



County of Fairfax, Virginia

AMENDMENT

Date: 12/18/2023

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE
100000125

CONTRACT NO.
4400012268

By mutual agreement, Contract 4400012268 is amended to add Convey 911, a language and translation and cloud communications platform and Clear of the Corti Platform, an analytics and reporting tool and associated implementation services for purchase by the Department of Public Safety Communications. The associated Statement of Work is attached herein as Attachment 1 and 2.

Provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE BY:

DocuSigned by:
Lee Ann Pender
E239B762E600465...
Lee Ann Pender
Director/County Purchasing Agent

DS SP DS *AJ*

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Fairfax County 911

Language Translation and Communications Platform & Over the Phone Language Interpretation Service

Proposal & Statement of Work



Prepared By:
Jeff Bruns

October 20, 2023

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Executive Summary

Project Objectives

Fairfax County, Virginia 911 is embarking on a pioneering venture to redefine public safety through cutting-edge language access solutions in partnership with Convey911 and ATOS Public Safety. This Statement of Work (SOW) outlines the collaborative efforts to equip Fairfax's 911 systems with advanced features, including AI-driven language translation in over 170 languages, live streaming video supplemental location finding capabilities. This initiative underscores Fairfax's commitment to enhancing public safety and fostering inclusivity.

The result of this project will provide visitors and residents to Fairfax County with the ability to access critical 911 services over multiple forms of communications, regardless of spoken language, including SMS/MMS, video, voice and a network of 22,000 human interpreters.

About Convey911

Convey911 is a pioneering communications and language translation solution designed to cater to the needs of emergency services, local government agencies, and enterprises. Its comprehensive suite of services includes Text-to-911 language translation, real-time voice and video communication, location services, and streaming video. Convey911 is headquartered in Baltimore, Maryland and empowers communities across North America through seamless and inclusive communication.

Solution Overview

Language Translation & Cloud Communications Platform

Convey911 will provision, configure and deploy a dedicated tenant portal (e.g. virtual answering point) for Fairfax County and four (4) additional PSAPs in an enterprise configuration allowing interoperability across PSAPs. Each tenant will be provisioned with (1) local 10DLC number, (1) ported 10DLC number, and (1) emergency campaign short code (911988) for

inbound and outbound communications over SMS, MMS and video. Tenant configuration will be customized based on configuration requirements specified by the customer and collected during onboarding and project kickoff. Once configured and deployed, the platform may be accessed by up to twenty-five (25) concurrent agents and provide unlimited access to messaging, video and location services for the duration of the contract term.

The solution will provide automated language detection and translation in over 170 languages using weighted average scoring of multiple language translation providers. Results are influenced on past translation performance data of each provider allowing a consensus of providers to accurately detect a given language. The detected language of a participant will be stored against the recipient phone number and automatically recalled and applied to any future conversation with the recipient.

The solution provides language translation through an integrated network of providers. Translation results are aggregated and scored for word accuracy and context relevance and the highest scoring translation is applied to any message detected as non-English. All translations are stored and made available as alternate translations within the conversation.

Language Integrated Text-to-911 Service *(optional, not included in proposed pricing)*

If selected, PSAPs will be configured to receive Text-to-911 through Convey911's language-integrated Text Control Center (TCC) and delivered as over-the-top or directly via SIP/MSRP to customer's call handling equipment. Text-to-911 service may be provided as a supplement to existing TCC service, and Text-to-911 sessions will automatically be detected for language and have translation applied within the Convey911 TCC. Text-to-911 sessions delivered from the Convey911 TCC will include enhanced PIDF-LO location data using RapidSOS ELI information and NextNav Pinnacle height above terrain (HAT/Z) vertical location data.

Language detection and translation is applied to each message within a Text-to-911 session inside Convey911's language integrated TCC. When encountering Text-to-911 sessions with advanced character sets that don't support foreign languages, a secure chat URL will be deployed to the caller directing the texter to a language-integrated Text-to-911 session. Text-to-911 chat will ensure that non-English residents and visitors that may be unable to transmit foreign language characters over Text-to-911 are able to utilize Text-to-911 across all languages.

Text-to-911 sessions may be transferred to other primary PSAPs using PSAP transfer functions supported by standard Text-to-911 TCCs. In addition, Text-to-911 sessions may be transferred to secondary PSAPs using Convey's attended transfer function, allowing secondary PSAPs to receive and interact over Text-to-911 sessions without requiring the secondary PSAP to be registered as a TCC service endpoint.

ConveyConnect Language Interpretation Service

ConveyConnect is a language interpretation service geared towards the unique needs of 911 and public safety agencies. The service is powered through a network of 22,000 human interpreters and may be accessed over the phone, through a mobile App over video or voice, or on-site when an interpreter needs to be in the room. The service currently supports approximately 350 languages and average connection times are 30 seconds or less.

Convey911 will configure a pre-programmed 10DLC and access code for each PSAP to access over-the-phone language interpretation through a convenient conference dialer that may be configured directly into their call handling equipment. The service connects callers with a live certified interpreter with additional training certifications for 911 communications, mental health and government services. Sign language interpretation for hard of hearing callers may be conducted through video link within the Convey911 portal. The ConveyConnect service currently supports 5 variations of sign language ensuring that agencies are equipped to communicate with all non-verbal callers.

Solution Architecture

The architecture comprising the Convey platform is powered by AWS and hosted across multiple availability zones in two (2) geographical regions within the AWS GovCloud. The architecture consists of backend APIs and services, a middleware layer for real-time socket-based communications, and an application layer providing user interface functionality. Backend and middleware services are distributed across three (3) availability zones (e.g. data centers) in us-east and us-west GovCloud regions with data replication occurring between regions to ensure data consistency in the event of a failover. Regional endpoints are DNS load balanced across two or more availability zones to ensure high-availability uptime. The application layer is served from one or more content delivery networks (CDNs) and delivered as a web-based single page application (SPA).

Authentication & Security

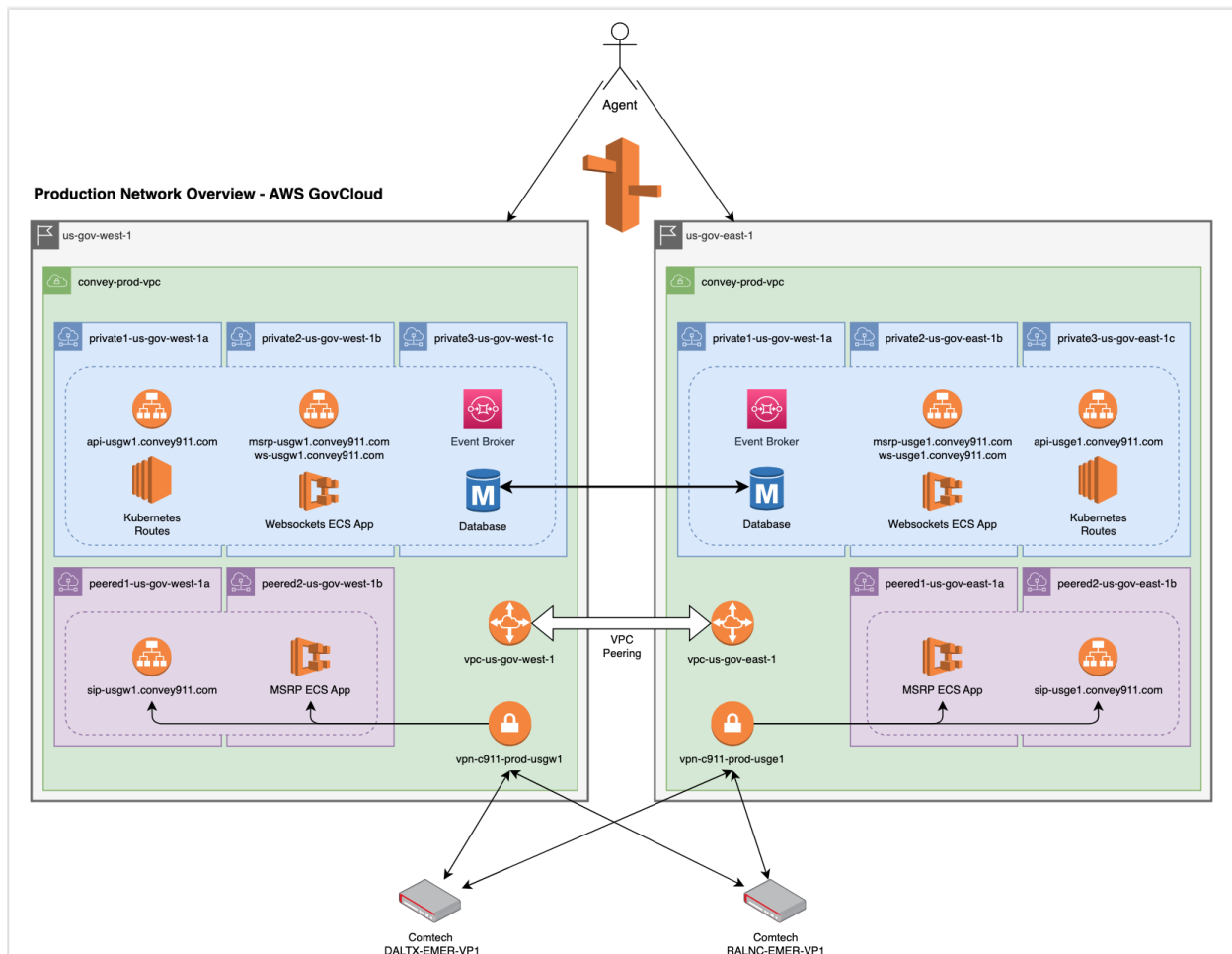
API endpoints reside behind secure HTTPS/SSL transport protocols and are secured using JWT authentication tokens signed with private JWKS keys are validated against public/private key pairs and issuer certificates. JWT tokens are issued upon successful user authentication and have a default TTL of 86400 seconds (1 day). User JWT tokens are issued with refresh tokens and silently rotated and refreshed every three (3) hours. The Convey platform implements oAuth2/OpenID Connect as the default authentication protocol

but also supports SAML and ADFS and may be configured to support customer authentication and enterprise single sign-on requirements.

Multi-factor authentication (MFA) can be configured on Customer tenants to add a layer of security during login that requires users to provide more than one credential to prove their digital identity. The following MFA factors are supported:

- Push Notifications
- SMS Notifications
- Voice Notifications
- One-time Password
- Email Notifications
- Cisco Duo Security

SaaS Cloud Architecture



Locations

Convey911 will implement the proposed solution with concurrent floating licenses in the quantity specified in this SOW at the County locations listed below.

COUNTY OF FAIRFAX LOCATIONS	
1.	Fairfax County Public Safety and Transportation Operations Center (PSTOC) 1. Fairfax County Backup PSAP (Pine Ridge)
2.	Fairfax Police Department (City of Fairfax)
3.	Herndon Police Department (Town of Herndon)
4.	Vienna Police Department (Town of Vienna)
5.	Remote laptop locations: Licenses float from workstations at locations listed above

Timeline

Convey911 will deliver the proposed SoW for customer acceptance within forty-five (45) days of contract execution and receipt of purchase order. Milestone tracking will begin upon receipt of customer purchase order.

Milestones

1. Week 1: Contract execution and purchase order receipt
 - a. Send new agency onboarding questionnaire (Convey911)
 - b. Complete and return onboarding questionnaire (Customer)
2. Week 2: Customer kickoff and onboarding meeting (Convey/Customer)
3. Week 3: Platform configuration, testing and deployment (Convey911)
4. Week 4: Customer training (Convey911)
 - a. Customer acceptance (Customer)

Scope of Work

Convey911 will configure, test and deploy a cloud tenant for each PSAP and make accessible through a secure web-based URL. Scope of work at each PSAP location will consist of:

Environment

- Virtual tenant provisioning
- Portal endpoint configuration for agent and recipient interface
- Tenant logo and branding
- Three (3) configured permission roles for agent, supervisor and admin access

Messaging

- Provisioning of one (1) local 10DLC phone number for sending and receiving SMS and MMS messages
- Configuration of one (1) ported 10DLC phone number for sending and receiving SMS and MMS using an existing agency owned phone number
- Configuration of one (1) emergency short code for sending high priority outbound SMS messages
- Twenty Five (25) preconfigured message templates for one-click messaging
- Bounce-back, auto-reply and conversation termination message configuration

RapidSOS

- RapidSOS single sign-on integration
- App Launcher configuration in RapidSOS portal
- ELI location interface for RapidSOS emergency location information

Supplemental Location

- Supplemental location service configuration for deploying location sharing requests to callers
- HAT/Z-axis integration and licensing for enriching location data with vertical location (Worcester only)

Video

- Video service configuration for deploying streaming video from up to four (4) participants concurrently
- Video sharing for up to three (3) authorized participants connecting from the field via a secure URL shared through CAD link
- Automatic transcription and translation of video participants

Language Integrated Text-to-911 *(quoted as optional in SoW)*

- Two (2) Comtech Text-to-911 redundant cloud endpoints in us-gov-east for SIP/MSRP egress service from Comtech TCC
- Regional PSAP transfer registry for Text-to-911 transfer to neighboring agencies

Storage

- One (1) secure cloud storage endpoint
- Configuration of automated data retention policy

ConveyConnect Language Interpretation Service

- Configure one (1) 10DLC phone number and access code for accessing over-the-phone interpretation in 345 languages

Training

Convey911 will provide three (3) on-site train-the-trainer training at customer specified locations by authorized and approved training personnel. Each location shall be responsible for providing one or more workstations for interactive training scenarios, audio/video equipment for projecting training materials and coordinating scheduling with students to be included in the training. Training sessions shall consist of the following:

- One (1) two-hour train-the-trainer (TTT) sessions for up to 8 students, conducted in a classroom setting
- One (1) one-hour onsite TTT coaching session, to be conducted on the call center floor
- One (1) thirty-minute training session for system administrators
- One (1) optional one-hour customer-guided remote coaching session, conducted within 2-3 weeks from launch date to ensure adoption

- Training materials and handouts of all training course curriculum
- Access to online training and continuing education materials

Licensing

Convey911 will provide twenty-five (25) concurrent floating licenses in the SaaS platform to be shared across all locations. SaaS licensing provides unlimited and unmetered messaging, video sessions and participants, and remote location collection, and will provide session transfer and data sharing interoperability with all other locations included in the SoW.

Licensing will be inclusive of ATOS solution once GEMMA 911 system is launched and users may access Convey platform directly from the GEMMA solution without requiring any additional licensing.

Convey911 will provision and license phone numbers and access codes for each location and provide dialing access to ConveyConnect over-the-phone language interpretation for each location at the rate tier specified below:

- Spanish: \$0.59/min
- All Other Languages: \$0.72/min
- Third-party: *no cost*
- Live Operator Assistance: *no cost*
- Video: \$1.15/min
- Onsite – Spanish: \$85/hour
- Onsite – All Other Languages: \$95/hour
- Onsite – ASL: \$140/hour

Customer Requirements

An internet connected desktop, laptop or tablet computer with the following requirements must be provided for each agent accessing the Convey platform. Video deployments require computers be equipped with a microphone input device and audio output device, or a dual function audio/video headset.

Browser Support

SaaS platform supported browsers include the current version and prior three (3) versions of Microsoft Edge, Google Chrome and Mozilla Firefox.

URL Whitelisting & Firewall Management

Management of URL whitelisting and firewall rules will be provided by customer and should enable access to the following URLs:

portal.convey911.com:443/HTTPS	api.convey911.com:443/HTTPS	assets.convey911.com:443/HTT
sso.convey911.com:443/HTTPS	cdn.convey911.com:443/HTTPS	PS
ws.convey911.com:443/WSS	sdkgw.us1.twilio.com:443/WSS	global.vss.twilio.com:443/WSS
		us1.vss.twilio.com:443/WS

Pricing

Investment Summary

See attached Insight Public Sector SLED quote for pricing.

Payment Schedule

The payment plan for the fees specified above in this SoW between Convey911, LLC and Insight Public Sector SLED on behalf of Fairfax County are as follows:

Mileston	Terms
Year 1 - System Configuration, Test and Deployment	CVYMVP-LIC-ATF17-NRC - SaaS Platform Licensing CVYMVP-ATXTNT-NRC – SaaS Tenants CVYMVP-ATAD – RapidSOS Integration CVYNXT-ATPNCL-HAT-NRC – NextNav HAT/Z-Axis
Year 1 - Training, Site Turn-up & Customer Acceptance	CVYMVP-ATIMPL-1 – Implementation & Training CNVCNT-ATPHONE-IMPL – Phone Interpretation Setup & Training
Year 2 - NRC Fees <i>on contract anniversary date</i>	CVYMVP-LIC-ATF17-NRC - SaaS Platform Licensing CVYMVP-ATXTNT-NRC – SaaS Tenants for additional locations CVYNXT-ATPNCL-HAT-NRC – NextNav HAT/Z-Axis
Year 3 - NRC Fees <i>on contract anniversary date</i>	CVYMVP-LIC-ATF17-NRC - SaaS Platform Licensing CVYMVP-ATXTNT-NRC – SaaS Tenants for additional locations CVYNXT-ATPNCL-HAT-NRC – NextNav HAT/Z-Axis

Acceptance

The project as described in the proposal and attached pricing quote is limited to the SoW option selected by the customer and indicated below.

Convey911 will accept this SOW upon receipt of Customer's signature below along with issuance of customer purchase order for the proposed solution.

Signature Page

By signing this SOW, Insight Public Safety SLED accepts this SOW as a binding agreement with Convey911, LLC.

Client Signature

Authorized Client Signature

Date

Printed Name

Title

Convey911 Signature

Authorized Convey911 Signature

Date

Printed Name

Title

Thank you.

www.convey911.com

LICENSE AGREEMENT ADDENDUM

Fairfax County ("the County") and CONVEY911, LLC ("Supplier"), a business incorporated in MARYLAND, F.E.I.N. 88-2573632, having its principal place of business at 1115 Elm Ridge Ave, Baltimore, MD 21229, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) ("Language Translation and Communications Platform & Over the Phone Language Interpretation Service") provided by Supplier. This Addendum, duly executed by the parties, is attached to and made a part of Supplier's standard form contract(s). Together these documents govern the use of any and all products or agreements whether or not specifically referenced in the order document.

The term "contract" means the Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted in this Addendum, acceptable to the County. But certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by the County. In consideration of the convenience of using the standard form contract and this Addendum without the necessity of specifically negotiating a separate contract document, the parties specifically agree that none of the following terms has any effect or is enforceable against the County or any of its officers, directors, employees or agents, even if that term or provision appears in the attached Supplier's standard form contract(s),

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for unperformed services, anticipated profit, or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County, the Commonwealth, or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Permitting approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party without the County's written consent;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those set forth in the Fairfax County Purchasing Resolution and the Code of Virginia;

12. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
13. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
14. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
15. Requiring the County to agree to third-party terms and conditions.
16. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of the County except as follows: Supplier may assign all or any of its rights and obligations to: a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and, if necessary, a certification of authority to do business in Virginia; or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
17. Not complying with the contractual provisions in Articles 3 and 5 of the Fairfax County Purchasing Resolution, which are incorporated by reference.
18. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by [§ 59.1-501.15](#) of the [Code of Virginia](#);
19. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
20. Requiring that the County waive any immunity to which it is entitled by law;
21. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
22. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
23. Obligating the County beyond approved and appropriated funding. All payment obligations under the contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, the contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
24. Permitting unilateral modification of the contract by Supplier;
25. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
26. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
27. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
28. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

29. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
30. Granting Supplier or an agent of Supplier the unilateral right to audit or examine the books, records, or accounts of the County;


The parties further agree as follows:

31. If, pursuant to Title 13.1 or Title 50 of the Code of Virginia, Supplier is required to obtain a certificate of authority to transact business in Virginia, Supplier represents and warrants that it is so authorized. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.
32. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
33. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted.
34. The County may rely on independent contractors, acting on behalf of the County, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of the County during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
35. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the County and shall be reimbursed at the then-current per diem rates used by the federal government.
36. Supplier will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this contract. Supplier must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Supplier accesses, stores, or hosts pursuant to this contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Supplier discovered the breach. The requirements of this paragraph are in addition to and do not relieve Supplier of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Supplier experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.

- 37. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - A. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - B. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - C. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - E. Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract(s), constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

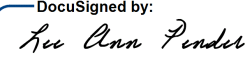
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

By:  ^{11/3/2023}
 (Signature)

Name: Jeff Bruns
(Print)

Title: CEO

Date: 11/3/2023

Fairfax County ^{DocuSigned by:} 
 By: _____
 (Signature) E239B762E600465...

Name: Lee Ann Pender
(Print)

Title: Director/County Purchasing Agent

Date: 11/17/2023



Scope of Work

Consulting Services

Corti will provide Consulting Services to FairFax County Public Safety Communications (DPSC) to implement Clear of the Corti Platform and associated integration touchpoints with Hexagon (CAD) and Equature (Call Recorder). This includes:

- Process review and implementation consulting
- Project management to ensure that the Corti team is meeting client expectations and the project is progressing as expected
- Configuration of the Corti Platform for purchased products as outlined in the contract
- Support for User Acceptance Testing and remediation of UAT identified issues
- Support for system go live

The following resources will be assigned to support the FairFax County Public Safety Communications (DPSC) implementation:

Resource	Expectations
Project Manager	<ul style="list-style-type: none"> ● Provides oversight during implementation and integration phases for complex projects or projects with implementation and parallel integration ● Manages the timeline/project plan from the Corti perspective across implementation of multiple products or integrations ● Provides oversight to the project and deliverables across Corti teams ● Collaborates with customer PM on project direction and health measures
Deployment Engineer	<ul style="list-style-type: none"> ● Facilitates meetings to review integration-specific requirements (i.e. CAD, Call Recorder, etc.), answer questions, and consult on what is possible within a Corti integration

	<ul style="list-style-type: none"> • Works with the Corti Development Team on the timing and completion of integration development and communicates to the client team • Tests integration in collaboration with the client and integrating vendor (where applicable) teams
Customer Success Manager	<ul style="list-style-type: none"> • Conducts customer discovery to gain full understanding of current state process, pain points, and future expectations • Conducts Accelerate Workshops and monitors progress on configuration requirements, answers system functionality questions, and provides consultation on solutions to meet customer needs • Supports configuration of the customer's Corti environment in preparation for UAT & Go-Live • Demos system prototype to validate configuration requirements and facilitate final decisions • Training

Project Timeline

A detailed plan and timeline will be developed in collaboration with the client project team after the implementation project has officially kicked off. Timelines are dependent on the client's preferred approach towards rolling out new products to their internal team (i.e. phased roll-out vs. full roll-out) and the client's commitment to providing the necessary signed-off requirements for Corti system and integration configuration. The general project structure is as follows:

Project Kickoff	<ul style="list-style-type: none"> • Partnership Kickoff Meeting • Provide Relevant IP Addresses for Whitelisting*
Data Extraction	<ul style="list-style-type: none"> • Technical Kickoff Meeting • Provide Two Days of Data Files meeting Data Requirement Specifications* • Provide User/Call Taker User Details

Deployment/ Configuration	<ul style="list-style-type: none"> ● Create Instance and SFTP Server ● Analysis of Data Files ● Script Data Merge Processes ● Personalize Call Pre-Processor to Customer Data ● Deploy Initial Files to Customer Instance
Automation	<ul style="list-style-type: none"> ● Validation of Call Data in Customer Instance ● Automation of Customer Call Data Delivery
Rollout	<ul style="list-style-type: none"> ● Up to 3 Hours of Training for Knowledge Transfer <ul style="list-style-type: none"> ○ End User Training ○ Admin Training

*Corti assumes all access to content and data will be provided by Client within 5 Business Days of the initial request.

Week 1-2	Week 3-6	Week 7-9	Week 10-11	Week 12+
<p>Project Kickoff</p> <ul style="list-style-type: none"> ● Partnership Kickoff Meeting ● Provide Relevant IP Addresses for Whitelisting* 	<p>Data Extraction</p> <ul style="list-style-type: none"> ● Technical Kickoff Meeting ● Provide Two Days of Data Files Meeting Data Requirement Specs* ● Provide User/Call Taker Details 	<p>Deployment & Configuration</p> <ul style="list-style-type: none"> ● Create Instance & SFTP Server ● Analysis of Data Files ● Script Data Merge Processes ● Personalize Call Preprocessor to Custom Data ● Deploy Initial Files to Customer Instance 	<p>Automation</p> <ul style="list-style-type: none"> ● Validation of Call Data in Customer Instance ● Automation of Customer Call Data Delivery 	<p>Rollout</p> <ul style="list-style-type: none"> ● Up to 3 Hours of Training for Knowledge Transfer: <ul style="list-style-type: none"> ○ End User Training ○ Admin Training

Data Specifications

For Corti Clear to function optimally, the following data points are needed:

Data	Expected System (sometimes differs)	Description	Format
Call Audio	Call Recorder	Raw audio file Some organizations opt to append the call date/time to the system generated file name. Consistent naming helps to aid in future troubleshooting should issues arise.	.wav file (Some customers provide .gsm files. Corti can scope using these)
Call-ID/ Incident ID	CAD	Unique ID of the call (relevant for Customer)	.csv file
Start Time	CAD + Call Recorder	Start Time	.csv file
Call Taker ID	CAD	Unique ID of the call taker (Linked to User extension) <ul style="list-style-type: none"> This data point will be used to match the call-taker with the corresponding user account in the Corti platform. 	.csv file
Protocol Name/Chief	CAD	The medical categorization of the call (if relevant)	.csv file

Complaint Type			
Channel/ Workstation ID	CAD + Call Recorder	Exact naming differs based on setup. This data is often needed to merge data from systems together with start time (if relevant)	.csv file

Consulting Services & Product/Functionality Not in Scope

Item 1:	Development and maintenance of project plans in custom format <i>Note: Project plan/timeline will be delivered in standard Corti format</i>
Item 2:	Configuration items that exceed the limits of in-scope deliverables <i>Note: Requests for additional configuration items will be handled through the formal Change Control Process (detailed below)</i>
Item 3:	Development of custom client training materials (decks, training cards, etc.) <i>Note: Live virtual training sessions will be delivered within the customer's specific Corti instance and will address customer's specific configuration</i>
Item 4:	Feature requirements that cannot be accomplished through system configuration and would require technical development work

Constraints, Assumptions, Risks & Dependencies

Assumptions:	<ol style="list-style-type: none"> 1. The Corti team is responsible for the configuration of the in scope items in the purchased products through the implementation period specified. If a need for additional configuration items is required, Corti will address those changes through the formal Change Control process, and those items will be scoped and a corresponding quote
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	<p>for services provided. A SoW must be fully executed before additional configuration will be completed.</p> <ol style="list-style-type: none"> 2. Corti will not allocate personnel prior to the signing of the Agreement. Corti will make reasonable efforts to assign resources as quickly as possible from the point at which the client indicates readiness to start. 3. The Corti team recognizes the importance of continuity with resources to complete a project and will make every effort to ensure the resources dedicated to the project are able to see it through to completion. However, client-initiated time delays and project holds may result in project reassignment to other Corti resources once the client is ready to resume. Once notice of client intent to resume is received by Corti, client will be placed into queue for reassignment at that time. 4. The Corti team assumes that the client has secured the appropriate internal resources who are prepared to make the necessary time commitments prior to beginning the implementation. This includes but is not limited to a project manager/project lead, decision makers, design team, subject matter (process or technical) experts, internal technical resources for integrations and the appropriate testing resources for UAT. 5. Client will provide access to subject matter experts and decision-makers to provide critical path project decisions in a commercially reasonable and timely manner. 6. The Corti team assumes an integration resource and testing environment will be provided by the client and/or the integrating system and will be available and ready at the time the integration work commences.
<p>Dependencies:</p>	<ol style="list-style-type: none"> 1. The timeline for delivery is dependent on the commitment of client's time both with the Corti implementation team during design workshops and calls, and client staff internally to gather the necessary requirements for completion prior to each design workshop or call. 2. The most successful implementations have consistent engaged resources from start to finish. Changes to key resources on the client

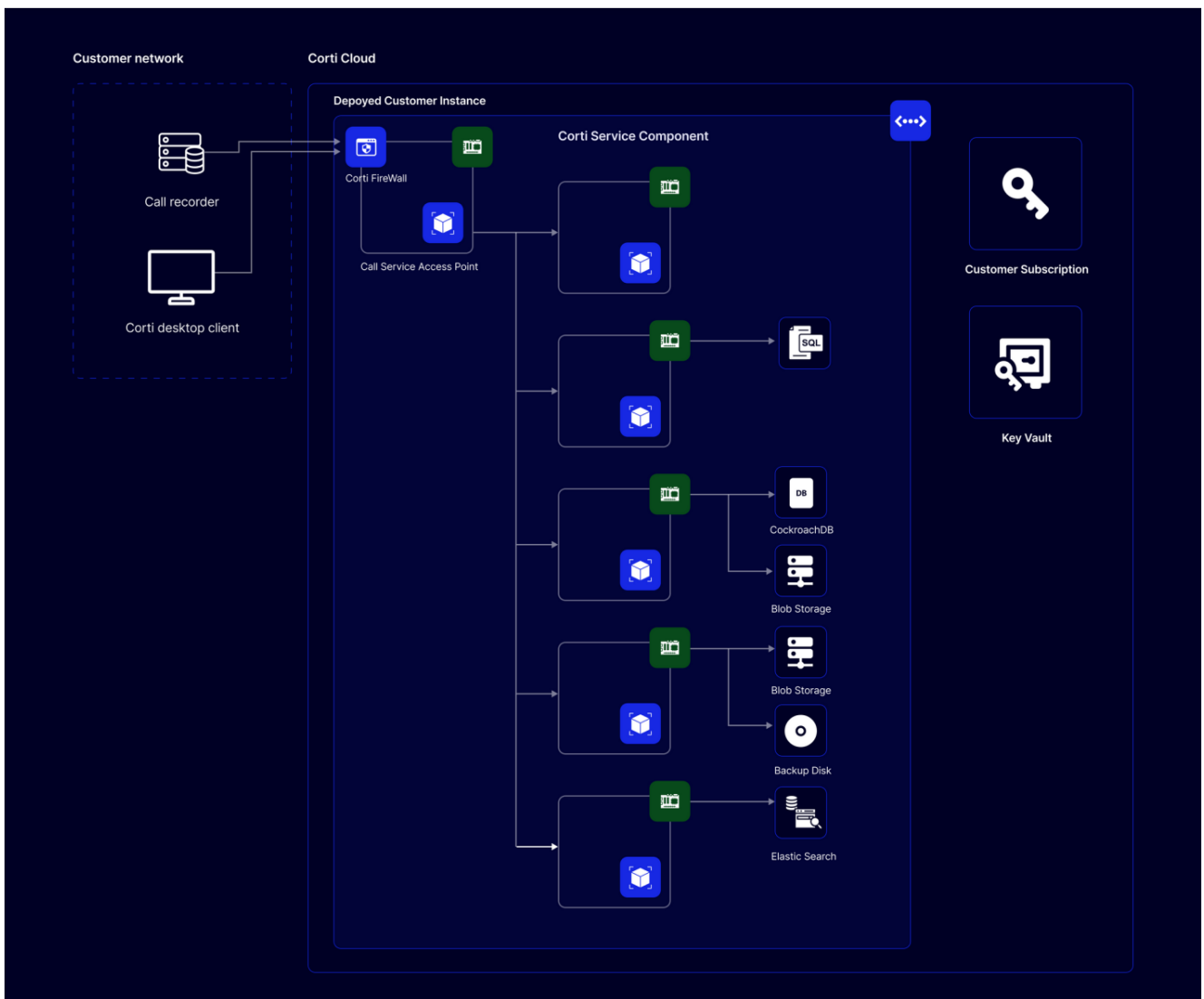
	<p>team may result in unexpected delays for ramp up time and changes to timelines, which may incur additional implementation services investment.</p> <ol style="list-style-type: none"><li data-bbox="479 346 1432 714">3. Delivery of integration requirements is dependent on the available functionality of the integrating system. The Corti team cannot mitigate issues that are caused by limits in the core functionality of the integrating system. The client team is responsible for communicating any concerns or deficiencies that are a result of the service offerings or functionality of the integrating system to that vendor directly, and negotiating any custom work or feature adds. Corti is not responsible for negotiations with the integrating vendor.<li data-bbox="479 724 1432 976">4. Delivery of the completed integration is dependent on timely engagement from the client's internal IT resources and/or integrating vendor resources. The client team is responsible for ensuring any third party integration vendors are acting as a supporting partner in the engagement.
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Change Order Process

A Change Order Request must be completed for all changes requested by either Corti or the client team that impact or deviate from this Scope of Services. The Change Order will result in a formal scope including impact and work effort, and an SoW will be executed prior to the commencement of any of the work outlined in the Change Order/SoW.

System Architecture

The Corti solution provides customers with comprehensive components to meet their data processing, storage, and retrieval needs. We then wrap security controls around each customer instance to deliver the necessary levels of data protection.



Security Checklist

Question	Y/N	Details
Is Corti HIPPA Compliant?	Yes	Yes, Corti complies with the HIPPA Requirements
Are data centers HIPAA and ISO/IEC 27001:2013 certified?	Yes	Azure complies with the HIPAA requirements and adheres to the Security Rule requirements in its capacity as a business associate. Azure data centers are certified against a number of national and international standards, including ISO/IEC 27001.
Can the customer choose the location(s) of the data centers used?	Yes	Azure data centers are located in 35 different countries worldwide to meet national and regional regulatory and jurisdictional requirements.
Does the service implement robust monitoring and redundancy to manage technical failures?	Yes	Azure data centers provide resilience to technical failure using multiple levels of physical and logical redundancy.
Does the service support post-incident data recovery?	Yes	Azure deployments include data backup options to support service recovery and data restoration following accidental modification or deletion of data or following a security incident.
Do you segregate customer data?	Yes	Customer data is only stored and processed within the customer's instance of the Corti service. All customer instances are isolated using dedicated virtual servers and

		storage segregated within the Azure hosting infrastructure.
Who has access to customer data held within the service?	Yes	Access to data is restricted by the customer to their authorized users only, with data confidentiality protected using robust encryption that prevents unauthorized access to data.
Are advanced threat detection and prevention measures employed?	Yes	The Corti solution uses comprehensive information security monitoring and protection measures, including firewall perimeter security and third-party network security monitoring
Is data protected at rest?	Yes	All stored data is encrypted using the AES algorithm.
Is data protected in transit?	Yes	All data in transit is encrypted using the TLS 1.2 protocol.
Can you create unique encryption keys per customer?	Yes	PII and PHI data is only stored within each customer's instance of the Corti service on the Azure infrastructure. The service encrypts stored data with access controlled by the data owner.

Do you enforce access controls to each system housing client data?	Yes	The customer's designated administrator controls logical access to their data using Azure's identity and access management functions. Access is subject to logging and auditing. Physical access
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		to the Azure environment is strictly controlled and audited by the hosting company.
Do you have application-level authentication?	Yes	All authorized users are provided with a named and password-protected account. Multi-factor authentication and password policy are configurable by the client.
Are account-level changes logged and retained?	Yes	All authentication and access changes are logged and audited.
Are there robust network boundary security controls in place?	Yes	The Azure hosting environment includes robust perimeter controls using a multi-layered approach for network protection.
Is network monitoring and alerting in place to respond to significant traffic changes?	Yes	Azure hosting offers advanced network traffic monitoring with automated protection against DDoS attacks.
Is the hosting environment hardened?	Yes	The Azure hosting environment includes tools and guidance for hardening to disable unneeded services and connections.
Do you ensure that hosted client data is securely removed after deletion?	Yes	Azure will remove all client data marked for deletion in accordance with its data destruction policy.
Are information security and privacy policies aligned with industry standards?	Yes	Corti and Azure's information security and privacy policies align with applicable major industry standards, including ISO/IEC 27001.
Do you communicate your policies to staff and contractors?	Yes	Staff and contractors have access to relevant policies and receive regular communications and

		briefings when necessary.
Is cross-border data movement limited, monitored, or controlled?	Yes	All data movement within the Azure hosting environment follows applicable legislation for the relevant hosting jurisdiction
Is the Corti service regularly independently security audited?	Yes	The Corti solution is subject to annual independent security auditing, while the Azure hosting environment is fully certified and subject to regular independent audits.
Is an individual, group, or committee responsible and accountable for information security and data handling?	Yes	Corti's Chief Technical Officer is responsible and accountable for information security and data protection.
Do you follow a defined Change Management process?	Yes	Corti business practices include a defined change management process that staff must follow.
Do you back up important data?	Yes	All customer instances of the Corti service include backup options that are fully configurable by the service operator to meet their business requirements.
Do you have a process in place for security patch management?	Yes	Security patches are automatically applied as part of the Azure hosting solution
Do you capture and maintain logs of information security activity?	Yes	The Azure hosting solution generates security event logs that are processed by a third-party monitoring and security service provider for threat detection and response
Do you have an incident management process in place?	Yes	Corti business practices include a defined incident management process that staff must follow

Are staff subject to pre-employment checking?	Yes	All staff are subject to reference checks as part of the recruitment process
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Security Matrix

Corti acknowledges and confirms the completion of an in-depth security assessment, aligning with Fairfax County's comprehensive security matrix as outlined in their security policy. This acknowledgement signifies Corti's commitment to upholding and implementing the necessary security measures to meet Fairfax County's standards and expectations.

LICENSE AGREEMENT ADDENDUM

Fairfax County ("the County") and Corti America Inc. ("Supplier"), a business incorporated in Florida, F.E.I.N. 86-3378318, having its principal place of business at 3401 North Miami Avenue, Suite 230, Miami, FL 33127, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) ([Corti Scope of Work, Corti General Terms and Conditions (Exhibit A), and Corti Service Level Agreement (Exhibit B)]) provided by Supplier. This Addendum, duly executed by the parties, is attached to and made a part of Supplier's standard form contract(s). Together these documents govern the use of any and all products or agreements whether or not specifically referenced in the order document.

The term "contract" means the Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted in this Addendum, acceptable to the County. But certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by the County. In consideration of the convenience of using the standard form contract and this Addendum without the necessity of specifically negotiating a separate contract document, the parties specifically agree that none of the following terms has any effect or is enforceable against the County or any of its officers, directors, employees or agents, even if that term or provision appears in the attached Supplier's standard form contract(s),

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for unperformed services, anticipated profit, or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County, the Commonwealth, or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Permitting approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party without the County's written consent;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those set forth in the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
13. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.

14. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
15. Requiring the County to agree to third-party terms and conditions.
16. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of the County except as follows: Supplier may assign all or any of its rights and obligations to: a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and, if necessary, a certification of authority to do business in Virginia; or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
17. Not complying with the contractual provisions in Articles 3 and 5 of the Fairfax County Purchasing Resolution, which are incorporated by reference.
18. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by [§ 59.1-501.15](#) of the [Code of Virginia](#);
19. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
20. Requiring that the County waive any immunity to which it is entitled by law;
21. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
22. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
23. Obligating the County beyond approved and appropriated funding. All payment obligations under the contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, the contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
24. Permitting unilateral modification of the contract by Supplier;
25. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
26. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
27. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
28. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
29. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
30. Granting Supplier or an agent of Supplier the unilateral right to audit or examine the books, records, or accounts of the County;

The parties further agree as follows:

31. If, pursuant to Title 13.1 or Title 50 of the Code of Virginia, Supplier is required to obtain a certificate of authority to transact business in Virginia, Supplier represents and warrants that it is so authorized.

If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

32. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
33. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted.
34. The County may rely on independent contractors, acting on behalf of the County, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of the County during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
35. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the County and shall be reimbursed at the then-current per diem rates used by the federal government.
36. Supplier will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this contract. Supplier must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Supplier accesses, stores, or hosts pursuant to this contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Supplier discovered the breach. The requirements of this paragraph are in addition to and do not relieve Supplier of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Supplier experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.
37. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - A. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - B. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - C. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and

Signature Certificate

Reference number: VRQ9V-2JNMO-HJ7TV-RN8PQ

Signer

Timestamp

Signature

Andreas Cleve

Email: ac@corti.ai
Shared via link

Sent: 08 Nov 2023 17:06:05 UTC
Viewed: 09 Nov 2023 18:13:54 UTC
Signed: 09 Nov 2023 19:28:49 UTC



IP address: 77.241.128.237
Location: Copenhagen, Denmark

Document completed by all parties on:
09 Nov 2023 19:28:49 UTC

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