannot be transferred to a PSAP today.

Additional call stats and details on the Lifeline system are available via the link below:

<https://www.sprc.org/sites/default/files/California%20State%20Report%20January-June%202020.pdf>

California Mental Health Crisis Centers

1. Suicide Prevention of Yolo County (Davis)
2. Crisis Support Services of Alameda County (Oakland)
3. WellSpace Health (Sacramento)
4. Buckelew Suicide Prevention Program (San Rafael)
5. Suicide Prevention Center, Didi Hirsch Mental Health Services (Los Angeles)
6. StarVista (San Mateo)
7. San Francisco Suicide Prevention (San Francisco)
8. Central Valley Suicide Prevention Hotline - Kings View (Fresno)
9. Optum Health (San Diego)
10. Contra Costa Crisis Center (Walnut Creek)

11. Kern County Mental Health (Bakersfield)
12. Santa Clara Suicide and Crisis Services (San Jose)
13. Suicide Prevention Service of the Central Coast (Santa Cruz)

The Contractor shall provide services that meet National Emergency Number Association (NENA) i3 V2 and industry standards upon contract award. The Contractor is required to update their solution to meet any updates to the NENA i3 and industry standards within six (6) months of CA 9-1-1 Branch notification, at no additional cost to the CA 9-1-1 Branch, per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

The CHS solution shall follow the National Emergency Number Association (NENA) i3 Call Flow per NENA-STA-010.2-2016, NENA Detailed Functional and Interface Standards for the NENA i3 Solution. The CHS solution shall utilize the NG 9-1-1 trunks maintained by PNSP to deliver all 9-1-1 traffic for 9-1-1 transfers from 9-8-8 and 9-8-8 transfers to 9-1-1. The NG 9-1-1 trunks are a CPUC tariffed service that are maintained by PNSP.

Additional resource documents for reference:

- CA 9-1-1 Branch Operations Manual <https://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual>

2.1. OBJECTIVE

The purpose of this Request For Proposal (hereafter referred to as "solicitation") is to obtain proposals from qualified bidders to provide California Governor's Office of Emergency Services (Cal OES) and the State of California (hereafter referred to as "State") with 9-8-8 Call Handling Services (Hereafter referred to as "988 CHS").

The Contract Award, if made, will be to the single bidder in accordance with the methodology defined in [SECTION 7. EVALUATION](#).

3. TERM OF THE CONTRACT

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is three (3) years, with an estimated start date of 01/01/2023.

The State, at its sole discretion, may exercise its option to execute two (2) two (2) year extensions to perform 9-8-8 CHS for a maximum Contract term of seven (7) years.

4. AMENDMENT

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. CONTRACT CONTACTS

The authorized representatives during the term of this Agreement are tables below.

Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquires:

STATE: CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Name: Paul E. Troxel

Address: 601 Sequoia Pacific Blvd. MS-911, Sacramento, CA 95811

Phone: (916) 508-4700

E-mail: Paul.troxel@caloes.ca.gov

CONTRACTOR:

Name: Michelle Bland

Address: 1947 S Myrtle Ave, Monrovia, CA 91016

Phone: (916) 862-3373

E-mail: Michelle@nga911.

For Agreement administrative inquires:

STATE: CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Name: Paul E. Troxel

Address: 601 Sequoia Pacific Blvd. MS-911, Sacramento, CA 95811

Phone: (916) 508-4700

E-mail: Paul.troxel@caloes.ca.gov

CONTRACTOR:

Name: Ishka Villa

Address: 1947 S Myrtle Ave, Monrovia, CA 91016

Phone: (310) 721-3723

E-mail: Ishka@nga911.com

6. 988 CHS SERVICE TO BE PROVIDED

The Contractor shall provide all personnel, hardware, software, and network services necessary to meet all the requirements of this contract to provide 9-8-8 CHS to all state recognized MHCC in California which includes the thirteen existing MHCC and could include additional MHCC over the contract period. The specific requirements are detailed throughout this contract. If an item is required to complete the services identified in the contract and is not identified in the Cost Worksheets, it will be interpreted to mean that the item will be provided by the Contractor at no cost.

A "User" is someone that has been authorized to access the 9-8-8 CHS. The level of access provided to each User based on Authorization Levels for MHCC personnel, California Health and Human Services (CHHS) personnel, and Cal OES personnel. User access shall only be authorized by the Cal OES Project Manager or their designee.

The Contractor agrees to provide 9-8-8 CHS in accordance with the contract and EXHIBIT A, TECHNICAL REQUIREMENTS. The Contractor agrees that 9-8-8 CHS shall support all call handling and call flow elements of NENA i3 for all transfers to and from 9-1-1. Any proprietary components that are implemented within the 9-8-8 CHS shall not compromise the ability to support NENA i3 and the ability for the PNSP or RNSP to deliver the call to the PSAP, or to support transfers from one PSAP to another, regardless of

Contractor.

9-8-8 CHS to be provided shall include, but are not limited to:

1. This solution shall be an Evergreen Native Cloud-based service.
2. Contractor shall provide solutions to the MHCC that have been tested in the CA 9-1-1 Branch NG911 Lab and validated by the CA 9-1-1 Branch to ensure interoperability with PNSP and RNSP;
3. Contractor shall provide 9-8-8 CHS performance monitoring and provide access to MHCC, CHHS, and the CA 9-1-1 Branch through a dashboard that is defined by the CA 9-1-1 Branch;
4. Contractor shall be solely responsible for trouble ticket reporting for all 9-8-8 CHS to include subcontractor services. The Contractor shall develop and maintain trouble ticket e-bonding with RNSP and PNSP trouble ticketing. Trouble ticket information and status updates must be pushed and received by all parties in order to reduce confusion and to allow a single point of reference, no matter which vendor the MHCC chooses to call;
5. Contractor shall implement standards and best practices as determined by the CA 9-1-1 Branch to ensure global interoperability;
6. Contractor shall provide leadership, project management, and all activities needed to promote collaborative mission-focused, implementation that supports interoperability and supports the Cal OES mission;
7. Contractor shall provide a lead team member to work together to maintain the interoperability interface with PNSP and RNSP;
8. Contractor shall ensure that installation of equipment includes all hardware, cabling, labor, software and configuration required to deliver and make the system ready for use, and operational with the manufacturer's published specifications;
9. Contractor's Evergreen coverage shall include maintenance and replacement of all system components, including but not limited to all workstations, interface devices, and associated hardware;
10. Contractor shall designate a primary contact person located in the continental United States (CONUS) to whom all project communications may be addressed and who has the authority to act on all aspects of the services;
11. Contractor shall notify the CA 9-1-1 Branch, in writing, of all changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel;
12. Contractor shall install the workstation and any peripheral hardware on the premises of the MHCC, during the best available hours for the MHCC, and at all other times as required to successfully provide the services;
13. Contractor shall provide the MHCC and the CA 9-1-1 Branch with a copy of the system update process and schedule;

14. Contractor shall work closely with MHCCs regarding any of the additional applications provided under Contract and adhere to any changes and future time-frames listed in the individual requirements;
15. Contractor shall ensure MHCC has unrestricted use of any CPE solution software that is proprietary in nature;
16. Contractor shall submit a system diagram, depicting data flow and interconnection requirements;
17. Contractor shall be responsible for all the terms and conditions of this Contract regardless of whether or not a failure occurs in their system or their Subcontractors system;
18. Contractor shall implement all functional requirements included in Exhibit A.

6.1. 9-1-1 SERVICES ENVIRONMENT

This section is intended to present an overview of the NG9-1-1 environment in California. The PNSP and RNSP are responsible for delivering 9-1-1 traffic to the CPE provider based on the PSAP that has been identified to receive the 9-1-1 information. The Contractor shall be responsible for receiving 9-1-1 traffic from the PNSP as a result of a transfer from 9-1-1 to 9-8-8 and route the traffic geospatially to the correct MHCC. The Contractor shall also provide the call processing functionality required to display any and all 9-1-1 information at the MHCC. The Contractor shall be responsible for transferring any 9-8-8 call that needs to be transferred to 9-1-1 to the PNSP as a result of a transfer from 9-8-8 with the information needed to route the traffic geospatially to the correct PSAP. The Contractor shall also provide the call processing functionality required to display any and all 9-8-8 information that needs to be displayed for 9-1-1 at the PSAP. Additional requirements for transfers to and from 9-1-1 are in EXHIBIT A: TECHNICAL REQUIREMENTS.

6.2. COMMERCIALY AVAILABLE HARDWARE

Wherever possible, commercially available hardware shall be used for simplicity, ease of maintenance, replacements, and upgrades.

7. CAL OES 988 CHS LAB TESTING

All 9-8-8 CHS shall be tested in the CA 9-1-1 Branch NG 9-1-1 Lab to validate compliance to NENA i3 standard and meeting the functional requirements identified in this contract (refer to TD 284 System Acceptance and Authorization Form). All 988 CHS shall be validated in the CA 9-1-1 Branch NG 9-1-1 Lab prior to selling and installing at any MHCC. The contractor will deploy 9-8-8 CHS and run test calls through the system. When every step of the System Acceptance Checklist has been completed and approved by the CA 9-1-1 Branch, the system shall be deemed suitable for deployment to the MHCCs in California. The 9-8-8 CHS testing in the Cal OES NG9-1-1 lab shall be completed within 10 working days from the start

of testing. If testing produces actionable items that require correction, the vendor shall be given time to correct issues. Upon correction, a new 10-day testing period is required.

8. ORDERING AND DELIVERY PROCESS

The ordering process that the CA 9-1-1 Branch uses is detailed in the 9-1-1 Operations Manual, Chapter III, Funding which can be viewed at:

<https://www.caloes.ca.gov/wp-content/uploads/PSC/Documents/004-ChapterIIIFUNDING2020.pdf>

8.1. 988 CHS SYSTEM DIAGRAMS

As part of the ordering process for the 9-8-8 CHS, the contract submitted to the MHCCs shall include system diagrams using Microsoft Visio or similar to depict:

1. System connectivity
2. 9-1-1 traffic and data flow
3. 9-8-8 traffic and data flow to include 9-8-8 texts and chats
4. PC hardware Requirements
5. Interfaces to any MHCC auxiliary equipment (i.e. downstream devices and software interfaces)

8.2. 988 CHS INSTALLATION

Orders from the MHCC must be completely installed and ready for acceptance testing within 90 calendar days after TD-288 is issued.

The installation date may be changed by mutual consent of the Contractor and the MHCC; however, the system installation schedule must be updated with the revised dates. The Contractor will provide a revised contract to the MHCC and to the CA 9-1-1 Branch.

8.3. MHCC SITE SURVEY

As part of the contract for the MHCC, the Contractor shall prepare a list detailing the current electrical power, common ground, and environmental control facilities at the MHCC. The Contractor shall review and comment on the adequacy of the MHCC's facility, including but not limited to, the adequacy of the floor plan, environmental control, backup power, cabling, and NG9-1-1 trunk demarcation to support the interface to the 9-1-1 system. The MHCC shall permit free access, subject to security restrictions at the site, for the purpose of reviewing facility readiness.

8.4. MHCC SITE MODIFICATIONS

If required, the CA 9-1-1 Branch and/or MHCC will discuss the need for MHCC modification in order to meet the Contractor's specifications related to 9-8-8 CHS installations.

8.5. CERTIFICATION OF EQUIPMENT READINESS

Equipment must be installed and certified ready for acceptance testing by the agreed to installation date and acceptance test plan between the Contractor and MHCC.

8.6. RELOCATION

Relocation refers to a MHCC moving to a different location on a long-term basis. This includes packing up all 9-8-8 CHS and associated equipment purchased under this Contract and transporting to another location and reinstalling it for operational use:

1. If it is necessary to move the equipment purchased under this Contract from one MHCC location to another, the MHCC will provide their date of disconnection, the locations from and to where the equipment is to be moved, and the re-connection date to the Contractor. The Contractor and MHCC will mutually agree on a reasonable amount of time to accomplish disconnection, relocation, reconnection and having the equipment ready for use. The CA 9-1-1 Branch will only pay for 30 days of overlapping NG9-1-1 trunk costs. After 30 days are exceeded, billing from vacated MHCC premises will be transferred and become the responsibility of the MHCC.
2. The MHCC will pay the Contractor for all reasonable costs for relocation. The Contractor shall maintain responsibility for the equipment at all times during the move.
3. In the case of an emergency MHCC 9-8-8 CHS relocation, the CA 9-1-1 Branch will pay for all associated costs. Emergency shall consist of, but is not limited to: force majeure, man-made disasters, hazard to life and limb of MHCC personnel.
4. Rearrangement of equipment at a single site or for the convenience of the MHCC, shall be at the MHCC's expense. If the Contractor is asked to move and reinstall equipment at a different facility, the Contractor shall not exceed the hourly Labor Rate bid in EXHIBIT B: COST WORKSHEETS.

8.7. MOVES, ADDS AND CHANGES (MACS)

MACs refers to changes in system application configurations to facilitate MHCC operations, moving equipment from one location to another in the same facility, or adding additional equipment to completed installations.

1. The Contractor shall provide routine MACs as requested by the MHCC. When performing MACs,

the Contractor will not bill for travel time to and from the MHCC or preparation time, only the time spent actually performing the MACs.

2. For those MACs that are performed routinely, such as adding or deleting new workstations, changing speed dial numbers, etc., the Contractor shall provide training to the MHCC System Administrator if required.
3. Contractor shall detail the process for the MHCC to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn-around time to completion.
4. All costs for MACs will be directly billed to and paid by the MHCC, not to exceed the hour labor rate bid in Exhibit B, COST WORKBOOK. If the Contractor is asked to move and reinstall equipment at a different facility, the labor rates established by this Contract will apply to similar activities performed, such as those described above.

8.8. EQUIPMENT DELIVERY AND SHIPMENT

1. Shipments to and from the installation site shall be the responsibility of the Contractor.
2. Equipment shall be packed and marked with content description and destination.
3. The Contractor shall bear the cost of transportation/shipping whenever equipment is shipped or moved for mechanical replacement purposes.
4. The Contractor shall dispose of any packing material and debris. Post installation, the Contractor shall pay transportation charges for the removal of empty packing cases.
5. The MHCC reserves the option, with concurrence from the Contractor, to arrange and pay for all transportation/shipping charges for such relocation. Subsequent moves are not paid for by the CA 9-1-1 Branch, but may be negotiated between MHCC and Contractor, when the equipment is moved from one MHCC location to another.
6. The MHCC shall be relieved from all risk of loss or damage to the equipment purchased under this Contract during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the MHCC. Loss or damage not due to the fault or negligence of the MHCC shall be verified through a legal claims record.

9. EVERGREEN TECHNICAL REQUIREMENTS

All requirements as stated in EXHIBIT A, TECHNICAL REQUIREMENTS are part of this contract. 9-8-8 CHS offering shall be maintained in good operating condition at the Contractor's data center or in the cloud to ensure Continuing Standards of Performance are met.

9.1. LOCAL HARDWARE

The Contractor shall provide maintenance (labor and parts) and keep all equipment at the MHCC in good

operating condition. Maintenance parts will be furnished by the Contractor and will be new. Contractor is responsible for disposal of replaced parts removed during maintenance.

The Contractor shall furnish and replace all evergreen services and parts for a period of five (5) years beginning on the first day following System Acceptance. Any such service required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. Prior to the expiration of the evergreen service period, whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs for packing, transport, handling, and insurance.

On site services will be furnished by the Contractor's nearest service location. The Contractor shall have prompt access to the equipment, subject to the MHCC's standard security requirements, to perform this service. There shall be no charge for travel expenses associated with services for which the Contractor is responsible.

Contractor shall provide full maintenance coverage 24 hours per day, seven (7) days per week, 365 days a year (24x7x365).

9.2. UPGRADES AND PLANNED MAINTENANCE DOWN-TIME

The proposed 9-8-8 CHS shall not experience any downtime for planned maintenance. It is acceptable that individual workstations have downtime for planned maintenance, however, MHCCs will have input into the update schedule such that no more than 25% of their workstations are updated at the same time.

9.3. PLANNED MAINTENANCE

Planned maintenance shall be performed in accordance with a Standard Operating Procedure (SOP) mutually agreed to by the State and Contractor designed to mitigate the operational impact of such maintenance. Scheduled downtime must be coordinated with the CA 9-1-1 Branch and affected MHCCs with at least five (5) business days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability.

Contractors shall disclose any service impact, limitation, or operational issue that may arise as a consequence of planned maintenance and shall propose mitigation for the known impact, limitations, or operational issues as part of the SOP.

9.4. REMEDIAL MAINTENANCE

Contractors shall track the status of each Critical, Major, and Minor Failure (as defined in SLA) through the Trouble Ticket Log. Contractors shall provide the telephone number of their customer support center to each MHCC with whom they have an evergreen Contract for reporting Critical, Major, and Minor Failures. The Contractor's customer support center telephone shall be answered 24 hours a day, seven (7) days a week by a live person. The Contractor's customer support center will be responsible for coordinating the resources necessary to correct Critical, Major, and Minor Failures and for accurately updating the Trouble Ticket Log.

9.5. RNSP/PNSP REPAIRS

If the MHCC notifies the Contractor of a problem with the 9-1-1 system and the Contractor determines that the problem lies with the PNSP/RNSP NG9-1-1 Trunks, the Contractor will be responsible for notifying the MHCCs that the problem lies with the PNSP/RNSP. All Contractors are required to e-bond ticketing systems with PNSP/RNSP.

9.6. REPLACEMENT PARTS

The spare components and parts inventory shall include all components included in 9-8-8 CHS solution. This is including but not limited to workstation, Uninterruptable Power Supply (UPS) devices, peripheral equipment interface devices, monitors, and computer keyboards. All replacement components and parts shall be available to authorized Contractor repair personnel on a 24x7x365 basis.

9.7. SYSTEM OR SOFTWARE UPDATES

The CA 9-1-1 Branch expects to allow for system/software updates and enhancements.

Contractor(s) are required to:

1. Support this effort throughout the life of the resulting Contract.
2. Updates offered shall meet all current National Emergency Number Association (NENA) i3 requirements.
3. Prior to update, Contractor(s) shall provide notification to the CA 9-1-1 Branch Contract Manager as well as all affected MHCCs with a Technical Services Bulletin (TSB).
4. Submit test plan for the proposed update.
5. Validate the update through the CA 9-1-1 Branch NG 9-1-1 Lab as directed by the CA 9-1-1 Branch.
6. Obtain approval from the CA 9-1-1 Branch of the update.

9.8. EVERGREEN SERVICE EXCLUSIONS

Evergreen service does not include electrical work or adverse environmental conditions external to equipment or maintenance of accessories, alterations, attachments, or other devices not listed in Cost Workbook.

9.9. CONTRACTOR FACILITY LOCATIONS

All Contractor’s facilities, direct technical and administrative support personnel that will perform services as part of this Contract must be located within the Continental United States (CONUS) or the District of Columbia.

10. IMPLEMENTATION

The Contractor shall include a Project Deployment Plan narrative and proposed Service Delivery Schedule that addresses the requirements specified within this Section. The Implementation Plan shall provide an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all requirements. The following dates are based on legislative mandates to complete the first six (6) MHCC installations by July 1, 2023, and the remaining seven (7) by July 1, 2024 and cannot be modified.

10.1. IMPLEMENTATION TIMELINE

The following timeline shall be used by the Contractor:

Event	Calendar Days from contract execution
Project Deployment Plan Draft sent to Cal OES	45 Days
6 Data Gathering and Site Surveys completed	60 Days
Equipment Installed at Cal OESNG 9-1-1 Lab	60 Days
All 13 Data Gathering and Site Surveys completed	180 Days

Service validation testing begins	100 Days
Service validation testing completed	120 Days
Service deployed to 6 MHCCs	July 1, 2023
Service deployed to all 13 MHCCs	July 1, 2024

11. STATE’S ROLES AND RESPONSIBILITIES

11.1. CA 9-1-1 BRANCH ROLES AND RESPONSIBILITIES

1. The CA 9-1-1 Branch will designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services, see [SECTION 5. Contract Contacts](#) for designee. The CA 9-1-1 Branch designee will be the POC for all documents related to this Contract to ensure understanding of the responsibilities of both parties;
2. The CA 9-1-1 Branch will designate a 9-8-8 Advisor to review the contract and associated documents. The 9-8-8 Advisor shall provide at least a minimum of 10 state business days for the timely review and approval of information and documentation provided by the Contractor.
3. The CA 9-1-1 Branch, in partnership with the MHCC, will determine adequacy of all work performed and all products installed by the Contractor. Should the work performed or the products installed by the Contractor fail to meet expectations, requirements, or specifications, the following resolution process will be employed:
 - a. The Contractor shall, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a corrective action plan to address the specific inadequacies or failures in the identified services and products. Failure by the Contractor to respond to the CA 9-1-1 Branch’s initial problem notification within the required time limits may result in immediate termination of the Contract.
 - b. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
 - c. The CA 9-1-1 Branch will, within five (5) State business days after receipt of the Contractor’s detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the CA 9-1-1 Branch’s notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of

- the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d. The CA 9-1-1 Branch will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. Upon first installation in each region the CA 9-1-1 Branch will order network connectivity from the PNSP and RNSP into two (2) logically and physically diverse Contractor points of interface within five (5) working days of:
- a. Successful testing in the Cal OES NG9-1-1 Lab,
 - b. The identification and CA 9-1-1 Branch approved Contractor points of interface, and
 - c. Completion of the TD-288 approval process.

11.2. MHCC RESPONSIBILITIES

1. If required to meet special environmental considerations, the MHCC will modify its site facilities to meet the Contractor's minimum site and environmental specifications as supplied by the Contractor. Costs associated with these modifications shall be the responsibility of the MHCC.
2. Subject to the MHCC's security regulations, the Contractor shall have full and free access to the CHS equipment.
3. Any lines terminating into the CHS solution (including but not limited to) 9-1-1, NG 9-1-1, 10 digit emergency lines, administrative lines, ring downs lines (circuits), direct connects, as well as contact closures.
4. The CHS and CRM can be used to support technology interfaces beyond 9-8-8 at the MHCC provided there is no cost incurred by the state via the State Emergency Telephone Number Account 9-8-8 surcharge.

12. CONTRACTOR'S ROLES AND RESPONSIBILITIES

1. Contractor shall deliver all services and equipment necessary for system deployment.
2. Contractor shall perform and provide a MHCC site survey for each 9-8-8 CHS installation.
3. Contractor shall provide the necessary wiring for connection to NG9-1-1 Trunks as well as interface connectivity to all necessary peripheral equipment, and to the 9-8-8 trunks.
4. Contractor shall perform System Readiness Testing prior to cutover, to ensure that the system is installed and operates as defined in SOW.
5. Upon Contract execution, the Contractor shall meet via in-person meeting or

teleconference, with the CA 9-1-1 Branch team at a minimum monthly, or at the discretion of the CA9-1-1 Branch, to ensure project tasks and timelines are met, with all Contractor Key Staff identified in the contract. The CA 9-1-1 Branch may require an in-person meeting based on project status.

6. The Contractor shall adhere to and support all interface standards as designed by the PNSP and approved by the CA 9-1-1 Branch.
7. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
8. The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in key personnel assigned to the tasks. Key personnel are defined as those listed in the contract or any personnel that have a direct interface with the CA 9-1-1 Branch or the MHCC. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The CA 9-1-1 Branch reserves the right to approve all substitute personnel.
9. The Contractor shall perform their duties on MHCC premises during the best available hours at the direction of the MHCC.
10. Contractor's staff will be subject to MHCC background check and security requirements.
11. Contractor shall deliver and provide all documents in electronic format.
12. Contractor shall report all SLAs in accordance with the contract.

13. PROJECT MANAGEMENT

The Contractor shall assign a project manager with knowledge and experience in managing system installations of similar complexity. All installations shall use industry accepted project management methodology throughout the project.

The project manager shall be the single point of contact between the Contractor, Cal OES, and the MHCC throughout the installation and acceptance process. The project manager will be responsible for coordinating all aspects of the installation including project scheduling, installation of equipment, training, problem resolution, acceptance testing, contractual and technical issues and answering all questions the MHCC may have.

The Contractor shall assign a project manager who is familiar with 9-1-1 in CA, Internet Protocol (IP) networks, as well as the proposed system. All project managers shall be located in the continental US and will be made available for in person meetings at the CA 9-1-1 Branch or MHCC request.

The following Key project Staff shall be identified:

1. 9-8-8 CHS Project Manager
2. 9-8-8 CHS Network Architect
3. 9-8-8 CHS Engineer Manager
4. 9-8-8 CHS Deployment Manager
5. 9-8-8 CHS Installation Manager

14. SUBCONTRACTORS

The Contractor has sole discretion to choose its subcontractors and its obligation to pay its subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to the Contractor. Contractor is solely responsible for any payments to or claims made by subcontractors. The Contractor is solely responsible for delivering all services required to support EXHIBIT A: TECHNICAL REQUIREMENTS and the SOW regardless of the performance of any Subcontractor and any agreements made with Subcontractors. The contract is an agreement between the state and the Contractor and as such Subcontractors have no rights or remedies related to the Contract. The Contractor shall notify the CA 9-1-1 Branch, in writing, of any changes or termination of Subcontractor personnel assigned to the tasks ten (10) days prior to the change.

15. ALTERATIONS AND ATTACHMENTS

The MHCC shall not make unauthorized alterations or install attachments to the equipment.

Repair of damage attributable to the alteration or attachment will be billed to the MHCCs at the Contractor's rate provided in [EXHIBIT B: COST WORKSHEETS](#), Labor Rate.

All reprogramming required by the Contractor to accommodate such alterations and/or attachments shall be implemented at the MHCCs expense.

16. ESCALATION PROCESS

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the CA 9-1-1 Branch's attention. Problems or issues shall be reported in monthly status reports and via web-based alert and monitoring systems accessible by the CA 9-1-1 Branch. Severity of the problem(s) as outlined below require escalated reporting. To this extent, the Contractor or the MHCC will determine the level of severity and notify the appropriate CA 9-1-1 Branch personnel. The CA 9-1-1 Branch personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue.

CA 9-1-1 Branch escalation levels are as follows:

- First level: Paul Troxel, Program Manager Division Chief
E-mail: Paul.troxel@caloes.ca.gov Phone: (916) 508-4700
- Second level: Budge Currier, Assistant Director
E-mail: budge.currier@caloes.ca.gov Phone: (916) 894-5004
- Third level: Marvin Green, Deputy Director
E-mail: marvin.green@caloes.ca.gov Phone 916-845-8158

The CA 9-1-1 Branch may also escalate certain technical and project related problems or issues that may arise to the CDT, STP.

17. SERVICE LEVEL AGREEMENTS (SLAS)

17.1. SERVICE ISSUES AND OUTAGE NOTIFICATION

The Contractor shall develop an automated outage notification system that will provide system monitoring capability and outage reporting to the CA 9-1-1 Branch.

After Contract award, information for the confidential CA 9-1-1 Branch outage notification phone number and e-mail will be provided. Outage reporting shall incorporate near real-time monitoring per [EXHIBIT A: TECHNICAL REQUIREMENTS](#). A secure login portal shall be made available to the CA 9-1-1 Branch.

17.2. OUTAGE NOTIFICATION

1. In the event of any critical or major service issue(s) or outage(s) as specified in the appropriate Service Level Agreement (SLA), the Contractor shall notify the CA 9-1-1 Branch via a phone call as well as email within fifteen (15) minutes of initial report of outage, providing the initial notification and containing the following (as available):
 - a. MHCC(s) affected
 - b. Problem description
 - c. Time of failure
 - d. Affected systems or services
 - e. Impact to 9-8-8 CHS
 - f. Trouble ticket number
 - g. Ticket type (open, monitoring, dispatched).

2. Contractor shall provide follow-up notification as new information becomes available or every 4 hours, whichever occurs first. All updates shall include current status and any additional data pertinent to the outage and its resolution such as:
 - a. Extent of outage
 - b. Affected systems or services (if different than initial)
 - c. Any 9-8-8 data lost
 - d. Sequence of events toward resolution (action taken to resolve the issue)
 - e. Estimated time of technician arrival (ETA)
 - f. Estimated time of outage resolution (ETR).
3. When critical or major event is cleared, Contractor shall send a final notification of resolution. The CA 9-1-1 Branch may review this with the Contractor every month, to determine if notifications need to be adjusted.

17.3. OTHER EVENT NOTIFICATION

1. For any other service issue(s) or outage(s) that the monitoring system does not report on, the Contractor shall notify the CA 9-1-1 Branch. Contractor shall notify the CA 9-1-1 Branch of the problem via phone call and e-mail within fifteen (15) minutes of initial report of outage or disruption of service(s). Contractor shall provide the initial notification, which will contain the following (as available):
 - a. MHCC(s) affected
 - b. Problem description
 - c. Time of failure
 - d. Affected systems or services
 - e. Impact to 9-8-8 Service
 - f. Trouble ticket number
 - g. Ticket type (open, monitoring, dispatched).
2. When the event is cleared, Contractor shall send a final notification of resolution. The CA 9-1-1 Branch may review this report, including root cause analyses, with the Contractor every month, to determine if notifications need to be adjusted.

17.4. SLA CONTRACTOR'S MONTHLY ACTIVITY REPORT

By the 10th of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of system availability under this Contract using Monthly Technical SLA Compliance Report listed below, Contractor's Monthly Activity Report, SLA [SECTION 17.4.1. Contractor's Monthly Activity Report](#). The CA 9-1-1 Branch reserves the right to require the Contractor to make minor modifications to the format and content of these reports during the Contract term, at no cost. At the

conclusion of each month's meeting, the CA 9-1-1 Branch will advise Contractor on any SLAs that have not been met. Contractor agrees this will be final notification and will move forward with any appropriate credit or adjustment for the next billing cycle. Contractor agrees this meeting shall serve as notification in compliance with the SLA terms. The remedy for each missed SLA shall be solely determined by the State. A single outage can trigger multiple SLAs.

17.4.1. CONTRACTOR'S MONTHLY ACTIVITY REPORT

Monthly Activity Report shall include at a minimum the fields listed below:

1. ID
2. MHCC Name Impacted
3. Month Date
4. Day/Time Start
5. Day/Time End
6. Duration Hour: Min
7. Reporting Entity
8. Outage Type
9. Cause of Incident/Outage
10. Summary of Incident/Outage
11. Yes/No if qualified for SLA
12. The applicable SLA
13. Rights and remedies applied to each ticket when applicable
14. Other.

17.5. SLA REPORTING REQUIREMENTS

The following SLAs provide charts describing the definition, measurement method, objective, and rights and remedies for each category. The following SLAs are not intended to supersede any regulatory or statutory requirements and/or penalties imposed by the FCC, CPUC, or any other legislative oversight.

17.5.1. DELIVERY OF PROJECT DEPLOYMENT PLAN (PDP)

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall deliver a final PDP to the CA 9-1-1 Branch with 45 calendar days of contract execution.	Calendar days	Delivery of the PDP within 45 days of contract execution.	Failure to meet the objective shall result in a \$5,000.00 credit/ or adjustment for each calendar day that the report is not delivered after the objective.

17.5.2. NG 9-1-1 LAB INSTALLATION

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall install all required equipment and configure required interfaces to PNSP/ RNSP and Cloud 9-8-8 CHS in the NG 9-1-1 Lab within 60 days of contract execution.	Calendar days	Installation of all equipment and configuration of interfaces within 60 days of contract execution.	Failure to meet the objective shall result in a \$5,000.00 credit/ or adjustment for each calendar day that the report is not delivered after the objective.

17.5.3. NG 9-1-1 LAB VALIDATION AND TESTING

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>The Contractor shall validate the capability by beginning the testing in the CalOES lab as identified in this contract within 100 days of contract execution.</p> <p>The Contractor shall validate the capability by completing the testing in the Cal OES lab as identified in this contract within 120 days of contract execution.</p>	<p>Calendar days</p>	<p>Validate with CA 9-1-1 Branch the 9-8-8 CHS capability.</p>	<p>Failure to meet the objective shall result in a \$5,000.00 credit/ or adjustment for each calendar day that the report is not delivered after the objective.</p>

17.5.4. 988 CHS DEPLOYMENT SCHEDULE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>The Contract shall deploy the 9-8-8 CHS to 6 MHCCs by July 1, 2023 and all 13 MHCCs by July 1, 2024.</p>	<p>Calendar days</p>	<p>The contractor shall deploy the first 6 MHCCs by July 1, 2023. The contractor shall deploy all 13 MHCCs by July 1, 2024.</p>	<p>Failure to meet the objective shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the objective.</p>

17.5.5. CRITICAL FAILURE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Critical Failure is defined as any 9-8-8 CHS failure that prevents 10 digit or 9-8-8 traffic, including but not limited to, voice, text, and video from being delivered to and/or answered at the MHCC. Also includes failure of 25% or more workstations at the MHCC.</p>	<p>Time to repair will be measured from time failure is reported and will conclude when repair has been made and the trouble ticket has been closed.</p>	<p>Each Critical Failure will be resolved within four (4) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.</p>	<p>Each occurrence of a failure to meet this SLA objective shall result in a 25% credit of the 9-8-8 CHS Service Cost MRC of all affected MHCCs. A critical failure lasting longer than 8 hours shall result in a credit of 100% of the 9-8-8 CHS Service Cost MRC of all affected MHCCs.</p>

17.5.6. MINOR FAILURE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Minor Failure is defined as any feature or function that affects non-critical 9-8-8 CHS functionality as specified in the contract or technical requirements. This applies specifically to any software features that enhance call processing but does not hinder call processing.</p>	<p>Time to repair will be measured from time failure is reported and will conclude when repair has been made and the trouble ticket has been closed.</p>	<p>Each Minor Failure will be resolved within 48 hours of notification to the Contractor's customer support center or by alarm, whichever comes first.</p>	<p>Each occurrence of a failure to meet this SLA objective shall result in a 10% credit of the 9-8-8 CHS Service Cost MRC for the affected MHCC.</p> <p>A minor failure lasting longer than 240 hours shall result in a credit of 50% of the 9-8-8 CHS Service Cost MRC of all affected MHCCs.</p>

17.5.7. AVAILABILITY

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Availability captures short duration outages within a month that do not trigger other time to repair SLAs such as Critical and Major.</p>	<p>Any time a 9-8-8 call is unable to be answered, system outage is considered to be in effect.</p>	<p>Monthly up-time shall be greater than 99.99%.</p>	<p>Each occurrence of a failure to meet this SLA objective shall result in a 20% credit of the 9-8-8 CHS Service Cost MRC for the affected MHCC.</p> <p>For more than three (3) months in a row or five (5) months in any 12 month period occurrences of a failure to meet this SLA objective shall result in the MHCC's ability to terminate the service contract with 30 calendar days' notice, with no early termination charges to Cal OES or the MHCC.</p> <p>For more than six (6) months in any 12 month period, occurrences of a failure to meet this SLA objective shall result in a breach of contract, with all service in CA terminated.</p>

17.5.8. CRITICAL FAILURE OUTAGE NOTIFICATION

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Outage is defined as critical failure of the 9-8-8 CHS (as defined in critical failure SLA).	Failure with a duration of fifteen (15) minutes or more.	Notification to Cal OES of all outages of fifteen (15) minutes or more. Cal OES shall be notified within fifteen (15) minutes of discovery of outage.	\$1,000 credit for failure to notify Cal OES within fifteen (15) minutes of outage. Failure to report continuing after the initial fifteen (15) minutes will result in an additional \$5,000 per every five (5) minute increment. Not to exceed \$25,000 per outage.

17.5.9. SLA REPORTING

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractors shall provide SLA reports for each month of activity during the term of the Contract.	Calendar days	Contractors shall deliver accurate and complete reports no more than 10 calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the objective shall result in a \$1000.00 credit for each business day that the report is not delivered.

17.5.10. SLA REMITTANCE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Timely remittance of service credits to the CA 9-1-1 Branch for missed SLA objectives.	Billing cycle	Credit shall be applied to invoice no more than two billing cycles after notification by the CA 9-1-1 Branch of the SLA to the vendor.	Each occurrence of an SLA remedy (credit) that is not remitted within two billing cycles will result in an additional \$5,000.00 remittance for each billing cycle that the credit is not issued.

17.5.11. SOFTWARE UPDATE ROLLBACK

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor must be able to roll back to previous version of 9-8-8 CHS software within 30 minutes of discovery when any update, bug fix, patch, hot fix, etc. causes a critical failure at the MHCC.	Minutes	To prevent outages at the MHCC due to faulty software updates.	Contractor to provide \$500 credit or adjustment for every 30 minutes after notification, until the 9-8-8 CHS software is rolled back.

17.5.12. PLANNED MAINTENANCE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
All planned maintenance shall be communicated to the CA 9-1-1 Branch as well as the MHCCs via written and verbal notification and justification.	Notification shall occur no less than 48 hours prior to planned maintenance.	To provide advanced warning, enabling Cal OES and the MHCCs time to prepare.	Lack of 48 hours' notice shall result in a one-time \$10,000 credit to Cal OES.

17.5.13. NON-DELIVERY OF SYSTEM REQUIREMENTS

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
9-8-8 CHS shall deliver all functional requirements as spelled out in this contract as well as EXHIBIT A: TECHNICAL REQUIREMENTS. MHCC notification and subsequent validation of non-compliance shall be penalized by Cal OES.	Any non- functioning technical requirement, per RFP technical requirements checklist.	To ensure all 9-8-8 CHS features and functions are delivered to the State and MHCC.	Credit or adjustment of TMRC for 75% of deployed MHCCs per month upon discovery and validation, until functionality is delivered and verified by the CA 9-1-1 Branch. If functionality is not delivered within 18 months, Cal OES shall consider this a breach of contract. All 9-8-8 CHS with the vendor in CA will be terminated.

17.5.14. FAILURE TO COLLABORATE

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor shall incorporate, when required, necessary Cal OES approved changes to the interface or connection between NGCS and 9-8-8 CHS.	Calendar Days. Interface changes to 9-8-8 CHS shall be implemented within 30 calendar days of successful completion of testing in the Cal OES NG9-1-1 Lab.	To ensure collaboration and cooperation between NGCS and 9-8-8 CHS Contractors, allowing for NG9-1-1 evolution over time.	Failure to comply shall result in a \$500 per day credit, adjustment to Cal OES.

17.5.15. ROOT CAUSE ANALYSIS FOR CRITICAL OUTAGES

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Root cause analysis (RCA) shall be provided to Cal OES for all critical outages.	Calendar days. Contractor shall provide RCA with 15 business days of any critical outage.	To give Cal OES visibility into the NG9-1-1 ecosystem.	Failure to comply will result in a \$500 per day credit, adjustment to Cal OES.

17.5.16. SYSTEM MONITORING

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor shall deliver all system monitoring access 24/7/365.	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.99% availability of system monitoring to Cal OES.	Each occurrence of a failure to meet this SLA objective shall result in a 15% credit of the Vendor's total 9-8-8 CHS MRC.

17.5.17. CUMULATIVE/MULTIPLE SLA LIMITATIONS

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor shall be responsible to remit credits, adjustments, and SLA reports in the event a single event triggers multiple SLAs.	Multiple SLAs triggered in a single month by a single event.	Establish a maximum SLA threshold.	In the event multiple SLAs are triggered by a single event in a single month, the total cumulative SLA credit / adjustment shall not exceed 50% of the total MRC for the month corresponding to the event, unless a single SLA violation identifies a larger right and remedy.

17.5.18. STANDARDS COMPLIANCE UPDATES

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Contractor, shall update the NG 9-1-1 Data Collection System to comply with all industry standards, including NENA i3, based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of six (6) months.</p>	<p>Timeline begins when directed by the CA 9-1-1 Branch. Measurement will be in calendar days.</p>	<p>Timely deployment of NG 9-1-1 Data Collection System upgrades based on notification by the CA 9-1-1 Branch.</p>	<p>Failure to deliver by 15 days of the CA 9-1-1 Branch directed deadline shall result in 50% credit of the total MRC.</p> <p>Failure to deliver by 180 days of the CA 9-1-1 Branch directed deadline shall result in 100% credit of the total MRC and a Senior Executive shall appear at the 9-1-1 Advisory Board to report on the vendors failure to comply.</p> <p>Failure to deliver by 365 days of the CA 9-1-1 Branch directed deadline shall result in Contract termination.</p>

17.6. STOP CLOCK CONDITIONS

The following stop-clock conditions shall apply during the term of this Contract including any and all extensions. Timeframes are dependent on the length of time the Contractor takes to restore the service, minus the time associated with events outside of the Contractor’s control, and approved by the CA 9-1-1 Branch, to prevent punitive damages from being assessed.

1. Periods when a restoration or testing effort is delayed at the specific request of the MHCCs with CA 9-1-1 Branch approval. The stop-clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the MHCCs during the applicable stop-clock period.
2. Time after a service has been restored, but the MHCCs is not available to verify that the service is working.
3. Restoration cannot be achieved because the problem has been isolated to wiring and/or connectivity that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or affiliates.
4. Trouble caused by a UPS problem outside of the responsibility of the Contractor.
5. Lack of building entrance facilities or conduit structure that are the MHCCs responsibility to provide.
6. MHCC access that is restricted as a result of an emergency.
7. Site contact refuses access to technician who displays proper identification.
8. Network provision of NG 9-1-1 trunks by NGCS providers, with CA 9-1-1 Branch approval.
9. Any problem or delay caused by a third party not under the control of Contractor, with CA 9-1-1 Branch approval. Contractor's affiliates, subsidiaries, or subcontractors under the control of Contractor are not subject to this stop-clock provision.
10. NOTE: A MHCCs request to hold a ticket open for observation shall not constitute a stop-clock condition. The MHCC or technician is required to open a new ticket for observation.

18. CHANGE CONTROL PROCESS

The Contractor shall not make any changes after implementation and successful acceptance of the 9-8-8 CHS service, unless approved by the CA 9-1-1 Branch.

19. SYSTEM MONITORING AND TROUBLE TICKETING

The Contractor shall develop and maintain a system monitoring dashboard and trouble ticketing service. The trouble ticketing service shall support e-bonding with RNSP and PNSP, per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

20. MAINTENANCE PLAN

The Contractor shall furnish and replace all evergreen services and parts for a period of five (5) years beginning on the first day following System Acceptance. No additional costs outside of the EXHIBIT B: COST WORKSHEETS, shall be incurred by the CA 9-1-1 Branch or the MHCC. A maintenance plan shall be submitted to the CA 9-1-1 Branch for review and approval, as part of the Project Deployment

Plan, within 45 days from Contract execution. Planned or unplanned maintenance shall not disrupt 9-8-8 service or trigger any SLAs.

Maintenance Plan shall include at a minimum:

1. Hardware Issues;
2. Servers;
3. Switches;
4. Routers;
5. Software Issues;
6. Operating System Software Issues;
7. Security System Software Issues;
8. Connectivity Issues.

21. TRAINING

The Contractor shall provide a detailed training program that outline show training shall be provided to MHCC personnel, CHHS personnel, and Cal OES personnel.

21.1. TRAINING PLAN

The Contractor shall provide training and training materials to ensure that all users and administrators can proficiently use the 9-8-8 CHS. The Contractor will provide the following:

1. A comprehensive training program that provides 9-8-8 CHS users with the skills necessary to operate all features of the system;
2. Training at a time mutually agreed upon by the MHCC and the Contractor. Training schedule to be created by Contractor;
3. Instructors proficient with the provided solution;
4. Training to be provided within two weeks of go-live (MHCC delays are not considered a reason to change the training schedule);
5. Train no more than six (6) users per instructor, per class, unless a larger class is mutually agreed to by the MHCC and the Contractor. All training classes should be scheduled to reduce the number of site visits necessary to train all personnel;
6. In addition to user training, the Contractor will provide administrator training:
 - A. This training shall cover routine functions accessible by a System Administrator, routine trouble shooting procedures and problem reporting procedures.
 - B. Training shall be provided no more than 30 calendar days following cutover.
 - C. Training will also include an on-site instructor(s) at the beginning of the system

acceptance testing period. The purpose of the instructor(s) will be to assist MHCC personnel as needed after they begin using the new equipment (cutover coach).

7. Post-cutover training shall be provided to the MHCC upon the MHCC's request. Post-cutover training will be provided for no less than six (6) users or system administrators in any single training session.
8. Appropriate manuals and other materials must be provided to each participant in training. All manuals and materials must be provided in an electronic format only. All training materials and data related to training are property of Cal OES.
9. Online reference materials and manuals must be updated on a continual basis to reflect 9-8-8 CHS system upgrades, new functionality, and system releases.

21.2. TRAINING ON NEW FUNCTIONALITY

If requested by the MHCC, training, and documentation on new functionality shall be provided by the Contractor at no charge to the MHCC or the CA 9-1-1 Branch.

22. 988 CHS SYSTEM ACCEPTANCE

Acceptance testing is intended to ensure that the system acquired operates according to the manufacturer's technical specifications, performs as warranted by the requirements of this Contract, and exhibits a 99.9% level of availability.

System acceptance testing shall commence on a mutually agreed date and time within 10 business days after Contractor issues a certificate of system readiness. Cal OES and MHCC Subject Matter Experts (SMEs) shall conduct System Acceptance Testing. Upon successful System Acceptance Testing, the Contractor shall deploy the solution at each MHCC, per the approved PDP.

In the event the system does not meet the standard of performance during the initial 10 days, the CA 9-1-1 Branch will be included in ongoing communications regarding progress or delays. The acceptance-testing period shall not be delayed due to a MHCC request to make a change within a system's featured functionality. Failures during acceptance testing period caused by sources outside of the Contractor's control, and approved by the CA 9-1-1 Branch, shall initiate a stop-clock. If system is operating as designed (and as captured in the contract) the MHCC may not delay system acceptance beyond the 10 day time frame. If such a delay occurs, the MHCC may be subject to loss of 9-8-8 funding and shall be responsible for all labor performed by the Contractor at the hourly rate in EXHIBIT B: COST WORKSHEETS.

The MHCC and the CA 9-1-1 Branch will judge the acceptability of all work performed and all work

products produced by the Contractor as a result of this contract.

22.1. ACCEPTANCE TESTING CRITERIA

1. The Contractor shall issue a certificate of system readiness when equipment and software are installed and ready for acceptance testing. Acceptance testing will begin on a date and time agreed upon by the MHCC and the Contractor and will end when the equipment and software have met the standard of performance Acceptance Testing Criteria for a period of 240 consecutive hours.
2. Upon successful completion of the acceptance testing period, Cal OES shall sign system acceptance.
3. The standard of performance for acceptance testing is defined as the operation of the 9-8-8 CHS to meet the requirements of the contract, and [EXHIBIT A: TECHNICAL REQUIREMENTS](#).
4. During the acceptance testing period, if the system is not performing as intended, the Contractor shall adhere to the response time requirements specified in the contract.
5. If the system does not meet the standard of performance within 90 consecutive calendar days after the start of the acceptance testing, the MHCC shall have the option to request a replacement system, extend the testing period, or terminate the order. The MHCC's option shall remain in effect until the system meets the performance criteria. If the system has not met the standard of performance by 180 calendar days after installation, the order may be cancelled. If the CA 9-1-1 Branch determines the same type of system and/or vendor have not met the standard of performance, or agreed upon contractual obligations at more than three (3) planned installations during the term of this Contract, the system and/or vendor may be removed from the Contract at the discretion of the CA 9-1-1 Branch.

23. CONTRACT PERFORMANCE

Should the work performed, or the products produced by the Contractor fail to meet the contract conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes.

The CA 9-1-1 Branch will notify the Contractor in writing within ten (10) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

The Contractor will, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a detailed explanation describing precisely how the identified services and/

or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CA 9-1-1 Branch initial problem notification within the required time limits may result in immediate termination of the Contract.

The CA 9-1-1 Branch will, within ten (10) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within five (5) State business days of notification of rejection.

Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract.

The CA 9-1-1 Branch will, within ten (10) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.

24. DATA HANDLING

24.1. DATA HANDLING AND OWNERSHIP

All 988 traffic data shall be the property of the MHCC. All meta-data relating to this Contract shall be the property of the CA 9-1-1 Branch, PER [EXHIBIT A: TECHNICAL REQUIREMENTS](#). All 988 traffic data and metadata shall not be accessed or distributed by any Contractor or any of its subcontractors.

24.2. CALL DATA RECORDS

All 9-8-8 Call Data Records (CDR) are the property of the CA 9-1-1 Branch and shall be made available to the MHCC and stored in the system for seven (7) years, with the ability for the MHCC to download the data for local storage. The Contractor shall utilize Session Internet Protocol (SIP) metadata and i3 logging to monitor, track and verify data flow as a part of the CDR.

All 9-8-8 metadata shall have a ten (10) year retention period.

24.3. 988 TRAFFIC DATA

All 988 Traffic Data is the property of the MHCC and shall be retained as per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

25. MHCC HELP DESK/CALL CENTER

Contractor shall provide a point of contact 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, MHCC, and Contractor personnel to report trouble on the respective 9-8-8 CHS in accordance with requirements as identified in [EXHIBIT A: TECHNICAL REQUIREMENTS](#). The Contractor shall provide help desk and call center service in accordance with [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

26. SAAS SUBSCRIPTION SUPPORT

The Contractor shall ensure that Support is provided by the software manufacturer, 24 hours a day, 7 days a week, through the term of the Agreement:

Website: www.nga911.com

E-mail: 988Support@nga911.com

Phone: 833-642-0190 (833-NGA-0190)

27. CANCELLATION PROVISIONS

The Cal OES may exercise its option to terminate the resulting Agreement at any time with 30 calendar days prior written notice.

28. FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Telecommunication, clause 27, Termination for Default.

29. SECURITY AND DATA PROTECTION REQUIREMENTS

The Cal OES must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM)

Section 5305.8, Contractor must comply with the [EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE \(SAAS\) SPECIAL PROVISIONS - TELECOMMUNICATIONS \(Rev. 05/03/2021\)](#) requirements.

The host Cloud provider must provide **FedRAMP High Certification**, plus, meet the additional requirements found in SAM and CA Statewide Information Management Manual (SIMM).

30. BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Contractor shall be limited to two (2) months of back billing including any reconciliation effort, on all services and functionality ordered under the Contract. Invoices presented more than 12 months after the formal acceptance of the service or functionality will not be considered valid and shall not be paid.
2. The Contractor shall reconcile incorrect invoices within 30 calendar days from the date of notification by CA 9-1-1 Branch of the discrepancy. CA 9-1-1 Branch shall suspend all current charges when unresolved disputed items extend beyond 90 days. Remittance shall resume to include any outstanding payments, upon resolution.
3. The Contractor shall issue invoices to CA 9-1-1 Branch for only those milestone services after system testing and acceptance, as agreed by CA 9-1-1 Branch. The NRC and the MRC shall be on separate invoices.
4. The Contractor shall render invoices for total monthly service charges following the month for which the charges accrue. Monthly service billing shall only be billed in full month increments after service has been rendered.
5. The Contractor shall provide invoices under this Contract in accordance with the CA 9-1-1 Branch Operations Manual. All invoices submitted to the CA 9-1-1 Branch as a result of this Contract will be billed separately from other charges the Contractor may currently be billing.
6. Payment for services performed under this contract shall not exceed the rates listed in EXHIBIT B - COST WORKSHEETS. It shall be the CA 9-1-1 Branch NG 9-1-1 Manager's sole determination as to whether a service has been successfully completed and is acceptable.
7. Submit electronic invoices with reference to the Contract number to:

Email: CA911Invoicing@caloes.ca.gov California Governor's Office of Emergency Services

Public Safety Communications

Attention: CA 9-1-1 Branch 9-1-1 Reconciliation Unit

601 Sequoia Pacific Blvd., MS9-1-1 Sacramento CA 95811

8. The Contractor costs related to items such as travel or per diem are costs of the Contractor and will not be paid separately as part of this Contract.

9. In accordance with Public Contract Code, §12120 and §12112, the State will withhold twenty percent (20%) payment of the Monthly Recurring Charge (MRC) until 100% of the contract requirements are met and accepted by the State.

If 100% of the contract requirements for MRCs can be met and accepted by the State within one (1) year from contract award, the Contractor may request the State to release the 20% payment withhold. If 100% of the contract requirements are not met and accepted by the State within one (1) year from contract award, the 20% payment withhold will not be released to the contractor.

The contractor may not submit an invoice for a 20% payment withhold retained by the State for a previous year.

31. BUDGET CONTINGENCY CLAUSE

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/ micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.
2. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, CA 9-1-1 Branch shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
3. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CA 9-1-1 Branch shall have the option to either cancel this Contract with no liability occurring to the CA 9-1-1 Branch, or offer an amendment to the Contract to reflect the reduced amount.

32. INSURANCE REQUIREMENTS

1. Commercial General Liability

Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:

Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Contract. Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000. The State of California, its officers, agents, and employees are to be covered as additional insured with respect to liability arising out of work or operations.

2. Workers’ Compensation and Employer’s Liability

Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than

\$1,000,000 per accident for bodily injury or disease. Policy shall be endorsed to include a waiver of subrogation in favor of State of California.

33. GLOSSARY OF TERMS

TERM/ ACRONYM	DEFINITION
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over NG9-1-1 Network.
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. “State entity” does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
Aggregation	The services needed to receive 9-1-1 traffic from an OSP and deliver to the correct Core Service Provider.

TERM/ ACRONYM	DEFINITION
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Call	A conversation or communication using voice, text, or video with common communication systems.
Call Handling System	Call Handling Services (CHS) shall be an Evergreen Native Cloud based or Data Center based service that shall support all 9-8-8 call handling and call flow elements and shall not compromise the ability to support NENA i3 and the ability to deliver the call to the 9-1-1 PSAPs or 9-8-8 MHCCs. Call Handling Services shall also provide a Customer Relationship Manager (CRM) software application for use by the 9-8-8 MHCCs in support of administrative functions
Certificate of System Readiness Form	Contractor shall complete the acceptance test plan and authorization checklist as defined in the contract Section 9.3 Ongoing Acceptance Testing criteria. The Certificate of System Readiness Form will be signed by the Contractor and approved by CA 9-1-1 Branch for the acknowledgement of satisfactory system performance.

TERM/ ACRONYM	DEFINITION
Commercial Off The Shelf Software (COTS)	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contractor	The bidder who is awarded the 9-8-8 CHS contract.
Custom solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.

TERM/ ACRONYM	DEFINITION
Dedicated	All components and software that are used to support NG9-1-1 traffic in California, must meet the requirements of this RFP and the needs of California at any instance in time.
Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State.
Evergreen Native Cloud Solution	A solution that includes the computing power, network, storage, and security that supports current needs and scales to support future needs. The solution shall include modern tools and techniques to support application development, updates, security patches, and frequent changes without impacting service delivery and without additional costs to the State.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/ workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Modified Off The Shelf (MOTS)	MOTS product – Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.

TERM/ ACRONYM	DEFINITION
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Point of Interface (POI)	Placed in a location that meets the needs of OSPs and provides the interfaces needed to accept 9-1-1 traffic from the OSP and deliver that traffic to aggregation over an NG9-1-1 trunk service.
Prime Network Service Provider	The bidder who is awarded the NG9-1-1 Services – Prime contract. The Prime Network Service Provider may also be referenced as the Contractor.
Project/ Transitional Requirements	Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Region	One of four areas in California, defined Northern Region (163 PSAPs and 7,492,162 Yearly number of calls); Central Region (110 PSAPs and 4,918,909 Yearly number of calls); Los Angeles Region (79 PSAPs and 8,514,105 Yearly number of calls); Southern Region (89 PSAPs,6,929,512 Yearly number of calls)
Regional	A large scale 9-1-1 project that meets both of the following conditions: 1) More than on PSAP, or single PSAP that dispatch multiple agencies. 2) Has a total call volume of greater than 1,000,000 calls per year.

TERM/ ACRONYM	DEFINITION
Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/ transitional requirements.
Statement of Work (SOW)	A written description of work to be performed under a contract to satisfy the State's needs. It can include what is to be done, when, where, and how plus define the roles and responsibilities of the State and the contractor. Sometimes referred to as scope of work.
TD288	A "COMMITMENT TO FUND" form, from the State of California, California 9-1-1 Emergency Communications Office (9-1-1 Office) to 9-1-1 offices to provide a pre-approval for 9-1-1 equipment and services funding to agencies.
Transitional/ Project Requirements	Transition/ Project requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
User	Someone that has been authorized to access the 9-8-8 CHS. The level of access provided to each user is based on Authorization Levels for MHCC personnel, California Health and Human Services (CHHS) personnel, and Cal OES personnel. User access shall only be authorized by the Cal OES Project Manager or their designee.

EXHIBIT B - TECHNICAL REQUIREMENTS

EXHIBIT A
Narrative Requirements

Requirement	Contractor must provide a written narrative for the requirements noted in Exhibit A.0 and include with its Final Bid Submission in accordance with Section 6, Proposal/Bid Format and Submission Requirements	CHS Provider Agrees to meet requirement as listed and in the response YES/NO	Response Points
A.0.1	The Contractor shall provide the leadership, project management, and support needed to perform all tasks associated with this service at no additional cost to the CA 9-1-1 Branch or the MHCC. This will require the Contractor to work with each MHCC, current and future 9-8-8 governance structures, Cal OES, and the NG 9-1-1 service providers for the design, build, implementation, coordination, deployment, testing, training, operations, and support of the 9-8-8 CHS. Describe how the contractor will meet this requirement for all aspects of the project. Description shall include the process used by the Contractor to ensure all subcontractors perform the work in alignment with contract and examples of work in other states similar to this project.	Yes	125
A.0.2	Describe the key project success factors. The description must include challenges and mitigation strategies that may impact the project's critical path. The description shall include how the contractor will support parallel paths rather than a serial deployment and development approach.	Yes	150
A.0.3	Describe the deployment plan and implementation schedule. Description shall include timeline needed for development of 9-8-8 CHS, gathering data, formatting data, testing the solution in the CA 9-1-1 Branch NG 9-1-1 lab, and implementing solution at the MHCC. Describe how the service will implement a maintenance strategy and system readiness testing prior to cutover to ensure that the system complies with SOW and Exhibit A.	Yes	50
A.0.4	Describe how the Training plan will be developed, validated and implemented to support the 9-8-8 CHS. Description shall include the timeline needed for development, testing and implementation of the training needed to support the SOW and Exhibit A. Description shall include how the training will be tailored to meet the needs of MHCCs (system administrators and counselors), CalOES, and DHCS. Description shall include the different types of training to support configurations, CRM, and all aspects of the 9-8-8 CHS.	Yes	50

EXHIBIT A
 Narrative Requirements

Requirement	Contractor must provide a written narrative for the requirements noted in Exhibit A.0 and include with its Final Bid Submission in accordance with Section 6, Proposal/Bid Format and Submission Requirements	CHS Provider Agrees to meet requirement as listed and in the response YES/NO	Response Points
A.0.5	Describe how 9-8-8 CHS shall comply with data security requirements with respect to cyber security and the sensitivity of the data accessed, stored, and delivered by the 9-8-8 CHS. Description shall include how the system protects data (personally identifiable information, confidential data, HIPAA, consumer and business information), complies with local, state and federal regulations, and ensures the data can only be accessed by authorized users.	Yes	25
A.0.6	Describe how the 9-8-8 CHS will transfer calls from 9-8-8 to 9-1-1 using the information available in the 9-8-8 call and describe how the 9-8-8 CHS will receive and route calls transferred from 9-1-1 to 9-8-8. Description shall include the call flow that is implemented in compliance with the NENA i3 standard and the PNSP interface control document. Description shall include how proprietary standards and or protocols are minimized within the proposed system and shall address any limitations that may result from those proprietary components. Finally, where the system utilizes customized solutions or proprietary solutions, the description shall identify the standard or protocol substituted and provide a descriptive narrative for any proprietary part of the solution needed to satisfy the SOW and technical requirements. Failure to disclose any proprietary interfaces, patents, and any other interface assumption needed to support any part of the SOW or Exhibit A could result in a non-compliant bid and may result	Yes	150

EXHIBIT A
 Narrative Requirements

Requirement	Contractor must provide a written narrative for the requirements noted in Exhibit A.0 and include with its Final Bid Submission in accordance with Section 6, Proposal/Bid Format and Submission Requirements	CHS Provider Agrees to meet requirement as listed and in the response YES/NO	Response Points
A.0.7	Describe how the CRM will support Exhibit A and the SOW. Description shall include how the CRM will support the needs of the MHCC and any additional features and capabilities included (at no additional charge to the state or the MHCC).	Yes	150
A.0.8	Describe how the 9-8-8 CHS solution shall support an interface for text and chat with Vibrant and Crisis Text Line (741741). Description shall include how the contractor will work with Vibrant and Crisis Text Line to implement the solution and shall include how chats and texts can be accessed simultaneously.	Yes	100
A.0.9	List the CHS and CRM technical requirements from Exhibit A that require development. The description shall include the development effort with an estimated completion time. Failure to disclose development efforts could result in a non-compliant bid and may result in material breach of contract. Disclosing development efforts will not result in a non-compliant bid. Any requirements not identified in the response shall be ready to deploy when the contract is signed.	Yes	50
A.0.10	Describe the ability of the 9-8-8 CHS to support the advanced ACD functions including but not limited to the ability to support processing calls from different sources (9-8-8 or admin), and directing calls to available counselors with the appropriate skill sets. Description shall include how the 9-8-8 CHS integrates IVR with ACD to meet the needs of the MHCCs that may not be known until a needs analysis is completed.	Yes	150
	TOTAL		1000

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Interface Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.1.1	CHS shall include a Graphical User Interface (GUI) that allows MHCC and/or counselor to personalize the CHS screen layout.	Yes
A.1.2	CHS shall utilize the interface developed by the PNSP and the CA 9-1-1 Branch for 9-8-8 transfers to the NG 9-1-1 System. For these transfers, the 9-8-8 system will function like an Originating Service Provider and will connect into the PNSP Aggregation point of interface.	Yes
A.1.3	CHS shall support a NENA i3 compliant interface to NG 9-1-1 system for all 9-8-8 calls, chats, and text that must be transferred to the NG 9-1-1 system.	Yes
A.1.4	CHS shall connect to analog or digital audio interface devices at the MHCC to support consistent audio levels from all sources at the MHCC.	Yes
A.1.5	CHS shall interface with 9-8-8 trunks delivered to the MHCCs by the National 9-8-8 system and provide signaling response needed by National 9-8-8 system. CHS shall interface with all administrative telephone lines, ring down lines, business lines, PRI with help-seeker ID, intercom, paging, local control circuits, PBX (IP or legacy), or Centrex, etc. with help-seeker ID configured within the CHS at their MHCC for all 9-8-8 related calls and all other all types received at the MHCC.	Yes
A.1.6	CHS shall support the interface developed by PNSP as directed by the CA 9-1-1 Branch for delivery of all 9-1-1 traffic that is transferred to 9-8-8 and must support the NENA i3 standard.	Yes
A.1.7	CHS shall interface with CA 9-1-1 Branch's call data record solution via NENA i3 logging standard, or the CA 9-1-1 Branch defined XML standard.	Yes
Requirement	Mandatory CHS Interface Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.1.8	CHS shall receive location from NG 9-1-1 system for all transfers to 9-8-8 and deliver to the correct MHCC based on URI provided by the PNSP as directed by the CA 9-1-1 Branch. For any 9-8-8 transfers between MHCCs, the transfer shall route to the correct MHCC based 988 URI as defined in NENA i3. CA 9-1-1 Branch shall maintain the database for updated GIS files in a NENA i3 compliant format via secure file or secure web interface. These shape files include 9-8-8 boundaries, 9-1-1 boundaries and the support of the URIs needed to route 9-8-8 and 9-1-1 calls consistent with the NENA i3 and other applicable standards.	Yes
A.1.9	CHS shall interface with the peripheral equipment configurations already in place at each MHCC: GIS, radio, logging recorder, CAD, etc. as well as all future peripheral equipment, at no additional cost to the state.	Yes
A.1.10	CHS shall provide a SIPREC compliant interface for on site logging recorder at the MHCC.	Yes
A.1.11	CHS shall interface with the State PSAP Credentialing Agency (PCA), the top-level certificate authority for NG9-1-1 in California, by the PNSP for all NG 9-1-1 interfaces.	Yes
A.1.12	CHS shall capture the caller ID of the help-seeker from any non 9-8-8 line or 9-8-8 line if provided by the originating service provider and not blocked by the help-seeker.	Yes
A.1.13	CHS shall develop a Basic API that aligns to cost workbook SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW requirements.	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS Interface Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.1.14	CHS shall develop an intermediate API that aligns to cost workbook element A.3.9 at the request of the MHCC with direction from Cal OES to support a one time 3-6 month API development outside of SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW requirements.	Yes
A.1.15	CHS shall develop a Complex API that aligns to cost workbook element A.3.10 at the request of the MHCC with direction from Cal OES to support a one time 6-9 month API development outside of SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW requirements.	Yes
A.1.16	CHS shall utilize the NENA Enhanced PSAP Registry and Census API to obtain PSAP contact telephone numbers for out-of-area PSAPs when handling calls from help-seekers located outside the State of California. The EPRC is to be used for 9-8-8 calls that are handled or received in, or handled on the behalf of, the State of California. The EPRC may not to be used by 9-8-8 centers outside of the State of California, or for 9-8-8 calls handled on behalf of other states.	Yes
A.1.17	CHS shall interface with call lines (other than 9-8-8) as requested by the MHCC, including but not limited to administrative processes including billing, customer support, etc. for any activities that occur in California.	Yes
A.1.18	CHS shall interface via API to allow the sharing of MHCC defined data between applications in near real time, which is defined as no greater than 15 seconds after provided by data source.	Yes
A.1.19	CHS shall interface with email system to generate an email based on MHCC selected attributes.	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS Interface Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.1.20	The CHS shall be able to interface with the chat session and provide the IP address of a help-seeker who is contacting the MHCC via chat or video.	Yes
A.1.21	CHS shall interface between the CHS Cloud instance and the MHCC via either internet or 9-8-8 circuits as defined in cost workbook.	Yes
A.1.22	CHS shall interface between the CHS Cloud instance and other connection points using 9-8-8 circuits and a CA 9-1-1 Branch approved connectivity plan.	Yes
A.1.23	CHS shall interface with Crisis Text Line (CTL) that includes, but is not limited to supporting the following: SMS gateway with JSON payload, secure authentication mechanism that supports a retry mechanism, wait time with configurable retries, configurable service status API, encryption for PII payload at rest and in transit, ingest, parse and store escalation data in JSON format, REST API failure mechanism that returns success and error codes with descriptive messages, and other parameters defined by CTL.	Yes
A.1.24	CHS shall provide IP phones that interface with the CHS and CRM.	Yes
A.1.25	CHS shall deliver text and chat to MHCC URI based on ZIP code provided to CHS from National 9-8-8 system.	Yes
A.1.26	CHS shall receive Spanish 9-8-8 calls on dedicated trunk from National 9-8-8 system and present to counselor with appropriate skill set.	Yes
A.1.27	CHS shall receive calls from National 9-8-8 system and direct call to available counselor at MHCC and provide failover to available counselors at another MHCC.	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.2.1	CHS shall generate Call Detail Record (CDR) automatically, and store all available information pertaining to all 9-8-8 traffic, on a server that allows access by or connectivity for state-wide reporting purposes.	Yes
A.2.2	CHS shall provide automatic call distribution (ACD), configurable by the MHCC. ACD functionality shall support interactive voice response (IVR)	Yes
A.2.3	CHS shall require users to manually log-on with a username/password combination. Two factor authentication must be provided as an option at no additional cost. Password parameters shall be flexible to meet MHCC needs. CA 9-1-1 Branch will validate two factor authentication method. MHCC shall have administrative rights controlling all account credentialing.	Yes
A.2.4	CHS shall include audio, text, and video logging recording in the cloud. Recording shall include separate recordings for operator and help-seeker. The default mechanism shall be no recording of calls, text, and chat unless directed by the MHCC. Shall include active recording methodology of all circuits and positions via NENA i3 compliant SIPREC.	Yes
A.2.5	CHS shall provide end-to-end encryption for all recordings, including voice, text, and video. Access to all recordings shall be controlled by the MHCC that owns the recording.	Yes
A.2.6	CHS shall store all audio and video recordings in the cloud. Storage term shall be configurable by the MHCC for up to 180 days. System shall allow MHCC to auto-download data at MHCC defined intervals or as one time downloads. CHS shall also provide downloadable access and interface to the MHCC for local storage.	Yes
A.2.7	CHS solution shall not cap the amount of storage needed to support any of the functional requirements.	Yes
A.2.8	CHS shall support instant recall recorder (IRR) play back of the recording of any call from an assigned workstation. The IRR shall interface with the existing operating environment within the MHCCs. The default mechanism shall be no recording of calls, text, and chat unless directed by the MHCC.	Yes
A.2.9	CHS shall provide the MHCC with configurable recording retention for IRR. System shall provide a minimum of 8 hours of talk time.	Yes
A.2.10	CHS shall deliver help-seeker ID during a transfer from a 9-8-8 line to any non-9-8-8 line.	Yes
A.2.11	CHS shall allow for a visual display of the help-seeker's telephone number and it shall be viewable at the workstation.	Yes
A.2.12	CHS shall accept, display, and send text to 9-8-8 translations, including languages with non-English characters.	Yes
A.2.13	CHS shall support the current operational needs of the MHCC as identified in the 9-8-8 standards and the SOW.	Yes
A.2.14	Any CHS system failure within an active operational component shall result in no loss of service or capability.	Yes
A.2.15	CHS shall deliver location information to connected systems and mapping applications via an IP connection and/or serial connection when location is available.	Yes
A.2.16	workstation.	Yes
A.2.17	from the PNSP, including the delivery of accurate emergency calling party location information for all 9-1-1 traffic that is transferred to 9-8-8.	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.2.18	CHS shall update the location of the help-seeker based on information gained either from the help-seeker or from a message that is pushed to the help-seeker via SMS that returns the location of the help-seeker provided the help-seeker's device supports the capability.	Yes
A.2.19	CHS shall provide abandoned call detail	Yes
A.2.20	CHS shall incorporate accurate time synchronization. Shall compare CHS and CRM clock with the PNSP stratum 0 clock in UTC format.	Yes
A.2.21	CHS shall define a list of phone numbers that can be entered into the solution and be routed to a specific position or login credential to support local 9-8-8 system testing.	Yes
A.2.22	CHS shall provide one-button callback functionality.	Yes
A.2.23	CHS shall provide complete call progress detection including but not limited to idle, ringing, dial tone, ringback, and busy.	Yes
A.2.24	CHS shall provide configurable outbound caller-ID, chat-ID, and text-ID.	Yes
A.2.25	CHS shall return signaling required to the National 9-8-8 system to indicate that the MHCC is not able to answer the 9-8-8 call and shall support rollback to the National 9-8-8 system AND rollover to another MHCC that is programmable by the MHCC.	Yes
A.2.26	CHS shall provide automated abandoned call-back and text-back	Yes
A.2.27	CHS shall have one button transfer capability to PSAPs and MHCC using a URI, configurable upon request. CHS shall transfer 9-1-1 calls to all CA PSAPs, off-net PSAPs, as well as to other states in the US. CHS shall provide transfer capability to all 9-8-8 centers in California	Yes
A.2.28	CHS shall provide local conferencing consisting of six (6) or more internal and/or external parties (including originator). The system's conferencing functionality shall allow the conference call to continue when the originating calling party disconnects and shall provide audible notification to the caller during transfers, or when establishing conference bridge.	Yes
A.2.29	CHS shall provide distinct audible ringing options	Yes
A.2.30	CHS shall provide speed dial functionality for both hold conference and no-hold conference for all 9-8-8 call types (calls, text, chat)	Yes
A.2.31	CHS shall allow counselor muting capability at all times during the call.	Yes
A.2.32	CHS shall support TDD/TTY functionality until no longer required by the FCC and upon the direction of the CA 9-1-1 Branch.	Yes
A.2.33	CHS to provide an on-line reference manual, users manual, help guide, live chat, or similar feature to MHCC. All reference materials shall be continually updated to reflect CHS system updates and new functionality. All reference materials shall be searchable by keyword and easily navigable and shall provide a guided call experience to assist counselors.	Yes
A.2.34	CHS shall allow the user logs in as ready and shall allow counselors to set availability.	Yes
A.2.35	CHS shall allow a designated user to restore to last saved screen layout as well as default screen layout while making modifications.	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.2.36	CHS shall display the information of at least the last 10 calls released at the answering workstation, configurable by the MHCC	Yes
A.2.37	CHS shall provide the user with call holding as well as call parking (exclusive/non-exclusive hold) capability	Yes
A.2.38	CHS shall provide users with appropriate system permissions the ability to silently listen to another user's telephone conversation from their workstation. Such action shall not cause any audio or visual disturbance at the monitored answering station. Shall provide counselor to select which parties in a bridge can be heard by the counselor, but not by the help-seeker	Yes
A.2.39	CHS shall provide supervisors or authorized users to barge into an existing call with one click functionality	Yes
A.2.40	CHS shall provide users with appropriate system permissions to temporarily remove themselves from a ring group (call queue) in order to conclude a previous call or perform other tasks, while remaining logged on. (ready/not-ready)	Yes
A.2.41	CHS shall enable two-way communication with the 9-8-8 help-seeker's device for push/pull notifications and text from 9-8-8 provided the user's device supports the functionality.	Yes
A.2.42	CHS shall present historical details linked to the calling number. This feature shall accommodate information that call-takers have saved from previous calls, but should also include system generated (machine learned) information, and MHCC defined information.	Yes
A.2.43	CHS shall ingest and display any third party or State provided data via API within 6 months of notification from the CA 9-1-1 Branch.	Yes
A.2.44	CHS shall be a browser based solution or application that can operate on any standard PC and shall work on a CA 9-1-1 Branch approved web browser based on system performance and security requirements. CHS shall prevent user from inadvertently closing CHS during a live call, chat or text.	Yes
A.2.45	CHS shall provide role and skillset based profiling for counselors, and functionality to change roles without requiring logout and sign in. This includes but may not be limited access to administrative lines.	Yes
A.2.46	CHS shall support maximum 10 second system operation start-up from the time user ID and password are entered.	Yes
A.2.47	CHS shall provide MIS functionality and shall provide counselor details and log the details of the calls needed to comply with National 9-8-8 system, MHCC requirements and state requirements. CHS shall provide remote access to MHCC defined MIS metrics.	Yes
A.2.48	CHS shall interface with a universal log in service at MHCC if available. Universal log in shall apply across CHS, CAD, CRM, or other platforms as specified by the MHCC, and support where available.	Yes
A.2.49	CHS shall provide status indication ("ready/not ready/wrap up") at the workstation level, number of status states to be configurable by MHCC.	Yes
A.2.50	CHS shall allow MHCC personnel to play back a pre-recorded MHCC message during the 9-8-8 call, text or chat	Yes
A.2.51	CHS shall provide reader boards to MHCCs upon request. The reader board shall include but not be limited to real-time monitoring of calls, length of ongoing calls, the counselor handling the call, the ANI (phone number) of the help seeker, help seeker name, the line the help seeker called (whether 9-8-8 or a non-9-8-8 line), and ACD attributes based on input provided by MHCC.	Yes
A.2.52	CHS solution shall provide an integrated mapping application	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.2.53	CHS shall ensure MHCC personnel are trained on use of functions of the new technology platforms to support 9-8-8 interactions. CHS shall provide training that meets the requirements of the National 9-8-8 program, local training requirements, and state training requirements. Training shall be recorded and accessible 24/7/365.	Yes
A.2.54	CHS shall support call monitoring and agent training by utilizing emerging technology capabilities (including but not limited to Artificial Intelligence/Machine Learning, etc.)	Yes
A.2.55	CHS shall support call recording, activity logging, monitoring, alerting and auditing for compliance and investigations completed by the MHCC.	Yes
A.2.56	CHS shall support compliance with all applicable regulatory requirements for data security and privacy and shall restrict access to any Protected Health Information (PHI) and Personal Identifiable Information (PII) data in compliance with HIPAA	Yes
A.2.57	CHS shall protect data to ensure effective access controls are implemented for the protection of consumer and business information. All data is the property of the MHCC and only users authorized by the owning MHCC shall be able to access it.	Yes
A.2.58	CHS shall support the train the trainer needs of the MHCC end users/call center staff.	Yes
A.2.59	CHS shall support the train the trainer needs of the MHCC technical staff including but not limited to system and database administrators, programmers, and support analysts.	Yes
A.2.60	CHS shall support the workflow interactions and system integration with the Mobile Crisis Response Units as these units are activated.	Yes
A.2.61	CHS shall provide MHCC Workforce Management capabilities to effectively staff and deliver services. CHS shall provide shift scheduling by forecasting contact volume based on historical trends.	Yes
A.2.62	CHS shall allow supervisors and managers to schedule shifts and have the option to force log-out counselors after hours.	Yes
A.2.63	CHS Authorization and authentication configuration settings should be applied and managed by administrators without requiring developer support.	Yes
A.2.64	CHS shall support remote call taking. Volunteer staff and counselors must be able to work on-premise or remotely using the CHS without degradation in ability to meet the needs of the help-seeker. Remote users accessing the CHS or CRM via user provided connection shall be responsible to provide minimum of 10 Mbps of reliable throughput.	Yes
A.2.65	CHS ACD shall provide a direct callback for the appropriate PSAP when 9-8-8 disconnection occurs during an Emergency situation. The call to the PSAP shall be routed as a priority 9-1-1 call.	Yes
A.2.66	CHS ACD shall provide a clear indication of incoming calls and shall differentiate the call type. The notification shall provide the MHCC to select visual and / or audio cues.	Yes
A.2.67	CHS ACD shall be routable by first available agent, broadcast, round robin, or skill-based queues, and must be routable to more than one agent at a time.	Yes
A.2.68	ACD shall include an auto attendant that can be used for non-9-8-8 calls. Help-seekers can select a path out of a list of options input will then route the call to the appropriate team / agent.	Yes
A.2.69	CHS ACD shall be prioritizable based on attributes, including call source (where 9-1-1 transfer to 9-8-8 receive highest priority, 9-8-8 the next highest)	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.2.70	CHS ACD shall align call types with counselors based on counselor availability and counselor capability using IVR.	Yes
A.2.71	CHS AI should respond to keywords and assist counselors by pushing live coaching pop-ups, enabling counselors to provide real-time supplemented support to the help-seeker.	Yes
A.2.72	CHS ACD shall provide counselors to choose to accept incoming calls, route them on to the next available responder, route to counselors based on skill level or severity of need using IVR.	Yes
A.2.73	CHS shall allow supervisors to direct help-seekers to either a specific counselor, a voicemail, and to a pre-programmed message.	Yes
A.2.74	CHS shall prompt the counselor to obtain transfer exchange information from the help-seeker in case the call is ended prematurely when transferring.	Yes
A.2.75	CHS shall support outbound calls in case of emergencies and follow ups.	Yes
A.2.76	CHS shall present automated legal disclaimers to help-seekers at the start of an encounter.	Yes
A.2.77	CHS shall prompt help-seeker to complete survey after an interaction has ended based on MHCC selection that asks the help-seeker to rate their satisfaction with the experience.	Yes
A.2.78	CHS shall enable MHCC to select that help-seekers submit a post-encounter survey that can be used to improve MHCC performance.	Yes
A.2.79	CHS shall provide an emergency situation for counselors to reach out to a team member via internal messaging while maintaining interaction with help seeker.	Yes
A.2.80	CHS shall support the operational capacity for MHCC to report to a dropped call to 9-1-1 based on policy developed by MHCCC and the PSAP with approval of CA 9-1-1 Branch.	Yes
A.2.81	CHS shall integrate with language translation service provided by an outside source when counselor and help seeker do not share a common language.	Yes
A.2.82	CHS shall support Visual IVR to assist with routing of members of the deaf community to counselors.	Yes
A.2.83	CHS shall have both speed dial and a dial pad on soft- and hardphones upon request from the MHCC.	Yes
A.2.84	CHS shall support all elements of NENA i3 needed to support transfers to 9-1-1 and to receive transfers from 9-1-1. Any components that are implemented within the CHS shall not compromise the ability to support NENA i3 and the ability for the PNSP to deliver the call to the PSAP for 9-1-1 transfers.	Yes
A.2.85	CHS shall flag, create, and send out mis-routed 9-8-8 call reports electronically for all calls transferred within the CHS.	Yes
A.2.86	CHS shall provide real-time speech-to-text transcription with keyword search for phone call sessions	Yes
A.2.87	CHS shall provide IVR functionality to determine when caller is upset and alert supervisor	Yes
A.2.88	CHS shall allow counselor to virtually raise their hand and select a list of choices to alert a supervisor	Yes
A.2.89	CHS shall not allow a blind transfer from either 9-1-1 or 9-8-8	Yes
A.2.90	CHS shall provide an interface that allows a supervisor or administrator to define skillsets, abilities, risk level ability, and allowable call type for counselors.	Yes
A.2.91	allow the MHCC to automatically determine what to do with the call.	Yes
A.2.92	CRM and CHS shall support desktop recording and keystroke logging.	Yes
A.2.93	CRM shall provide lookup function retrieve help seeker name using caller ID.	Yes
A.2.94	Any functional requirement that is identified as CHS or CRM may be applicable to both and shall not be used as a restriction or excuse to exclude the functionality.	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS System Monitoring Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.3.1	CHS shall provide near real-time (as required to support all SLAs) performance data, and dashboard data to be monitored by CA 9-1-1 Branch and MHCCs.	Yes
A.3.2	Performance data shall include documented Mean Time Between Failure (MTBF) or Mean Time To Repair (MTTR) that may impact the availability of the system to deliver traffic	Yes
A.3.3	Technical Service Bulletin (TSB) shall be provided to CA 9-1-1 Branch and MHCC for any update, patch, or bug fix.	Yes
A.3.4	Contractor shall establish a network operation center (NOC) that includes but is not limited to alarming, reporting, monitoring, managing, and supporting CHS on a 24/7/365 basis, down to the workstation level for all equipment and services required to support Exhibit A and SOW provided by the Contractor.	Yes
A.3.5	Contractor shall provide trouble ticket log that is visible to CA 9-1-1 Branch, originating MHCC, and PNSP 24/7/365	Yes
A.3.6	CHS shall support trouble ticket ebonding with PNSP, and shall maintain trouble ticket ebonding	Yes
A.3.7	The CHS solution shall provide a dashboard to display and report the health of the CHS solution. The dashboard will monitor the health of the CHS solution and any MHSS equipment to ensure that SLAs are being met. Monitoring shall be real time or near real time.	Yes
A.3.8	CHS shall be subject to CA 9-1-1 Branch approved or contracted third party verification to ensure cloud/data center space and resources have been properly dedicated to California and meet physical and cyber security requirements.	Yes
A.3.9	Contractor shall notify the CA 9-1-1 Branch when any stop-clock condition exists, within 60 minutes of stop-clock discovery.	Yes
A.3.10	CHS shall log security events such as failed attempts at log-in to identify potential individuals trying to achieve unauthorized access to the system.	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.1	CHS and CRM shall be deployed as a geographically diverse interconnected platform, housed within a minimum of two Tier 3 or better data centers or as a native cloud solution within CONUS, and as a dedicated service to California with demonstrated capability that provides 99.99% availability and is not subject to downtime due to other deployments of the solution.	Yes
A.4.2	Any cloud instance that is used to house the CHS shall be designed in a redundant, survivable manner and have multiple geographically diverse connections to the PNSP for any transfers to 9-1-1 from 9-8-8.	Yes
A.4.3	CHS shall be IP-based and shall fully comply with current and future NENA i3 standards for all transfers to and from NG9-1-1.	Yes
A.4.4	CHS shall utilize end-to-end IP connectivity (NG9-1-1 trunk), procured by CA 9-1-1 Branch from the PNSP with a minimum of two diverse connections to each POI for all transfers to 9-1-1.	Yes
A.4.5	CHS shall interface with PNSP at a minimum of two (2) logically and physically diverse continental United States locations and support 99.99% availability as defined by CA 9-1-1 Branch for all 9-1-1 transfers to 9-8-8.	Yes
A.4.6	CHS shall be verified through testing at the CA 9-1-1 Branch NG9-1-1 Lab prior to issuing SOW to the MHCC for purchase. Testing will be conducted by the Contractor in conjunction with the CA 9-1-1 Branch and representation from the MHCC. Lab test results shall be provided to the CA 9-1-1 Branch upon request. The CA 9-1-1 Branch shall be the owner of all reports.	Yes
A.4.7	All updates, fixes, upgrades, patches, etc. shall be executed in the cloud and pushed out to each MHCC in a manner consistent with cloud-based software as a service.	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.8	All updates, fixes, upgrades, patches, etc. shall be deployed in the cloud, ensuring that 100% of the MHCCs are operating on the same cloud software and firmware version. Maximum 15 calendar day soak period for first customer application.	Yes
A.4.9	All updates, at the discretion of and coordinated by the CA 9-1-1 Branch, shall be tested and accepted in the CA 9-1-1 Branch NG9-1-1 Lab prior to deployment at the MHCC.	Yes
A.4.10	All updates that have been tested and accepted by the CA 9-1-1 Branch NG9-1-1 Lab shall be deployed at all MHCCs supported by the Contractor within 14 calendar days of successful testing. This includes CHS that may have been tested and accepted by the CHS manufacturer working with the CA 9-1-1 Branch, independent of the contractor.	Yes
A.4.11	CHS software shall, within 30 minutes of notification by the CA 9-1-1 Branch, roll back to prior version if updates or patches cause unintended failures or performance problems at the MHCC.	Yes
A.4.12	Workstations shall support the minimum memory and processing capability to support MHCC software and shall be equipped with all necessary audio and video interface equipment, including but not limited to: keyboard, mouse, speakers, audio integration device, keypad dialer, arbitrator, and minimum 22 inch flat panel monitors or laptop based equivalent.	Yes
A.4.13	Workstation, along with any other Contractor supplied peripheral hardware at each workstation shall be replaced every five (5) years, at minimum. MHCC is eligible for full system training at this time.	Yes
A.4.14	Bidder shall supply MHCC with monitor at a minimum of 22" and a maximum of 50"	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.15	If no PNSP network degradation is present, all audio input/output from the CHS shall meet MOS score requirements. At five (5) minute intervals, via third party verification, 99% of the MOS measurements shall exceed 2.6 and 90% shall exceed 3.8. Degradation caused by PNSP network shall not impact CHS MOS score.	Yes
A.4.16	CHS hardware components installed at the MHCC shall be nonproprietary, with the sole exception of audio control devices, and shall support standard hardware interfaces.	Yes
A.4.17	CHS shall include a workstation UPS and shall provide a minimum of 15 minutes of power to each workstation. CHS provider shall provide 2 hour backroom UPS.	Yes
A.4.18	All workstations and workstation peripherals shall be supplied by the Contractor and supported at the workstation: auxiliary keypad dialers, arbitrators, keyboard, mouse, and headset box. Any workstation used to access the system that is not supplied by the Contractor shall not be supported by the Contractor.	Yes
A.4.19	CHS shall not provide public internet at the MHCC. CHS shall ensure that any public data source is connected via a secure, controlled interface at data center/cloud. At a minimum the connection should address application layer inspection, secure flows, intrusion prevention, and intrusion detection.	Yes
A.4.20	Contractor shall provide cabling at install, which may include cable paths through floors, walls, and ceilings.	Yes
A.4.21	Cloud native solution shall utilize a cloud service provider that holds a verified FEDRAMP high certification. Data center solution shall utilize a geographically diverse interconnected platform, housed within a minimum of two Tier 3 or better data centers.	Yes
A.4.22	CHS shall ingress, handle, and display all incoming 9-8-8 traffic and supplemental information (i.e. location and/or help-seeker information) in a manner that is compliant with all NENA i3 standards where applicable	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.23	System availability shall be 99.99% regardless of the level of response required. CHS shall meet worst-case scenarios or dynamically expand without limitation of any physical onsite hardware, human intervention, or system resources (CPU, channels, etc.) during disasters or high demand events.	Yes
A.4.24	Contractor shall provide on-site technical support personnel to resolve technical issues at the MHCC for all equipment and services required to support Exhibit A and SOW.	Yes
A.4.25	CHS shall ingest and display Z coordinates from PNSP when they become available	Yes
A.4.26	CHS shall have secure connectivity, trust and identity, and threat defense from cloud or data center to the call-taking workstations	Yes
A.4.27	CHS shall be designed to industry standard and FCC best practices, including the NENA i3 standards where applicable	Yes
A.4.28	CHS shall utilize an open standards methodology where applicable.	Yes
A.4.29	Contractor shall ensure that proprietary standards and or protocols are minimized within the proposed CHS system. Where systems utilize customized solutions, the Contractor shall identify the standard or protocol substituted and provide a narrative with regard to meeting the NENA i3 requirement. CHS shall identify any patents that apply to the solution.	Yes
A.4.30	Cloud shall comply with NENA i3 cyber security standards and industry best practices for cyber security	Yes
A.4.31	CHS shall support BGP interfaces to PNSP and comply with the IP addressing scheme provided by CA 9-1-1 Branch	Yes
A.4.32	CHS shall implement new industry standards, including NENA i3 based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of 6 months.	Yes

EXHIBIT A
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Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.33	Cloud solution must include isolated, independent clusters of data centers located in close enough proximity to ensure extremely low latency (ability to perform synchronous data replication) and the ability for each cluster to continue operation in the case of a data center failure. Data center solution must be built in a fully redundant manner, where the loss of one data center does not affect the counselors functionality.	Yes
A.4.34	Data centers and/or data centers used in a cloud solution within a geographic area must have independent power infrastructure.	Yes
A.4.35	CHS shall recognize multiple calls originating from the same geographic area and will provide the MHCC with a solution to process the calls based on operational needs.	Yes
A.4.36	All servers, routers, firewalls, and other network elements at the MHCC shall have the current version or patch, deployed within 5 days of discovery of the need for updating.	Yes
A.4.37	All vendor supplied workstations shall have current operating system and software version, deployed within 30 days of discovery of the need for updating. CHS vendor shall allow MHCC to control the update schedule such that no more than 25% of the workstations are updated at the same time. CHS vendor shall also allow MHCC to set the update window based on operational needs.	Yes
A.4.38	All 9-8-8 and 9-1-1 traffic must be transferred using PNSP core services, per NENA i3 standards.	Yes
A.4.39	CHS solution shall not negatively impact the CJIS/CLETS certification of the network.	Yes
A.4.40	CHS shall geospatially transfer to any primary or secondary PSAP based on PSAP boundary file. CHS shall offer a preferred transfer PSAP using geospatial data.	Yes

EXHIBIT A
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Requirement	Mandatory CHS Technology Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CHS Provider Agrees to meet the Requirement YES/NO
A.4.41	CHS shall support data compression and other tools needed to meet bandwidth requirements.	Yes
A.4.42	CHS shall support a busy hour of 100 calls or less with a 10 Mbps connection. The busy hour calculations or an estimate shall be provided by Cal OES based on input from the MHCC.	Yes
A.4.43	CHS shall support a busy hour of 101 calls or more with a 50 Mbps connection. The busy hour calculations or an estimate shall be provided by Cal OES based on input from the MHCC.	Yes
A.4.44	CHS shall provide counselors chat services that include advanced chat features, including spell-check and hours of availability	Yes
A.4.45	CHS shall use encryption when PHI or PII are communicated over email.	Yes
A.4.46	CHS shall present chat and text to MHCC based on available counselors at the MHCC. This includes but is not limited to chats and texts that have no location information.	Yes
A.4.47	CRM and CHS shall store all data maintained by the system for 7 years unless otherwise noted in Exhibit A.	Yes
A.4.48	CRM and CHS shall support interface with Cal OES Data Information and Sharing (DIS) system based on NENA i3 EIDO standard and API developed by Cal OES DIS system.	Yes

EXHIBIT A
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Requirement	Mandatory CRM Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CRM Provider Agrees to meet the Requirement YES/NO
A.5.1	CRM shall populate when the counselor accepts a new call, the case management system should refresh and provide a clean form for data entry.	Yes
A.5.2	CRM shall track changes to data and configuration settings and all changes shall be traced to the date / time and individual responsible for the change.	Yes
A.5.3	CRM shall provide timestamp all relevant events including but not limited to call start, call end and other MHCC metrics.	Yes
A.5.4	CRM shall track request resolution.	Yes
A.5.5	CRM shall allow supervisors to view near real time metrics describing the performance of each line on a dashboard, without having to run reports.	Yes
A.5.6	CRM shall have filters and sorting for all reports.	Yes
A.5.7	CRM shall restrict editing to authorized personnel with supervisor approval. All edits shall be tracked with ability to be locked against editing.	Yes
A.5.8	CRM shall provide access by permission-based, so that filter(s) can be applied to generate reports specific to each MHCC.	Yes
A.5.9	CRM shall restrict the view and reports of data based on credentials.	Yes
A.5.10	CRM shall be able to support multiple, simultaneous requests.	Yes
A.5.11	CRM shall capture new call records automatically and populate with caller metadata such as phone number, name, call source, and start time.	Yes

EXHIBIT A
Technical Requirements

Requirement	Mandatory CRM Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CRM Provider Agrees to meet the Requirement YES/NO
A.5.12	CRM shall automatically populate information for an individual that has called before and their name and phone number are already in the system, subsequent call logs should auto populate, and CRM should notify the counselor of a help seeker's status as a reoccurring caller.	Yes
A.5.13	CRM shall provide reactive forms with filter options for fields based on the context of the responses provided in other fields.	Yes
A.5.14	CRM shall provide scripts and suggested supported files and documents based upon case details and dynamic criteria changes	Yes
A.5.15	CRM shall automatically create follow-up events based upon case resolution type.	Yes
A.5.16	CRM shall should take requests from chat	Yes
A.5.17	CRM shall provide training that includes but is not limited to user-friendly automated walkthroughs for new users would streamline training and promote consistency.	Yes
A.5.18	CRM shall guide counselor through a visual workflow with screen-pop questions to assess risk based on several core areas. At the end of each call and following de-escalation, a safety plan / safety agreement is secured from the caller.	Yes
A.5.19	CRM shall guide counselor through a standardized process and flow curated and facilitated by the application	Yes
A.5.20	CRM shall have standardized written communications for text, email and chat requests	Yes
A.5.21	CRM shall provide counselors with options for quick or repeatable responses in completing counselor's notes for documentation.	Yes
A.5.22	CRM shall track and weight/rate counselor specific skills including but not limited to: language, child abuse, elder abuse, drug abuse, or other specifics	Yes

EXHIBIT A
 Technical Requirements

Requirement	Mandatory CRM Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CRM Provider Agrees to meet the Requirement YES/NO
A.5.23	CRM shall provide dashboards with different views for counselors and supervisors.	Yes
A.5.24	CRM shall provide a dashboard that shows shall include but not be limited to real-time monitoring of calls, length of ongoing calls, the counselor handling the call, the ANI (phone number) of the help seeker, help seeker name, the line the help seeker called (whether 9-8-8 or a non-9-8-8 line), and ACD attributes based on input provided by MHCC.	Yes
A.5.25	CRM shall provide a dashboard that compares metrics of the current user's data against the call center's performance standard in order to track personal performance.	Yes
A.5.26	CRM shall support customizable dashboards based on MHCC needs.	Yes
A.5.27	CRM shall provide a dashboard that indicates when a task item becomes overdue.	Yes
A.5.28	CRM shall produce reports that can be distributed to outside regulatory, governmental, or supervisory authorities and support the reporting requirements for California and Federal Agencies.	Yes
A.5.29	CRM shall allow counselors to attach forms and reports to call logs.	Yes
A.5.30	CRM shall store Information collected from the caller, including identifying and demographic information, caller concerns, and call outcomes	Yes
A.5.31	CRM shall document follow-up calls should as their own separate interaction, not as child records of the initial call. They are linked by phone number / name of caller, but otherwise are not strongly associated with a parent record.	Yes

EXHIBIT A
Technical Requirements

A.5.32	CRM shall attach references and referral resources to call notes, and this information must be reportable.	Yes
A.5.33	CRM shall store the consent from the help-seeker on their contact preferences and follow-up preferences	Yes
A.5.34	CRM shall store household data of the help-seeker's family, including dependents, parents, care providers, in house the CRM, or other pertinent individuals	Yes
Requirement	Mandatory CRM Functionality Requirements The requirements are organized into General Requirements and then more specific requirements for each deployment method.	CRM Provider Agrees to meet the Requirement YES/NO
A.5.35	CRM shall provide a directory of services available and prompt supervisor for approval before being offered to caller for MHCC identified services.	Yes
A.5.36	CRM shall support searching by multiple parameters including but not limited to tasks, calendar dates, keyword, phone number, and counselor.	Yes
A.5.37	CRM case management system must integrate with Chat and Text services, as well as Voice.	Yes
A.5.38	CRM shall document Information in post-encounter surveys into a system's encounter record.	Yes
A.5.39	CRM shall integrate with medical billing and health information exchange data	Yes
A.5.40	CRM shall provide an internal chat communication tool. This chat tool, and / or personal mobile phone Short Message Service (SMS) texts, are used to alert on-call volunteers that emergency services are needed. State consortium administrator should be able to post messages to all users for updates and reminders.	Yes
A.5.41	CRM shall provide user training for staff is conducted remotely, and may include live video instruction, homework assignments, and organizational socialization.	Yes
A.5.42	CRM shall provide configurable data retention policies for different data and record types to comply with legal considerations while supporting help seeker confidentiality	Yes

EXHIBIT A
 Technical Requirements

A.5.43	CRM shall provide referral capabilities and support filter for referral resources by category, sub-category, targeted age group, and zip code, according to the help-seeker's individual needs.	Yes
A.5.44	CRM shall provide Administrators alerts when personnel hit certain metrics and milestones. This shall include alerts when a call, chat, or text reaches a time limit on a single session. This time shall be configurable by the MHCC.	Yes
A.5.45	CRM shall provide Ad-Hoc reports for authorized users to create, edit, and otherwise customize reports within the CRM, including selecting desired fields and filters.	Yes
Requirement	<p>Mandatory CRM Functionality Requirements</p> <p>The requirements are organized into General Requirements and then more specific requirements for each deployment method.</p>	<p>CRM Provider Agrees to meet the Requirement</p> <p>YES/NO</p>
A.5.46	CRM shall run automated or manual reports.	Yes
A.5.47	CRM shall provide a risk assessment to automatically determine help-seeker risk based on a points framework.	Yes
A.5.52	CRM shall provide a meter to help counselors visualize a help-seeker's current risk based on their responses to screening questions.	Yes
A.5.53	CRM shall generate and send out email surveys after an encounter (whether chat, SMS, or voice-based) to identify opportunities for improvement and quality control.	Yes
A.5.54	CRM reporting system and data warehouse should share data automatically, without having to manually export information from one system and upload it to the other.	Yes
A.5.55	CRM shall include follow up requirements as defined by the MHCC for calls, chats and texts.	Yes

TECHNICAL REQUIREMENT NARRATIVE RESPONSE
(Attachment 21)

A.01 The Contractor shall provide the leadership, project management, and support needed to perform all tasks associated with this service at no additional cost to the CA 9-1-1 Branch or the MHCC. This will require the Contractor to work with each MHCC, current and future 9-8-8 governance structures, Cal OES, and the NG 9-1-1 service providers for the design, build, implementation, coordination, deployment, testing, training, operations, and support of the 9-8-8 CHS. Describe how the contractor will meet this requirement for all aspects of the project. Description shall include the process used by the Contractor to ensure all subcontractors perform the work in alignment with the contract and examples of work in other states similar to this project. All required leadership, project management, and support needed to perform all tasks associated with this service will be included at no additional cost to Cal OES or the MHCC.

NGA's Project Manager will lead from project initiation with CalOES and the MHCCs to project closure, at no additional cost to Cal OES or the MHCC, performing the following for success:

- Collaborative Project Kick Off Planning Sessions
- Creation of Project Schedule and Milestone Reporting
- Scheduling NGA resources, using Resource Management Meeting, to determine the resources assigned have:
 - Correct Knowledge Base
 - Technical Skills and Abilities
 - Task Management to ensure On-Time Project Delivery
- Lead and Provide:
 - Project Meetings with all Stakeholders
 - Communication Cadence
 - Meeting Cadence
 - Risk Reporting Cadence
 - Reporting on all aspects of the project:
 - Milestone Achievements
 - Issues and Risks to ensure clear direction and closure to risk from Cal OES
 - Deviations to Project Scope
- Manage risks and escalate to key stakeholders, internally and externally, for immediate resolution
- Execute and follow a strict Change Control process, which will be agreed to by all key stakeholders.

NGA will use plain language when communicating with the MHCCs and stakeholders and make no assumptions that the MHCCs have technical background. The in-depth discovery, communication, planning, configuration, testing and training will take a methodological approach with each MHCC agency. The discovery of current operational processes will feed the new system, and align with the existing call flows, processes and execution, so the ease of system transition will have a positive impact on day-to-day operations at each MHCC agency. We will cover, during multiple meetings with the agencies:

Building and Design:

- Call Flow Discovery
 - Review of current "intelligent" system capabilities for alignment - word identification, phraseology, etc.
 - Depth of existing menus, call flows - e.g., agent based, crisis specialties.
 - Current resources that are available for the call taker to discuss with the caller

- Common workflows
- Work with tasks
- Management of workflows - permissions based
- Identify common logic for ease of reuse and operational acceptance
- Resource and Operational Review - MHCC Specific
 - Clear understanding of the current operational processes, needs, and expectations for consideration into the configuration of the new system
 - Bi-directional communication at all steps, to ensure success for all stakeholders
 - Testing alignment with each MHCC agency, for module system testing
 - Creation of a step-by-step test plan, for review by all key stakeholders in smaller system readiness modules
 - This will allow for quick redirection, correction and momentum to ensure acceptance at clear Key Milestones for project tracking purposes
- Utilize multiple design meeting review platforms
 - Round-table discussion - This type of design review meeting will include participants from cross-functional teams, such as project management, solution/development, engineers and Key Stakeholders, who have the final approval on the design concept. During these meetings, the lead engineer will present the product design and ask for feedback from participants. Anyone can offer ideas and ask questions, which encourages collaboration among all team members to identify potential problems with the design and opportunities for improvement.
 - Feedback workshop: This workshop typically has a more structured format for participants to follow. During these meetings, we will present our design and give everyone in the meeting time to consider the concept and design that has been created for the individual MHCC agency. Each key stakeholder can then submit their thoughts on the design, typically in a written format, such as ideas or questions. By using this format, NGA will identify common questions or patterns among the feedback we receive, to apply these in an upfront manner as NGA moves through the design at each MHCC.

Testing Sessions

- The unique environment of MHCC Agencies, will manifest into individual designs, call flows, and system needs
- Scheduled testing sessions will be announced in advanced, for multiple stakeholder participation
 - Open testing sessions will streamline discussions, changes, and reviews for other MHCC agencies
 - Key Stakeholders will be encouraged to attend, in a group testing environment, for their own discovery and application of options reviewed for their individual agency requirements - fostering cross agency communications

To effectively communicate the status of the project, NGA will provide a project dashboard that includes project analytics in a visual format such as graphs, charts, and tabular formats for a global view. This dashboard can be used to share project status with Cal OES Leadership, MHCC, and other stakeholders. This project dashboard will keep all stakeholders informed of progress against the projected project milestones, actionable tasks and risks. This will ensure Cal OES is informed of progress, to mitigate issues before they arise, and to ensure on-time project delivery. NGA does not anticipate the use of subcontractors during this project. However, should the use of subcontractors become necessary, NGA will promptly notify Cal OES, provide the subcontractor with a clear Statement of Work and expectations, obtain Cal OES approval, and proceed with the subcontractor under close supervision of NGA Project Management and Leadership. NGA does not engage subcontractors lightly and will only

do so when the subcontractor has a clear and demonstrable track record of success. Should any challenges arise with subcontractor performance or communication it will immediately be escalated to NGA executive leadership and corrective measures will be put in place and communicated to Cal OES.

NGA understands that the top four factors associated with project failure are:

- Poor end user/customer involvement (key stakeholders)
- Poor executive management support
- Improper planning, tracking, and reporting of project status
- Ambiguous statement of requirements

NGA will build comprehensive and clear project statements that clearly define project scope, needs and assessment of how these requirements will be met. NGA will obtain Cal OES & MHCC approval and input for all project statements and requirements.

Implementation and Coordination:

NGA's Project Implementation Manager will coordinate with the Project Manager to prioritize tasks and support the teams in identifying and troubleshooting technical problems that may affect the project timeline to mitigate risks to the project.

NGA will develop a Project Plan which includes a clear Project Scope to ensure that agreed upon project requirements are tracked and accounted for. The Project Plan will include: all project objectives, risks, success factors, assumptions, and clear success milestones. The Project Plan will include acceptance criteria that ensure a clear and collaborative "definition of completion". NGA will collaboratively work with Cal OES, the MHCCs, and other identified key stakeholders to obtain buy-in and suggestions for all plans and acceptance criteria.

The NGA Project Manager will facilitate collaborative meetings with key stakeholders to define the entire scope of the project and document the business requirements. Following the Project Planning meetings, a technical review meeting will be scheduled for a collaborative review and approval of the technical approach for the project. These planning sessions will ensure there is consensus on the definition of Project Completion and the output of the planning sessions will result in producing the Project Plan with Cal OES and the MHCCs.

The NGA Project Manager will be the lead for project communication both internal and external. The NGA Project Manager will use SmartSheets to track the project milestones, schedules and tasks and provide weekly updates to Cal OES and MHCCs.

In addition to coordination with Cal OES, the NGA Project Manager will serve as the primary point of contact for each MHCC, current and future 9-8-8 governance structures, Cal OES, and the NG9-1-1 service providers, for the design, build, implementation, coordination, deployment, testing, training, operations, and support of the 9-8-8 CHS. This will include coordination of necessary site visits, equipment installation, training, support and maintenance at each MHCC.

The NGA Project Manager will collect the important project criteria and create a project status report in a mutually agreeable location, i.e., SmartSheets, that will prove useful to the Cal OES team members and other key stakeholders.

Training: The NGA Training Coordinator will map out training plans and schedules, design and develop training programs with Cal OES and MHCC input and approval.

Operations and Support:

Upon successful project implementation the Project Manager will be responsible for transitioning to the Maintenance Phase and Day 2 Support. The Project Manager will be responsible for creating a project transition plan and a maintenance plan, in collaboration with key stakeholders. The transition plan will lay out the tasks and activities to be performed to efficiently transition from project implementation phase to the maintenance phase of the project.

To ensure that any issues, project or service related, are addressed in an expeditious and effective manner, NGA will provide the following escalation levels to concur with the Cal OES Escalation levels

Cal OES	NGA
9-1-1 Branch Manager	Senior Director of Project Management
Assistant Director	Chief Operating Officer
Deputy Director	Chief Executive Officer

A.02 Describe the key project success factors. The description must include challenges and mitigation strategies that may impact the project's critical path. The description shall include how the contractor will support parallel paths rather than a serial deployment and development approach.

The NGA project plan will demonstrate in A.0.3 an implementation plan where activities are conducted in parallel. Real time visibility to the project plan in NGA's Project portal will provide transparency to NGA's progress along the project path. The following paths will operate in parallel: ingress and transfer of voice, ingress and transfer of Text and Chat (including SMS), MHCC remediation, CRM development, integration of auxiliary equipment at MHCC, training, and NOC monitoring protocols.

Key success factors along with the challenges and mitigation strategies to achieve those milestones are as follows:

Interconnecting SIP Signaling & Media with NG9-1-1. Compliance with *Section 5, i3 SIP and Media, ESInet i3 PSAP Interface Control Document (ICD) for Interoperability Testing IOT Next Generation 9-1-1 Emergency Services* has shown to be a significant factor that can affect the timeline of NG9-1-1 related projects. As risk mitigation, NGA is already interconnected with California's PNSP, furthermore NGA has already interconnected, as an OSP, with OnStar and prepared to deliver calls to the PNSP.

Collaboration with Vibrant and Crisis Text Line for the ingress of Text, Chat, Direct Messaging Apps (i.e., WhatsApp, SMS, Voice, and ASL) is a challenge as they are independent organizations with their own unique priorities. The mitigation of this risk is to ensure that NGA has clear communication, strong project management, and build excellent rapport with Vibrant and Crisis Text Line which will be established during project kickoff and weekly meetings. Vibrant and Crisis Text Line are, in essence, OSPs for all 9-8-8 related traffic. The FCC, in its ruling, mandated a nationwide rollout of 9-8-8 which did not intend to address particular needs of states. There is a risk that **ingress of text traffic will not immediately facilitate transfers to MHCC**. The mitigation is to work with these OSPs of 9-8-8 and the FCC to ensure the needs of MHCC are well articulated and accommodated.

Risk and Handling of Calls Directed to an MHCC from out of State or Region There is a risk of a high percentage of calls arriving from out of jurisdiction based on the basic routing mechanism of the Vibrant system which uses the area code NPA (Number Plan Area) to send calls to the designated MHCC. Clearly with the prevalence of cell phones this rudimentary routing will result in a large percentage of misdirected calls. NGA recognizes that there is the possibility that a significant number of calls may need to be rerouted. NGA offers the following solutions, once the help-seeker identifies their location and the counselor decides to re-route them, the counselor has the option of sending the call to any one of the MHCC's in the state (from buttons on the CHS) or returning the call to Vibrant with a minimum of a verbally acquired zip code (the help-seeker will provide to the best of their knowledge a location, an address, a city, a county, a state and or a zip code). The call taker/ counselor can enter that into the CHS/CRM interface for a look-up menu which will return the routing zip code (or the default zip code for that state) for use by Vibrant to reroute the call.

MHCC Assessment A comprehensive assessment will need to be completed for each of the thirteen centers. Until that assessment is complete, there is a risk that unplanned technology hurdles could be encountered that could elongate the timeline for onboarding an MHCC. The mitigation is to conduct the assessment, provide the results expeditiously and transparently, and determine mitigation steps as necessary.

Standardization of Thirteen MHCCs on a single system is a challenge; there could be at least 13 different opinions on any particular aspect of the project. While every voice must be heard without consideration or suppression, leadership must be attentive, so the project does not get bogged down waiting for committee-like decisions in subjective arguments. The mitigation of this risk is mostly handled by attentive, engaged, clear, and fair communication. But that's not the only handling. Standards must be developed, documented and communicated

with all stakeholders. NGA will have a person dedicated to this standardization process.

User Authentication and Rights Individual call takers at an MHCC have different roles, rights, and responsibilities which will determine the type of information presented and the screens accessible to them in the CHS/CRM. Coordinating these classes with the individual MHCCs, Cal OES, and other stakeholders may be a challenge. The mitigation NGA proposes is to link CHS/CRM rights to those in the existing LDAP/RADIUS or other AAA service the institutions have in place. This task will be handled in the early stages of the project. If this cannot be easily achieved, NGA will provide an Active Directory Service for all users.

Electronic Medical Record Systems and CRM API's The CRM defined as a requirement under this RFP will, by necessity, need to interoperate with or at the very least feed data to the existing Electronic Medical Records (EMR) of the individual MHCCs. NGA will provide compliant APIs in standard secure formats (for example HTTPS – get, post, and put) to manage such record interactions. Wherever possible and reasonable NGA will inherit the existing access and editing rights of the individual users of the system (see User Authentication and Rights above). NGA assumes, based on CDC requirements, that healthcare providers offer adequate privacy and security protection for personal health information and that NGA will adhere to those standards already in place.

9-8-8 Technology Capabilities are emerging It is very likely that new and unanticipated technical requirements will be placed on the MHCC's 9-8-8 platform. One specific example is demonstrated in FCC-21-119A1, where the FCC has *declined at this time to require covered text providers to support other text message formats, such as MMS, rich communications service (RCS), and real-time text (RTT), because Lifeline cannot currently receive texts in these formats*. The NGA mitigation to this risk is to anticipate as well as understand the technology roadmap of 9-8-8. Specific to this FCC issue, NGA will deploy 9-8-8 in such a manner that it will support MMS, RCS, and RTT, so California can be a leader in 9-8-8. NGA has a long track record and understands how to work with the carriers to ensure that these lifesaving technologies are realized by the MHCCs.

Overlapping business rules between MHCC and Lifeline The risk that overlapping business rules between the MHCC and Lifeline could create help-seeker confusion., Since Lifeline is the role of OSP for 9-8-8 it is possible that their business rules applied to the ingress of 9-8-8 traffic could overlap or conflict with MHCC, especially since standards are emerging. The mitigation for this risk is twofold: first, test cases must be carefully defined and documented, and second, should business rules overlap or conflict occur then a strong, cooperative relationship must be fostered with Lifeline to ensure successful mitigation.

Text-to-9-1-1 technology is different from the Text-to-9-8-8 implementation. MSRP, MMS including pictures, sound and video are more easily supported by 9-8-8 than 9-1-1. The difference between 9-8-8 and 9-1-1 text capabilities will be mitigated by providing the NGA Messaging Gateway which includes an Omnichannel Messaging Service, delivering a link in the text message to the MHCC. When the counselor clicks on the link, they can access the media from the server included in the NGA 9-8-8 deployment.

Issues of integrating 9-1-1 and 9-8-8 text technology. This was noted by the FCC. In its ruling the FCC disagreed with *Intrado's proposal to leverage the existing text-to-9-1-1 infrastructure by using Intrado's Text Control Center (TCC) services to transmit texts to 9-8-8 directly to an individual local crisis center*. The NGA mitigation to this risk is to deploy an NGA Messaging Gateway upon ingress of text, chat, DM, SMS and MMS messages at each MHCC. The NGA Messaging Gateway is not only capable of forwarding 9-8-8 message streams and retrieval of complete messaging history to 9-1-1 but to any MHCC position, other MHCCs and California's PNSP.

End User adoption of the 9-8-8 CHS may be a challenge as is the case with any new technology solution. NGA is prepared to implement an end-user adoption strategy. As much as feasible, NGA will facilitate discussion and seek input from those users that will be using the system. NGA will be thoughtful on the timing of training and go-live to ensure adequate engagement and buy-in from the end users.

A.03 Describe the deployment plan and implementation schedule. Description formatting data, testing the solution in the CA 9-1-1 Branch NG 9-1-1 lab, and shall include timeline needed for development of 9-8-8 CHS, gathering data, implementing solution at the MHCC. Describe how the service will implement a maintenance strategy and system readiness testing prior to cutover to ensure that the system complies with SOW and Exhibit A

Project Deployment Plan, Implementation Schedule, including Timeline - NGA has organized several internal teams to address the multi-faceted aspects of the MHCC project. These teams include Solution Engineers, Project Managers and Subject Matter Experts (SMEs), who are devoted to implementing each MHCC agency independently. The teams will coordinate closely to ensure a successful comprehensive project deployment. The overall Project Manager has the responsibility to ensure the MHCC Project Managers are in alignment and coordinated in their efforts. Each team will maintain streamlined responsibilities and duties to perform, report and ensure success for the overall project. The combined effort of these teams will provide for a smooth delivery of services associated with the 9-8-8 project.

Prior to the deployment stage, Project Kickoff meetings will be held with each group of key stakeholders separately and together, to ensure complete understanding of the project scope, expectation, reporting and communication structures as well as contracted outcomes. The outcome of those meetings will be the Project Deployment Plan submitted for approval. *Technical Solution* reviews will be held with key stakeholders to determine the final design, to move the project forward in a structured and cohesive fashion. Kickoff meetings will also be held with each MHCC agency to stimulate further discussion, answer questions, and gain a mutual understanding of the expectations going forward.

By utilizing different design meeting formats: Round Table Discussions, Feedback Workshops and Key Stakeholder Joint Testing Sessions, NGA will provide the correct platforms for the MHCC agencies to jointly discuss the system, but more importantly, understand that configurations can and will be unique to their own agency operational requirements. All the while, joining the existing operational processes with the NG 911 technology, to assist the citizen base with the best support and resource allocations for each agency.

Maintenance Strategy - NGA provides CONUS based staff from its NOC team for remote monitoring and on-site support of the 9-8-8 components, including software upgrades and enhancements, remote monitoring of the circuit connections, PSAP hardware, on-site remedial maintenance, and full trouble ticket management services. The monitoring is set at thresholds for each metric with automated alerts that notify the NOC personnel on the Dashboard to connection, outage, and performance issues. The CA 9-1-1 Branch and each MHCC are provided access to the dashboard monitor based on their relative credentials, which also provide real-time and historical statistical data, printable reports, outage notifications, and other data.

System Readiness Testing Process: System Readiness Testing will begin when all components are ready for performance testing in the Cal OES Lab. The Testing Process will be repeated for each MHCC Agency for Migration and Cutover readiness. The Test Cases will be defined with succinct Pass / Fail criteria in the Test Plan Document, for a clear understanding of each test case, expected result and documentation of actual results. All exceptions that are observed will have the proper priority level for patch, bug or fix implementation, internal testing and final retest criteria with all key stakeholders. This will ensure a repeatable process, with clear expectations and result reporting to all stakeholders.

Readiness Review and Test Readiness Phase includes the following steps: During each MHCC agency discovery meeting, NGA will facilitate round table discussions and feedback workshops, the acceptance test plan (ATP), and use case discovery will be incorporated into the ATP. Each of these phases below will define specific steps for module testing, full ATP testing and final pre-migration testing. The use cases will incorporate specific tests for the NG9-1-1 system and the 9-8-8 system compatibility, innerworkings and identifying the connections, displays and necessary transference of information between the agencies. The testing will take a multi-phased approach, from Lab Component API Testing through use case testing for each MHCC agency:

Phase	Testing Phases and Readiness
1	Readiness Review and Test Readiness Phase
1a	All Components are Ready for Performance Testing
1b	Systems, interfaces and API's are configured and locked down
1c	Requirements, Use Cases, Test Plans, and Test Cases / Test Procedures are approved
	Joint Key Stakeholder Test Sessions for Module Testing
1d	Final Test Cases are documented: Test, Expected Result, Actual Results to be captured
1e	The subsystems, system and / or APIs have been pre-tested in accordance with the agreed upon Test Cases
1f	Test documentation is available and ready to capture results
1g	All Key Stakeholders are ready for testing
2	Execute Formal Test
	Formal ATP testing will include system wide criteria and agency specific test cases
	Key Stakeholder participation will be scheduled
2a	Documenting Test Results
2b	Document Test Case, Test Time, Actual Results of Test Cases
2c	Assign Priority Levels to Exceptions
2d	Log Issues and Update the Formal Test Plan
2e	Discussed and assigned the agreed upon priorities for failed cases
2f	Internal Patches, Fixes and Error testing
2g	Retest Exceptions
3	Final Acceptance and Sign Off

Discovery continues with MHCC Agencies to provide a comprehensive Acceptance Test Plan. ATP will include Component Level Testing (FAT/SAT) and Use Case Testing for System Evaluation and Performance Expectations

Key Stakeholders, MHCC Resources and NGA to work through a strategic ATP, to ensure complete System adoption, fluid transition at each MHCC and less operational disruption - these test session will hold the critical innerworking sessions for success across all stakeholders.

The Deployment Plan will consist of several Milestones that will roll up from the following mutually agreed upon dates:

Task	Event	Days from Contract Execution or Prerequisite Task	Date	Prerequisite
	Contract Award Date		12/31/2022	
1	Vendor / Customer Project Kick off Meeting	10	1/10/2023	
2	Draft Project Deployment Plan for MHCC install sent to Cal OES	45	2/14/2023	
2a	Final Project Deployment Plan Approved	55	2/24/2023	
3	API Investigation - data gathering and review from Cal OES, MHCC& existing software companies	80	3/21/2023	
3a	API Development to interface (CRM)	50	5/10/2023	3
3b	Testing on API Development	30	6/9/2023	3 & 3a
3c	Equipment Installed at Cal OES lab	60	5/20/2023	3 & 3a
3d	Service Validation Testing Begins in Cal OES Lab	10	6/19/2023	3b
3e	Service Validation Testing Completed in Cal OES Lab	20	7/9/2023	3d
4	Group 1 Vendor / MHCC Direct Kick Off Meetings (6 Sites)	60	3/1/2023	2a
4a	Group 1 Data Gathering and Site Surveys Completed (6 Sites)	60	3/1/2023	
	MHCC Call Flow Meetings Established (Group and Individual)			
	Site Surveys Scheduled and Completed (Workbook Provided)			
	Round Table Discussions and Evaluation			
	Feedback Workshop			
4b	Group 1 MHCC Equipment Installations	120	4/30/2023	
4c	Group 1 MHCC Circuit Installations	135	5/15/2023	2
4d	Group 1 MHCC Test Sessions	156	6/5/2023	3
	Joint Test Sessions Scheduled - Module Testing			
	Final Acceptance Testing			
4e	Service deployed to Group 1 MHCCs (6 Sites)	176	6/25/2023	3
5	Group 2 Vendor / MHCC Direct Kick Off Meetings (7 Sites)	115	4/25/2023	
5a	Group 2 Data Gathering and Site Surveys Completed (Completion of all 13 Sites)	120	4/30/2023	
	MHCC Call Flow Meetings Established (Group and Individual)			
	Site Surveys Scheduled and Completed (Workbook Provided)			
	Round Table Discussions and Evaluation			
	Feedback Workshop			
5b	Group 2 MHCC Equipment Installations	210	7/29/2023	
5c	Group 2 MHCC Circuit Installations	240	8/28/2023	
5d	Group 2 MHCC Test Sessions	300	10/27/2023	3
	Joint Test Sessions Scheduled - Module Testing			
	Final Acceptance Testing			
5e	Service deployed to Group 2 MHCCs (7 Sites)	345	12/11/2023	3
6	13 Service validations completed	355	12/21/2023	3

A.04 Describe how the Training plan will be developed, validated and implemented to support the 9-8-8 CHS. Description shall include the timeline needed for development, testing and implementation of the training needed to support the SOW and Exhibit A. Description shall include how the training will be tailored to meet the needs of MHCCs (system administrators and counselors), CalOES, and DHCS. Description shall include the different types of training to support configurations, CRM, and all aspects of the 9-8-8 CHS.

To develop a Training Plan and a training program, which will support the training needs of MHCCs, Cal OES and DHCS with specific training on Configurations, CRM and 9-8-8 Cloud Call Handling, NGA will use a Training Program Development Model that will include:

- 1) **Needs Assessment:** Determine the training needs requested by Cal OES; i.e., basic training, advanced training. The needs assessment will determine:
 - a. **Project Assessment:** What skills, knowledge, and abilities Cal OES will require to meet its strategic training objectives for basic end user functionality versus advanced end user functionality.
 - b. **Task Assessment:** Analyze the specific reports/tasks, skills knowledge and abilities required to use the software at a basic and advanced level.
 - c. **Individual Assessment:** Ensure there is understanding of each individual to determine what type of training that will need to be accomplished for end user adoption and success.
- 2) **Learning Objectives:** Define the learning objectives for success. These learning objectives will be drafted by NGA and validated by Cal OES. The objectives will be reportable and measured.
- 3) **Learning Style:** NGA's training program will offer several training options to meet the three different learning styles: Visual, Auditory, and Kinesthetic.
- 4) **Training Platforms:** NGA offers several different delivery modes including Train the Trainer, Web-based, manual for self-led training, and in-person sessions.
 - a. **One-on-one training** for detail-oriented tasks. NGA understands that some tasks are best learned by observing and actively doing them across a period of time.
 - b. Provide training in **small groups** for interactive training.
 - c. **Larger groups** can be used for delivering information and overviews. Larger group settings can also be broken into small user groups for interactive training.
- 5) **Delivery Style:** NGA will implement online videos, activities and other interactive media in the training sessions to make the training more interactive. This will ensure different learning styles are met and also make the training more interesting.
- 6) **Audience Consideration:** Understanding the audience included in each training session will ensure that the NGA trainer can develop a relevant delivery style.
- 7) **Content Development:** Content will be built against learning objectives and will be further defined by basic versus advanced. The content will be created as part of the Needs Assessment and presented to Cal OES for approval.
- 8) **Timelines:** Training will be concise and timed. In-person and virtual sessions will be broken into two-hour sessions. Sessions will be module-based and content will be built against learning objectives. Modules will be recorded and available for viewing based on individual availability.
- 9) **Communication of Training Scheduling:** NGA will use different modalities to notify the MHCC community of available training including emails, phone calls, and the ability to sign up for training sessions via the NGA training portal. Training delivery dates will be set in advance; two reminder notifications will be sent, one two weeks before training begins and another one week before.

- 10) **Measuring Effectiveness:** After completing training, it is important to ensure training objectives are being met. NGA will work with Cal OES to develop performance measurements which will allow Cal OES to view progress on the Reporting Dashboards.

Training tracking is made easy with NGA. NGA uses an all-in-one training management software tool that provides NGA the ability to plan, implement, and measure Key Performance Indicators for a successful training and enablement program.

Training effectiveness will be measured through a validation questionnaire at the end of each training session. The objective will be to evaluate the level of satisfaction with the training session, compile feedback for improvement and gather end user opinions of the training and the analytics program.

Through the training software, NGA can develop software knowledge tests against the training objectives that will result in the Key Performance Indicators to evaluate if the implementation and training plan is effective.

NGA anticipates the following timelines for completion of training activities:

Activity	Timeline (from contract execution date)
Completion and submission of Training Plan	60 days
Completion of user training for initial group of MHCCs	180 days
Completion of user training for all MHCCs, Cal OES staff, and County Coordinators	450 days

The NGA training implementation process will involve developing both Pilot training and general training. The implementation plan will include course curriculum, end-to-end training scripts, process flows and use cases, learning outcomes, method(s) of delivery, and any training materials (such as training manuals, software, learning application).

NGA recommends implementing a Pilot Training Program before the training program is rolled out to the broader MHCC training audience. This will give the training plan a fresh perspective and allow NGA to ensure the effectiveness of the end user Training Programs. After the Pilot Training program is complete then NGA will move to the next phase and implement the general training program.

A.0.5 Describe how 9-8-8 CHS shall comply with data security requirements with respect to cyber security and the sensitivity of the data accessed, stored, and delivered by the 9-8-8 CHS. Description shall include how the system protects data (personally identifiable information, confidential data, HIPAA, consumer and business information), complies with local, state and federal regulations, and ensures the data can only be accessed by authorized users

Security Collaboration The overall security of the CHS, CRM, and associated 9-8-8 services is dependent on mutually applied best practices, informed by local, California, and Federal regulations, as established by the collaborative work of the Cal OES, the MHCC's, NGA, the PNSP, and the served PSAPs. NGA conducts routine audits by independent third-party cybersecurity experts and also those conducted by NGA's customers and partners including Cal OES and AWS. NGA maintains a Security Operations Center (SOC) that provides constant monitoring and ensures the application of security updates from NENA, NIST, CVE, DHS-CISA, equipment and software vendors. Operationally, adherence to protocols established by the Certificate Authority "CA" secures media traffic and access to maintain privacy and mitigate the risks of an insider breach. Technologically, NGA's defense includes but is not limited to Authentication, Authorization and Accounting (AAA) based access, Physical, Session, OS, Certificates, etc. For Authorization and Data Rights Management, NGA applies XACML 2.0 as required by NENA to data collected and processed by the CHS and CRM to ensure proper handling of subscriptions and data forwarding within the MHCCs and to 9-1-1 PSAPs through the PNSP.

NGA's Security Policy Note: NGA maintains a living security document known as the Security Policy Note (SPN), updated at minimum annually and more often as required, which is the basis of NGA's defense to protect all layers of the IP protocol stack. The SPN is modeled on the NIST Risk Cybersecurity Framework (CSF) and takes into account and complies with the NENA NG-SEC 75-001 Audit Checklist. NGA understands that cybersecurity is a continually changing and ongoing process that includes but also goes beyond only security and firewalls. NGA leverages the vast body of activities and knowledge dedicated and committed to Cybersecurity to ensure a constant refresh of cybersecurity policies. NGA is constantly evaluating its alignment with Controls defined in CSF 1.1. NGA monitors NIST CSF evolution and understand NIST is planning a new, more significant update to the Framework: CSF 2.0 which covers new areas including Cyber-Attack Lifecycle, Internet of Things, Measuring Cybersecurity, Referencing Techniques, and Secure Software Development.

Internal Security Policies & Organization of Information Security

NGA also maintains several internal policies that cover privacy of both client data as well as individual data, in compliance with NIST. Policies are approved by senior management, communicated to all affected Personnel to whom the policies apply, and clearly state the consequences of non-compliance. All employees must review and sign NGA's Information Security policies during onboarding. In addition, all employees receive mandatory security and privacy awareness training upon hire and annually thereafter.

California Specific Security Requirements The CHS and CRM applications provide in-platform security measures, which are compliant with the California Information Practices Act (Civil Code Sections 1798 et seq.), NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations and NIST 800.53, and the California Security Guideline outlined in State Administrative Manual 5300.

Cloud Native Solution Certifications NGA SPN Customer Package (SPN_NGA 911 Security Framework v_b_2022) is the resource package containing certifications for the NGA Cloud solution including ISO 27001 of the AWS Cloud, FedRAMP HIGH, NIST 800-53 Service Scope, DoD CC SRG; SOC 1,2,3 Service Scope; Customer Responsibility Matrix (CRM), FIPS 140-2 and FIPS-199 Categorization.

Single Sign On (SSO) (Diagram A.0.5 - 1) NGA will integrate CHS access rights to the existing LDAP/RADIUS or other authentication, authorization, and accounting (AAA). NGA already provides both to its clients. Whereby they login to the supporting PC (utilizing a local LDAP service for example) and inherit the rights and roles linked to their account.

Multi-Factor Authentication (MFA) NGA recommends MFA, but again will rely on the MHCC local directory for managing account access, leveraging the institutions existing procedures, protocols, and compliance systems as enforced by their own obligations to meet local, California, and Federal requirements.

Authorization and Data Rights Management (Diagram A.0.5 -2) For all calls received by the CHS and records entered in or retrieved on the CRM, NGA will work with Cal OES and the MHCCs to associate them with data rights based on the sources, type, class, and privilege level. For the CRM the association will be based on the field where for example, the name, address, and location data fields are PII, and the notes field covered by PII and HIPAA. Records from the CRM are shared with 9-1-1 and distributed based on the use case and potentially an agency Java Web Signature (JWS) with a certificate issued by State PSAP Credentialing Agency (PCA).

Electronic Medical Record Systems Interface (Diagram A.0.5 - 3) – The healthcare system and the mental healthcare system more specifically have extensive coding, protocols, and systems in place for the protection of data security. Much of this information is not needed when a 9-8-8 call is transferred to 9-1-1. The CRM potentially may handle any of the above-mentioned data types in the course of data input, counseling notes, and the retrieval of prior call records from the same help-seeker (as referenced by the help-seeker ID). For this reason, the CRM will be designed and implemented to ensure the security of data depending on field, type, and even counselor notation. An Incident requiring 9-1-1 will be generated in the CHS using the caller id, incident id and the help seeker-id which is available to the CHS and the existing Electronic Medical Records (EMR) of the individual MHCCs. NGA will provide compliant APIs in standard secure formats (for example HTTPS – get, post, and put) to manage such record interactions.

Personally Identifiable Information (PII) Help-seekers calling 9-8-8 are not required to provide any personal information to receive services. Currently, according to Didi Hirsch Mental Health Services and the 9-8-8 Suicide and Crisis Lifeline, only 2% of calls are ever forwarded to 9-1-1. For these the counselor will need to send available location and other PII information to the PSAP. That information will be secured within the existing 9-1-1 protocols for the Cal OES ESInet (to which the CHS is integrated through a direct NENA BCF connection to the PNSP). Any PII collected from the call in the CHS and CRM will be set with an XACML Target for PII.

Health Insurance Portability and Accountability Act (HIPAA) The handling of medical and health data and its association to a particular PII and more specifically PHI (protected health information) can be de-identified by use of two distinct XACML Targets one covering the relationship and the other absence of any PII for uses permitted under HIPAA.

Consumer and Business Information Each MHCC is likely to have their own policies and protections in place regarding their own customers, business, and proprietary information. NGA will work with each MHCC to ensure that those that use the CRM to share information amongst centers are identified and protected through the data right management engine.

Asset management All data collected by NGA on behalf of its clients is the property of the respective clients and classified as highly confidential under NGA information classification policy, which provides employees with the necessary guidance for the handling of all information according to its classification. Client data is logically separated from other clients. Access to client data is restricted to legitimate business use only.

System and Application Access Control for NGA and Clients not covered by MHCC's AAA Authentication and robust access controls ensure that all clients' confidential information is secured against unauthorized access. Users of NGA must be authenticated before they can access their data, and rights associated with their credentials control access to the logical structures containing their data.

Logging and Monitoring NGA maintains audit information and logs for all information technology resources, applications and network accesses, monitors these logs for abnormal pattern and unauthorized access attempts, and maintains defined processes for security alerting, escalation and remediation. Logs are centralized in a limited-access system that prevents deletion and changes.

Encryption of Data All data is encrypted in transfer and rest with industry standard protocols and cyphers. HTTPS is enforced on all sites and data collection endpoints. NGA client workstations, servers, and storage systems utilize full disk encryption.

Confidentiality and Non-Disclosure Agreements

All NGA employees must sign an NGA confidentiality agreement at the time they join the organization. Upon termination, employees are provided another copy of their agreement.

NGA requires a non-disclosure agreement or confidentiality clauses in all contracts of third parties accessing computing facilities or information assets as well as prior to sharing or providing access to any confidential information outside of NGA, whether verbally or in writing.

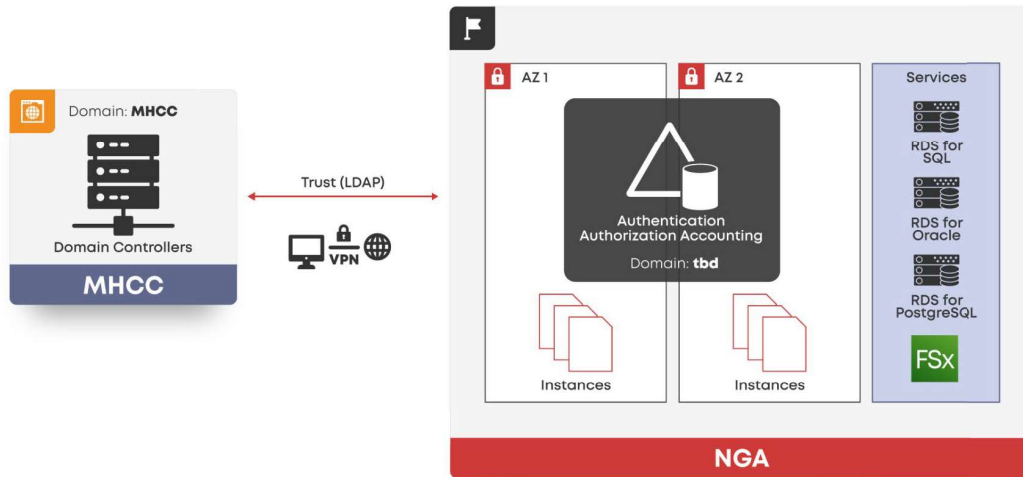


Diagram A.0.5 -1 AAA Inheritance

DATA RIGHTS MANAGEMENT

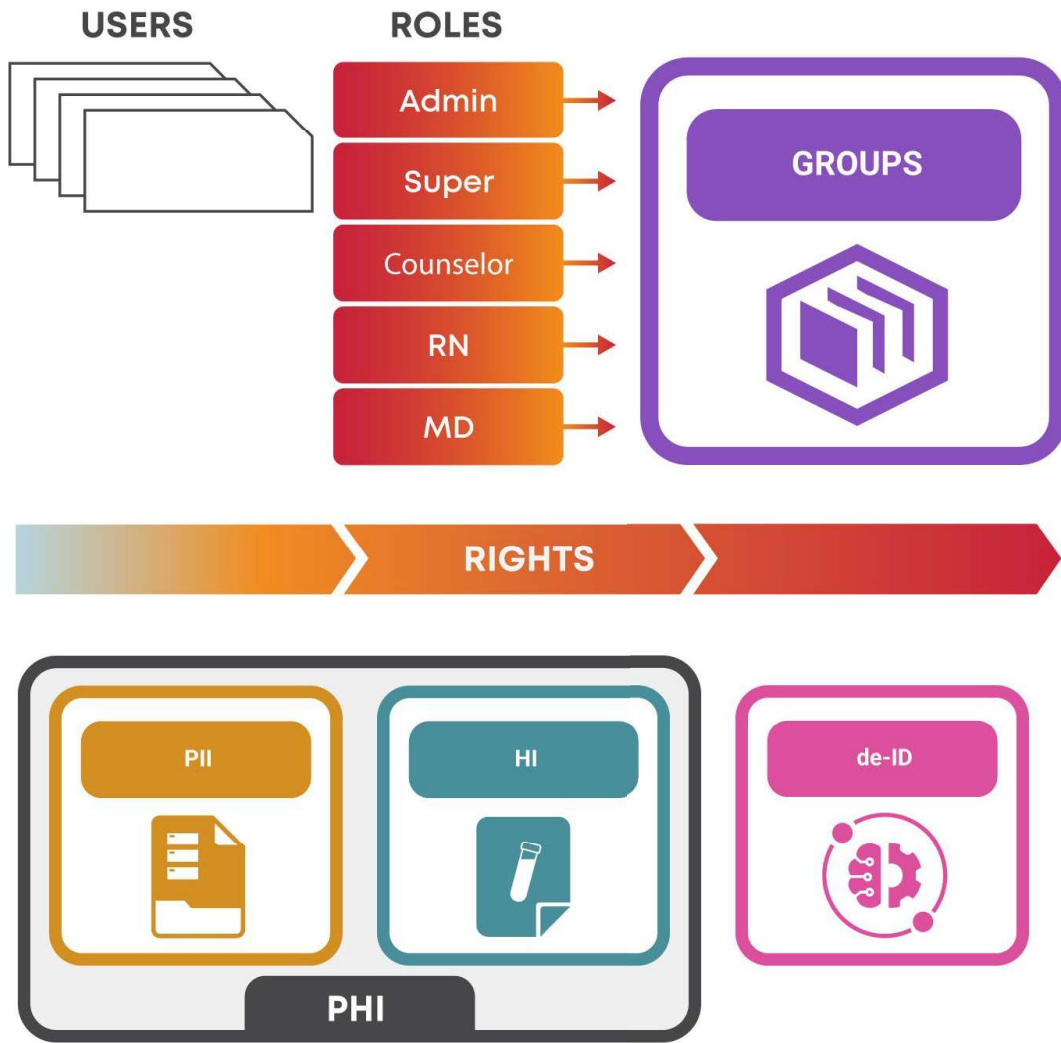


Diagram A.0.5 -2 Authorization and Data Rights Management

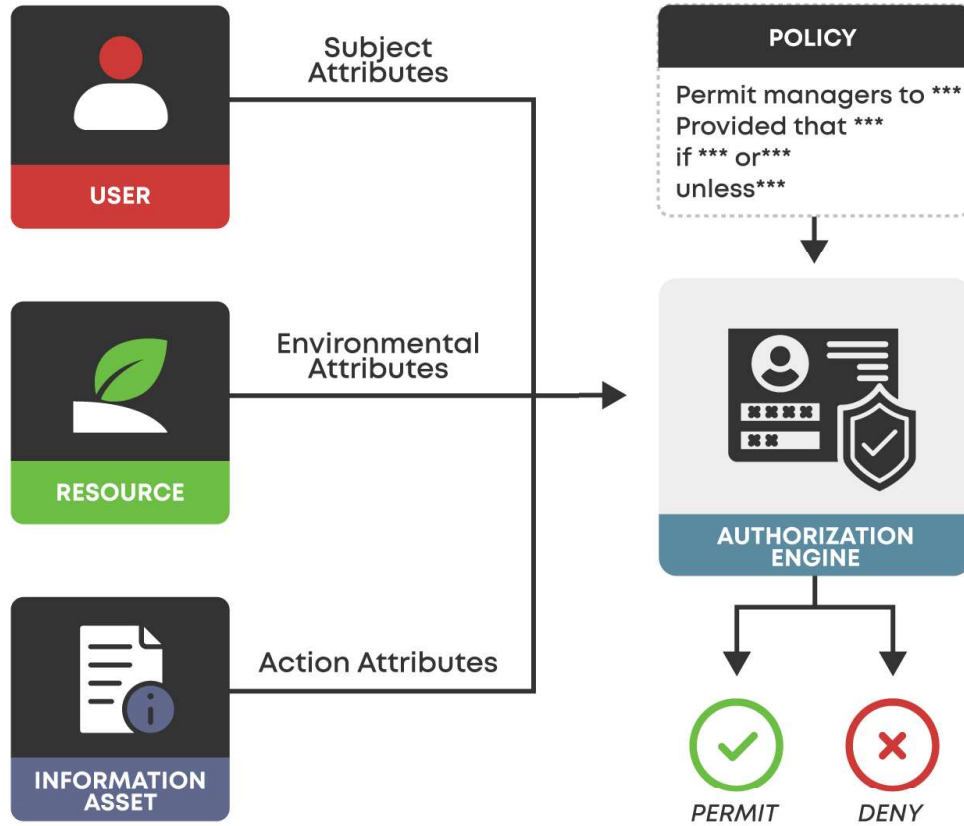


Diagram A.0.5 - 3 = CRM will be designed and implemented to ensure the security of data depending on field, type, and even counselor notation.

A.0.6 Describe how the 9-8-8 CHS will transfer calls from 9-8-8 to 9-1-1 using the information available in the 9-8-8 call and describe how the 9-8-8 CHS will receive, and route calls transferred from 9-1-1 to 9-8-8. Description shall include the call flow that is implemented in compliance with the NENA i3 standard and the PNSP interface control document. Description shall include how proprietary standards and or protocols are minimized within the proposed system and shall address any limitations that may result from those proprietary components. Finally, where the system utilizes customized solutions or proprietary solutions, the description shall identify the standard or protocol substituted and provide a descriptive narrative for any proprietary part of the solution needed to satisfy the SOW and technical requirements. Failure to disclose any proprietary interfaces, patents, and any other interface assumption needed to support any part of the SOW or Exhibit A could result in a non-compliant bid and may result in a material breach of contract.

Interconnect between 9-8-8 CHS and Lifeline; NGA anticipates that there will be further integrations to Lifeline that are not yet seen or mentioned in the RFP such as centralized authentication, role management and possible use of existing CRM and medical databases that MHCC may be using. NGA will discover and integrate as necessary to create a complete integrated CHS system.

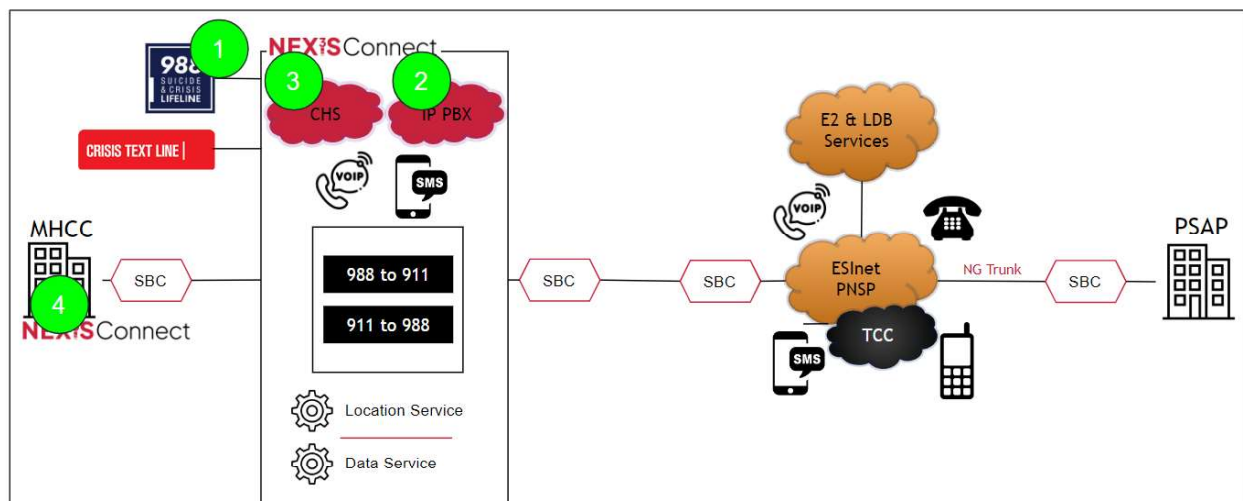
There are no NGA proprietary interfaces with the exception of the API interaction between 9-8-8 CHS and Lifeline/Crisis Text Line and user authentication procedures that may already exist. There are no patents, or any other interface assumption needed to support any part of NGA's proposed Call Flows between 9-8-8 and 9-1-1.

Hereafter, the term "ICD" will refer to *ESInet i3 PSAP Interface Control Document (ICD) for Interoperability Testing IOT Next Generation 9-1-1 Emergency Services*.

9-8-8 and 9-1-1 Interoperability

The "9-8-8 Call Flow and 9-1-1 Interoperability Diagram" below shows the infrastructure necessary to achieve the goal of interoperability between 9-8-8 and 9-1-1. The diagram also depicts how the original 9-8-8 request is received at the MHCC to better demonstrate the call transfers. Once this infrastructure is in place, then voice and text communication can be delivered between MHCC and PSAP.

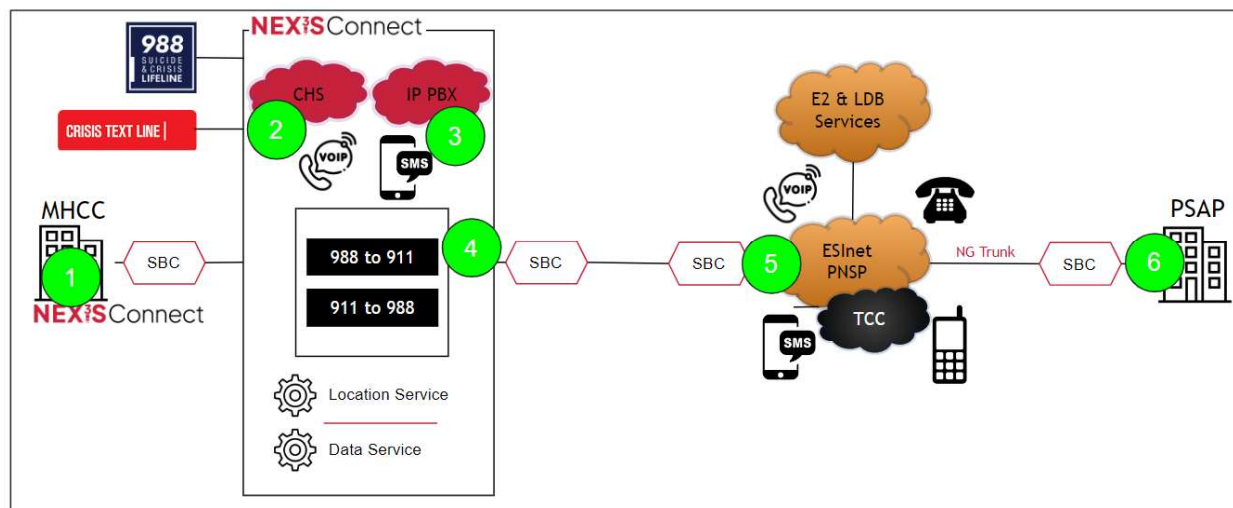
Established MHCC call



1. A 9-8-8 call is made and pre-routed by Lifeline using the caller NPA to the MHCC CHS IPPBX
2. Upon delivery to the IP PBX, an available counselor is identified, and various call flows can be applied, including IVR, skill-based routing, ACD, etc.
3. Once the appropriate counselor has been identified for call delivery, a WebRTC message is triggered to CHS Server which, in turn, prepares CHS Client at the MHCC to prepare for call delivery.
4. The CHS Client user interface is used by the counselor to receive and interact with the call.

9-8-8 to 9-1-1 Call Flow. Following is a high-level walk through of the call flow from 9-8-8 to a PSAP in California via the NG9-1-1 system in California. See the diagram below titled “9-8-8 to 9-1-1 Voice Call Flow” for a visualization of this call flow.

9-8-8 to 911 Transfer



1. When the counselor determines the call must be routed to 9-1-1, location must be acquired if not already available. Location will be acquired from a message that is pushed to the help-seeker via SMS that returns the location of the help-seeker provided the help-seeker's device supports the capability, or by asking the help-seeker. The location information must be manually entered into a popup screen and validated by geocoding so that it is prepared for call routing. After location has been acquired a WebRTC message with a SIP REFER is sent by CHS Client to CHS Server.
2. IP PBX receives the SIP REFER message from CHS Server. The IP PBX identifies this REFER as a transfer to 9-1-1.
3. The 9-8-8 to 9-1-1 gateway is invoked and directs the SIP REFER to the California ESInet PNSP provider according to rules in the ICD specification.
4. The “9-1-1 to 9-8-8” gateway receives the SIP REFER. The SIP message conveys LbV or LbR. The 9-8-8 call is sent to the PNSP NG9-1-1 system in NENA i3 format with the location information in the header as described in the NENA i3 standard.
5. The PNSP NG9-1-1 provider receives the SIP REFER, anchors the call, and directs the call according to California NG Routing Policies.
6. PSAP receives the call from 9-8-8. Upon completion of this call flow, the 9-8-8 counselor can drop from the conference bridge.

Location Acquisition. Location Acquisition by 9-8-8 is essential for optimal 9-8-8 to 9-1-1 call routing. Since there is no location information for 9-8-8, the 9-8-8 call taker must enter minimal location information prior to transferring the call to 9-1-1. NGA provides a “Forward Geocoding” service which converts a structured or free-form address to geographical coordinates. Also, “Autocomplete” offers type-ahead suggestions to call takers for incomplete addresses. Calls can be routed on minimal location information, for example, if the call taker can only retrieve the help-seekers’ zip code the call can still be routed to the appropriate PSAP.

Location Conveyance to 9-1-1. According to Table A - 2: Overview of NG9-1-1 Related SIP Header Usage in the ICD, the PNSP expects to receive a single Geolocation header field (RFC 6442) that transports location information either by value (LbyV) or by reference (LbyR). In the case of LbyV the location information (PIDF-LO) must be attached to the body of the SIP INVITE.

In the case of MHCC, Location by Value “LbV” is the most sensible manner of delivering location to 9-1-1 at this point, since the location information is not automatically conveyed through the carrier network, and the 9-1-1 call taker will query the help-seeker for updated location information. Should location by reference be required in the further to support unforeseen use cases, then NGA would stand up a Location Information Service “LIS” and deliver a URL that would allow for dereferenced of location information where the domain of the URL would be within the CA NG9-1-1 DNS services.

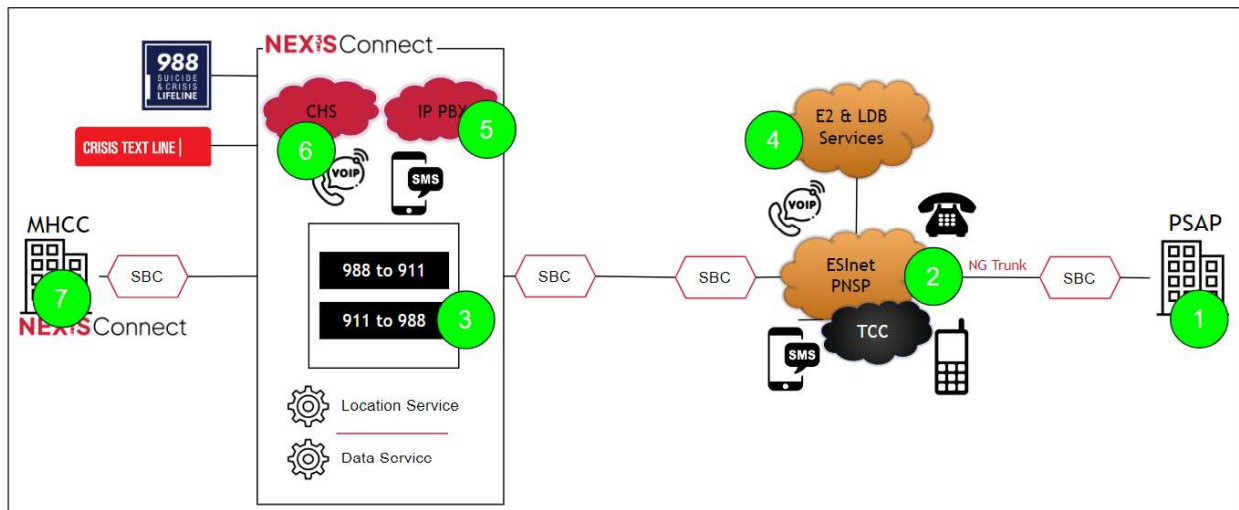
ADR and CRM Data Conveyance. NGA will provide full CRM data conveyance from MHCC to PSAP according to MHCC and PSAP data sharing agreements. Similar to the NGA work with OnStar where the “Content-ID” contains what is known as the OnStar Interaction ID, a similar mechanism can ensure that the MHCC incident id is conveyed to PSAP for access to responder-appropriate information. However, since NGA is managing the delivery of 9-8-8 calls to the California ESInet, NGA expects that no such workarounds will be required. Although 9-8-8 is not specifically referenced, NGA expects to deliver this additional data by reference or by value according to the guidance provided by the NENA specification.

SIP Signaling & Media. SIP Signaling handles the messages sent between MHCC and PSAP and manages the actual elements of a call. And, while SIP Signaling does the work of establishing, maintaining, and tearing down the call, SIP Media is the actual call audio. *Section 5, i3 SIP and Media*, of the ICD defines the technical specification for interacting with California’s NG9-1-1 ESInet. NGA is already interconnected with California’s PNSP, furthermore NGA has already interconnected, as an OSP, OnStar calls to the PNSP and will be delivering them soon.

9-1-1 to 9-8-8 Call Flow.

Following is a high-level walk through the call flow from 9-1-1 to a MHCC in California via the NG9-1-1 system in California. The NGA solution supports the ingress of secure voice, text, and video messaging directly from the PNSP and RNSP, including the delivery of accurate emergency calling party location information for all 9-1-1 traffic that is transferred to 9-8-8.

9-1-1 to 9-8-8 Voice Call Flow Diagram



1. 9-1-1 Dispatcher is handling a call at PSAP. Call could be wireless, wireline, or VoIP. 9-1-1 Dispatcher determines the call needs to be transferred to MHCC via LoST query.
2. Transfer is invoked via SIP REFER sent over PNSP network.
3. Transfer received by the PNSP ESRP. ESRP determines the call must be delivered to MHCC based on PSAP URI.
4. Receiving MHCC CHS issues HELD & ADR query from URL's issued in the SIP INVITE for Location and caller

info.

5. *Call is delivered to IP PBX. Upon delivery to IP PBX various call flows can be applied, including IVR, skill-based routing, ACD, etc.*
6. *WebRTC message is received by CHS Server from IP PBX.*
7. *WebRTC message is received by CHS Client from CHS Server and call is delivered to appropriate counselor.*

Note that the 9-1-1-to-9-8-8 service allows for dereference of HELD and ADR from the PNSP's E2 and LDB Service. Additional location information is available and could be crucial to response, especially for wireless calls.

Further note that there is also the option of a simple 10-digit transfer from 9-1-1 to MHCC where all opportunities for location and ADR data acquisition are lost. NGA does not recommend this 10-digit implementation.

Service URN. When the Telecommunicator answers the call, there will be two "speed dial transfer" buttons available. These buttons allow for the transfer to 9-8-8 from 9-1-1. One button is associated with the "Suicide" service, the other is associated with the "Mental Health" service. The 'mental-health' service (urn:service:counseling.mental-health) refers to the "diagnostic, treatment, and preventive care that helps improve how persons with mental illness feel both physically and emotionally as well as how they interact with other persons" (U.S. Department of Health and Human Services). Whereas the 'suicide' (urn:service:counseling.suicide) service refers to the suicide prevention hotline.

A.0.7 Describe how the CRM will support Exhibit A and the SOW. Description shall include how the CRM will support the needs of the MHCC and any additional features and capabilities included (at no additional charge to the state or the MHCC).

NGA acknowledges that additional features and capabilities not covered by A.3.8 NRC Basic API Development, A.3.9 NRC Intermediate API Development, and A.3.10 NRC Complex API Development will be provided by NGA at no additional charge to the state or MHCC.

NGA will support Exhibit A CRM needs of the MHCC in the following manner:

NGA will use its own Cloud Based, AWS Certified CRM platform to handle many of the functional requirements and extend the platform to exactly align with MHCC requirements. CRM is a vastly scalable, fault tolerant, multi-region, and active-active architecture that can handle millions of simultaneous requests. Further, A.0.9 lists those functional requirements that require development, as well as a plan to fill in that gap.

NGA's CRM Platform already includes the core modules which are essential for project success. Dashboard, Reporting, Data Warehousing, Security, CRM Integration Capabilities, and System Auditing are built into NGA's CRM. Given the specific needs of MHCC, CRM & CHS integration is the main body of work that will be performed and it will be customized to directly align and meet MHCC needs.

User Interface Reduces Training Effort and User Adoption Barriers: Unlike monolithic platforms like Salesforce, NGA, at the direction of MHCC and in alignment with their needs, will completely customize the user interface. This ensures minimal user training and accelerated user adoption to the new system so volunteers and counselors can focus on serving those in need.

Subject Matter, User Interface, and User Experiences Dedicated Expertise: Along with technology and project management talent, NGA will assign subject matter, user interface, and user experience expertise to work with Cal OES and the MHCCs to ensure the most pleasant deployment experience for all stakeholders. The Subject Matter Expert in suicide prevention crisis response will work with NGA's Project Manager to identify user expectations, analyze the requirements & solution, prioritize and verify the user needs with Cal OES, document decisions made, and ensure traceability through implementation. The User Experience "UX" design will focus on developing and improving the quality of interaction between users of CRM and all facets of the CRM service. UX design is NOT about visuals; it focuses on the overall feel of the experience. Closely related to UX is User interface "UI" design of CRM which considers all the visual, interactive elements of the CRM interface—including buttons, icons, spacing, typography, color schemes, and responsive design. The goal of UI design is to visually guide the user through the CRM interface. It's all about creating an intuitive experience for counselors, volunteers, management, and other stakeholders that doesn't require the user to think too much, thereby accelerating user adoption and easing training barriers.

Execution: Given that features and functionality are directly correlated to the mission of MHCC, then it becomes a matter of executing the delivery of those capabilities. So, execution is the next step. To support execution, NGA creates a Jira project where statuses, transitions, and resolutions are carefully managed. Each feature or functionality is broken into corresponding tasks or issues. Each task is shared with all relevant stakeholders where real time collaboration is organized within the portal. All tasks have a single owner who is responsible for task

completion as well as the necessary collaboration to complete that particular task. All project updates on each task are real time as they occur so any project variance no matter how seemingly insignificant can be identified and handled immediately.

Control: This approach works particularly well on NGA projects because NGA owns, operates and manages all the source code which provides full control over the development cycle.

Clear Understanding of Areas of Risk: NGA has analyzed and organized the **A.5 CRM Functionality Requirements** into seven categories so the development effort could be clearly understood and clear risk assessment applied: (i) CRM & CHS Integration, (ii) System Audit, (iii) Dashboard & Reporting, (iv) Security, (v) Smart Forms, (vi) Training, and (vii) Medical Billing & Health Information Exchange Integration.

Seamless Integration Between CRM and CHS: The most prominent functionality category is **CRM & CHS integration** which accounts for approximately 50% of the requirements listed in Exhibit A, thereby presenting the greatest risk to success. More specifically, this risk exposes MHCC workflow which would be impeded by a poor integration between CRM and CHS since the two systems are so interdependent and require seamless interoperability. NGA is especially prepared to mitigate this risk and deliver a perfect fit for MHCC because we own and control both code bases, which allows for perfect integration. In addition to seamless and fluid flow of data including automatically populating fields and forms from call and text metadata (phone number, name, call source, start time, etc.) for new or recurring help-seekers, both code bases share the same Dashboard, Reporting, Security, and System Auditing which ensures a consistent user experience tailored to MHCC's needs across every aspect of the project.

Help- Seeker Data Organization: All information about the Help- Seeker is stored in a single repository joined together by an abstracted identification number. Help-seeker consent, contact preferences, and follow up preferences are retained within this repository. MHCC can add or remove any data attributes collected and stored about the Help- Seeker, furthermore, data elements of this vital Help- Seeker profile can be provided to the 911 Call Taker via ADR integration so they can provide accurate information to responding officers. The information includes cases, chat sessions, call recordings, documents, forms, referrals, follow up tasks, demographic information, concerns, call outcomes, household data, parents, care providers, etc.

Help-Seeker Data Record

Contacts BACK EDIT ...

☰ DETAILS
📞 CONVERSATIONS
💬 COMMENTS
📎 ATTACHMENTS
📅 HISTORY

DETAILS

Name * Don Ferguson Account Birth Date 12/21/2020

Status Type Contact Tags

CONTACT

E-mail don@nga911.com Phone 2132841480 Mobile

Send Ticket Notifications to this email

Fax Job Title CEO

ADDRESS

Street 15137 gilmore street City Los Angeles Zip Code 91411

State California Country

ASSIGNMENT

Assigned Groups

Conversation Logging SMS, Voice, Chat, Email, and Face to Face (Automatic or Manual)

Contacts

☰ DETAILS 📞 CONV

Conversations All

Subject

✎ ... Email Rec

✎ ... Meeting

✎ ... SMS Disc

✎ ... Initial Con

Create ✕

DETAILS

Subject * Phone/Email *

Duration (min.) * Owner

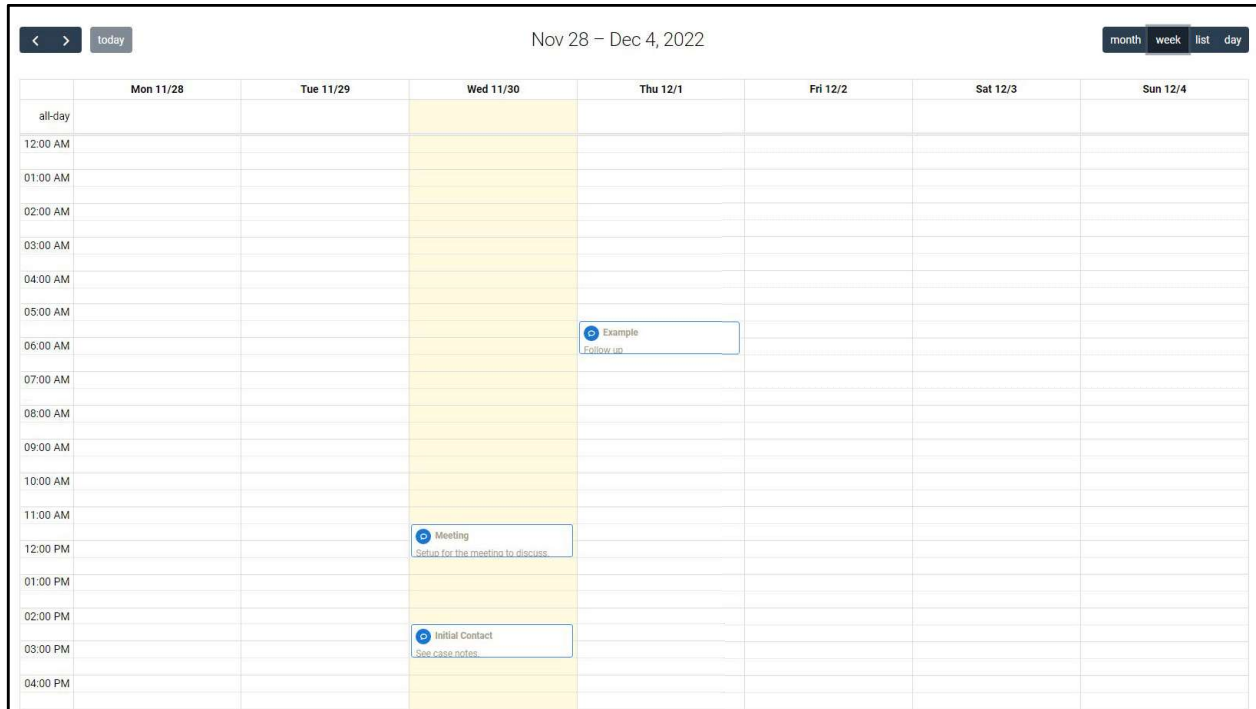
Contact Don Ferguson

Date Direction

Type Status

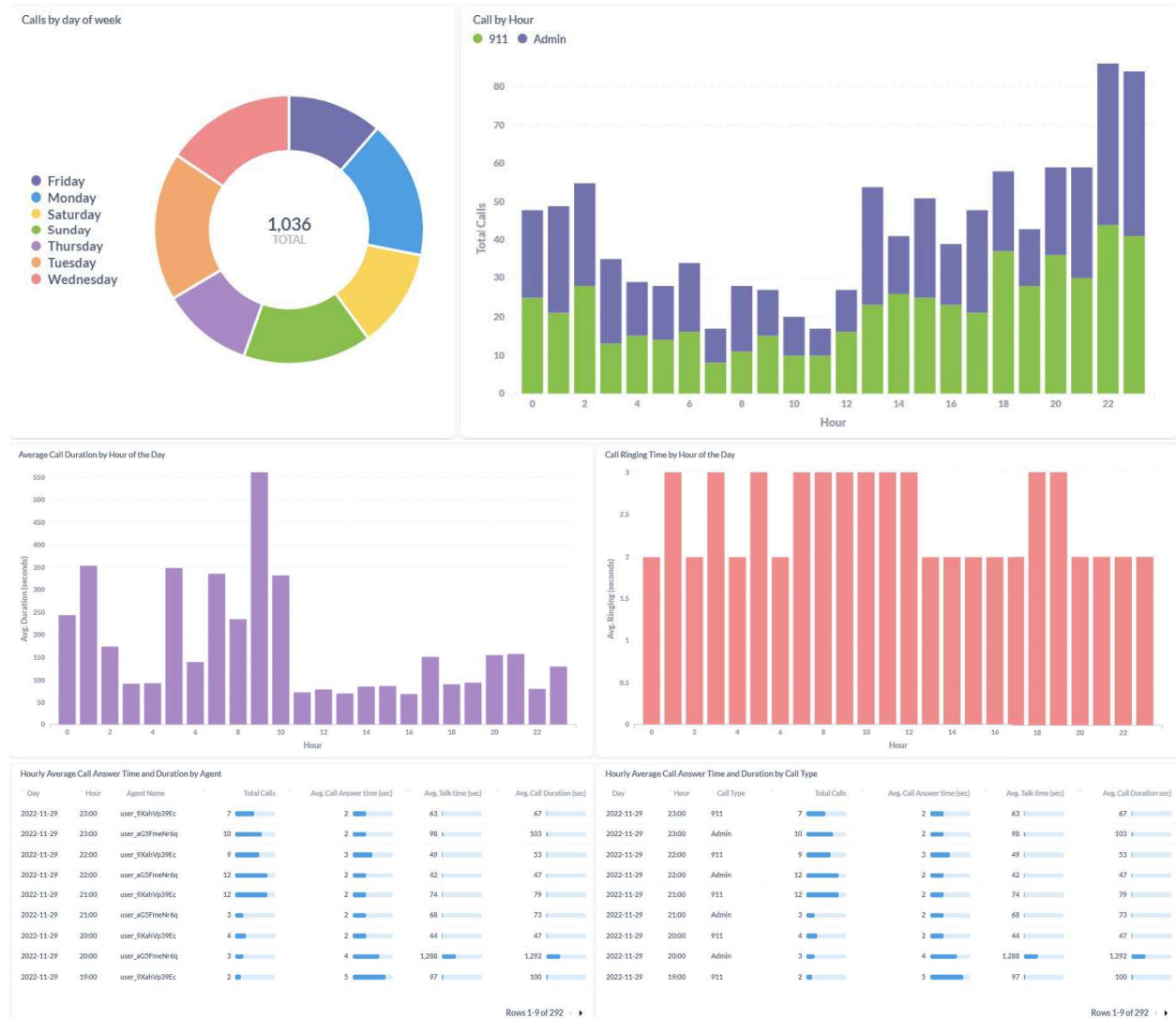
Description

Task Item Calendar



Workflow, Follow Up Calls & Other Interactions: We can translate existing workflows as well as task our subject matter and UI/UX experts to work with your counselors and create visual question-based workflows that accurately assess risk based on core areas of knowledge. These CRM and IVR workflows will incorporate decision trees based on counselor skill and situational data.

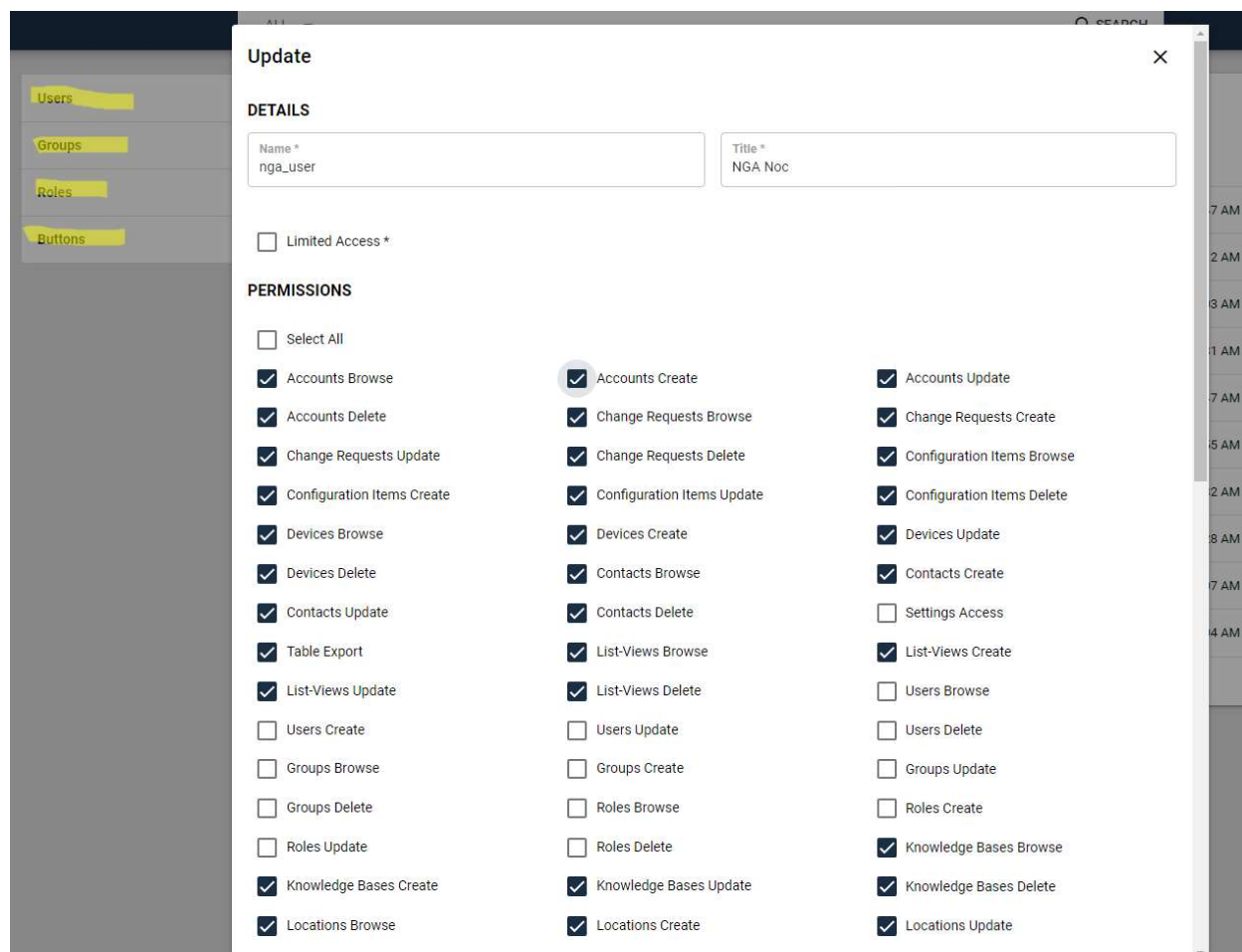
Dashboards & Reporting: The second most prominent category is Dashboard & Reporting which comprises about 20% of the requirements. NGA includes this functionality out of the box, although it does require that NGA’s engineers configure the Data Warehouse. All CRM and CHS data is automatically pushed to the Data Warehouse where an unlimited number of counselors and supervisors can have their own unique customizable views (without running reports) that include such important analytics as call center and personal performance analysis or any other simple or complex MHCC metric analytic requirement. The configuration involves managing the 9-8-8 private cloud to include data storage (S3 buckets) and data warehouse (Redshift) services, as well as the configuration of these services. Once configured, these services receive relevant 9-8-8 data for crunching and archiving. Once the data warehouse does its job, NGA’s sophisticated user interface provides the user interaction with the data that satisfies all the reporting, dashboard, and collaboration requirements you have identified.



Security & System Auditing is specifically mentioned in the functional requirement, and it is embedded in the solution and available out of the box. In addition to application-level controls, The NGA solution has a deeper layer of security and monitoring, including leveraging CloudTrail logs to prove compliance with regulations such as SOC, PCI, and HIPAA requirements. The NGA security posture includes recording user activity and events, as well as automated workflow rules based on certain critical events. Moreover, the CRM, utilizing NENA specified Data Rights Management, will provide PII, PHI, and HIPAA associated data segmentation, encryption, and access rights (read, write, update, create, delete, and execute) permit or deny as inherited by the AAA Active Directory.

Data Retention: NGA observes and applies cybersecurity controls established by NIST Special Publication 800-209, Security Guidelines for Storage Infrastructure through its data storage infrastructure. This includes completely automated data lifecycle management from data creation, transition to glacial storage, and eventual deletion - all in compliance with NIST media controls.

Application-Level Security: Application-level security required by Exhibit A is depicted below and includes comprehensive User, Groups, Roles, and Workflow Button access level controls.



Training: We employ several training techniques that meet the Exhibit A requirements, including in person, online, pdf manuals, function-based automated walkthroughs, context sensitive help, and use case walkthroughs. We understand the training, user adoption, and ease of use are critical factors for project success, which is why we have a UI/UX expert assigned to this project. CRM must be easily approachable and usable, yet very powerful for the more sophisticated users.

Risk Assessment: NGA will provide MHCC risk assessment technology that empowers counselors to collect the proper information and real time visual risk assessment. As identified in A.0.9, our subject matter expert, UI/UX, and technology teams will work together with MHCC to deploy exactly the needed solution.

Referral Resource Management: Counselors often refer help-seekers to other organizations for assistance. The search, creation, modification, association to help-seeker are functions that will be included within this module. These resources will be tagged by various characteristics including, but not limited to, MHCC defined categories, age group, and location.

Medical Billing & Health Information Exchange is an integration that must be built. Working with the MHCCs and their individual electronic medical record (EMR) system providers, NGA will use industry standard secure APIs to complete this essential task. The extent of integration between the CRM and EMR will not be clear until after

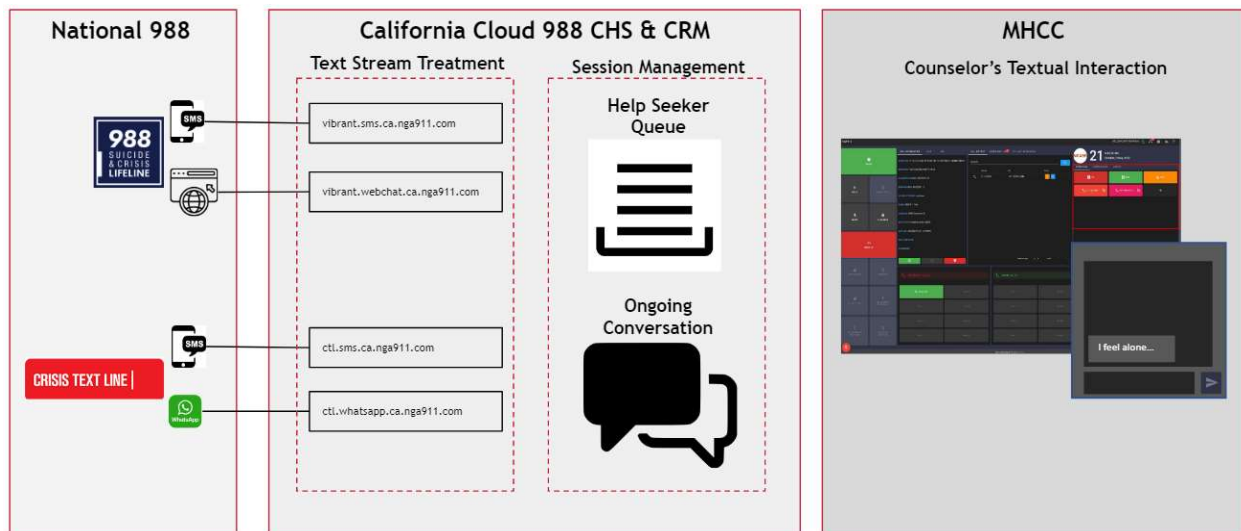
contract award and the necessary collaboration meetings occur, but NGA is capable of providing the desired level of integration ranging from a simple front-end for the EMR to a comprehensive fully independent CRM solution with minimal coupling to the existing EMRs.

A.0.8 Describe how the 9-8-8 CHS solution shall support an interface for text and chat with Vibrant and Crisis Text Line (741741). Description shall include how the contractor will work with Vibrant and Crisis Text Line to implement the solution and shall include how chats and texts can be accessed simultaneously.

Network Layer IP Connectivity Between 988 Cloud, Vibrant, and CTL: Per Exhibit A, Technical Requirement A.1.5, "CHS shall interface with 9-8-8 trunks delivered to the MHCSS by the National 9-8-8 system." Similar to how we worked with OnStar, NGA will work with both Vibrant and CTL to configure these trunks for the delivery of IP messages to California MHCCs. NGA will terminate networks from CTL & Vibrant in the AWS Cloud infrastructure using AWS Transit Gateways. The AWS Transit Gateway will connect the California 988 multi-region, active-active, Virtual Private Clouds (VPCs) and CTL & Vibrant networks through a central hub. Transit Gateway acts as a highly scalable cloud router.

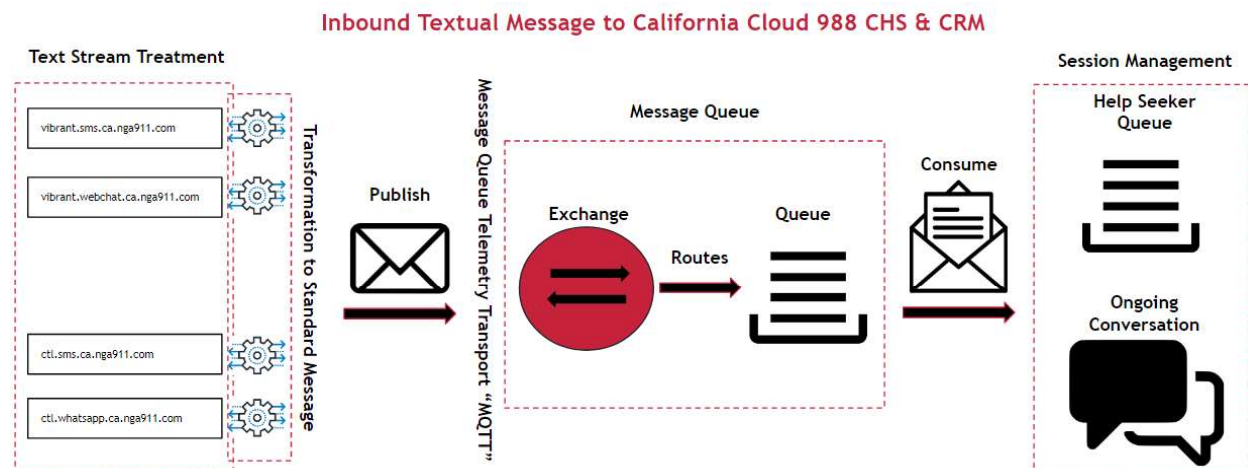
NGA Network and Cloud Expertise: A proper network build is fundamentally important to the success of this project since all message delivery depends upon a well-architected, monitored, and maintained network. Interconnecting networks in the cloud requires the diverse skill sets of both networking and cloud expertise. NGA's deep technical expertise in both network and cloud infrastructure is already proven in the State of California without work on the NextGen 911 platform. Further, NGA has already experienced the cycle of interconnecting third parties to complex cloud network systems in California with the work we performed with OnStar.

Application Interaction: Now that networks are interconnected, Vibrant and CTL applications can begin exchanging messages with California Cloud CHS & CRM where messages can be delivered to MHCCs.



National 988, in the context of textual communication, consists of Vibrant and CTL sending and receiving textual messages to/from California MHCCs via the California Cloud 988 CHS & CRM. **Vibrant Message Types:** Vibrant sends text and web chat message types. Lifeline SMS includes the shortcode "65173" and "9-8-8", as well as the ten-digit number "1-800-985-5990". Lifeline also includes proprietary webchat functionality which captures essential data like zip code, name, age, gender identity, concern, thoughts of suicide, scale of upset, contact information (optional), and TOS acknowledgement. **Crisis Text Line Message Types:** CTL sends both SMS and WhatsApp message types. CTL SMS function is handled via their SMS shortcode "741741". CTL WhatsApp function goes directly to a "Crisis Text Line" WhatsApp business account.

California Cloud 988 CHS & CRM: The messages from Vibrant and CTL must be managed and processed before they are viewable by a counselor.



Text Stream Treatment: NGA will publish distinct endpoints, resolved by domain name, for each of Vibrant and CTL textual streams. The DNS name convention will be <source provider>.<service>.ca.nga911.com where “source provider” is either Vibrant or CTL and “service” is either SMS, webchat, or WhatsApp. Vibrant and CTL will deliver their textual streams to these endpoints without any modifications to their systems other than adjusting the destination address of their messages. At this step the textual message is officially ingressed to California Cloud 988. Now the message must be treated for ultimate delivery to a counselor.

Transform and standardize the textual stream: The next step in the California Cloud 988 is to transform the message, regardless of carrier or source or data structure (HTTP, SIP, Text), to a standard message format that would include “Date Time”, “Source Provider”, “Source IP Address”, “Type”, “From”, “To”, and “Message” and any other metadata that would be available from the inbound textual stream.

Publish. Queue. Consume. After the message has been ingressed and properly transformed, it then must be prepared for delivery to a counselor. So, the transformed message is published to a Message Queue Telemetry Transport “MQTT” messaging system. **MQTT** serves the needs of MHCC by providing an application layer protocol that focuses on process-to-process communication across IP networks. MQTT is an **OASIS** standard messaging protocol for the Internet of Things (IoT). MQTT step is essential for the robustness of the application to scale at ingress, manage egress, control message delivery, and monitor message handling (Facebook uses MQTT). MQTT serves as the message-queue where queues like conversation.outgoing, conversation.incoming, and chat-application-messages are defined so applications can register with the queue to exchange messages between Help-Seeker and Counselor. Once the message traverses MQTT, it gets consumed by CHS to be rendered to the Counselor via the browser interface.

Help-Seeker Queue: New conversations that have not been assigned a counselor are present in a Help Seeker Queue where they can be engaged and owned by a specific counselor. Once owned by a counselor, the conversation is removed from the Help-Seeker Queue.

Ongoing Conversation: Conversations that have been pulled from the queue and owned by a counselor are considered “ongoing”. Interaction with these conversations is performed via the **MHCC Counselor’s Textual Interaction** window seamlessly integrated to CHS. While ongoing conversations are typically between the

counselor and Help-Seeker, the conversations can be joined, monitored, or mirrored by other participants as needed. NGA's MQTT implementation enabled maximum flexibility for routing, moving, and expanding a conversation. Additionally, business rules can be employed to escalate "unresponded" conversations back to the queue so that every message gets answered.

Simultaneous Messages: NGA's Cloud 988 CHS and CRM messaging system is built upon the same technology that fueled the growth of technology companies like Facebook. MQTT can scale to connect with millions of users. Reliability of message delivery is important for many IoT use cases. This is why MQTT has 3 defined quality of service levels: 0 - at most once, 1- at least once, 2 - exactly once.

Security: In the case where a counselor is not in the office and working remotely, it is important to ensure security is not compromised. Messages are encrypted using TLS, as well as authenticated clients use modern authentication protocols, such as OAuth.

Handling Additional Data: NGA's messaging solution can accommodate any additional data sent by Vibrant or CTL. For example, Vibrant's Webchat registration form allows for the collection of situational information like zip code, name, age, gender identity, concern, thoughts of suicide, scale of upset, contact information (optional), and TOS acknowledgement - all of which will be delivered and automatically populate CRM and CHS via this messaging mechanism.

Collaboration with Vibrant and CTL: Building a collaborative relationship with both Vibrant and Crisis Text Line is essential to success as identified in A.0.2. NGA will draw upon its experience in the extremely complex NextGen 9-1-1 project in California where NGA built and fostered cooperative and results-based relationships with carriers including T-Mobile, Verizon, AT&T Mobility, AT&T Landline, Sprint, and Frontier; competitors in the NGA market including Synergem, Lumen, and Atos; California Public Utilities Commission; Cal OES; FCC; and, over 200 individual PSAPs across the state.

A.0.9 List the CHS and CRM technical requirements from Exhibit A that require development. The description shall include the development effort with an estimated completion time. Failure to disclose development efforts could result in a non-compliant bid and may result in material breach of contract. Disclosing development efforts will not result in a non-compliant bid. Any requirements not identified in the response shall be ready to deploy when the contract is signed.

Day One Go Live: All features are planned for Day One availability. However, to mitigate risk, NGA will assign a higher priority to the tasks that provide MHCC with a Minimal Viable Product “MVP”. The MVP is a deployable version that is in Go Live posture, it will have just enough core features to effectively support MHCC. At minimum to meet the legislative mandates the first six MHCC installations will be complete by July 1, 2023, and the remaining seven by July 1, 2024.

Senior Level Accountability: NGA is accountable for project success at all levels of the organization. Senior Leadership of NGA, including the CEO, Chief Growth Officer, and COO will be part of this project’s Executive Leadership. This will ensure that issues are handled expeditiously, communication is clear and consistent from top to bottom on the project, and resources are aligned for project success.

Features that require development:

CRM: A.5.1, A.5.3, A.5.4, A.5.12, A.5.13, A.5.18, A.5.19, A.5.22, A.5.35, A.5.39, A.5.44, A.5.47, A.5.48, A.5.51

A.5.1 - Entry Form - The CHS already has a note entry window that can be selected by the user profile settings to open as soon as a call arrives. The counselor has the option of populating this widget directly and it will simultaneously complete in the CRM, associating all known and available information at the time the calls received indexed to help-seeker ID, Call ID, and Incident ID.

A.5.3 - Index and Track Changes - The NGA CRM has a direct link to the CDR produced upon call reception and all other call metadata. As depicted in Diagram A.0.9 - 1 Metadata associated with the help-seeker, call, and incident ID; and all functional element transactions are logged (using the i3 format). Additionally even after the call has ended logging within the CRM will include timestamps and associations with the original call and any subsequent calls, as identified by the calling number or through some other identifying characteristic (i.e. name, account number, address, or other information collected by the counselor/call taker. Additionally, if possible and desirable by the MHCC associations can be made with their electronic medical record system (EMRS).

A.5.4 - Record Resolution - The NGA CRM provides complete record association and tracking to include records in all states from open, hold, transferred and resolved. The technical functionality will be fundamental to the system and the categories programmable.

A.5.12 - Auto-populate and Notify - Using a combination of help-seeker ID and calling number, the CRM will automatically notify the counselor that this is a repeat caller. All associations will then be made with prior records. NGA achieves this through the use of the CDR, the call logs and any other identifying information on the Ingress side. The CRM using data rights management (DRM), as authorized, will also be linked with the EMR.

A.5.13 - Reactive Forms and Filters - CRM forms will respond to and open based on dependencies and the workflow agreed to by the Stakeholders, since these may vary between MHCC’s custom work may be required delaying immediate implementation but not later than the project completion date.

A.5.18 - **Visual Workflow** - NGA will comply with pop-up windows and workflows associated with protocols both existing and developing. The challenge is not technical but administrative. Each MHCC is likely to have its own workflows based on standards, protocols, and regulations. As part of our role leading this project, we will set up meetings with the stakeholders to deliver on the visual workflows.

A.5.19 - **Curated Workflow** - Similar to A.5.18 the solution here is based on MHCC workflows, standards, protocols, and regulations; and NGA will lead to get these documented and implemented.

A.5.22 - **Counselor Rating and Qualifications** - NGA recommends wherever possible securely linking this functionality to the MHCCs existing administrative systems whereby the CRM inherits specific skill information and ratings in order to avoid redundancy and qualification mismatching.

A.5.35 - **Supervisor Approval** - NGA provides a permissions engine whereby services are organized and offered from a menu. Those requiring supervisor approval will be noted and such approval will be requested or can be requested through the CRM with the push of a button or automatically depending on settings and preferences. Similarly, the supervisor accepts and approves once prompted. The specifics of how this is presented in the CRM and by what means is subject to dialogue with the stakeholders.

A.5.39 - **Secure Health Billing and Information Systems Integration** - As mentioned throughout our response, NGA believes the best method to handling access rights, PII, PHI, HIPAA, business trade secrets and other information including billing is achieved through integration with the existing operational EMR systems of the individual MHCC. Achieving that integration enables the desired capabilities. If on the other hand an independent system is desired NGA will deliver that and is committed to doing so.

A.5.44 - **Administrator's Alert** - NGA is providing a complete data analytics package as part of the dashboard which will include metrics, milestones, and call volumes both in pre-programmed and ad hoc reports. The dashboard will include threshold settings, as recommendations or as set manually by Administrators, to Alert on conditions to include when a call, chat, or text reaches a time limit on a single session.

A.5.47 - **Automatic Risk Assessment** - NGA recommends that automated assessments are associated with existing protocols and systems. NGA offers data analytics, AI/ML, transcription (in English and Spanish), and other tools that may add to MHCC's already existing capabilities to provide risk assessments automatically.

A.5.48 - **Risk Assessment Meter** - Based on the above risk assessment the dashboard in the CRM may suggest risk on a visual meter.

A.5.51 - **Suggested Follow Up** - Based on the MHCC's protocols, the CRM will offer Follow Up suggestions and recommendations.

CHS: A.2.60, A.2.61, A.2.62, A.2.71

A.2.60 Mobile Crisis Response - Since the build of the Mobile Crisis Units has not been defined, we recognize that this might require development.

A.2.61 MHCC Workforce Management - MHCC can use whichever plugin they choose for shift scheduling. NGA is offering the OptaPlanner plugin for shift scheduling since we are familiar with its comprehensive capabilities. It solves staff scheduling optimization problems efficiently. OptaPlanner combines sophisticated Artificial Intelligence optimization algorithms (such as Tabu Search, Simulated Annealing, Late Acceptance and other metaheuristics) with very efficient score calculation and other state-of-the-art constraint solving techniques.

A.2.62 Shift Scheduling - Built into the OptaPlanner plugin mentioned in A.2.61 is the ability to schedule shifts.

A.2.71 **Artificial Intelligence** - While AI-powered voice analytics will be available on Day One Go Live, where calls and texts to 988 are automatically, scored, categorized, tagged and monitored, it will take time for the algorithms to mature and provide sophistication beyond simple keyword triggers. Much can be expanded in this area to expand its capabilities and ensure consistency across all channels of communication.

What is the development effort?

NGA provides a comprehensive development effort that includes programming, project management, subject matter expertise, UI/UX expertise, CRM Product Management, CHS Production Management, network engineering, training, and communication tools to ensure project success. An MVP will be achieved within five months which includes three weeks of analysis, ingress of National 988 voice and text, installation and configuration at least six MHCC locations, CHS modifications, CRM development, testing, and training. Subsequent to deployment of the initial six locations, we expect a few months of ongoing maintenance, bug fix, and clean up, then the remaining MHCC centers will be deployed.

Resources Available to MHCC Success:

- Executive Leadership (3)
- Dedicated Project Manager (1)
- Dedicated Subject Matter Expert (1)
- Dedicated Programmers (3)
- Dedicated MQTT (1)
- User Interface and User Experience Expert (1)
- CHS Product Manager (1)
- CHS Programming (6)
- CRM Product Manager (1)
- CRM Programming (4)
- Network & Field Engineering (20)
- SIP Engineering (1)
- Project Portal Administration (1)

Project Management: Project management will be required to coordinate the multiple, simultaneous areas of attack on this project. Several tasks will need to be executed in parallel, including National 988 network connectivity, CRM development, CHS development, MHCC rack installation and configuration, text message treatment, MQTT message queue configuration, and training.

Project Teams: Project Management will coordinate the efforts of CHS, CRM, Network Engineering, Field Engineering, and Training teams. Each team will operate in accordance with a plan detailed in Jira which

leadership can monitor. We use a fixed two-week duration for checkpoints. It's long enough to get something accomplished, but not so long that the team isn't getting regular feedback.

Programming: NGA sees a low-risk, light-complexity, programming effort with the CRM and CHS that spans three months. NGA will hire programmers as necessary to ensure that the legislative mandate is met and a buffer exists to absorb any unexpected effort that was not planned.

Subject Matter Expert "SME": Along with technology and project management talent, NGA will assign a subject matter expert who will be responsible for ensuring that the NGA team is well versed in MHCCs operational needs. The SME works with MHCCs to align user expectations and analyze the requirements with a firm understanding of the operational model.

User Interface and User Experience Expert: We have worked with several UI/UX experts, and we will select the best fit for this development effort.

CHS Product Manager: Our CHS Product Manager, Zviad Gvilava, will lead his six-person team of ardent CHS developers in executing the development of CHS enhancements that meet the requirements of MHCC.

CRM Project Manager: Jacob Wozniak is the lead developer and team leader for CRM. Jacob will lead his team of four dedicated CRM developers. Like the CHS Product Manager, Jacob's engagement will ensure optimal alignment, development, and deployment of Exhibit A CMR Technical Requirements.

Network & Field Engineering: CHS, CRM, and National 988 call and text ingress require network engineering, so Alexey Ashtaev will lead his team of twenty highly skilled network & field engineers to ensure MHCCs are set up properly and National 988 is properly networked to California 988 Cloud solution. This is network design, implementation, and testing work which is executed in parallel to software development. In addition to our core Network Engineering group, NGA has a large group of Field Engineers who will conduct installation and configuration of equipment at the MHCC facilities.

SIP Engineering: Although the SIP Engineering aspects of this project are light, it is important to note that NGA will have at least one SIP Engineer from our team assigned to look after any SIP issues that may arise outside of normal configuration.

MQTT: NGA uses MQTT in many use cases. We have three engineers with this core expertise and expect one of those engineers to be dedicated to this 988 project. Like Network Engineering, MQTT is not development, but it does require design, implementation, and testing.

Project Portal: NGA has a portal administrator to ensure the portal's health. All project tasks, including all engineering efforts will be aligned to customer deliverables by a dedicated project manager within the Jira Project Management platform, and the project will be managed transparently in the Jira project management platform. Designated stakeholders will be provided login credentials and have complete access to all details of the development effort.

A.0.10 Describe the ability of the 9-8-8 CHS to support the advanced ACD functions including but not limited to the ability to support processing calls from different sources (9-8-8 or admin) and directing calls to available counselors with the appropriate skill sets. Description shall include how the 9-8-8 CHS integrates IVR with ACD to meet the needs of the MHCCs that may not be known until a needs analysis is completed.

NGA's CHS offering is bundled with an Artificial Intelligence "AI" augmented Cloud IP PBX which expands its solution's capabilities to include such functionality as (a) advanced ACD & IVR functionality, (b) call ingress from different sources including 9-8-8 and admin, (c) predictive routing which accurately directs calls to the most appropriate counselors at the right time, and (d) dynamic call routing based on skill sets and real time help-seeker call data.

Voice Analytics Integration: With AI-powered voice analytics, calls and texts to 988 are automatically, scored, categorized, tagged and monitored which can be integrated with ACD for extremely intelligent call routing and escalation. Rather than manually listening and scoring calls, this is a process that is delegated to the machines through artificial intelligence. 100% of all calls and text interactions within an MHCC can be instantly ingested, tagged, scored, and categorized, resulting in a secure, searchable archive that is easily accessible to counselors, supervisors, and leadership.

Call Flow: AI can substantially enhance help-seeker call flow by offering responses to help-seekers similar to human interaction. AI assistants monitor the ACD to understand different dialects, vernaculars and speech patterns. They can discern between topics and respond according to the reason for help-seekers. This can be used for efficient pre-processing of the call for accurate queue priority assignment, so those in critical need are move to the top of the queue.

Call Handling: AI can help counselors effectively respond to help-seekers by listening to the conversation and providing useful information quickly. In this use case, AI technology operates behind the scenes to pull up helpful data based on the conversation or suggest a handful of solutions based on the help-seeker's situation.

Volunteers Can Get Help: The aforementioned "AI Call Handling" can improve the performance of volunteers by providing them access to information while the call is in progress. It can also trigger, or recommend an escalation, to a deeper skilled counselor while the call in in progress.

Experts Can Assist: With the deeper data collection and immediate synthesis of that data that NGA performs within the ACD, more accurate call routing can allow counselors to focus on the more difficult situations. Furthermore, expert assistance is triggered on a more consistent basis, and certainly in those situations where it is most needed.

Automatic Call Distribution "ACD" is responsible for accepting, holding or queuing, delivering, intelligent queue-based routing, and reporting telephone calls in a high volume based on predefined strategies, including time-based routing, Choice-based Routing with IVR, Queuing, Ring All, and Linear. ACD has an adjunct processor which gathers and reports all statistics.

While NGA has powerful ACD functionality built into its IP PBX, it is also possible to integrate CHS with other third party ACD systems. NGA has found this important during a deployment which includes transition from a legacy

system where the implementation is best approached incrementally as the legacy system is carefully dismantled without interruption to operations.

As demonstrated in NGA's NG9-1-1 deployment in California, NGA is able to **support processing calls from different sources** including 9-1-1, admin lines, wireline carriers, wireless carriers (T-Mobile, AT&T Mobility, and Verizon Wireless), telematics calls from OnStar, and several VoIP providers including Bandwidth. In most cases NGA is directly connected to these various wireline, wireless, and VoIP carriers.

Most recently, NGA has integrated its Cloud CHS into the California NextGen network, including the delivery of calls to several PSAPs over a very complex architecture.

NGA's IP PBX (including ACD) is feature rich, and includes the following functionality:

- Skill Based Call Routing
- Call Recording
- Dynamic Caller Intelligence
- Eavesdrop/Whisper/Barge
- Agent & Queue Performance Reports
- Intuitive Queue Creation
- Drag-and-Drop Hold Treatment Creation
- Easy Agent Creation & Management
- In-App Feedback

Predictive Routing: By gathering help-seeker information at the start of a call, predictive routing's AI can transfer the help-seeker to the counselor or volunteer best suited to handle the situation. Predictive call routing factors information regarding the help-seekers' unique circumstances and analyzes their voice to estimate their mood and personality. This way, help-seekers can be optimally aligned and connected to someone who matches their temperament and needs.

Regarding **Skill-based routing**, all types of skills can be assigned to individual agents or groups of agents. Assigned skills are then displayed in each agent's detail in a separate tab entitled Skills-based routing. Different skill levels can be assigned to agents. Algorithms, using the help-seekers response to the IVR when available, route incoming calls to agents with the same skills based on rules, including Availability, Number of assigned skills, Skill level, and Number of handled calls.

In addition to sophisticated AI interaction, the NGA solution is bundled with the Digital Receptionist (aka Auto-Attendant, aka **Interactive Voice Response "IVR"**) menus. These can be used to send callers to different locations and/or allow direct-dialing of extension numbers. IVR prompts callers with recorded messages and options and processes voice input and/or touch-phone keypad selections from these menus. The IVR function responds to these inputs by providing appropriate information in the form of voice response or provides a connection to a "live" operator. IVR dial plans can be applied to both inbound and outbound calls.

Queues

Sorted By: All Queues | Resume All Queues

QUEUE & STATUS	PERFORMANCE	AGENTS	CALL HANDLING
Tier 1 Support Ext: 1002	8:38 Longest Wait	7 Calls in Queue	3 Abandoned
Engineering Support Ext: 1002	7:52 Longest Wait	10 Calls in Queue	4 Abandoned
Tier 2 Support Ext: 1002	6:31 Longest Wait	5 Calls in Queue	1 Abandoned
Engineering Support Ext: 1002	5:59 Longest Wait	8 Calls in Queue	0 Abandoned
	4:47 Longest Wait	4 Calls in Queue	2 Abandoned

Agents:

- Kristin Muramoto: Ringing
- Isaac Vega: Agent
- John White: Agent
- Josh Sanders: Agent

Call Details (On Call 10:20):

- Caller ID: +1 415-888-0000
- Caller Name: Frustrated Customer
- From Queue: Tier 1 Support
- Hold Time: 4:28
- Total Call Duration: 14:48

Agent Status Summary:

- Longest Waiting: 4:47
- Calls in Queue: 7
- Abandoned Calls: 4

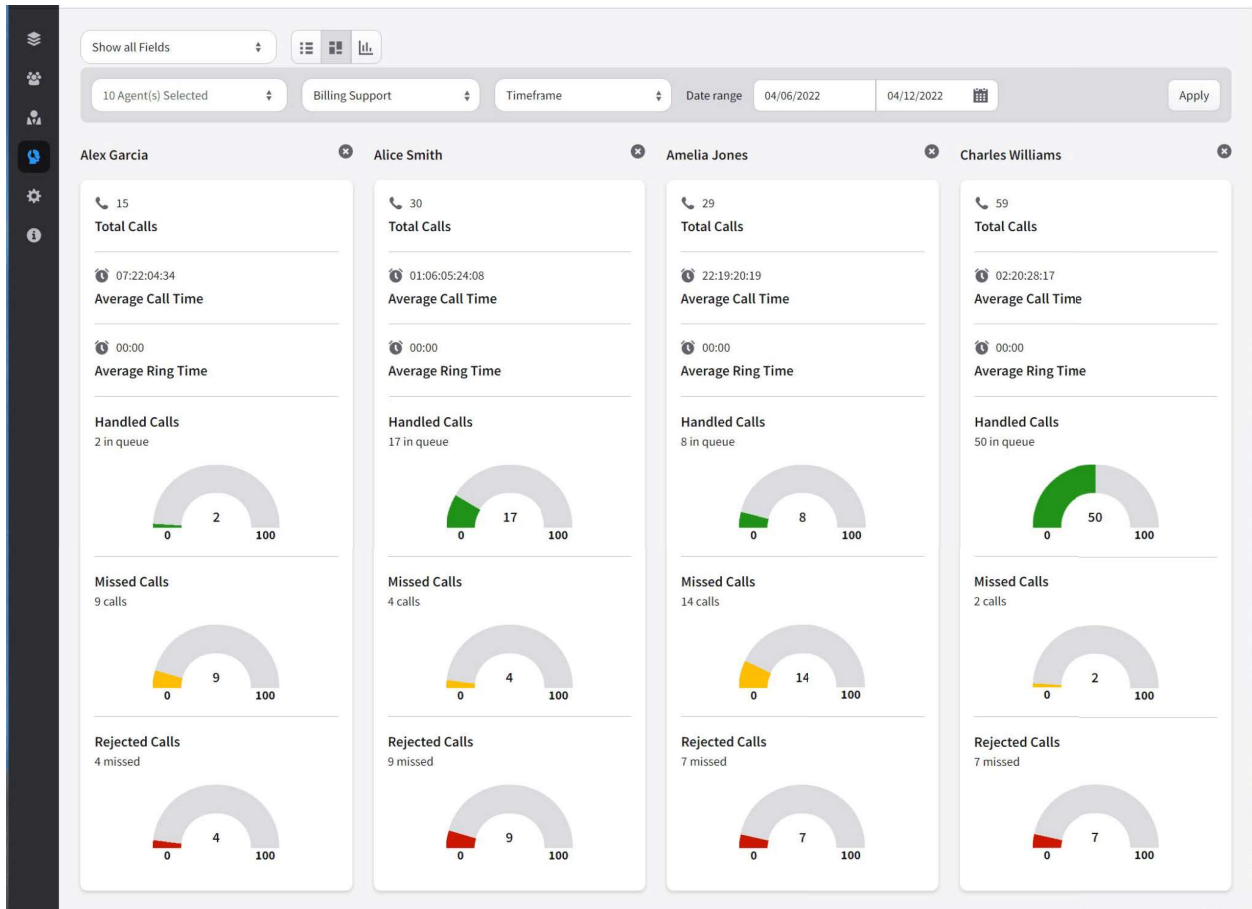
Agent Performance

Status: Ready

10 Agent(s) Selected | Select Queue | Timeframe | Date range: 04/06/2022 - 04/12/2022

AGENT	TIME	HANDLED CALLS	MISSED CALLS	REJECTED CALLS
JB	Jeremy Brown	00:07:14		
LD	Larry Davis	00:38:51		
PJ	Peter Johnson	00:15:23		
RM	Ricardo Merino	00:12:39		

Search agents: [List of agents with checkboxes]



Queues
Alice Smith
Customer Account

Status
On Call

Billing Support Active

Phone: +1 585 708 3171

06:11
Longest Waiting

0
Calls in Queue

7
Abandoned Calls

1
Agents Ready

1
Agents Busy

1
Agents Away

Default Answering Device

Alice's device

Eavesdropping (01:38)

Member: Peter Johnson

Whisper Barge

Caller ID: +1415 886 7900

Caller Name: 2600Hz

From Queue: Billing Support

Hold Time: 00:05

Total Call Duration: 02:57

End Call

Calls In Queue (0)
Members (3)
Activity Logs (313)

Manage Members

Show All Columns

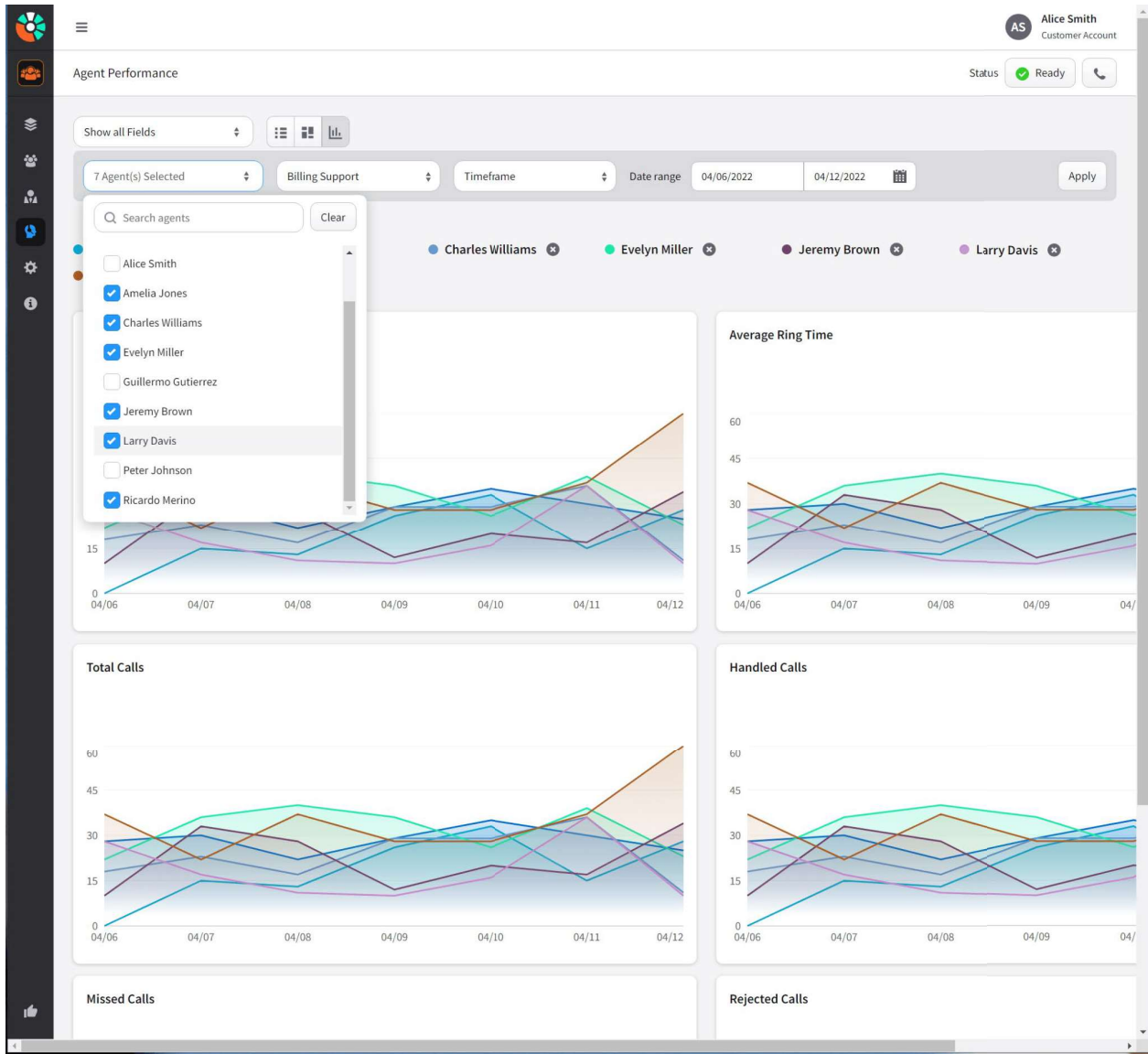


EXHIBIT B - COST WORKSHEETS

9-8-8 CHS Cost Summary - For Evaluation purposes only, a term of 7 years is used.

"Total Extended Costs" and their sum total shall not be manually entered by the Bidder. These costs are entered automatically from the "Total Extended Costs for NRC and Annual MRC" calculated on each Cost Worksheet.

CA 988 CPE Cost Summary Table		Total NRC Costs	Total MRC 7 Yr Extended Costs
Total Evaluated Cost (84 month of MRC) - 988 CHS		\$ 3,924,000.00	\$ 28,686,000.00
Total Evaluated Non-Recurring Costs (NRC) - 988 CHS Integration		\$ 3,924,000.00	
NRC Total		\$ 3,924,000.00	
84 month MRC Total		\$ 28,686,000.00	
GRAND TOTAL (NRC + 84 months MRC) USED FOR EVALUATION		\$ 32,610,000.00	

Length of Contract in Years: 7

9-8-8 CHS Costs - All implementation /ongoing maintenance is all-inclusive of costs

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*Fx12mo)
A.2.1	988 CHS (0-100 Busy Hour Calls)	0-100 Busy Hour Calls	8	Call Volume	6,000.00	\$ 576,000.00
A.2.2	988 CHS (101-300 Busy Hour Calls)	101-300 Busy Hour Calls	5	Call Volume	8,500.00	\$ 510,000.00
A.2.3	988 CHS (301-750 Busy Hour Calls)	301-750 Busy Hour Calls	0	Call Volume	10,000.00	\$ -
A.2.4	988 CRM (0-100 Busy Hour Calls)	0-100 Busy Hour Calls	8	Call Volume	10,000.00	\$ 960,000.00
A.2.5	988 CRM (101-300 Busy Hour Calls)	101-300 Busy Hour Calls	5	Call Volume	12,000.00	\$ 720,000.00
A.2.6	988 CRM (301-750 Busy Hour Calls)	301-750 Busy Hour Calls	0	Call Volume	14,000.00	\$ -
A.2.7	988 CHS Interface	Per Interface	50	Per Interface	400.00	\$ 240,000.00
A.2.8	988 CHS System Monitoring	Statewide	1	Statewide	20,000.00	\$ 240,000.00
A.2.9	9-8-8 Monthly Circuit Cost (10 Mbps)	988 Trunk - 10 Mbps	20	Per Connection	800.00	\$ 192,000.00
A.2.10	9-8-8 Monthly Circuit Cost (100 Mbps)	988 Trunk - 100 Mbps	10	Per Connection	2,400.00	\$ 288,000.00
A.2.11	9-8-8 Monthly Circuit Cost (1000 Mbps)	988 Trunk - 1000 Mbps	0	Per Connection	4,500.00	\$ -
A.2.12	ISP Services at MHCC	Internet Connectivity	13	Per MHCC	2,000.00	\$ 312,000.00
A.2.13	988 SD WAN service - NRC is Non-Tariff item	SD WAN Service	1	Statewide	5,000.00	\$ 60,000.00
	MRC Annual 12 month Total					\$ 4,098,000.00

NOTE: For Line Items A.2.1-A.2.8, 100% of the technical requirements outlined in Exhibit A, Technical Requirements, must be operational before 100% of the MRC payment will be authorized. A 20% withholding will be applied to the MRCs payment until 100% of the contract requirements are met and accepted by the State as defined in the SOW.

9-8-8 CHS integration Costs - All implementation /ongoing maintenance is all-inclusive of costs

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs = (D*F)
A.3.1	NRC Integration Equipment Install at MHCC	Integration equipment, circuits, and installation at MHCC with Call Volume less than 100 per hour	8	Per MHCC	\$ 15,000.00	\$ 120,000.00
A.3.2	NRC Integration Equipment Install at MHCC	Integration equipment, circuits, and installation at MHCC greater than 100 calls per hour	5	Per MHCC	\$ 25,000.00	\$ 125,000.00
A.3.3	NRC Integration to support CRM Interface at MHCC	Integration to support Customer Records Management with other systems	13	Per MHCC	\$ 8,000.00	\$ 104,000.00
A.3.4	NRC Integration to support 988 trunk interface at MHCC	Integration equipment to interface with 988 trunks at MHCC	13	Per MHCC	\$ 20,000.00	\$ 260,000.00
A.3.5	NRC Integration to support 988 text interface	Integration equipment to interface with 988 text and chat services	13	Per MHCC	\$ 30,000.00	\$ 390,000.00
A.3.6	NRC MHCC Display Equipment Install	Installation of monitors, computer, keyboard and other ancillary equipment	200	Per Position	\$ 500.00	\$ 100,000.00
A.3.7	NRC MHCC Display Equipment	Display equipment including but not limited to: monitors, computer, keyboard and other ancillary equipment	200	Per Position	\$ 2,000.00	\$ 400,000.00
A.3.8	NRC Basic API Development	One time 1-3 month API development outside of NENA i3 and SOW requirements	1	Per API	\$ 10,000.00	\$ 10,000.00
A.3.9	NRC Intermediate API Development	One Time 3-6 month API development outside of NENA i3 and SOW requirements	1	Per API	\$ 20,000.00	\$ 20,000.00
A.3.10	NRC Complex API Development	One Time 6-9 month API development outside of NENA i3 and SOW requirements	1	Per API	\$ 40,000.00	\$ 40,000.00
A.3.11	NRC MHCC Remediation	One Time Cost per MHCC for Remediation to prepare for equipment install	13	Per MHCC	\$ 150,000.00	\$ 1,950,000.00
A.3.12	IP Phone Set and Setup	One time cost, upon MHCC request	200	Per Phone	\$ 500.00	\$ 100,000.00
A.3.13	Remote 988 Answering System	One time cost, upon MHCC request	400	Per Remote System	\$ 600.00	\$ 240,000.00
A.3.14	Reader Boards	One time cost, upon MHCC request	13	Per MHCC	\$ 5,000.00	\$ 65,000.00
	NRC Total					\$ 3,924,000.00

CA NG 911 / 988 CHS Specific Costs - All implementation/ongoing maintenance is all-inclusive of costs

A	B	C	D	E	G	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
A.4.1	988 CHS Support when approved	Per SOW Requirements		Per Hour	200.00 \$	-
	NRC Total					\$ -

Labor is only for activities beyond what is included in the SOW. Labor rates will only be used when directed by CA 9-1-1 Branch.

EXHIBIT C - GENERAL PROVISIONS FOR
ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (eVAQ)

GENERAL PROVISIONS

FOR
ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS
(eVAQ) #19-001
Revised 09/19/2019

Issued by:

STATE OF CALIFORNIA

California Department of Technology Statewide
Procurement

PO Box 1910

Rancho Cordova, CA 95741

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1. DEFINITIONS

Unless otherwise specified in the Statement of Work, Appendix A, Glossary, the following terms shall be given the meaning shown below.

- a) "**Acceptance Date**" means the date that the legal act of documenting that Equipment or Services conform to the requirements of the contract.
- b) "**Acceptance Tests**" means those tests performed during the Performance Period which are intended to determine compliance and reliability of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- c) "**Application Program**" means a computer program intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- d) "**Attachment**" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
- e) "**Business Entity or Firm**" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- f) "**Buyer**" means the State's authorized contracting official.
- g) "**Commercial Software**" means Software developed or regularly used that:
 - (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) "**Contract**" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

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- i) "**Contractor**" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- j) "**Custom Software**" means Software that does not meet the definition of Commercial Software.
- k) "**Customer**" means the State, or for CALNET Contracts any government entity with an authorized Non-State Entity Service Provider Agreement (NESPA)
- l) "**Data Processing Subsystem**" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- m) "**Data Processing System (System)**" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- n) "**Deliverables**" means Equipment, Software, Information Technology, telecommunications technology, Hardware, documentation and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of Services.
- o) "**Designated CPU(s)**" means the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- p) "**Documentation**" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- q) "**Equipment**" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Telecommunication System or Subsystem, including its Hardware and Operating Software (if any).

- r) "**Equipment Failure**" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- s) "**Facility Readiness Date**" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment or Software delivery and/or installation.
- t) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and Telecommunications Equipment).
- u) "**Hardware**" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- v) "**Installation Date**" means the date specified in the Statement of Work by which the Contractor must have commenced the Services, or installed Software or Equipment ready (certified) for use by the State.
- w) "**Information Technology**" refer to [California State Administrative Manual, Chapter 4819.2](#).
- x) "**Machine**" means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- y) "**Machine Alteration**" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- z) "**Maintenance**" includes : (i) remedial maintenance performed by the Contractor or manufacturer as a result of Services, Equipment or Software failure, and which is performed as required, i.e. on an unscheduled basis; or (ii) maintenance performed on a scheduled basis by the Contractor or Manufacturer and is designed to keep the Equipment and/or Software in proper operating condition.

- aa) "**Manufacturing Materials**" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- bb) "**Operating Software**" means those routines that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- cc) "**Operational Use Time**" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- dd) "**Ordering Document**" means the form used to request (also includes moves, adds, changes or deletes) services such as a Form 20, STD. 65 or other Customer authorized procurement document.
- ee) "**Performance Testing Period**" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed equipment and software prior to its acceptance by the State.
- ff) "**Period of Maintenance Coverage**" means the period of time, as selected by the State, during which maintenance Services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for Services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- gg) "**Principal Period of Maintenance**" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "**Scope of Work**" means description of work as mutually agreed upon by the Contractor and the Customer that is included as an attachment to Service Requests.
- ii) "**Services**" means any and all Services required to be performed by the Contractor pursuant to Contract.

- jj) **“Service Level Agreement (SLA)”** means an established set of metrics to be used to measure the level of service provided by the Contractor against the agreed to level of services.
- kk) **“Software”** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating software, Programming Aids, Application Programs.
- ll) **“Software Failure”** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **“State”** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **“State Data”** means all data owned by the State, and submitted to, processed by, or stored by the Contractor under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with “Customer Data”, “Customer Content”, or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. **“Non-Public Data”** means data submitted to the Contractor, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data includes Customer Proprietary Network Information (CPNI). It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
 - ii. **“Personal Data”** means Personal Information as defined by the California Information Practices Act (Civil Code Sections 1798 et seq.) submitted to the Contractor.
 - iii. **“Public Information”** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act

(Government Code Section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

- oo) "**Statement of Work**" or ("SOW") means a document provided by the California Department of Technology (CDT) which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to provide or perform, the responsibilities and expectations, indicating the type, level and quality of Service that is expected, all of which form a contractual obligation upon the Contractor.
- pp) "**System**" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- qq) "**Telecommunications**" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- rr) "**U.S. Intellectual Property Rights**" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. PURPOSE

These General Provisions - electronic Vendor Application of Qualifications (eVAQ) #19-001 are part of the Contract entered into effective as of the Effective Date of the agreement between the State and Contractor.

3. CONTRACT FORMATION

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), 3.5 (commencing with Section 12120), 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), or PCC Section 6611, then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in subsection 3.a) above, Contractor's quotation or proposal is deemed a

firm offer and this Contract document is the State's acceptance of that offer.

- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

4. CONTRACT EFFECTIVE DATE

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology ("Effective Date").

For CALNET Contracts, an awarded Contractor shall not begin implementation, i.e., selling Services or accepting the Customer orders until the CALNET Contractor Management and Organization (CALNET CMO) authorizes the Contractor in writing to do so, and naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and Services of an awarded Contract to the extent determined by the CALNET CMO to be in the State's interest.

For all other Telecom Contracts the Contract Effective date is when the California Department of Technology approves the Contract, unless otherwise specified in the Statement of Work.

5. IRREVOCABLE OFFER

From the date that Contractor executes this Contract ("Signing Date") until such time as the State executes this Contract and Statewide Technology Procurement approves the award of this Contract to Contractor, and as such process is further described herein, this Contract constitutes the irrevocable, firm offer by Contractor to provide the Services to the State for the charges in accordance herewith. This Contract shall not be binding or of any legal force or effect on the State until the authorized execution of this Contract by the Department of Technology, as provided in Section 4 (Contract Effective Date).

Notwithstanding the foregoing, from the Signing Date until the Effective Date, Contractor shall actively continue planning and working with the State to ensure the timely completion of all tasks necessary and sufficient to prepare for and achieve a smooth and seamless conversion of the services related to the ongoing operation, support, and maintenance of the State's infrastructure related to services hereunder that is from the State and its current third party service-providers to Contractor. The State may exercise its option to extend by giving written notice of extension to Contractor prior to expiration of the Term. Contractor shall provide a reminder letter to the State ninety (90) calendar days prior to the end of the Term and each extension thereof if the State shall not have previously provided written notice to Contractor of its intent to extend the Contract prior to such dates.

6. COMPLETE INTEGRATION

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior, contemporaneous, different, or additional agreements pertaining to the subject matter of the Contract.

7. SEVERABILITY/SURVIVAL CLAUSE

Contracts shall automatically incorporate by reference all of the eVAQ terms and conditions which shall apply for the duration of the Contract. Vendors may utilize the eVAQ terms and conditions for multiple solicitations provided the eVAQ is valid and applicable. If any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect.

8. INDEPENDENT CONTRACTOR

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

9. APPLICABLE LAW

- a) This Contract shall be governed by and interpreted in accordance with the laws of the State of California: venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. To the extent Services in this Contract are subject to the jurisdiction of the California Public Utilities Commission (CPUC), the CPUC shall have jurisdiction over this Contract, and Contract and related Services may be subject to modification from time to time as the CPUC may so order in the exercise of their lawful jurisdiction. The United Nations Convention on Contracts for the International Sale of Equipment shall not apply to this Contract.
- b) Contractor, in conducting its business as required by the Contract (including the Solicitation) and agreed to in the proposal, shall comply with the Communications Act of 1934, as amended (including, but not limited to, the Telecommunications Act of 1996 and subsequent Acts), and as interpreted and applied by the applicable regulatory authorities and courts and any applicable rules, regulations and decisions of the Federal Communications Commission (FCC) and the CPUC.

10. COMPLIANCE WITH STATUTES AND REGULATIONS

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent

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affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought pursuant to this Section.
- f) In the event that any term or action required in this Contract requires a regulatory filing, Contractor shall make such filing and such action and/or term shall, to the extent applicable, be made effective pursuant to the rules of the Federal Communications Commission (FCC) and/or the California Public Utilities Commission (CPUC). To the extent applicable, Contractor shall make the appropriate FCC filing in a timely manner with the rates being effective consistent with FCC requirements. Under the CPUC, terms are effective immediately upon signature by the parties; provided, however, that, to the extent applicable, Contractor is obligated to and shall make a formal filing with the CPUC in a timely manner and shall provide the State with written notice that such filing has been made.
- g) In addition to the foregoing, Contractor shall, after execution of this Contract, make all necessary regulatory filings which shall include the rates and charges for Service and any terms and conditions that affect the rates and charges paid by any Customer.

- h) Should the filings described herein not adequately address an issue or fail to address an essential fact, Contractor's tariffs or published service guides (or other published corporate pricing if Contractor is not required to file tariffs) (collectively the "Contractor's Published Pricing"), if applicable, shall be utilized as a basis for providing continuity of Service, and Service offerings, pending subsequent mutual agreement and modification of this Contract by the parties; provided, however, if the parties are unable to reach such mutual agreement within a reasonable period of time and good faith effort, then the State may take action pursuant to the terms and conditions of this Contract, including but not limited to terminating the affected Service(s) without penalty, or continuing Service at the Contractor's Published Pricing.

11. CONTRACTOR'S POWER AND AUTHORITY

- a) The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the

State will reasonably cooperate in the defense and in any related settlement negotiations.

12. ASSIGNMENT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

13. WAIVER OF RIGHTS

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

14. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) All regulatory filings pursuant to the terms and conditions of this Contract.
- b) The eVAQ inclusive of the General Provisions eVAQ #19-001. In the instances provided herein where the General Provisions eVAQ #19-001 permit modifications in the SOW, the language in the SOW shall take precedence over the replaced eVAQ or General Provisions eVAQ #19-001 paragraphs.
- c) The Contractor's eVAQ, and any attachments thereto.

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- d) The STD 213 Standard Agreement or any related ordering documents such as STD 65, as applicable, and any amendments thereto, issued as a result of a solicitation (e.g., IFB, RFQP and RFP).
- e) Statement of Work (SOW) contained in the solicitation documentation in the following order of precedence:
 - i. The specifications and requirements contained in the solicitation documentation (e.g., the SOW, including the Business and Technical Requirements, and Appendix A, Glossary).
 - ii. The State approved Catalog A and any amendments thereto (for CALNET Contracts only).
 - iii. The Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their bid or proposal. (The parties acknowledge and agree that silence in the bid or proposal with respect to a particular solicitation specification or requirement equals consent by the Contractor.)
- f) Appendix E, Authorization to Order (ATO) form for Services to local government jurisdictions (for CALNET Contracts only).
- g) Form 20, Telecommunications Service Request or equivalent, and Work Authorizations.
- h) The Scope of Work (i.e. agreement between the Contractor and Customer per the Service order) as may be issued by authorized Customers, including in the following order of precedence:
 - i. The specifications and requirements contained in the Scope of Work.
 - ii. The Contractor's response to meet or exceed the specifications and requirements in the Scope of Work as stated in their offer. (The parties acknowledge and agree that silence in the offer with respect to a particular Scope of Work specification or requirement equals consent by the Contractor.).

- iii. All other documents incorporated in the Contract by reference (e.g. End User License Agreements, Acceptable Use Policies, Service guides, product specific terms and conditions).

15. PACKING AND SHIPMENT

- a) All Equipment are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to (i) show the number of the container and the total number of containers in the shipment, and (ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Equipment shipped; and appropriate evidence of inspection, if required. Equipment for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the Department of Technology.

16. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation

Management Unit within the Department of Technology and a waiver is granted.

- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

17. DELIVERY

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities or Services specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

18. SUBSTITUTIONS

Substitution of Deliverables may not be tendered without five (5) days advance written consent of the California Department of Technology (CDT). Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CDT.

19. SERVICE INTERRUPTIONS

Unless otherwise specified in the Statement of Work, the Contractor's liability for Service interruptions, if any, shall be limited to credit out of allowances provided for in the agreement or Service Level Agreement (SLA) including any applicable tariffs incorporated.

20. CUSTOMER IN-USE REQUIREMENTS

- a) The purpose of the Customer In-Use Requirement is to allow time for the Contractor to correct defects that could prevent new Equipment or Services from performing correctly in support of State programs.
- b) The State requires that each Service, Equipment, and Software component proposed as part of a solution must have been installed and in production to one or more commercial or government accounts in the same or substantially same configuration provided, to paying customers external to the Contractors organization, for at least six (6) months prior to the Installation Date set forth in the applicable Statement of Work or Work Order.
- c) The State has the option at any time to request from the Contractor supporting evidence of compliance to the Customer In-Use Requirements.

21. INSPECTION, ACCEPTANCE AND REJECTION

Unless otherwise specified in the Statement of Work, and subject to Section 39, Invoices and Payments:

- a) Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three (3) years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices directly related to performance of the Contract.
- b) All Deliverables may be subject to final inspection, test and acceptance by the State or its authorized representatives. Deliverables may be subject to inspection, test and acceptance at destination, notwithstanding any payment or inspection at source shall not be considered proof of acceptance by the State.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the

State. Contractor shall furnish to inspectors, at no additional cost to the State, all information and data as may be reasonably required to perform their inspection.

- d) The State shall give written notice of rejection of Deliverables delivered or Services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such Services. Such notice of rejection will state the respects in which the Deliverables or Services, do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery for all purchases, such Deliverables and Services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

22. WARRANTY

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
- i. Services will be performed in accordance with the Contract; and
 - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty for Services. The limited warranty will be for the duration of State's use of the Services, subject to the following limitations:
- i. Any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. The limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with

this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;

- iii. The limited warranty does not apply to components of Software that the State may be permitted to redistribute;
 - iv. The limited warranty does not apply to free, trial, pre-release, or beta services; and
 - v. The limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Warranty for Software Products.** Any Software products provided by the service provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- d) Contractor shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- e) Unless otherwise specified elsewhere in the Statement of Work:
- i. The Contractor does not warrant that any Services provided hereunder are error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the State, unless such modification is approved or directed by the Contractor;
 - iii. Use of Services in combination with Software or Services other than as specified by the Contractor, or
 - iv. Misuse by the State.

- f) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.
- g) **Equipment Warranty.** In addition to the warranties set forth herein, any Equipment provided by the Contractor shall be covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.
- h) **Warranty for other Deliverables.** The Contractor warrants that Deliverables furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. Unless otherwise specified in the Statement of Work, the duration of warranty shall begin on the delivery date of the Deliverables in question and end one (1) year thereafter.
- i) Except as may be specifically provided in the Statement of Work, and subject to General Provisions eVAQ #19-001, Section 52, Continuing Standards of Performance for Contractor Services, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Equipment (including without limitation an infringing Deliverable), or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable, Equipment or Service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables, Equipment or Services of

equivalent capability, function, and performance. The payment obligation in subsection (j) and (ii) above will not exceed the limits on the Contractor's liability set forth in the General Provisions eVAQ #19-001, Section 30, Limitation of Liability.

- j) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

23. SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

24. INSURANCE

Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

25. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any Services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES (EXCEPT FOR COMMERCIAL SOFTWARE AND EQUIPMENT ACCEPTED PURSUANT TO SECTION 21 ABOVE) SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

26. TERMINATION FOR THE CONVENIENCE OF THE STATE

- a) The CDT may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Deputy Director, Statewide Technology Procurement, or designee, determines that a termination is in the State's interest. The Deputy Director, Statewide Technology Procurement, or designee, shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, such date not to be less than thirty (30) days.

- b) After receipt of a Notice of Termination, and except as directed by the CDT, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Contractor shall:
- i. Stop work as specified in the Notice of Termination (except as required by any Disentanglement/Migration-Out Services).
 - ii. Place no further subcontracts for materials, Services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.
 - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- c) After termination, Contractor shall submit a final termination settlement proposal to the Customer in the form and with the information prescribed by the CDT. The Contractor shall submit the proposal promptly, but no later than ninety (90) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the CDT may agree upon the whole or any part of the amount to be paid as requested under subsection c) above.
- e) Unless otherwise specified in the Statement of Work, upon the termination for convenience, the CDT shall have no obligation to pay the Contractor any amount other than in accordance with the terms of the this Contract the agreed upon price for Deliverables or Services accepted or retained by the Customer and not previously paid for, adjusted for any savings on freight and other charges plus any unrecovered amortized capital costs originally identified in writing by Contractor and approved in advance by the CDT, calculated using Generally Accepted Accounting Principles.

27. TERMINATION FOR DEFAULT

Unless otherwise specified in the Statement of Work:

State of California
Statewide Technology Procurement

- a) The CDT may, subject to the clause titled "Force Majeure" and to subsection d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if Contractor fails to:
 - i. Deliver the Deliverables or perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract, or any contract with a Customer.
- b) The CDT's right to terminate this Contract under subsection a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the CDT's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the CDT terminates this Contract in whole or in part pursuant to this Section, it may acquire under terms and in the manner the CDT considers appropriate, Deliverables or Services similar to those terminated, and the Contractor will be liable to the CDT for any excess costs for those Deliverables and Services, including without limitation costs third party vendors charge for the Deliverables, including any Equipment (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the CDT may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the CDT, as directed , any: completed , partially-completed or accepted Deliverables or pre-paid Services, and, subject to provisions of subsection e) below, related to the terminated portion of this Contract. Nothing in this subsection d) will be construed to grant the CDT rights to Deliverables or Services that it would not have received had this Contract been fully performed. Upon direction of the CDT, the Contractor shall also protect and preserve property in its possession in which the CDT has an interest.
- e) The CDT shall pay Contract price for completed, partially-completed or accepted Deliverables and items the CDT requires the Contractor to transfer under Section d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and CDT shall attempt to agree on the amount of payment for

materials delivered and accepted by the Customer for the protection and preservation of the property; provided that where the Contractor has billed the Customer for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The CDT or Customer may withhold from these amounts any sum it determines to be necessary to protect the CDT or Customer against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CDT.
- g) Both parties, CDT and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by each party.
- h) The rights and remedies of the CDT in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability".

28. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to: a) Acts of God or of the public enemy, and b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

29. RIGHTS AND REMEDIES OF STATE FOR DEFAULT

- a) Except as provided in Section 21 and subject to Section 22 above, in the event any Deliverables furnished or Services provided by Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of

Contractor to reclaim and remove the Deliverable promptly, including providing the State with the appropriate instructions for returning the Equipment, or to correct the performance of the Services, without expense to the State, and immediately replace or re-perform all such rejected Deliverables or Services, as applicable, with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by the State in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor, (but subject to the clause titled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

30. LIMITATION OF LIABILITY

- a) Except as may be otherwise approved by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, and subject to subsection b) below, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under Section 10, Compliance with Statutes and Regulations, (ii) to liability under Section 50, Patent, Copyright, and Trade Secret Indemnity, or to any other liability (including without limitation indemnification obligations)

for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action, or (v) to direct costs of mitigation, remediation and/or notification obligations resulting from any data breach.

- c) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

31. DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts)

At any time during the term, if the State determines that such Deliverables or Services requested were not provided with the required items/Services for the Deliverable or Service to perform in accordance with the intended specification and parties cannot agree as to whether such Deliverables or Services are included as part of the Deliverables and Services offered by the Contractor and the financial impact on the Contractor of satisfying such request is less than Twenty-Five Thousand Dollars (\$25,000.00) and to the extent that the cumulative and aggregate amount of all such Deliverables or Services provided does not result in a financial impact on the Contractor in excess of Section 30, Limitation of Liability, during any contract year, such failure to agree shall (1) not be deemed a disagreement; (2) such request shall be deemed a request for Services; and (3) all such Services, products, or resources shall be provided to the State by the Contractor at no cost in accordance with the terms of this Contract.

32. STATEMENT OF ECONOMIC INTERESTS

As applicable, consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). As such, upon award and prior to beginning work, and on an annual basis, the consultant's staff and/or subcontractors (as applicable) engaged in performing the Services described in the Contract are required to complete and submit a Form 700 to the State of California. To acquire an exemption from this requirement, consultant must submit a request to the Department of Technology, Statewide Technology Procurement explaining the basis for the request and the staff or subcontractor staff to be excluded on that basis. Form 700 and instructions can be accessed at the [California Fair Political Practices Commission website](#).

33. ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES (specific to CALNET contracts)

The State acknowledges that the Contractor or its employees and/or subcontractors (collectively the "Contractor Personnel") may work closely with the State to implement and perform the Services by working on the premises of participating State agencies and departments ("State Locations").

- a) The State will ensure that Contractor Personnel have access to State Locations as reasonably necessary for the Contractor to provide the Services for which the Contractor is responsible.
- b) Contractor Personnel will coordinate with the State as necessary to obtain access to State Locations to perform the Services, or to perform other obligations as contained herein.
- c) If, as part of a State agency or department's standard policies and procedures regarding Contractors working onsite, require Contractor Personnel to execute certain documents prior to gaining access to State Locations ("Standard Access Agreements"), the State will use reasonable endeavors to:
 - i. Provide a copy of; or

- ii. A URL link to such Standard Access Agreements to Contractor in advance of any Contractor Personnel accessing the State Locations; or
- iii. Copies or references to Standard Access Agreements already executed by Contractor that apply, if any, with a statement that those are still applicable to Contractor Personnel.

34. USE AND ADVERTISING USE OF DATA

Contractor or its third party providers are not authorized to use, sell, resell, package or repackage or publicly display any information deemed by the State as confidential, sensitive or personal information pursuant to the eVAQ language or State data without written express approval of the State. This restriction includes key word searching or data mining of State data.

35. STATE COST RECOVERY

Unless otherwise specified in the Statement of Work:

The State shall not use Software, data, web services, or Documentation for a site or Service and operate the site or the Service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or Service). However, the State is authorized to provide fee-based access to an application built upon Software, hardware, Services or Documentation to eligible employees, departments, agencies, local governmental entities, and consultants of the State of California, through a website, Internet Service or otherwise, provided that the fees are established on a cost recovery basis and not for profit.

36. PRICE GUARANTEE PERIOD

The Contractor shall guarantee all pricing must be at or below market value for the entire Contract Term. Any adjustment or amendment to the original contract will not be effective unless a written amendment is approved by the State and the Contractor. The State will be given the immediate benefit of any decrease in the market, product set, or allowable discount.

Additionally, the parties may negotiate Individual Price Reductions (IPR) as described herein or the SOW Business Requirements, as applicable.

37. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

- a) Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault, negligence, or willful misconduct of Contractor.
- b) Contractor shall not be liable for damages solely arising out of or caused by an alteration or an Attachment not made or installed by Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by Contractor during the Contract.

38. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify Contractor shall relieve it of its obligations under this Contract except to the extent that Contractor has suffered actual prejudice by such delay or failure); and

- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

39. INVOICES & PAYMENTS

Unless otherwise specified in the Statement of Work:

a) Invoices

Any approved Service taxes, fees, surcharges, and surcredits may be separately identified on each invoice as applicable. In addition, each invoice shall be in the form specified by the State (including whether issued as a single, aggregate invoice or separate invoices for different Services or entities) and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow a Customer to validate volumes and charges, (iii) permit a Customer to chargeback internally, and (iv) meet the State's billing requirements in accordance with the Statement of Work. Invoices with a name other than that established in the original Contract (including approved Subcontractors or Affiliates) cannot be paid prior to execution of a Contract Amendment. The data underlying each invoice shall also be delivered to a Customer electronically in a form and format specified in the Statement of Work but also the format shall be compatible with all other applicable State's accounting systems as necessary.

b) Budget Contingency Clause

This Contract is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s)

covered by this Agreement for the purposes of this program; and/or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State other than as contained herein, or offer an Agreement amendment to the Contractor to reflect the reduced amount, as provided in Section 25, Termination for Non-Appropriation of Funds.

c) Recoup Cost Clause

For purpose and clarity and avoidance of confusion under this contract, the State is granted the limited right to make products and Services contemplated herein available to a) other State of California governmental entities and b) other municipal or local governments within the state of California. The State shall be authorized to establish a fee-based access to applications, data, documentation or Services provided under this contract, provided that the fees are established on a cost recovery basis and not for profit.

d) Acceptance Payments

Acceptance procedures to initiate payments will be as set forth in the Customer's Scope of Work and/or Ordering Documents. A Customer shall be deemed to have accepted each Service either (i) upon its issuance of written notice of such acceptance or (ii) thirty (30) calendar days after the Service activation date, excluding delays due to shipping time, or acceptance testing period (collectively Acceptance), unless otherwise specified in the Scope of Work or at or before the time the Customer gives the Contractor written notice of rejection or requests additional time. Any notice of rejection will explain how the Deliverable or Service fails to substantially conform to the functional and performance specifications of the Statement of Work and the Customer's Scope of Work. The Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The Customer, in its sole discretion, will have the option to re-perform the acceptance test. If

the Contractor is unable to remedy the deficiency within thirty (30) calendar days of notice of rejection, the Customer shall have the option of terminating for default the portion of the Contract that relates to such Deliverable or Service, or terminating this Contract in its entirety for default; and/or the State or the Customer shall have the option of terminating the Service order or accepting substitute Deliverables or Service or other remedy provided in the SOW Business Requirements. No payment will be due before Acceptance thereof, except to the extent required by progress payment terms and/or progress payment requirements in the Scope of Work, if applicable.

40. REQUIRED PAYMENT DATE

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after: (a) the date of acceptance of Deliverables or performance of services; or (b) receipt of an undisputed invoice, whichever is later.

41. SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

- a) The State government Customers of this Contract shall be subject to service taxes, fees, surcharges, and surcredits that are mandated by the government of the State of California (including the CPUC), and the federal government (including the FCC), as applicable. The Non-State Customers shall be subject to Service taxes, fees, surcharges and surcredits mandated by the State and federal governments, and also as mandated by California local government jurisdictions and political subdivisions, as applicable. Mandates in effect at the time of award and as hereafter mandated may be recovered from Customers of the applicable Service.
- b) The CDT reserves the right to verify, and if necessary, challenge the Contractor and the applicable regulatory authority, the application by the Contractor of Service taxes, fees, surcharges, and surcredits referred to in subsection a) above. Should the CDT consider the application of

such items to be inappropriate, the CDT and the Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the parties may resolve such disputes in accordance with Section 54, Disputes. Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority, the Contractor shall cease and/or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Customer(s).

- c) All charges under this Contract are exclusive of applicable federal, state and local sales, use, excise, utility, and gross receipt taxes, other similar tax-like charges and surcharges. The Contractor will provide the CDT the tax exemption certificates that comply with the requirements of the Internal Revenue Code and Regulations (i.e., see Internal Revenue Regulations Section 49.4253-11 and IRS Publication 510 or their current equivalent versions). The Contractor agrees to exempt all Entities from federal excise taxes and E-9-1-1 taxes as of the date the Contractor receives a duly authorized and valid exemption certificate. The Contractor agrees, for the purpose of federal exemption, that the CDT will act as the authorized agent for this Contract in submitting exemption requests on behalf of all Entities.
- d) The State of California government Customers are exempt from Service taxes, fees, surcharges, or surcredits imposed by local government and political subdivision entities, as applicable. The Contractor shall not apply Service taxes, fees or surcharges imposed by local governments and political subdivisions to the State as applicable. The State shall not be required to submit certificates of exemption in order to claim or confirm local government and political subdivision exemptions.

42. NEWLY MANUFACTURED EQUIPMENT

All Equipment furnished under this Contract shall be newly manufactured Equipment or certified as new and warranted as new by the manufacturer; used or reconditioned Equipment are prohibited, unless otherwise specified.

43. CONTRACT MODIFICATION

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Any change to the Contractor's name will require a Contract amendment. The State, upon notification and receipt of legal documentation indicating the name change from the Contractor, will process the required amendment, assuming no other change has been made to the business entity.

44. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State, but in no event less than reasonable care. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available other than through a breach of Contractor's or a third party's confidentiality obligations, is already rightfully in Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Contract and without reference to the State's confidential data information, or is rightfully obtained from third parties without an obligation of confidentiality or is required to be disclosed

by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

- a) The Contractor shall not use or share CPNI for any activity other than as permitted by applicable law and with the approval of the Customer. The Contractor shall provide reasonable written notification to the Customer prior to the disclosure of CPNI, except where expressly authorized by the Customer. Such notification shall indicate the reason for the CPNI disclosure. A description of the Contractor's process for obtaining the Customer's authorization to release CPNI shall be provided upon the State's request.

45. NEWS RELEASES

Any news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of Technology.

46. SOFTWARE LICENSE

Unless otherwise specified in the Statement of Work:

Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive right, to the use of Software products in this Contract. The State may use the Software products only in connection with the use of the Service and according to the licensing terms specified in a Statement of Work or otherwise in the Contract. Acceptance of the Software (including any third-party Commercial Software/End User License Agreement (EULA) associated with Services sold under this Contract will be governed by the terms and conditions of this Contract.

47. PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished by Contractor hereunder are provided for the State's exclusive use, for the purposes of this Contract only. All such proprietary data shall remain the property of Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any Contractor furnished media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to Contractor furnished licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

48. FUTURE RELEASES

Unless otherwise specifically provided in the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the Contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

49. ENCRYPTION & AUTHORIZATION KEYS

Upon initiation of Service, Contractor, where applicable, shall provide all encryption and authorization keys required by the State to operate or access the Software products, Services or Equipment.

50. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any Deliverable or Service provided hereunder. With respect to claims arising from any Deliverable including Equipment or Software manufactured by a third party and sold by Contractor, pursuant to this Contract, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party Equipment or Software sold as a distinct unit and accepted by the State. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this subsection will be conditional upon the following:
- i. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose

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liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Should the Deliverables and Services or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense either: (i) to procure for the State the right to continue using the Deliverables and Services, or (ii) to replace or modify the same so that they become non-infringing, or (iii) to discontinue the infringing Service and refund any amount paid by the State for such Service to the date when infringement occurred. If none of these options can reasonably be taken, or if the use of such Deliverables and Services by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables and Services. If in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables or the use of Services acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software, or devices not made or furnished by the Contractor; or
 - ii. The operation of Equipment furnished by the Contractor under the control of any operating Software other than, or in addition to, the current version of Contractor-supplied operating Software; or
 - iii. The modification by the State of the Equipment furnished hereunder or of the Software; or

- iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, hardware, or maintenance of computer Software in violation of copyright laws.

51. EXAMINATION AND AUDIT

Unless otherwise specified in the Statement of Work:

- a) Without limiting any examination or audit rights, or other rights of the State set forth in the Contract, Contractor agrees that the State, or its designated representative, shall have the right, at any tier or level, to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this Contract and to audit the practices and facilities used by Contractor to provide the Services and related operational matters. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment and five (5) years for Federal Universal Service Fund ("E-rate") funded projects, unless a longer period of records retention is stipulated or required by law. Contractor agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. The State agrees to take all reasonable steps to ensure that such information is not disclosed to third parties, subject to the California Public Records Act or other lawful process (e.g. in response to a subpoena).
 - i. For avoidance of doubt, audits may include those conducted by personnel of the State, or its designated representative, in performance of Contract oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports, as well as the application of service taxes, fees, surcharges and surcredits on invoices.
 - ii. If an audit reveals that Contractor has overcharged the State or Customers for Service(s) during the period to which the audit relates, then Contractor shall promptly refund such overcharges to

the State or Customer as appropriate, and, if the amount of the overcharge (offset by any undercharges revealed by such audit) is more than five percent (5%) of Contractor's charges to the State or Customer for such Service(s) for such period, the reasonable cost of such audit (including any imputed costs of State for audits performed by the State itself) shall be borne by Contractor.

- iii. If any audit reveals an inadequacy or insufficiency of Contractor's performance, including performance in connection with any security obligations of Contractor as set forth in this Contract, Contractor shall promptly develop and provide to the State, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms. In addition, the cost of such audit, and subsequent related audits or audit activity, shall be borne by Contractor in the event that: (i) the State specifically identifies a particular deficiency with respect to Contractor's performance of any particular Service; and (ii) Contractor either denies or fails to cure such identified deficiency within thirty (30) calendar days. Further, Contractor agrees to include an equivalent right of the State to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this Contract.
- b) Notwithstanding anything to the contrary in this Section, the State or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in this Section for purposes of conducting an enterprise-wide audit of Contractor's performance under this Contract (i.e., Contractor's performance hereunder with respect to all issued Ordering Documents) more than once per calendar year, however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and upon reasonable notice.
 - c) Where Contractor conducts an internal audit of Contractor's performance under this Contract which shows any significant failures by Contractor to meet its obligations hereunder, Contractor shall provide to the State a written summary describing in reasonable detail such findings of such internal audit. If Contractor determines at any time that it has overcharged any Customer, then Contractor shall promptly provide to the

applicable Customer a credit equal to the amount of such overcharge plus interest from the date of Contractor's receipt of such overcharge at a rate which is consistent with the rate provided in the California Prompt Payment Act, Government Code Section 927 et seq.

- d) Contractor agrees that (i) the State or its designees will have the right to obtain, copy and review all billing records of public or local government entities purchasing under this Contract, provided that notice of such rights is included within the Authorization to Order (ATO) under State Contract used by non-State agencies purchasing under the Contract; and (ii) the State may forward audit results showing call rate discrepancies to the CPUC.

52. CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES

Unless otherwise specified in the Statement Work:

- a) Applicability

Contractor agrees that subsequent to completion of the successful performance period and Acceptance of the Services by the State, Contractor will comply with the availability and/or performance requirements and criteria established in this Contract throughout the full Contract Term, including any extensions. If the State determines, after at least six (6) months experience with the measurement method prescribed below, that the methods and procedures should be modified to more accurately identify material System deficiencies, an appropriate Contract amendment shall be negotiated and upon agreement executed to effect such modification.

- b) Causes and Effects of Contractor Service Malfunctions
 - i. The State recognizes that Equipment failures do occur, and that Software is not infallible. Moreover, the State concedes that conditions external to Equipment may cause it to fail, particularly environmental conditions, that are outside the Equipment design operating parameters. The State agrees, therefore, that unsatisfactory Contractor Service performance which is outside the control of Contractor or

- Contractor Personnel will not be considered in a determination of the level of performance.
- ii. In the event Contractor's Service failure or unsatisfactory performance is a result of factors external to the Contract, Contractor agrees to make appropriate recommendations to the State in order that such external factors may be corrected to preclude future problems of a similar nature. Within five (5) business days after such failure occurs, Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan making such recommendations and corrections described in the preceding sentence.
 - iii. In the event that the precise cause of a failure cannot be readily determined, both the State and Contractor shall continue to research the situation until the probable cause has been identified or until agreement is reached that the probable cause cannot be identified. Within five (5) business days after such failure occurs (or such other timeframe specified in the solicitation), Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan for researching the probable cause of the failure.

c) Levels of Performance Required

Contractor shall perform the Deliverables or Services, at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the accepted industry standards or Service Level Agreements applicable to the performance of such Deliverables and the Services or, if higher, the levels of the same received by the State prior to the Effective Date and as set out in applicable Service performance exhibits or the Statement of Work, agreed upon by the parties and incorporated into the Contract. Without limiting the foregoing or other obligations of Contractor, for those Deliverables and Services for which the Statement of Work specifies a particular service level, Contractor shall provide all Deliverables, and Services at levels at least in accordance with such service levels.

d) Remedies for Unacceptable Levels of Performance

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The remedies provided in this Section shall be in addition to any remedies provided in Section 22, Warranty. If a Contractor Deliverable, requirement, or Service does not meet the minimum level of performance as set forth in the Statement of Work, the remedy or process for correction set forth in the Statement of Work will be followed by the parties. If the specific Deliverable or Service has no remedy or process for correction set forth in the Statement of Work, State shall promptly notify Contractor in writing of such unacceptable performance and the impact on the State, and Contractor shall promptly initiate action to remedy the unsatisfactory performance. Contractor shall, at its option, take one or more of the following actions to correct the situation:

- i. Provide on-site Contractor personnel for analysis of the problem;
- ii. Replace the Equipment, Deliverable or Service;
- iii. Provide substitute Equipment, Deliverable or Service satisfactory to the State;
- iv. Modify the Equipment, Deliverable or Service; or
- v. Take any other action with which the State concurs.

If Contractor fails to correct an unacceptable level of performance with respect to any Equipment, Deliverable, or Service to the requirements of the Contract of the State during the thirty (30) calendar days following receipt of written notice from the State (or such other timeframe specified in the Contract), the State and Contractor can mutually agree to extend the time to a specified date. If Contractor fails to correct the situation to the satisfaction of the State by the end of the specified time period, then, without limiting any other remedy specified in the Contract, the State may (i) secure replacement Equipment, Deliverables, or Services with Contractor responsible for payment of Costs to Cover, and/or (ii) terminate that portion of the Contract relating to the deficient Equipment, Deliverable, Requirement, or Service. The above-described remedies are not intended to constrain either party from any other action mutually agreed to by Contractor and the State as being more appropriate or to limit any of the State's other rights and remedies under this Contract, at law or in equity, including the application of Section 63, Liquidated Damages or the exercise of Section 64, Set-Off Rights.

e) Replacement or Substitution of Equipment by Contractor

If Contractor, in an attempt to improve the level of performance, replaces or substitutes Equipment or Service that meets all of the Contract requirements, such replacement or substitution shall be at no cost to the State.

f) Review of Performance

Contractor's performance will be periodically evaluated in accordance with the service levels for each Service delivered throughout the term of this Contract.

53. AVAILABILITY

If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted Services, the Contractor must, within ten (10) Business Days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those Services which it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed Service which was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. An inability to provide a mandatory requirement may be grounds for Contract termination in whole or in part.

54. DISPUTES

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally.
- b) If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the

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Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section 54, Disputes, to render a written decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention.

- c) If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within fifteen (15) days of its issuance (or the expiration of the thirty (30) day period in the event no decision is rendered by the contracting department), to the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, who shall have thirty (30) days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- d) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract Service in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- e) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee if an appeal was made. If the Department of Technology Deputy Director or designee fails to render a final decision within thirty (30) days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- f) For disputes involving purchases made by the Department of Technology, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- g) The dates of the decision and appeal in this Section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

55. STOP WORK

- a) The State may, at any time, by written Stop Work Order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period of forty-five (45) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the

delivery schedule, this Contract price, or both, and this Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

56. FOLLOW-ON CONTRACTS

- a) If Contractor or its Affiliates provides Technical Consulting and Direction (as defined below), Contractor and its Affiliates:
- i. Will not be awarded a subsequent Contract to supply the Deliverables, Services, or systems, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - ii. Will not act as consultant to any person or entity that does receive a Contract described in subsection i. above. This prohibition will continue for one (1) year after termination of this Contract or completion of the termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means Services for which Contractor received compensation from the State and includes:
- i. Development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - ii. Development or design or test requirements;
 - iii. Evaluation of test data;

- iv. Direction of or evaluation of another Contractor;
 - v. Provision of formal recommendations regarding the acquisition of Telecommunication Technology products or Services; or
 - vi. Provisions of formal recommendations regarding any of the above.
For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of Technology, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply: (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or (ii) where the State has entered into a master agreement for Software or Services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

57. COVENANT AGAINST GRATUITIES

Contractor represents and warrants to the State that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation and warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained

by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

58. NONDISCRIMINATION CLAUSE

- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

59. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the

National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Deliverables or Services by the supplier of sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. The assignee has not been injured thereby, or
 - ii. The assignee declines to file a court action for the cause of action.

61. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

62. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that Contractor currently complies and at all times during the Term of this Contract will comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

63. LIQUIDATED DAMAGES

Unless otherwise specified in the Statement of Work:

- a) General Liquidated Damages (including but not limited to performance deficiency charges or service level agreements) are intended to encourage timely delivery of Deliverables and the provision of reliable and responsive Services by the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual non-compliance to compensate CDT or the Customer for damages that are impractical or extremely difficult to estimate, but which would be sustained by CDT or the Customer in the event the Contractor fails to

perform Services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the CDT or the Customer would sustain as a result of noncompliance to the terms of the Contract. These are not punitive. CDT and the Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon Services in a timely manner as specified in the Contract or service levels CDT or the Customer may assess such amounts set forth in the Statement of Work as Liquidated Damages, and not as a penalty.

- b) Payment of Liquidated Damages. CDT or the Customer may deduct Liquidated Damages from Contractor's invoices and/or may assess such Liquidated Damages by a separate invoice at any time during the Contract or within thirty days after the contractual period ends. The CDT or the Customer will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the Contractor. If CDT or the Customer imposes Liquidated Damages, upon notification by CDT or the Customer, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s). The Contractor shall also be liable for actual damages above Liquidated Damages payment. CDT or the Customer may withhold the amount of the Liquidated Damages from any other money owed by the Contractor, in addition to any other remedies available to CDT or the Customer. Imposition of Liquidated Damages does not constitute a waiver of the CDT or the Customer's right to issue a Stop Work Order, as provided in Section 55, Stop Work, to terminate the Contract pursuant to Section 27, Termination for Default or to exercise its rights under the service level agreement terms. In the event of such a termination, the CDT or the Customer shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Contract.

64. SET-OFF RIGHTS

Notwithstanding anything to the contrary in this Contract, and in addition to the other rights of the CDT and/or the applicable Customer hereunder with respect to disputing invoices or withholding amounts, the CDT and/or the applicable Customer, in its sole discretion, may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions

of this Contract: (i) any and all amounts claimed by the CDT and/or the applicable Customer in good faith to be owed by Contractor to the CDT and/or the applicable Customer pursuant to any of the provisions of this Contract; and (ii) any and all amounts that the CDT and/or the applicable Customer believes in good faith that it does not owe to Contractor pursuant to any of the provisions of this Contract. Within twenty (20) calendar days after any such set-off by the CDT and/or applicable Customer, the CDT and/or applicable Customer shall provide Contractor with a written accounting of such set-off, a written statement of the reasons therefore, and a reasonable opportunity to meet and discuss the claimed set-off. In the event Contractor does not agree with the set-off applied, Contractor or applicable Customer may contact the CDT to seek equitable resolution or exercise its rights under applicable law.

65. CONTRACTOR PERSONNEL

- a) When Contractor needs access to Customer's premises to perform the required Services under this Contract, Contractor personnel shall perform their duties during Customer's regular work days and normal work hours, except as may be specifically agreed to otherwise by the Customer and Contractor.
- b) The CDT and/or applicable Customer reserves the right to disapprove the continuing assignment of Contractor personnel working on Customer premises. If the CDT and/or applicable Customer exercises this right, and Contractor cannot immediately replace the disapproved personnel, the CDT and/or applicable Customer agrees to an equitable adjustment in schedule or other terms that may be affected hereby.
- c) Contractor will make every effort consistent with sound business practices to honor the specific request of the CDT and/or applicable Customer with regard to assignment of its employees; If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor will make every reasonable effort to provide suitable substitute personnel.
- d) Contractor represents that the individuals designated as Contract Contact in the Contract are, and promises that any subsequent Contract Contact shall be, experienced professionals, possessing the appropriate knowledge, skills, and expertise to perform properly their assigned duties. Except as specifically provided, with regard to each of the Contract

Contact, including replacements for the Contract Contact, Contractor shall exercise every reasonable effort to not transfer the Contract Contact during the first eighteen (18) months (or such other time periods as may be specified in the solicitation or any Statement of Work) after the date that such individual commences performing Services as one of the Contract Contact hereunder. Contractor may transfer or terminate Contract Contact at any time in the event the needs of Contractor's business support a transfer, or the individual is eligible for a promotion or other positive type of employment opportunity, or the individual's personal life experience requires a transfer, or the individual's employment is terminated for "good cause" (which term, as used in this Contract, means cause for termination, including a lay-off, as determined in accordance with Contractor's employment policies, consistently applied). Contractor shall exercise every reasonable effort to notify the State prior to the transfer of Contract Contact to another position within Contractor's organization, including upon any such replacement or reassignment if the function being performed by the individual being replaced or reassigned is eliminated from the Services. If any of the Contract Contact is reassigned, becomes incapacitated, or ceases to be employed by Contractor, and therefore becomes unable to perform the functions or responsibilities assigned to such person, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview (in the presence of a Contractor representative) and provide input to Contractor concerning each such replacement.

The parties acknowledge that qualifications include a mix of experience and education and that equally qualified individuals may have different mixes thereof. Contractor shall cause its subcontractors to comply with this provision with respect to any of individuals of such subcontractors that are designated as Contract Contact.

- e) In recognition of the fact that Contractor personnel providing Deliverables, requirements, or Services under this Contract may perform similar Services from time to time for others, subject to the above paragraph, this Contract shall not prevent Contractor from performing such similar Services or restrict Contractor from using the personnel

provided to the State under this Contract, providing that such use does not conflict with the performance of Services under this Contract.

66. PROVISIONING OF DELIVERABLES AND SERVICES

The State and Authorized Users may order Deliverables and Services under this Contract by issuing the appropriate Ordering Document form(s) in accordance with the user instructions. The Contractor will not commence provisioning Deliverables or Services for a given Customer until the Contractor receives a complete, signed, accepted, and accurate order form such as a Form 20, Telecommunications Service Request, STD 65, Purchasing Authority Purchase Order, or equivalent. The order form may be accompanied by an Authorization to Order (ATO) and/or a Work Authorization as applicable.

67. UNANTICIPATED TASKS

Unless otherwise specified in the Statement of Work:

Any Services, functions, requirements, developments, or responsibilities not specifically described in this Contract that are consistent with industry standards, an inherent, necessary or customary part of the Services or are, consistent with industry standards, required for proper performance or provision of the Services in accordance with this Contract shall be deemed part of the Services and Contractor shall provide them as part of the Services without additional charge.

In the event that any other work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined for particular Deliverable(s) and/or Service(s), the procedures outlined in this Section will be employed.

For each item of wholly unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared.

It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way

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constitute a Contract other than as provided pursuant to this Contract and shall not in any way amend or supersede any of the other provisions of this Contract.

Each Work Authorization shall consist of a detailed statement including justification of the need for the wholly unanticipated work, a description of the work to be accomplished by Contractor, the job classification or approximate skill level of the personnel to be made available by Contractor, an identification of all significant material to be developed by Contractor and delivered to the State, an identification of all significant material to be delivered by the State to Contractor, an estimated time schedule for the provision of the work by Contractor, completion criteria for the work to be performed, the name or identification of Contractor personnel to be assigned, Contractor's estimated work hours per person (and/or estimated subtotal of rates and charges per Deliverable(s) and/or Service(s)) required to accomplish the work, Contractor's billing rates per work hour per person (and/or estimate rates and charges per unit for Deliverable(s) and/or Service(s)) required to accomplish the work, and Contractor's estimated total cost of the Work Authorization.

All Work Authorizations must be in writing prior to beginning work and signed by Contractor and the State.

The State has the right to require Contractor to stop or suspend work on any Work Authorization pursuant to the provisions of Section 55, Stop Work, of this Contract.

Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

- i. If, in the performance of the work, Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, Contractor will immediately notify the State in writing of Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization will not be unreasonably withheld), or

- b. Terminate the Work Authorization, or
 - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining originally estimated work hours.
- ii. The State will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours. The State agrees to reimburse Contractor for such additional work hours.

68. NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY

Unless otherwise specified in the Statement of Work:

An emergency is defined in **PUBLIC CONTRACT CODE SECTION 1102:**

"Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

- a) Contractor shall make every reasonable effort to assist the Customer in procuring use of Contractor Services consistent with that provided under this Contract to meet emergencies. The price and service levels for such compatible Services shall be reasonably set by mutual agreement of the parties and shall be no greater than the Contract rates and at service levels substantially similar to those set forth in the Contract.
- b) The Customer, at its option, may accept or reject the use of emergency equipment.

69. NON-EXCLUSIVE AGREEMENT

Nothing in this Contract shall be construed as a requirements contract or interpreted as preventing the CDT from obtaining, consistent with CDT policy, any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, or providing the same to itself. Nor shall anything in this Contract be construed or interpreted as

limiting the CDT's right or ability during the Term of this Contract to increase or decrease its demand for Services hereunder. To the extent the CDT, consistent with CDT policy, obtains from third parties, or provides to itself, replacement Services for any of the Services hereunder, the amount to be paid to Contractor by the CDT for the remaining Services will be equitably adjusted downward, to the extent necessary, to reflect the portion of the Services that Contractor will not be providing or performing, regardless of whether such Services were priced individually or as a bundle with any of the remaining Services.

70. CHARGES

Unless otherwise specified in the Statement of Work:

Contractor agrees that the Customers are not subject to any minimum monthly usage charges for any Services contracted under this Contract.

- a) Contractor agrees that Services not identified in this Contract may not be provided nor charged to any Customer pursuant to this Contract, but that Contractor may use the invoicing process of this Contract so as to allow for invoicing of Services not related to this Contract, provided that such items are clearly identified as not related to this Contract.
- b) Invoices for all contracted Services shall not be subject to late payment charges prior to the Contract defined due date.
- c) Contractor agrees that the charges shall comply with Section 78, Most Favored Nation.

71. ADMINISTRATIVE FEE

Unless otherwise specified in the Statement of Work, if applicable:

- a) Contractor agrees to pay the CDT an administrative fee as required and established by the CDT. The administrative fee shall be used to fund only the CDT activities, or the CDT funded CDT offices and activities. The CDT's objective is not to increase the administrative fee associated with any existing Service or establish an administrative fee associated with any new Service if when combined with Contractor's Contract rate for the Service the administrative fee raises the total price for the Service to a level that

is non-competitive with similar Services available in the telecommunications industry. Notwithstanding the foregoing, in all events the CDT shall be entitled to an administrative fee increase in order to achieve cost recovery of CDT program operations. The administrative fee will be based on the CDT costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by the State, based on fiscal year projected requirements, upon reasonable notice to Contractor. Administrative fees shall be determined upon contract award. Contractor will bill, collect and remit a Contract administrative fee to CDT. The administrative fee may be applied to any and all contracted items. This fee shall appear separately on the Customer's invoice. The administrative fee reimbursement amount shall appear on the monthly detailed fiscal management reports referenced in this Contract to be delivered to the CDT.

- b) Contractor shall bill, collect and remit a check or electronic funds transfer notification based on the amount billed for this administrative fee to the CDT on a monthly basis at no additional cost. The administrative fee shall be paid to the CDT no later than the 30th of the month, for the amount billed two months preceding. Contractor shall pay a late payment fee on any such administrative fees not paid to the CDT when due in accordance with the Statement of Work.
- c) Contractor agrees to provide monthly fiscal management reports identifying Services in accordance with this Contract.

72. CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein. Such written commitments include but are not limited to:

- a) Any warranty or representation expressly made by Contractor as to Deliverables, Service, Equipment or Software performance, total System

performance, or other physical design or functioning characteristics of a Machine or Software system,

- b) Any warranty or representation expressly made by Contractor concerning the characteristics of the items described in a) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and
- c) Any written notification of or affirmation or representation as to the above which is made by Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

73. SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES

In accordance with Government Code Section 11541, Contractor agrees to provide Service to all public and local agencies in the State pursuant to this Contract and hereby acknowledges that the State is not responsible for payment, Deliverables, requirements or Services rendered these Customers. Contractor agrees that it shall have no recourse against the State for any act or omission of the local public entity, which arises from Contractor furnishing Equipment or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum amount of Deliverables, requirements, or Services to be purchased.

74. AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS

- a) Contractor shall evolve, supplement, and enhance the Equipment and Services provided in the normal course of business and that which is in scope of the Contract during the Term, both to keep pace with and utilize technological advancements and improvements in the method of delivering telecommunications related Services and the pricing thereof. Contractor also acknowledges that the telecommunications environment is critical to the State's business success, and that the State's needs and requirements with regard to the telecommunications environment may

also evolve and change over time, and that the need for enhanced or modified functionality may arise. Therefore, during the Term and within Contract scope, either party may suggest enhancements or additional required Equipment or Services, modifications, cost saving items, or items that might be considered to keep pace with and/or to take advantage of the latest and most useful technological advancements and improvements in Contractor's performance (collectively, "Enhancements").

- b) When such Enhancements substitute, replace, modify or improve Equipment or Services already being received by the State (e.g., network backbone upgrades that generally benefit all users of the network and are not specifically requested by the State), Contractor will make such Enhancements available to the State under this Contract at no additional cost to the State.
- c) If Enhancements do not substitute, replace, modify or improve Equipment or Services already being received by the State under this Contract, but instead add to additional material functionality and features, Contractor will make such Enhancements available to the State under the existing Contract through a written proposal. Each proposal for Enhancements must provide a 1) business case that includes potential users and technical requirements, if any, and 2) competitive pricing that includes market analysis that illustrates cost benefits and cost justification. The State, in its sole discretion, shall determine whether to approve of the proposal Enhancements and its inclusion in the Contract. If the State chooses to proceed hereunder, the State and Contractor will negotiate in good faith to agree on any additional terms and conditions, if any, under which the Enhancement will be added to this Contract through the amendment process. The Contractor shall update any applicable marketing plans used in connection with the Equipment or Services hereunder.
- d) Contractor understands that the State is solely responsible for approval of proposal and agrees, absent an approved amendment from the Contracts authorized State agency or/State's designated authority; Enhancements must not be added to this Contract. Consistent with and without limiting anything set forth in Section 69, Non-Exclusive Agreement, nothing in this Section shall prohibit the State from pursuing or obtaining

- the same or similar Enhancements with or from other providers or requiring that certain Enhancements may only be obtained from certain providers.
- e) Contractor agrees that Enhancements must not be added to the Contract at the request of any local government or a State agency unless otherwise authorized by the CDT.

75. PRICING AND SERVICE REVIEW

For the purpose of maintaining competitiveness throughout the Contract term, the Contractor agrees to a joint review of its pricing and Service functionality at the State's request, no more frequently than annually, to ensure the State and its Customers will receive cost-competitive and technologically competitive Services. The State shall notify the Contractor in writing of any pricing adjustments and Service related issues as a result of the analysis. The Contractor shall have 15 calendar days to confirm and respond to the State's request for pricing reductions or other Service related changes. The effective date for the mutually agreed rate(s) shall be 15 calendar days from written notification by the State. Once an amendment has been issued, the Contractor shall issue rebates or billing credits back to the effective date of the new rate(s). The Contractor agrees that requests for amendments to this Contract to reduce statewide rates may be submitted throughout the term.

76. SERVICE COSTS

Any Contractor's list of Service and product descriptions accepted by the State shall correlate the Service to the associated Contract rates as applicable under this Contract. All costs will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. Listed pricing will include all elements necessary to configure an instance of working Service including activation, delivery, and training. Any no-cost items will be clearly identified and any Service elements without associated pricing will be considered no charge items.

77. INDIVIDUAL PRICE REDUCTIONS (specific to CALNET)

The Contractor may enter into negotiations with the Customers resulting in an Individual Price Reduction (IPR). IPRs can result in a price reduction only or price reduction for a limited duration commitment. At no time will any other Contract term and condition be modified. IPRs commitments shall not exceed the Contract Term.

78. “MOST FAVORED NATION” STATUS OF STATE (specific to CALNET)

Unless otherwise specified in the Contract, the Contractor agrees to give CDT the “Most Favored Nation” status, in that the Contractor agrees that no other similarly situated public customer of the Contractor or any of its Affiliates will receive rates for a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions that are lower than the statewide rates provided hereunder when the volume of business from the other public customer is equal to or less than the volume of the business delivered under this Contract. The Contractor agrees to promptly bring to the CDT’s attention instances in which other public customers of the Contractor or any of its Affiliates may receive lower rates for substantially similar Services. For comparison purpose, all rates used for comparison shall not include administrative fees, service taxes, fees, surcharges, or surcredits equivalent to those of Section 71, Administrative Fee, or Section 41, Service Taxes, Fees, Surcharges, and Surcredits. If the Contractor or its Affiliates offer lower rates to any other public customer for the same or a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions, the Contractor shall adjust the Contract rates prospectively to match or beat such rates. If the Contractor offers a bundled package of Deliverables and/or Services under substantially similar terms and conditions to other public customers at a rate lower than the rate(s) charged for such Deliverables and/or Services provided under this Contract, CDT reserves the right to amend the Contract to add a similarly bundled package of Deliverables and/or Services at such lower rate. At the end of each Contract year, an executive level officer

with authority to represent the Contractor shall certify in writing to CDT that the Contractor has complied with this provision. If the Contractor is not in compliance with this Section, the Contractor and CDT shall make adjustments and/or payment as necessary and described Section 63, Liquidated Damages, or Section 75, Pricing and Service Review, as applicable. Nothing herein shall be construed to require the Contractor to offer, provision, or sell Services in a manner that conflict with applicable laws or regulations.

79. FEDERAL UNIVERSAL SERVICE FUND

Federal Grant programs are available to schools, libraries, government run healthcare facilities and other eligible Customers under the Universal Service Fund. To the extent such programs are applicable to the Services under this Contract, as determined by CDT, or required by law, Contractor agrees to:

- a) Provide Contract telecommunications Services to public entities qualified for Universal Service Fund Support;
- b) Be certified as a Universal Service Administrative Company (USAC);
- c) Meet Federal requirements for timeliness and accuracy in processing E-rate and other USAC program requests and invoicing; and
- d) Ensure that CDT has pre-approved the use of Contract Services by Customers otherwise qualified for the Federal Universal Service Fund.

80. EXISTING EQUIPMENT & TITLE TO EQUIPMENT

- a) The Contractor agrees to reasonably accommodate its Customers and utilize existing Equipment. The Contractor's proposed Services shall reasonably accommodate the use of such existing Customer Equipment.
- b) Title to Equipment, accessories, and devices provided under this Contract shall not vest in the Customer, unless such items are purchased by the Customer. All devices and accessories furnished by Contractor hereunder, except those purchased by the Customer, shall accompany the Equipment when returned to Contractor.

81. UNLAWFUL USE

Customer will not use any Service for any unlawful purpose. Without limiting any other remedy specified in this Contract, Contractor reserves the right to take any action it deems necessary to prevent unlawful use and to control fraudulent use. Such actions by Contractor may include, but are not limited to, blocking certain traffic, refusing to accept calling card, collect calling and or third number calls, or discontinuing provision of Service to the End-User or canceling the End-User's account.

82. MIGRATION

Unless otherwise specified in the Contract, Contractor shall prepare and deliver to CDT, for CDT's review, comment and approval, a Migration-In Plan for migrating the provision of Services pursuant to the Contract to the provision of Services pursuant to this Contract as set forth in this Contract. To the extent Contractor deems appropriate, or as otherwise requested by CDT, Contractor shall design the Migration-In Plan to use a phased migration strategy.

83. DISENTANGLEMENT (MIGRATION-OUT)

Unless otherwise specified in the Statement of Work:

- a) Term Migration-Out shall be synonymous with Disentanglement. The Migration-Out shall begin on the earlier of the following dates, as applicable, the "Migration-Out Commencement Date": (1) as elected by the State, up to sixty (60) calendar days prior to the end of the Category or Subcategory Contract Term that the State has not elected to extend pursuant to Section 4, Contract Effective Date or has already extended fully as permitted under this Section; or (2) the date a Notice of Termination is delivered pursuant to Section 26, Termination for the Convenience of the State, or Section 27, Termination for Default; or (3) the State's election pursuant to Section 69, Non-Exclusive Agreement, to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, including other Category or Subcategory Contractors, or to provide the same to

itself. The Contractor shall provide Migration-Out Services until it has completed the obligations of this Section.

The Contractor's obligation to continue to provide the affected Services shall continue until the earlier of (i) completion of a migration to a new Service provider as provided in this Section, or (ii) eighteen (18) months after the effective date of any termination or expiration. During Migration-Out, the Contractor shall continue to provide Service(s) in a manner consistent with the Contractor's provision and performance of such Service(s) during the period such Service(s) were provided to the State hereunder.

- b) Subject to the performance by the State and any subsequent provider of similar Services, the Contractor shall cooperate fully with the State and third parties and shall take all actions requested by the State or as necessary to accomplish a smooth, complete conversion of responsibility for the Services being terminated from the Contractor to the State, or to any replacement provider designated by the State (a "Migration-Out"), with no material interruption of, or adverse impact on, the State in any way, including on the Services. In the event the State elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof, the Contractor shall perform its Migration-Out obligations hereunder to the extent applicable to the Service or Services being terminated. The Contractor's obligations hereunder regarding the collection and payment to the California Department of Technology of administrative fees shall continue throughout Migration-Out.
- c) If the State determines that the Contractor has not complied, or is unlikely to comply, with Migration-Out requirements identified in the Migration-Out Plan, and such non-compliance was a direct result of the Contractor, subcontractor or supplier, and not due to any third party or situations outside the control of the Contractor, as determined by the State, the State may give written notice to the Contractor of non-compliance. After such notice, the Contractor shall provide to the State all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve compliance or, if the Contractor has already failed to comply, achieve compliance within a re-adjusted time frame established by the State. The Contractor shall have seven (7) calendar days, or longer if agreed to by the State in writing, to achieve compliance.

- d) For each material Migration-Out requirement not completed after the notice of non-compliance period, the State shall be entitled to invoice the Contractor for up to \$2,000 per day for each Customer affected by a material deficiency not to exceed \$10,000 per day for all deficiencies until the Contractor is in material compliance with the requirements of the Migration-Out Plan. The Contractor may exercise its dispute rights under Section 54, Disputes, in the event that the Contractor disagrees with the State's application of this Section; however, pending final resolution of any dispute, the Contractor shall diligently proceed without disruption or delay with the performance of the Migration-Out Plan.
- e) All Migration-Out Services performed by the Contractor during the conversion shall be performed by the Contractor at no additional cost to the State beyond what the State would pay for the Services.
- f) The Contractor shall provide to the State all State data and documentation and other information reasonably requested by the State in connection with the conversion that is sufficient to enable the State, or another reasonably competent service provider, to fully assume the provision of any terminated Services. Except as the Contractor is otherwise required to retain such data under this Contract or by law, the Contractor shall destroy all copies of Customer data not turned over to the State.

The Contractor shall export all artifacts and data to the requesting Customer. The State reserves the right to define export data formats, storage media type, locations to which data is to be delivered, and other special criteria deemed necessary for successful Migration-Out.

- g) To the extent applicable to the Services provided by the Contractor hereunder, the Contractor shall provide to the State as complete and accurate an inventory as is reasonably practicable and such other information regarding such items as the State reasonably requests and is necessary for Migration-Out of Services.

84. REPORTS, DATA AND INVENTORY

The Contractor shall provide all reports required by this Contract or otherwise requested by CDT or Customer. Upon CDT's or Customer's request, at intervals and for any reason related to the Contract and

Services provided under the Contract, during the Contract Term, the Contractor shall:

- a) Provide to CDT or Customer all data and documentation and all other information as requested by CDT or Customer. The export data formats and storage media type will be defined by the CDT or Customer.

85. SUBCONTRACTORS

Unless otherwise specified in the Statement of Work:

Contractor shall not subcontract all or any part of the Service without the prior written consent of the State, which will not be unreasonably withheld; provided, however, that Contractor may subcontract for internal infrastructure support, not specifically for this Contract, without notice to or consent from the State. Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by Contractor to the State when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of the State, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this Contract. Contractor covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with the State. The State's consent with respect to Contractor's use of a particular proposed subcontractor, shall be given or withheld in writing within Contractor's reasonably requested timeframe, and, if such consent is withheld, the State's notice thereof to Contractor shall set forth the reasons for such withholding of consent. If the State determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, the State may notify Contractor of its determination in writing, indicating the reasons therefore, in which event Contractor shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by Contractor personnel. Contractor shall be solely and exclusively responsible for supervising the

activities and performance of each subcontractor. Contractor and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide Deliverables, requirements, and Services under this Contract. Notwithstanding the fact that a subcontractor may be the party actually performing a particular Service or providing a particular Deliverable hereunder, Contractor shall at all times: (i) constitute the primary obligor for all of Contractor's duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Contractor hereunder that Contractor may elect to subcontract to any of its subcontractors or to any other third party.

86. GOVERNANCE

Unless otherwise specified in the Statement of Work:

- a) Before communicating any interpretation of this Contract that CDT or any Customer is or may be in violation or breach of this Contract to any entity receiving, or eligible to receive, Deliverables, requirements, or Services under this Contract, Contractor shall first provide notice of such interpretation to the State.
- b) Committees and Meetings. During the term, representatives of the State and Contractor shall meet periodically or as requested by CDT to discuss matters arising under this Contract, including any such meetings provided for the Migration-In Plan. Contractor shall bear its own costs in connection with the attendance and participation in such meetings. Such meetings shall include, at a minimum, the following:
 - i. Operations. At least monthly, an operations committee shall meet to review Contractor's performance hereunder and any reports, any planned or expected activities and changes that might impact performance, and such other matters as appropriate.
 - ii. Management. At least quarterly, a management committee shall meet to review Contractor's overall performance hereunder and any reports, progress on the resolution of any issues, to provide a strategic perspective for the CDT's telecommunication requirements, and such other matters as appropriate.

- iii. Executive. At least semi-annually, an executive committee shall meet to review Contractor's overall performance hereunder and the ongoing provision of the Services.

87. SECURITY AND POLICIES

Unless otherwise specified in the Statement for Work:

At all times during the term, in addition to any other requirements in the Contract, and as further delineated in subsequently executed orders, at all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain any systems, in an appropriately secure manner and in accordance with the Customer's security requirements, policies, and procedures as communicated, modified, supplemented, or replaced by the Customer from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective ("**Security Policies**").

Contractor shall at all times take all reasonably necessary and appropriate action with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and other security-related Services. In addition, all Contractor personnel (including personnel of any subcontractors) shall be subject to, and shall at all times conform to, all of the Customer's policies, procedures, rules, and requirements regarding the protection of premises, materials, Equipment, and personnel, as the Customer shall provide (in writing or electronically) in advance to Contractor. Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies provided in advance to Contractor at all times during the term. Any violation or disregard of such Security Policies by an individual shall be cause for denial of access of such individual to the Customer's property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the Customer's premises. The

operation of Contractor vehicles or private vehicles of Contractor personnel on the Customer's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the Customer's property and involving Contractor personnel shall be reported promptly to the appropriate Customer personnel. Contractor shall, and shall cause Contractor personnel and subcontractors, to not exceed (or attempt to exceed) the level of authorized access, if any, to any networks, computer or electronic data storage systems of the Customer that may be granted during the term for purposes only of performing the services hereunder.

88. DOCUMENTATION

- a) Contractor agrees to provide to the State, at no charge, all Documentation described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Services, Equipment or Software provided hereunder, including any marketing information. Contractor agrees to provide additional Documentation at prices not in excess of charges made by Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

89. RIGHTS IN WORK PRODUCT

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this subsection may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its Affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") does not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other original elements of Pre-Existing Materials do not. Nothing in this Section will be construed to interfere with Contractor's or it's Affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by Contractor or

jointly by Contractor and the State may be used by either party without obligation of notice or accounting.

- e) This Contract shall not preclude Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

90. USE TAX COLLECTION

In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

91. PRIORITY HIRING

If this Contract includes Services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

92. UNITED STATES (U.S.) BASED SERVICES

Unless otherwise specified in the Statement of Work:

All Services must be provided from Facilities located in the United States or U.S. Territories. Contractor personnel's management and/or administrative access to servers, the network, or network Equipment directly associated with any Service shall only be accessed within the confines of the United States or U.S. Territories. No personnel located at non-U.S. locations shall be allowed access.

All Contractor direct technical and administrative support personnel must be located within the United States or U.S. Territories.

EXHIBIT D - CLOUD COMPUTING SERVICES SAAS GENERAL PROVISION

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR CLOUD SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE ATTACHED TO THE CONTRACT FOR SaaS – TELECOMMUNICATIONS AND SHOULD BE ACCOMPANIED BY THE GENERAL PROVISIONS FOR ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (eVAQ) FOR TELECOMMUNICATIONS (eVAQ GENERAL PROVISIONS – TELECOMMUNICATIONS), A STATEMENT OF WORK (SOW) (OR SCOPE OF WORK FOR CALNET CUSTOMERS), AND A SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW (OR SCOPE OF WORK FOR CALNET CUSTOMERS). A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW (SCOPE OF WORK FOR CALNET CUSTOMERS) AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

Definitions

- a) **“CALNET”** - The California Network and Telecommunications (CALNET) Program within the California Department of Technology, Office of Technology Services established pursuant to Government Code section 11541.
- b) **“Cloud Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- c) **“Cloud Platform as a Service (PaaS)”** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- d) **“Cloud Infrastructure as a Service (IaaS)”** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- e) **“Data”** - means any information, formulae, algorithms, or other content that the State, the State’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State’s Data may be ascertainable.

CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- f) **“Data Breach”** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- g) **“Encryption”** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- h) **“Recovery Point Objective (RPO)”** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- i) **“Recovery Time Objective (RTO)”** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

1. SaaS AVAILABILITY: Unless higher standards of SaaS availability are stated in the SOW (or Scope of Work for CALNET Customers), the following minimum standards shall apply:

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the eVAQ General Provisions – Telecommunications.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

2. DATA AVAILABILITY: Unless higher standards of Data Availability are stated in the SOW (or Scope of Work for CALNET Customers), the following minimum standards shall apply:

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor’s server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor’s direct or express control.

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the eVAQ General Provisions – Telecommunications.

3. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the eVAQ General Provisions -Telecommunications, and other applicable contractual provisions, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
 - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or

CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

4. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

5. DATA LOCATION:

The physical location of Contractor's data center where the Data is stored shall be within the continental United States.

6. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

7. TRANSITION PERIOD: Unless otherwise stated in the SOW (or Scope of Work for CALNET Customers):

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the eVAQ General Provisions - Telecommunications.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

8. DATA BREACH: Unless otherwise stated in the SOW (or Scope of Work for CALNET Customers):

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification no later than forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

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- 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
 - c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - d) Notwithstanding anything to the contrary in the eVAQ General Provisions - Telecommunications, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

9. DISASTER RECOVERY/BUSINESS CONTINUITY:

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification no later than twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

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- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the eVAQ General Provisions - Telecommunications:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

11. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification no later than forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.