

## **EXHIBIT C INFORMATION SYSTEMS**

### **Section I - Information System Department**

#### **A. Overview**

The Court's case management system known as the Tyler Odyssey Case Management System ("Odyssey") has changed how the Court's Data is shared with County justice partners and is described in greater detail in Exhibit D to the MOU. The Data is now shared through web portals and electronic interfaces. The Court and County will continue to work and collaborate with the County Information System Department ("ISD") and other criminal justice partners to facilitate the electronic interfaces which are known as the "*Court bound interfaces*" and the "*County bound interfaces*." Each party will continue to bear their own development costs and computer infrastructure associated with electronic interfaces.

#### **B. Scope of Services and Cost**

1. The Court may request read-only IJS access for limited designated Court users at the published ISD Baseline Rate, per user Account/User Management monthly rate. The rates for each fiscal year will be published in January of the preceding fiscal year on the County internet site: <https://sonomacounty.ca.gov/administrative-support-and-fiscal-services/information-systems/rate-structure>.

2. Should the County determine that the Court is causing problems that may compromise, impair or disable the – County's network in any way, such as a cybersecurity attack or other malicious activities, services between the Court and the County will be subject to immediate disconnection, until such time as the cause and a resolution is determined. For non-urgent problems that do not pose an immediate security risk to the County's network, the County will notify the Court 24 hours in advance of the problem and intention to disconnect, prior to disconnecting services. Every reasonable effort will be made to avoid the occurrence of disconnecting the County's network from the Court Odyssey network.

3. ISD currently provides network services for connectivity between Odyssey and IJS, as well as network and wireless services for County staff who perform work at Court managed locations. ISD will work with the Court to ensure service continuity at new Court facilities.

#### **C. Data Exchange Confidentiality and Security**

1. Purpose. The purpose of this section is to memorialize the parties' understanding concerning the Court's access to County Data and the County's access to Court's Data contained in electronic interfaces between County and Court supported information technology systems. County and Court acknowledge that Data shared through the electronic interfaces may be sensitive and confidential. Accordingly, Data exchanged through the

electronic interfaces shall be governed by all applicable privacy laws, statutes, rules and regulations.

2. Safeguarding Data. The parties must comply with all applicable local, state, and federal laws and regulations concerning safeguarding of confidential Data, including Penal Code

section 13300. The parties may disclose Data to the extent necessary to (i) comply with any applicable law, rule, regulation, ruling, and/or valid public records request pursuant to the California Public Records Act or California Rule of Court 10.500; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under the MOU.

3. Data.

3.1 **“Data”** means all data and information in any format or media that is accessed by a party from the other party or exchanged between the parties in connection with the MOU.

3.2 Ownership of Data. All Data will remain the property of the originating party except as set forth herein. The parties shall use Data received under this section of the MOU for use in their case management systems, integrated justice hub or ACCESS program. The data will only be used to perform their official duties, in conformity with the terms of the MOU, and for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification or licensing duties as authorized by law. The parties accept sole responsibility for ensuring that their respective employees, agents, and contractors access system Data for legitimate criminal or civil justice purposes; that their employees, agents, and contractors do not sell, assign, transfer, distribute, disseminate, misuse or make any unauthorized disclosures of the Data in the electronic interfaces; and that all employees, agents, and contractors comply with all other provisions of this section of the MOU.

3.3 Data Integrity. Data integrity may be compromised by failed Data exchanges, failure to send Data exchanges, incorrect Data in exchange messages, and/or failure to properly process an exchange message. Court and County technical staff will cooperate in good faith to jointly determine and implement the necessary processes and procedures to ensure Data integrity between the Court and County Data systems, with attention to the need for timeliness in identifying and correcting any Data integrity issues.

3.4 Notification of Security Breaches. Each party agrees that in the event of any breach or security incident that could impact the other party, upon becoming aware of the security incident shall immediately notify the other party (email will suffice for this purpose) of the incident and impacted systems, and they will take appropriate action to contain the incident and prevent it from spreading to the other party. In the event that the confidentiality or integrity of Data where personal or confidential information was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party whose system was breached shall immediately notify the other party of the breach, comply with all notification actions, and/or assist with notification actions required by applicable law. Should any form of Data breach occur, the

parties shall comply with Civil Code section 1798.29.

## **Section II – Communications Division**

### **A. Method of Service Delivery**

ISD's Communications Division shall maintain an ongoing relationship with the Court by providing a designated liaison that will have the responsibility for coordinating services to the Court. The Court will provide a designated liaison to ISD Communications for coordinating services to ISD. Except as agreed upon through this or any other technical working agreement, ISD Communications services will be provided utilizing the same systems, forms, policies and procedures, and other methods ISD uses with County departments.

### **B. Scope of Services**

The Court is responsible for installation, maintenance and repair of all telecommunications services including, but not limited to, network services, telephone services, voice mail, Automatic Call Distribution systems, pagers, cellular telephones and associated services relating to all Court locations. The ISD Communications Division is responsible for wiring modification to existing communication systems. All communication wiring services provided by ISD are billed at actual cost. ISD will work collaboratively with the Court regarding network and wireless services for County staff in the new Court facilities.

### **C. Cost of Services**

The Court will be charged by the same methodology as is used for County departments, provided the methodology used to determine Court charges reflects only the actual cost of the specific services provided to Court. The rates for each fiscal year will be published in January of the preceding fiscal year. County will notify Court if rates will be adjusted during the year to reflect major changes in costs.

Adds, moves, and changes for all lines including data lines are to be billed back to the Court based on actual costs.

There is no charge to the Court for emergency repairs for a major system outage during or after business hours. Non-emergency repair requests, adds, moves and changes or other requested work incurs at time and one-half the regular rate for after hours and double time charges for any Sunday and/or Holiday service request.

As provided in Section 9 of this MOU, in the event the COURT or ISD desire to adjust services and/or charges specified in this MOU or this Exhibit, changes may be made at any time during the term of this MOU upon mutual agreement of the COURT and the Department Head.

### **D. Performance Standards**

The County and COURT will meet – if requested by the COURT - during the month of December each year to review the fiscal year-to-date performance in providing specified services to the

COURT and to determine the future services to be provided and proposed budget amount for the upcoming fiscal year.

**E. Accessibility**

In buildings where the Court shares the location with County Departments or Agencies, there are areas that must be accessible by ISD Communications. These areas include, but are not limited to, telephone switch rooms, equipment closets, walker ducts, cable paths, conduit runs, wiring access points, and ceiling hatches. In case of emergency repairs and normal maintenance, the designated areas must be accessible at all times, 24/7.

**Section III – Records Division**

**A. Method of Service Delivery**

ISD's Records Management Division shall maintain an ongoing relationship with the Court by providing a designated liaison that will have the responsibility for coordinating services to the Court. The Court will provide a designated liaison to ISD Records for coordinating services to ISD. Except as agreed upon through this Agreement or any other technical working agreement, ISD Records services will be provided utilizing the same systems, forms, policies and procedures, and other methods ISD uses with County departments.

**B. Scope of Services**

The ISD Records Management Division provides services to the Court for mail metering, bar coding services, and courier services. Courier scheduled stops will be mutually agreed upon. Mail will be picked up daily from Court and brought to the County Mail Room where postage will be applied. All mail that is automation compatible will be bar coded and sorted in order to receive a postage discount and reduce the overall cost of postage to the Court.

Courier service will include a total of scheduled two stops per day at agreed upon locations as described below. Courier service will include the pickup and delivery of interdepartmental mail and pickup of outgoing U.S. mail and parcels and delivery of them to the County Mail Room for processing.

**Daily Delivery Schedule**

- County Courier to Los Guillicos (Juvenile Justice Center)-Juvenile Court - AM only
- County Courier to 106J Mail Center at the HOJ - PM

**C. Cost of Services**

The Court will be charged by the same methodology as is used for County departments, provided the methodology used to determine Court charges reflects only the actual cost of the specific services provided to Court. The rates for each fiscal year will be published in January of the preceding fiscal year. County will notify Court if rates will be adjusted during the year to reflect major changes in costs.

As provided in Section 9 of this MOU, in the event the COURT or ISD desire to adjust services and/or charges specified in this MOU or this Exhibit, changes may be made at any time during the term of this MOU upon mutual agreement of the COURT and the Department Head.

**D. Performance Standards**

Send out First Class Mail no later than the next day after it was received at the County Mailroom.

Send out Standard (Bulk Mail) no later than three (3) working days after received at the County Mailroom.

Items picked up by the Courier will be brought to the Mailroom, sorted and redelivered on the next scheduled courier delivery route.

Complete all billing for all direct and indirect services by the 25<sup>th</sup> day of each month for the previous month. ISD may opt to change its billing cycle from monthly billing to quarterly or semi-annual billing, in which case ISD shall give the COURT at least ninety (90) days-notice before changing its billing cycle.

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