

**KINGS COUNTY SHERIFF'S OFFICE
INMATE COMMUNICATION SERVICES AGREEMENT**

INTRODUCTION

Inmate Calling Solutions, LLC d/b/a ICSolutions with its principal place of business located at 2200 Danbury Street, San Antonio, TX 78217 (hereinafter "Contractor") and the County of Kings, a political subdivision of the State of California (hereinafter "County"), with its principal place of business at 1400 W. Lacey Blvd., Hanford, CA 93230, hereby agree to execute this Inmate Telephone Service Agreement ("Agreement"), effective _____, 2024 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to RFP # 2023-42, County hereby awards this Agreement to Contractor and provides Contractor the exclusive right and privilege to install and operate all inmate communication services (Inmate Telephone Service, Video Visitation Services, and Tablets) and related equipment at County's Main Jail Facility, as operated by the King's County Sheriff's Office and located at 1570 Kings County Drive, Hanford, California 93230. **Attachment 1 – Mandatory Requirements** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1 – Scope of Work**. Details surrounding County's Facility and required equipment is found in **Attachment 3 – (Facility Specifications)**. Contractor shall, at no cost to County, provide all wiring for the inmate telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to make free, direct bill, pre-paid and/or debit local, long distance and international calls from the Facility pursuant to the terms set forth herein.
- 1.2. Contractor shall provide turnkey video visitation solution (VVS) which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates from the Facility.
- 1.3. Contractor shall provide correctional-grade mobile device/tablet solution ("Tablets") at no cost to County. The Tablets shall, at a minimum, have the capability to access to various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances, and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets.
- 1.4. Contractor shall provide County with other required technologies as described herein. Contractor shall provide debit release cards, a correctional grade intake kiosk ("Booking Kiosks"), a multi-function payment kiosk that allows end users to fund inmates' debit and/or trust accounts ("Lobby Kiosks"), and electronic remote funding via telephone, mobile application, or website as described in **Attachment 1 – Scope of Work**.
- 1.5. This Agreement may be modified only by a written amendment signed by the parties.
- 1.6. This Agreement will remain in force until the designated termination date, or the Agreement is otherwise terminated in accordance with terms herein.

1.7. Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance are on file with the County's Risk Manager.

2. TERM

2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of three (3) years with an expiration date of _____ ("Initial Term"). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1)-year terms or on a month-to-month basis (not to exceed twelve (12) months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. CONTRACTOR RESPONSIBILITIES

3.1. Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications, including, but not limited to, the features and functionalities of the inmate telephone system ("ITS"), video visitation solution ("VVS") and correctional-grade mobile devices/tablets ("Tablets") listed in **Attachment 1 – Scope of Work**. If County designates an agent to act on County's behalf ("Designated Agent"), Contractor shall follow County's direction in working with such Designated Agent.

NEGOTIATED TERMS

4. SURETY BOND

4.1. Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the state of California, a Cashier's Check, or Irrevocable Letter of Credit payable to County within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to County in the amount of sixty thousand dollars (\$60,000) and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that County exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

5. REVENUE SHARE, PAYMENT, AND REPORTING

5.1. Pursuant to Contractor's response to RFP # 2023-42 and BAFO, Contractor shall remit to County 20% revenue share to County on Gross Revenue generated by and through all inmate communication services. Gross Revenue is defined in **Attachment 1, Section 1 (General Conditions)**.

5.2. Pursuant to Contractor's response to RFP # 2023-42 and BAFO, Contractor shall remit to County 50% revenue share on Gross Revenue generated by and through the VVS. Gross Revenue is defined in **Attachment 1, Section 1 (General Conditions)**.

- 5.3. Pursuant to Contractor's response to RFP #2023-42 and BAFO, Contractor shall remit to County 25% revenue share on Gross Revenue generated by and through the Tablets (including electronic messaging). Gross Revenue is defined in **Attachment 1, Section 1 (General Conditions)**.
- 5.4. Pursuant to Contractor's response to RFP #2023-42 and BAFO, Contractor shall remit to County 5% revenue share on total funding fees collected by and through Electronic Funding. Gross Revenue is defined in **Attachment 1, Section 1 (General Conditions)**.
- 5.5. County reserves the right to recoup from Contractor certain administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by Contractor. County may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by County in association with inmate communication services covered by the Cost Recoupment Payment. County does not require a Cost Recoupment Payment upon execution of the Agreement. In the event County wishes to utilize its option to implement the Cost Recoupment Payment, then, at County request, County and Contractor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to County to document County-imposed Cost Recoupment Payment. If Contractor and County are unable to mutually agree on such an Agreement amendment within thirty (30) days of County's request, then County may terminate the Agreement at its sole discretion and without penalty or liability to County, and County may select another provider.

6. RATES AND FEES

- 6.1. Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for inmate telephone calls and inmate video visitation sessions as detailed in **Attachment 4 – (Rates, Fees, and Revenue Share)**.

7. ADDITIONAL TECHNOLOGY

- 7.1. Contractor shall supply the following additional technologies that shall have all of the features and requirements specified in **Attachment 1, Section 8 (Other Required Technology)**.
 - 7.1.1. Electronic Trust Funding;
 - 7.1.2. Booking Kiosks;
 - 7.1.3. Lobby Kiosks;
 - 7.1.4. Debit Release Cards;
 - 7.1.5. Automated Information System (AIS);
 - 7.1.6. Voice-to-Text Transcription;

8. RECONCILIATION

- 8.1. County, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of seven (7) years after the termination date of this Agreement, upon ten (10) business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Agreement. County retains the right to have another independent Agency of County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.

- 8.2. Contractor shall maintain accurate, complete, and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for all inmate communications services (ITS, VVS, Tablets, Kiosks, and Debit Release Cards). The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement and for no less than seven (7) years after the term of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.
- 8.3. Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due County at least five percent (5%) above the amount otherwise paid for the period reconciled, County's reasonable cost of reconciliation, all within thirty (30) days of the resolution date. If the agreed upon amounts are not paid within thirty (30) days, the amounts due to County will accrue interest at the rate of (one and a half percent) 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

9. ASSIGNMENT AND MERGERS/ACQUISITION

- 9.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without thirty (30) days' advance written notification to County and then only upon Contractor's receipt of County's written consent.
- 9.2. Upon receipt of County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor. However, County may assign any and/or all of its rights and obligations hereunder without Contractor's written consent but upon County's written notice thereof to Contractor (i) to any affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business or assets; (iii) pursuant to any merger, acquisition or reorganization; or (iv) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 9.3. If during the Agreement term and any renewal term(s), Contractor merges or is acquired by another entity, the following documents must be submitted to County:
 - 9.3.1. Corporate resolutions prepared by Contractor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 9.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 9.3.3. Other documentation requested by County.
- 9.4. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

10. TERMINATION/DEFAULT

- 10.1. In the event Contractor fails to perform any terms or conditions of the Agreement, County may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within thirty (30) calendar days of receipt of such notice, County may terminate the

Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1, Section 4 (General Installation Requirements)**.

- 10.2. The Agreement between County and Contractor may be terminated by either party upon one hundred and fifty (150) days' written notice to the other party, without penalty. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1, Section 4 (General Installation Requirements)**.
- 10.3. Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- 10.4. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of the Agreement, which change affects (i) the rates permitted to be charged by Contractor to inmates under the Agreement; (ii) the right of County to recover its costs; or (iii) the ability for Contractor to pay to County a revenue share, fees (including but not limited to the cost recoupment payment) or other cost recovery mechanisms, then, at either party's request, Contractor and County will negotiate in good faith an amendment to the Agreement reasonably acceptable to the parties that enables County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and County are unable to mutually agree on such an Agreement amendment within thirty (30) days of County's request, then either party may terminate the Agreement at its sole discretion and without penalty or liability to the other party, and County may select another inmate communication services provider.

11. INDEMNIFICATION

- 11.1. Contractor shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (i) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Contractor or any of its employees, agents, or subcontractors in providing the equipment and services hereunder; (ii) the operation of Contractor's business or the inmate communication services; (iii) any breach by Contractor of its obligations hereunder; or (iv) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands or liabilities are due to the negligence of County, its agents, or employees.
- 11.2. County agrees to provide Contractor with reasonable and timely notice of any claim, demand, or cause of action made or brought against County arising out of or related to the services rendered by Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. County will promptly advise Contractor of any proposed agreement to compromise or settle any claim, and Contractor will have ten (10) days to respond to such proposal.
- 11.3. In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Contractor shall at its sole cost and expense (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, County may terminate this Agreement upon providing sixty (60) days written notice to Contractor and Contractor shall

be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.

- 11.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

12. INSURANCE

- 12.1. During the period of the Agreement, Contractor at its own expense agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the state of California and in a standard form approved by the Board of Insurance Commissioners in the state of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should ensure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Contractor.
- 12.2. Contractor shall provide County with thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 12.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 12.4. Contractor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within ten (10) days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation.

Automobile Liability	
Bodily Injury – Each Person	\$500,00.00
Bodily Injury – Each Accident	\$1,000,000.00
General Liability	
Bodily Injury or Death – Each Person	\$2,000,000
Property Damage – Per Incident (Resulting in Injury/Destruction of Property)	\$5,000,000
Excess Liability	
Umbrella Form	\$1,000,000.00
Worker's Compensation	Statutory

- 12.5. County agrees to provide Contractor with reasonable and timely notice on any claim, demand or cause of action made by or brought against County arising out of the service provided by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 12.6. For any person or contractor with whom Contractor enters into a contract to provide the services defined in this Agreement, Contractor must:
- 12.6.1. Provide a certificate of coverage, for all persons providing the services defined in this Agreement. Coverage shall be based on proper reporting of classification

- codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code;
- 12.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Contractor current certificate of coverage ends during the duration of the project;
- 12.6.3. Retain all required certificates of coverage for the duration of the project and for two (2) years thereafter; and
- 12.6.4. Notify County in writing, within ten (10) business days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

13. DISCREPANCY

- 13.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP # 2023-42 and its attachments and amendments, the Best and Final Offer (BAFO), and Contractor's Proposal, the discrepancy or conflict shall be resolved as follows.
 - 13.1.1. The specific provisions of the Agreement Terms will prevail over the RFP, its attachments, and amendments, and BAFO.
 - 13.1.2. The RFP, its attachments, and amendments, and BAFO will prevail over Contractor's Proposal.
- 13.2. Exceptions or objections to specific RFP provisions in Contractor's Response that have not been explicitly accepted by County in writing shall not be included in this Agreement and shall be given no weight or consideration.

14. PREVAILING WAGE; REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS FOR COMPLIANCE MONITORING

- 14.1. Contractor understands and agrees that a portion of the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof.
- 14.2. Contractor understands and agrees that it shall be required to register with and submit certified payrolls to the Department of Industrial Relations for compliance monitoring of the portion of work subject to prevailing wage.

15. SUBCONTRACTS

- 15.1. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Contractor and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.
- 15.2. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. Contractor shall identify any subcontractors used to provide services under this Agreement.

- 15.3. In the event of unsatisfactory performance, as determined by County, County may request to substitution of a subcontractor utilized by Contractor to fulfill the obligations under this Agreement.

16. FORCE MAJEURE

- 16.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

17. CONFLICT OF INTEREST

- 17.1. Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- 17.2. Contractor has an affirmative duty throughout the term of this Agreement and any extension of the Agreement to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. HEALTH AND SAFETY STANDARDS

- 18.1. Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

19. NONDISCRIMINATION

- 19.1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, gender identity, or gender expression.
- 19.2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

20. ADA COMPLIANCE

- 20.1. Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.
- 20.2. Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures and County's Grievance Form which are attached to this Agreement as **Attachment 2 – Kings County Grievance Procedure**.

21. NOTICE

- 21.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service depository.

FOR COUNTY:

Kings County Sheriff's Office
Attn: Assistant Sheriff Chrystal Thomas
1570 Kings County Dr.
Hanford, CA 93230

FOR CONTRACTOR:

Inmate Calling Solutions LLC
Attn: Mike Kennedy
2200 Danbury Street
San Antonio, TX 78217

22. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 22.1. Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable California laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. County reserves the right to review drug testing results of Contractor's personnel assigned to work at the Facility. County may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than six (6) months.
- 22.2. Contractor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

23. MISCELLANEOUS TERMS

23.1. Independent Contractor

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control over the manner or method by which Contractor or its subcontractor(s) perform under the Agreement.

23.2. Interpretation

This Agreement shall be interpreted and governed by the laws of the State of California. The parties agree that this Agreement was entered into in Kings County, the services to be provided will be provided in Kings County, and all other obligations to be performed under this Agreement will be fulfilled in Kings County. The parties therefore agree the proper venue for any action relating to this Agreement is Kings County, California.

23.3. Severability

If any part of this Agreement is contrary to any Federal, State, or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted, and all remaining provisions shall remain in full force and effect.

23.4. Entirety, Waiver, and Modification

- 23.4.1. This Agreement, together with any attachments, represents the entire understanding between County and Contractor (collectively “Parties”) with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.
- 23.4.2. This Agreement, together with any attachments, represents the entire understanding between County and Contractor (collectively, “Parties”) with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.
- 23.4.3. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 23.4.4. In no event shall any act of forbearance by either Party constitute a waiver of any breach of this Agreement or any default, which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.
- 23.4.5. This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

23.5. Confidentiality

- 23.5.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such (“Confidential Information”). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, that the Party being required to disclose the confidential or proprietary information of the other must promptly

notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

- 23.5.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

23.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of sixty (60) days shall be governed by and interpreted in accordance with the laws of California without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of California courts.

23.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

23.8. Contractor Costs and Taxes and Fees on Services

It is expressly understood that County is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to: taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor's services. Contractor agrees that it is entirely responsible for calculating, collecting, and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including, but not limited to, any and all taxes as applicable for the inmate communication services such as; direct bill, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

24. LIQUIDATED DAMAGES

- 24.1. Contractor's failure to meet Agreement requirements both correctly and on time may result in substantial injury County; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by County to Contractor. Payments due County for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
<p>Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.</p>	<p>\$2,500.00 per unauthorized application, website access, or related breach of security. This amount would be applied to singular security events that affect the entire facility and will not be applied on a per-tablet basis.</p>
<p>All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of County.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p>
<p>All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor including allowing access to unauthorized wireless networks.</p>	<p>\$2.00 per completed, unauthorized free call.</p>
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by County after the date specified in Attachment 1, Section 1 (General Conditions). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of County and/or any legal course of action County elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section 1 (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section 1 (General Conditions).</p>
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by County after the date specified in Attachment 1, Section 1 (General Conditions). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of County and/or any legal course of action County elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section 1 (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section 1 (General Conditions).</p>

LIQUIDATED DAMAGES	
Description	Amount
<p>All Inmate Communication Services Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	\$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).
<p>All Inmate Communication Services Any bill types, transactions, or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.</p>	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
<p>All Inmate Communication Services Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	\$500.00 per day for each day the after the agreed-upon date until the installation is complete.
<p>All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs, replacements, or service quality issues within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.</p>	\$500.00 for each day after the Cure Period and for each reported repair or replacement that Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
<p>All Inmate Communication Services Contractor shall provide a dedicated site administrator. Should the position be vacated, Contractor shall resolve the personnel placement issue as described in Attachment 1, Section 3 (Customer Service). Should Contractor fail to resolve the personnel placement issue, Contractor may be liable for liquidated damages.</p>	\$100.00 for each day after the specified period where Contractor fails to resolve until the personnel placement issue is resolved by Contractor.
<p>All Inmate Communication Services When County suffers one or more lost, unrecoverable, or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.</p>	\$1,000.00 per occurrence.
<p>Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications that affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.</p>	\$500.00 per occurrence.


LIQUIDATED DAMAGES	
Description	Amount
<p>All Inmate Communication Services</p> <p>Contractor shall adhere to Attachment 1, Section 4 (General Installation Requirements) when transferring attorney telephone numbers from the incumbent's system to Contractor's system. Calls to attorney telephone numbers shall not be recorded. Should an attorney call be recorded due to Contractor's failure to properly transfer and format the inmate numbers or Contractor enters the attorney number without formatting the number as privileged or do not record, may result in liquidated damages incurred by Contractor.</p> <p>For liquidated damages to be assessed, the attorney number must be transferred or input incorrectly. If a Contractor administrator enters and formats the number incorrectly that would also be a liquidated damages situation. If County inputs the number or Designated Agent inputs the number without flagging for do not record, Contractor is not liable for the damages.</p>	<p>\$1,000.00 per occurrence</p>

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

County of Kings

Inmate Calling Solutions, LLC

Authorized Signature



Authorized Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date


Date

ATTEST:

RISK MANAGEMENT APPROVED AS TO INSURANCE:

Sarah Poots, Risk Manager

Catherine Venturella, Clerk of the Board



Signature

**APPROVED AS TO FORM:
Diane Freeman, County Counsel**



Willie Barrera

Sarah Poots

Typed or Printed Name

Deputy County Counsel

Title

Risk Manager

Title

4/16/24

Date

04/29/2024

Date

ATTACHMENT 1

Scope of Work

GENERAL CONDITIONS

1. PROJECT SCOPE

- 1.1. Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit, free calls and voicemail. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facility. Additional details regarding County's mandatory ITS requirements can be found in **Attachment 1, Section 5 (ITS Requirements)**.
- 1.2. Contractor shall provide a turn-key video visitation solution which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors to schedule and complete onsite and remote video visitation sessions with inmates at the Facility. Additional details regarding County's mandatory VVS requirements can be found in **Attachment 1, Section 6 (VVS Requirements)**.
- 1.3. Contractor shall provide a correctional-grade mobile device/tablet solution at no cost the County. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets. Additional details regarding County's mandatory Tablet requirements can be found in **Attachment 1, Section 7 (Tablet Requirements)**.
- 1.4. Contractor shall provide electronic funding at no cost to County. The electronic funding service shall, at a minimum, allow end-users to load funds onto an inmate's debit and/or trust account via telephone, online, or mobile application. Additional details regarding County's mandatory electronic funding requirements can be found in **Attachment 1, Section 8 (Other Required Technology)**.
- 1.5. Contractor shall provide lobby and booking payment kiosks ("Kiosks") for their Facility at no cost to County. The Kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and/or trust accounts. Additional details regarding County's mandatory Kiosk requirements can be found in **Attachment 1, Section 8 (Other Required Technology)**.

2. ITS REVENUE SHARE, PAYMENT AND REPORTING

- 2.1. Gross Revenue generated by and through the Contractor's ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls) and voicemail messages; additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.

- 2.2. Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
- 2.3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by County prior to implementation.
- 2.4. County shall notify Contractor of any unapproved additional fees and/or charges associated with the ITS of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.
- 2.5. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 2.6. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 2.6.1. Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency;
 - 2.6.2. A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to County. Unauthorized free calls are subject to liquidated damages as specified in this Agreement;
 - 2.6.3. Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
 - 2.6.4. Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in this Agreement.
 - 2.6.5. Collect Billing Fees - Collect billing fees shall be defined as fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account. The collect billing fee shall not be applied on a per-call basis. All collect billing fees must be approved by County and are subject to liquidated damages as specified in this Agreement.
- 2.7. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue share regardless of if Contractor can bill or collect revenue on the call.
- 2.8. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
- 2.9. Contractor may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event

the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.

- 2.10. Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this **Attachment 1, Section 1 (General Conditions), Subsection 2 (ITS Revenue Share, Payment and Reporting)**. Contractor will invoice County on a monthly basis for all funding amounts transferred from facility trust/commissary accounts to Contractor Debit accounts. The invoice will be due and payable upon receipt.
- 2.11. On the (fifth) 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 2.12. Payments and reports for ITS are due to County on or before the fifteenth (15th) day of the month following the traffic month.
- 2.13. Contractor shall provide monthly revenue share/cost recoupment payments and traffic detail reports to County via these methods:
 - 2.13.1. County requests that all payments be sent via wire transfer; and
 - 2.13.2. County requires that the traffic detail reports be sent electronically in Comma Separated Values (CSV) format.
- 2.14. Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facility: Facility Name; Facility Identification Number; Facility Address (Street, City, State and Zip); Automatic Number Provider; Inmate Telephone Station Port/Identifier; Inmate Telephone Location Name; Local Calls, Minutes, Gross Revenue (Per Inmate Telephone); Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone); Domestic International Calls, Minutes, Gross Revenue (Per Inmate Telephone); International Calls, Minutes, Gross Revenue (Per Inmate Telephone); Total Calls, Minutes, Gross Revenue (Per Inmate Telephone); and Traffic Period and Dates.
- 2.15. Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the fifteenth (15th) day of the month following the traffic month.
- 2.16. The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields: Facility Name; From ANI; To ANI; Batch Number / ID; From City; From State; To City; To State; Station Port/Identifier; Phone Name or Location; Inmate Name; Inmate Identification Number; Personal Identification Number; Revenue Period; Call Start (yyymmdd; mmss); Call End (yyymmdd; mmss); Seconds; Call Type (e.g. local, etc.); Bill Type (e.g. free, collect, etc.); Call Cost; Tax; Validation Result; Termination Reason; LIDB Status/Code; and Completion/Accept Indicator.
- 2.17. Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) ITS calls and accounts shared for other inmate communication services (i.e. VVS, Tablets, etc.) funding accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to: Facility Identification Number; Date; County Identification Number; To ANI; Billed Account; Transaction Type; Bill Type; Fee Type; Instance Type; and Fee Amount.

- 2.18. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in this Agreement.

3. VVS REVENUE SHARE, PAYMENT AND REPORTING

- 3.1. VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
- 3.2. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 3.2.1. A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to County.
 - 3.2.2. Required charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 3.3. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
- 3.4. Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facility must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
- 3.5. County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.
- 3.6. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 3.7. A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
- 3.8. Payments and reports for video visitation sessions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.
- 3.9. Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to: Facility Name; Facility Identification Number/Site Identification Number; VVS Station Identifier; VVS Station Location Name; Onsite Video Visitation Sessions, Minutes (Per VVS Station); Free Video Visitation Sessions, Minutes (Per VVS Station); Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station); Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station); Revenue Share (Per VVS Station); Total Video Visitation Sessions, Minutes and Gross Revenue; Credited Video Visitation Sessions (Per VVS Station); Credited Revenue (Per VVS Station); and Traffic Period and Dates.

- 3.10. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in this Agreement.

4. TABLET REVENUE SHARE, PAYMENT AND REPORTING

- 4.1. Gross Revenue generated by and through the Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Contractor.
- 4.2. Contractor shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
- 4.3. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - 4.3.1. A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to County;
 - 4.3.2. Required charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 4.4. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.
- 4.5. Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facility must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
- 4.6. County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.
- 4.7. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 4.8. Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
- 4.9. Payments and reports for Tablets are due to County on or before the fifteenth (15th) day of the month following the month of activity.
- 4.10. Contractor shall provide monthly Tablet detail reports/records, in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to: electronic messages, photos, attachments, videos, media, and application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type: Facility Name; Facility Identification Number/Site Identification Number; Facility Address, Street, City, State, and Zip; Tablet Identifier (where applicable); Number of Transactions for Each Transaction Type (Per Inmate); Minutes of Usage for Each Application Type (Per Inmate); Gross Revenue for Each Transaction

/ Application (Per Tablet); Revenue Share Rate; Total Revenue Share (Per Tablet); Total Transactions / Applications, Minutes of Usage, Gross Revenue and Revenue Share; and Traffic Period and Dates.

5. ELECTRONIC FUNDING AND KIOSK REPORTING AND PAYMENTS

- 5.1. Contractor agrees that all deposited funds during a weekly period (Monday – Sunday) will be initiated via ACH to County’s banking institution within two banking days of Vendor’s receipt of said funds and at no cost to County.
- 5.2. Every Tuesday, Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions deposited into County's bank account for the preceding week (Monday-Sunday) for all electronic funding and Kiosk events.
- 5.3. Payments and monthly transaction reports for electronic funding and Kiosk transactions are due to County on or before the fifteenth (15th) day of the month following the activity/session month.
- 5.4. Contractor shall provide monthly electronic funding detail reports/records, in CSV format, which shall include a detailed breakdown of the activity for all transactions by funding type. Funding detail records shall include, at a minimum, each of the following items for electronic funding: Facility Name; Facility Identification Number / Site Identification Number; Facility Address, Street, City, State, and Zip; Kiosk Identifier (Where Applicable); Transaction Type (cash, credit, etc.); Number of Transactions for Each Transaction Type; Inmate Name; Inmate Identification Number; End User Name; End User Address (if captured); End User Email (if captured); Revenue Share Rate (if applicable); Total Revenue Share (if applicable); Total Transactions, Deposit Amounts, and Revenue Share (if applicable); and Traffic Period and Dates.
- 5.5. Contractor agrees to charge the required fees specified in **Attachment 4 (Rates, Fees and Revenue Share)** and must be in compliance with California state laws and applicable regulations.

6. RATE REQUIREMENTS

- 6.1. Before any new rate increases or decreases are implemented for any of the inmate communication and funding services required in this Agreement, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor’s request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in this Agreement.
- 6.2. In the event Contractor increases the rates or fees for any of the inmate communication services required in this Agreement without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share for unapproved rate increases. Contractor will implement any rate adjustments for any and all inmate communication services requested by County within ten (10) calendar days of said request, subject to regulatory approval, as applicable.
- 6.3. Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International which shall mirror Interstate rates. Calls to all other countries shall be rated as International. The calling rates for Interstate/Domestic International and International are specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 6.4. Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.

- 6.5. During the rating process, Contractor shall round up the raw calculated amount to the nearest hundredth decimal place using normal accounting practices.

USER BILLING AND PAYMENTS

1. PRE-PAID & DEBIT APPLICATIONS

- 1.1. The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
- 1.2. County requires that Contractor issue refunds to end-users/inmates of any inmate communication services for any pre-paid/debit funds remaining in any pre-paid/debit account upon request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facility, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
- 1.3. Should Contractor adjust the rates in order to complete a call, Contractor may incur liquidated damages as specified in this Agreement. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
- 1.4. Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call or visit (regardless of call type) from the Facility.
- 1.5. The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
- 1.6. Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
- 1.7. The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
- 1.8. The pre-paid and/or debit application shall allow international calls.
- 1.9. Contractor shall be capable of configuring pre-paid cards for use outside of the Facility.
- 1.10. Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit programs at no cost to County.

2. PAYMENTS FOR VVS SESSIONS

- 2.1. Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues.
- 2.2. Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.

3. TABLET CHARGES

- 3.1. To complete the reporting and revenue share process outlined in **Attachment 1, Section 1 (General Conditions), Subsection 4 (Tablet Revenue Share, Payment and Reporting)**, Contractor shall, by the fifth (5th) day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for Tablet applications and usage associated with Contractor's Tablet solution at the Facility for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.

4. CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION

- 4.1. For the purpose of aiding in investigations the Contractor must retain ITS, VVS, Tablet, electronic funding and other required technology account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the

expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

- 4.2. The County shall have access to such account information upon request, to the extent permissible by law.

CUSTOMER SERVICE

1. MAINTENANCE

- 1.1. Contractor shall respond to ITS, VVS, Tablet, electronic funding and other required technology repair requests from County by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year basis.
- 1.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician as outlined in **Attachment 1, Section 3 (Customer Service), Subsection 3 (Service Priority Levels)**.
- 1.3. Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- 1.4. County shall be notified of progress and/or delays in progress until the problems are resolved.
- 1.5. Contractor shall notify County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
- 1.6. Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages as specified in this Agreement. Additionally, County may cancel the Agreement with Contractor if Contractor has not cured a service problem within the Cure Period.
- 1.7. Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
- 1.8. All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, electronic funding and other required technology services shall be reported by Contractor to County promptly.
- 1.9. Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the ITS, VVS, Tablet, electronic funding and other required technology.
- 1.10. Contractor shall provide County with ITS, VVS, Tablet, electronic funding and other required technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

2. DEDICATED SITE ADMINISTRATOR

- 2.1. Contractor shall provide County with one (1) dedicated site administrator to complete necessary repairs and preventative maintenance at the Facility a maximum of forty (40) hours per week) at no cost to County. The Dedicated site administrator shall coordinate arrival time at the Facility with staff for preventative maintenance.
- 2.2. Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated site administrator. The dedicated site administrator must pass all background checks and training seminars as required by County.
- 2.3. The duties and responsibilities of the dedicated site administrator will include, but are not limited to:
 - 7.1.1. Repairs or replacement of nonworking or damaged equipment or software including, but not limited to, repairing and replacing telephones, VVS, tablets, handsets, and damaged or missing placards;
 - 7.1.2. Perform a monthly walkthrough of the Facility as detailed in **Attachment 1, Section 3 (Customer Service), Subsection 4 (Preventative Maintenance)**;

- 7.1.3. Install additional inmate telephones, VVS, tablets, and any related equipment, including moving/reinstalling existing equipment, and removing Contractor's old/unused equipment from the Facility;
 - 7.1.4. Coordinate with Contractor to manage upgrades by placing test calls and/or visits to ensure that systems are functioning properly;
 - 7.1.5. Update signage on or around phones as needed; and
 - 7.1.6. Other job duties within the scope of this Agreement as assigned.
- 2.4. If at any time during the term of the Agreement the position for the dedicated onsite administrator becomes vacated or availability is reduced to less than eight (8) hours per week, Contractor shall provide an interim dedicated site administrator within fifteen (15) days, subject to County's background check process, and fill this position on a permanent basis within sixty (60) days. Should Contractor fail to fill the interim or permanent dedicated site administrator within the required timeframe, Contractor may incur liquidated damages as specified in this Agreement.

3. SERVICE PRIORITY LEVELS

- 3.1. Contractor's highest priority maintenance requests shall be for issues affecting 50% or more of the inmate phones. This includes, but is not limited to, all software and user applications which impact County's ability to record and monitor calls, maintain call permission settings and/or failure of intake phones. Contractor is required to provide: an initial response time of one (1) hour; an onsite response time of four (4) hours; a target resolution time of twelve (12) hours; and updates to County (via email or telephone call) not less than every four (4) hours until repair has been completed.
- 3.2. Contractor's second highest priority maintenance requests shall be for issues affecting more than 25% but less than 50% the inmate phones. This includes, but is not limited to, all software and user applications which impact County's ability to record and monitor calls, maintain call permission settings and/or failure of intake phones. Contractor is required to provide: an initial response time of two (2) hours; an onsite response time of four (4) hours; and updates to County (via email or telephone call) not less than every six (6) hours until repair has been completed.
- 3.3. Contractor's third highest priority maintenance requests shall be for issues affecting more than 5% but less than 25% the inmate phones. This includes, but is not limited to, all software and user applications which impact County's ability to record and monitor calls, maintain call permission settings and/or failure of intake phones. Contractor is required to provide: an initial response time of two (2) hours; an onsite response time of four (4) hours; a target resolution time of thirty-six (36) hours; and updates to County (via email or telephone call) not less than every eight (8) hours until repair has been completed.
- 3.4. Contractor's fourth or lowest priority maintenance requests shall be for issues affecting less than 5% the inmate phones. This includes, but is not limited to, all software and user applications which impact County's ability to record and monitor calls, maintain call permission settings and/or failure of intake phones. Contractor is required to provide: an initial response time of four (4) hours; an onsite response time (if required) of twelve (12) hours; and updates to County (via email or telephone call) not less than every twenty-four (24) hours until repair has been completed.
- 3.5. In resolving maintenance requests, without regard to priority, Contractor shall adhere to all requirements in **Attachment 1, Section 3 (Customer Service), Subsection 1 (Maintenance)**.

4. PREVENTATIVE MAINTENANCE

- 4.1. Contractor shall perform a full preventative maintenance inspection every week (at a minimum) at the Facility, or at any time as directed by County, to include, but not be limited to, the ITS, VVS, Tablets, and related equipment and all Contractor installed equipment for the services required. The preventative maintenance inspections shall be performed by a qualified technician and shall be at no cost to County.

- 4.2. Contractor shall document the preventative maintenance process. Within two (2) business days of each preventative maintenance inspection, Contractor shall provide County a log detailing the inspection of all offender communications and ancillary technology services related equipment, all repairs and/or replacements of nonworking or damaged equipment or software, and any other work performed. Contractor shall notify County any time a technician will be dispatched to the Facility for preventative maintenance and prior to the technician's arrival. The repair log shall include, but not be limited to: facility name; date of preventative maintenance inspection; type of service (ITS, VVS, Tablets, etc.); equipment identifier (ID, Name or Location); contractor ticket number; work performed; and resolution date.
- 4.3. Contractor agrees to repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from County. County will not be liable for the cost to repair and/or replace Tablets supplied by Contractor for use by the inmates.
- 4.4. County shall notify Contractor in a timely manner of any damaged, malfunctioning, or defective Tablets. Upon notification, Contractor shall be responsible for collecting the applicable Tablets (through preventative maintenance inspections) and replacement Tablets (if outside of surplus inventory) shall be sent to County via mail within seventy-two (72) hours. County shall not be responsible for any costs associated with replacing the Tablets, including but not limited to, packaging, shipping, insurance.
- 4.5. Any replacement Tablets provided to County shall be delivered, implemented, and configured according to the same parameters and security configurations as other Tablets provided under this Agreement. Any replacement Tablets delivered to County without the proper parameters and security configurations shall be considered a deviation from the Tablet security processes and procedures identified in **Attachment 1, Section 7 (Tablet Requirements)** and Contractor may be liable for liquidated damages as described in the Agreement.

GENERAL INSTALLATION REQUIREMENTS

1. STANDARDS

- 1.1. Inmate telephone services are to be provided and shall comply with all applicable Federal Communication or California Title 15 regulations relating to inmate communication services in correctional facilities.
- 1.2. Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.

2. IMPLEMENTATION

- 2.1. Initial installations for the ITS must be completed within sixty (60) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.2. Initial installations for the Tablets and VVS must be completed within ninety (90) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.3. Initial installations for electronic funding, booking kiosks, and lobby kiosks must be completed within sixty (60) days of the execution of the Agreement between County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.
- 2.4. Contractor shall provide the required portable cell phone detection devices within thirty (30) days of the execution of the Agreement between County and the selected Contractor.
- 2.5. For the initial installation, Contractor will work with County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 2.6. Contractor will work with the incumbent inmate communication services provider to transfer inmate data, such as attorney phone numbers and all numbers flagged as privileged, private or do not record, from the incumbent's ITS to the Contractor's ITS. If as a result, the data is

improperly transferred or configured by the Contractor and an attorney call/visitation session is recorded, Contractor may be liable for liquidated damages as specified in this Agreement.

3. INTEGRATION REQUIREMENTS

- 3.1. All inmate communication services provided by Contractor shall be capable of interfacing with current and future commissary and JMS providers for the provision of the required services. The JMS and commissary contact information is provided in **Attachment 3 (Facility Specifications)**.
- 3.2. It is the Contractor's responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and commissary to ensure Contractor will be able to meet the integration requirements listed below with the initial implementation timelines specified in this Agreement.
- 3.3. Contractor shall establish an interface with County's current and any future JMS to allow inmate PINs to be automatically transferred to the ITS. If so required by the County, Contractor shall have the capability to configure inmates to use the same PIN on all inmate communication services including but not limited to the VVS, Tablets, and other required technologies.
- 3.4. Contractor shall establish an interface with County's current and future commissary and/or JMS provider to allow end users to deposit funds into an inmate's trust account. The interface shall be near/real time as directed by County.
- 3.5. Contractor shall establish an interface with County's current and future commissary and/or JMS provider to allow inmates to transfer funds from their trust account for debit, remote video visitation sessions and Tablet services (inclusive of electronic messaging). The interface shall allow funds to be returned to the inmate's trust account at the time of inmate's release. The interface shall be near/real time as directed by County.
- 3.6. County shall not be responsible for paying any amount associated with the required interfaces with current or future JMS or Commissary system providers.

4. TRANSITION REQUIREMENTS

- 4.1. Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
 - 4.1.1. After expiration, cancellation or termination of the Agreement, Contractor shall provide remote access to all CDRs, call and visitation recordings, video recordings, Tablet records, invoices, electronic funding transactions, education credits, documentation, reports, and data contained in the inmate communication systems. Remote access shall be provided for a minimum of seven (7) years after the expiration, termination or cancellation of the Agreement. In the event Contractor is unable to provide remote access, Contractor shall supply two (2) new workstations which shall become property of County to meet this requirement. The provision of remote access or workstations shall be at no cost to County.
 - 4.1.2. Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share/cost recoupment payments will be due and payable by Contractor to County at the percentage provided in the Agreement until inmate communication services are no longer handled by Contractor.
- 4.2. Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.

5. GENERAL INSTALLATION REQUIREMENTS

- 5.1. Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, Tablets, electronic funding and other required technology which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all system components in good working order and in compliance with the equipment manufacturer's specifications.
- 5.2. Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, Tablets and other required technology detailed in **Attachment 3 (Facility Specifications)**.
- 5.3. Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
- 5.4. Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
- 5.5. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facility is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes the County's property upon termination and/or expiration of the Agreement.
- 5.6. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 5.7. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 5.8. Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
- 5.9. Contractor agrees to obtain the County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facilities.
- 5.10. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
- 5.11. Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
- 5.12. A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS terminals, Wi-Fi hotspots, kiosks). A primary power source will be made available by County for the inmate communication services. The UPS shall provide at minimum one (1) hour of back-up power.
- 5.13. All Contractor supplied equipment shall be able to function properly in the temperature and humidity ranges of the typical correctional environment.
- 5.14. A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS kiosks). A power source will be made available by County for the inmate communication services.
- 5.15. Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility.

- 5.16. Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
- 5.17. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facility.
- 5.18. Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
- 5.19. Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.

6. SECURITY

- 6.1. All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facility.
- 6.2. All Contractor employees will comply with County's policies and procedures.
- 6.3. Entry to the Facility is subject to the approval of Facility Administration.

7. TRAINING

- 7.1. Contractor shall provide onsite training for each inmate communication service and additional required technologies to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
- 7.2. When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.
- 7.3. Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Agreement.

8. UPGRADES AND PERFORMANCE PROCESS

- 8.1. Contractor shall provide the County with written notice, including detailed information, of any new service software upgrades or additional features to be added to either system, within thirty (30) days of the introduction of the new software or features into the industry.
- 8.2. Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within one (1) release of the newest operating system and provided to County at no additional cost.
- 8.3. Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet, electronic funding software, equipment, or performing any changes to either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Contractor as described in this Agreement.
- 8.4. Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following: Circuit/network testing; Configuration / setting preservation testing; ITS: call processing, debit/pre-paid availability, international calling and incoming/outgoing voicemail if applicable; VVS: video visitation session quality and scheduling application; Tablets: access to all transactions, applications and applicable purchase processes; electronic funding:

access to all transactions, reporting, and transaction/interfacing testing; and access to all inmate communication service user applications.

- 8.5. Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
- 8.6. Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facility, especially if the changes will cause an interruption in service.
- 8.7. County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any inmate communication services changes that affect the inmates or end-users/visitors.
- 8.8. Contractor shall work with the Facility to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
- 8.9. At the request of County, Contractor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls, video visitation sessions, Tablet and electronic funding transactions and ensure all inmate communication services are functioning properly.
- 8.10. All said changes shall be made by Contractor at no cost to the County.

ITS REQUIREMENTS

1. ITS SPECIFIC INSTALLATION REQUIREMENTS

- 1.1. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 1.2. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Attachment 3 (Facility Specifications)**.
- 1.3. Contractor shall install all new telephone equipment. The telephones must not contain any exterior removable parts. All telephone sets shall include volume control.
- 1.4. Contractor shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 1.5. At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within sixty (60) days of request. This includes newly constructed or expanded buildings and Facility.
- 1.6. If the installation of the additional telephones (inmate and visitation) is not completed within sixty (60) days, Contractor may incur liquidated damages as described in this Agreement.
- 1.7. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 1.8. County requires the ITS be fully installed and configured over fiber connectivity and shall not require the use of copper.

2. ITS AND USER APPLICATION SPECIFICATIONS

- 2.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the ITS, including local, long distance, international calling and voicemail messages.
- 2.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit, voicemail messages and/or speed dial.
- 2.3. Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.

- 2.4. At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
- 2.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 2.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 2.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
- 2.8. The ITS shall be configured to monitor the switch hook on the inmate telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 2.9. With each call, the ITS must provide an automated message to advise the called party that: That the call is coming from a correctional facility. The call is coming from a specific inmate. The call may be monitored and recorded.
- 2.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
- 2.11. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - 2.11.1. The inmate may record a name each time a call is placed. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
 - 2.11.2. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
 - 2.11.3. No name is recorded. If County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.
- 2.12. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to County and within thirty (30) days of the request.
- 2.13. ITS shall allow inmates to make unlimited free local or in-state long distance telephone calls from the intake/booking inmate telephones at Facility at the initial time of booking only. Once the inmate is moved to a housing unit the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 2.14. Following the dialing sequence, Contractor shall indicate whether the ITS can be configured to either: allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or place the inmate on-hold and not permit the inmate to hear the call progress.
- 2.15. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 2.16. The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Contractor will provide the following search criteria: Inmate Name (First, Last); Inmate Personal Identification Number; Record Identifier; Date Range (Start Date/Time and End Date/Time); Facility; Called Number; Originating Number; Station Name;

- Call Type; Bill Type; Duration; Call Amount; Flagged Calls; Monitored Calls; Recording Type; Completion Type; Termination Type; Validation Result; Phone Group(s); and Custom Search.
- 2.17. At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs: Call Statistics by Date Range; Frequently Called Numbers; Frequently Used Personal Identification Numbers; Commonly Called Number; Call Detail Report; Gross Revenue Report by Date Range; Facility Totals and Statistics; Called Party/Number Accepting Report; Fraud/Velocity Report; Total Calls; Personal Allowable Numbers (PAN) Report; Debit Usage Report; Debit Balance and Funding Report; Bill and Call Type Distribution; Phone Usage; Reverse Look-Up; and User Audit Trail.
 - 2.18. Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
 - 2.19. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
 - 2.20. Contractor's ITS user application shall at a minimum allow: report generation to include the reports listed above; the creation, modification and deactivation of user accounts; the creation, modification and deactivation of inmate accounts; the creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor; assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones; Locating and accessing a specific recording by utilizing a unique recording/call identifier; block/unblock telephone numbers without the assistance of Contractor; configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone; program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
 - 2.21. The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facility.
 - 2.22. Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
 - 2.23. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements: Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Attachment 3 (Facility Specifications)**; Contractor's TDD units must work with the proposed ITS; TDD calls shall be recorded and monitored through the ITS; Contractor shall provide a Video Relay System (VRS) to the Facility at no cost to County; and Contractor shall ensure that call controls in the ITS are preserved for calls placed using the VRS (e.g. branding, blocked telephone numbers).
 - 2.24. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
 - 2.25. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.

- 2.26. Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
- 2.27. Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the informant line is configured through the ITS. At a minimum, Contractor shall: route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line. At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free. Contractor shall have the capability to allow County to maintain the same telephone number currently in place at the Facility and/or utilize any telephone number specified by the County.
- 2.28. In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Contractor to provide two (2) free calls per week. The calls shall be free to the inmate, end-user and County and for a period determined by County. In the event County requests free calls, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.

3. ITS SECURITY FEATURES

- 3.1. The ITS shall prohibit direct-dialed calls inclusive of the following types; access to a live operator for any type of calls; access to "411" information services; access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 3.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 3.3. The ITS shall include security configurations to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator).
- 3.4. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to: at demarcation location; central control; and by select housing units.
- 3.5. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
- 3.6. Contractor's ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing.
- 3.7. The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 3.8. Contractor shall adjust the duration of the call or exclude the pre-recorded announcement from the cost of the call.
- 3.9. Contractor's ITS shall be capable of displaying its Customer Service Number or any number County requests on the called-party's caller ID. Contractor shall follow County's direction of which to display.
- 3.10. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 3.11. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 3.12. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in **Attachment 3 (Facility Specifications)**.

4. PERSONAL IDENTIFICATION NUMBER APPLICATION

- 4.1. The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities: The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN; The capability to automatically transfer inmate PINs to the ITS; The capability to receive, accept and apply alphanumeric characters in an inmate's ID; The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS: JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier which is added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN; JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN; JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or The ITS, without an interface with the JMS, auto-generates the complete PIN; The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor; and The ITS shall be capable of accepting a manually entered PIN.
- 4.2. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor; and the ITS shall be capable of accepting a manually entered PIN.
- 4.3. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
- 4.4. County currently utilizes a variable length PIN comprised of a 5-to-7-digit inmate ID and a unique 4-digit identifier generated by the JMS/ITS. The ITS shall be capable of accepting PINs with 9-to-11 digits. This should be the default configuration with the initial installation.
- 4.5. PINs shall not be required for booking/intake phone(s).
- 4.6. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.

5. MONITORING AND RECORDING REQUIREMENTS

- 5.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
- 5.2. The ITS shall be able to exclude all restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application.
- 5.3. Should a phone call to a restricted or privileged attorney number be recorded, Contractor may be liable for liquidated damages as specified in this Agreement. This applies to all restricted or privileged numbers entered into Contractor's system by bulk upload or transfer from the incumbent's system as well as any attorney number entered by a Contractor-employed administrator.
- 5.4. Should the privileged call recording be caused by an ITS system failure, the Contractor may be liable for liquidated damages as specified in this Agreement.
- 5.5. The ITS shall allow designated users at the Facility to play back a recorded call in progress (e.g. live monitoring) via the ITS user application.
- 5.6. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 5.7. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 5.8. The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, County requires the following ITS fields to be displayed: Call Start Time; Facility; Phone Location Name; Inmate Name; Inmate PIN; Called

Number; Private/Attorney Call; Called City, State; Call Type; Bill Type; Cost; Call Status; Alert; and Duration.

- 5.9. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement. A copy of all CDRs shall be stored by the Contractor for a minimum period of seven (7) years following the expiration or termination of the Agreement.
- 5.10. All call recordings shall be stored online for the life of the Agreement. A copy of all recordings shall be stored by the Contractor for a period of seven (7) years following the expiration or termination of the Agreement and any renewal terms.
- 5.11. Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Agreement and any renewal terms.
- 5.12. Contractor shall provide remote access to the ITS at no cost to County. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
- 5.13. For the term of the Agreement, County shall have access to all CDRs and recordings from all workstations and remote access computers, based on the user's access level.
- 5.14. The ITS shall provide alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination. Alerts shall be sent to one or more specific investigators using one or more of the following technologies: office phones; cellular telephones; text messages; and/or electronic messaging (email).
- 5.15. Contractor's ITS shall allow alerts to be set that require investigators to enter a PIN in order to listen to a conversation.
- 5.16. The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 5.17. Contractor's ITS shall include anti-tampering technology to prevent any change, deletion, modification, or distortion of a recording.
- 5.18. Contractor's anti-tampering technology shall be recognized by local, state, and federal authorities as acceptable as evidence in court.
- 5.19. The ITS shall be capable of allowing authorized users to email links to a designated investigator/user which shall enable the recipient click the link and enter a PIN to login to the ITS to listen to a recording.
- 5.20. The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 5.21. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 5.22. The copying/burning application shall be internal to the ITS.

6. VOICE BIOMETRICS AND ANALYTICS

- 6.1. Contractor shall provide its initial and real-time continuous voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Agreement.
- 6.2. Contractor's voice biometric feature shall allow for both supervised or covert enrollment of the inmates voice print. Contractor shall follow County's directions on enrollment.
- 6.3. Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting and be accessible via the ITS user application.
- 6.4. County shall have access to all voice analytics via the ITS user application.
- 6.5. Contractor's voice biometric feature shall enable authorized users to create a new voice print for a specific inmate without assistance from Contractor.

7. VOICEMAIL MESSAGING

- 7.1. Contractor shall implement inbound automated voicemail messaging up to sixty (60) seconds per message through the ITS to allow inmates to receive voicemails from friends and family.

- 7.2. Contractor shall implement outbound voicemail messaging up to sixty (60) seconds per message through the ITS to allow inmates to leave voicemail for friends and family.
- 7.3. Funding for inbound and outbound voicemail shall be through a pre-paid account setup by the end-user.
- 7.4. County shall have access to the ITS user application.
- 7.5. In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates, or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes: grievances; medical/dental requests; file telephone complaints; or other requests options as determined by County (i.e. haircuts).
- 7.6. Fees and revenue share for inbound and outbound voicemail messaging are specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 7.7. The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in Attachment 1, Section 5 (ITS Requirements). Voicemail messaging shall preserve the call controls configured in the ITS.

VVS REQUIREMENTS

1. VIDEO VISITATION SERVICE

- 1.1. The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.
- 1.2. The VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including inmate to general public, inmate to court, and inmate to attorney video visitation sessions.
- 1.3. County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.
- 1.4. County requires the VVS to provide two (2) free remote video visits per inmate, per week. After the inmate completes the two (2) free remote visits each week, additional remote visits that week shall be charged at the rates indicated in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 1.5. Contractor shall adhere to The Board of State and Community Corrections (BSCC), Title 15, and Title 24 of the California Code of Regulations regarding video visitation services.
- 1.6. Contractor shall provide internet test capability to remote video visitors.
- 1.7. The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
- 1.8. The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
- 1.9. Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
- 1.10. The VVS must provide a countdown clock timer on the inmate's video visitation station as well as the visitor's screen for both onsite and remote visits.

2. VVS SPECIFIC INSTALLATION REQUIREMENTS

- 2.1. Inmate VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. Inmate VVS stations shall include the cord length requirements as those for inmate telephone sets as described in **Attachment 3 (Facility Specifications)**. The VVS stations shall not include any removable parts, and include

volume control. Contractor shall install all new VVS equipment and VVS stations shall include picture-in-picture viewing.

- 2.2. VVS stations shall be capable of providing additional features, such as: commissary ordering; grievances; inmate requests (medical, dental, haircut); electronic messaging (incoming/outgoing); and facility documents (handbook, PREA policy, other).
- 2.3. Visitor VVS stations shall also be suitable for a correctional environment. County will determine the installation locations for the visitor VVS stations. Contractor shall install the number of visitor VVS stations and with the handset cord-length described in **Attachment 3 (Facility Specifications)**.
- 2.4. Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- 2.5. The VVS must provide high-quality audio and video while meeting the industry quality standards.
- 2.6. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
- 2.7. Contractor shall place placards containing video visitation use instructions in English, Spanish, and Braille on or near each station. Placards shall be replaced each time a VVS station is replaced.
- 2.8. Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
- 2.9. At no cost to County, Contractor shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities. Should Contractor fail to provide and install the additional visitation units within thirty (30) days the Contractor may be liable for liquidated damages as described in this Agreement.
- 2.10. In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Contractor to provide two (2) free VVS transactions per week. The transactions shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free transactions, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.

3. VVS REGISTRATION AND SCHEDULING

- 3.1. The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel onsite or remote video visitation sessions using an internet browser and internet connection.
- 3.2. The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.
- 3.3. The VVS shall have the capability to allow smart phone/tablet scheduling through a mobile application.
- 3.4. The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
- 3.5. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
- 3.6. At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process: First Name; Last Name; Email; Telephone Number / Cell Phone; Username; and Password.
- 3.7. At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process: First Name; Middle Name; Last Name; Credit Card; Email; Physical

Address (Street Address, City, State, Zip); Telephone Number; Identification Type; ID Number; Username; and Password.

- 3.8. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate is released.
- 3.9. The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
- 3.10. The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate video visitation stations (i.e. inmate name, time of visit).
- 3.11. The VVS shall be capable of accommodating different sets of rules for onsite video visitation and remote video visitation sessions.
- 3.12. The VVS shall allow authorized users at the Facility to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.
- 3.13. Contractor's VVS shall allow authorized Facility users to create reports from the VVS for: scheduled visits, both remote and onsite, by the day or otherwise specified period; and completed visits, both remote and onsite, by the day or other specified period.

4. VVS REGISTRATION SECURITY FEATURES

- 4.1. VVS shall be capable of capturing the visitor's photo or identification without manual input from the visitor.
- 4.2. The VVS shall be capable of verifying the visitor's identity.
- 4.3. VVS shall be capable of creating automated/custom restrictions for the inmate and/or visitor including restricting a specific inmate or visitor from conducting a video visitation session at the same time as another specific inmate or visitor.
- 4.4. Contractor's VVS shall include specific requirements for a visitor to be registered to receive confidential/privileged video videos, including but not limited to: Professional documentation, including BAR number and BAR card; and required approval by authorized County staff even if County is using passive approval.

5. VVS USER APPLICATION

- 5.1. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria: inmate ID number; inmate name; visitor name; date and time of visit; inmate video visitation station; and daily, weekly and monthly visit statistics.
- 5.2. The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations: restrict a visitor from visiting certain inmate(s); restrict an inmate from visiting ALL visitors; restrict a visitor from visiting ALL inmates; and restrict an inmate from having remote video visits (onsite video visits only).
- 5.3. The VVS user application shall have the capability to support the following functions: set user ID; set/reset password; capture the user's first, middle and last name; manually terminate video visitation sessions; report status of all video visitation sessions (online or idle); stop or restart any running visit; allow County to enter comments or add notes to a visit; allow for station reassignment during any running visit; allow for visitation time extension during any running visit; customize the number of visits per the monitoring screen and the page rotation duration; designate a visitor as being an attorney (or other professional) type of visitor; manually schedule video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s); allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded; allow authorized users to download, share and/or view recordings; and include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

6. VVS MONITORING AND RECORDING REQUIREMENTS

- 6.1. The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- 6.2. The VVS shall automatically start each video visitation session at the designated start time.
- 6.3. The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.
- 6.4. The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.
- 6.5. The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
- 6.6. The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
- 6.7. The County requires the retention of video visitation sessions online for ninety (90) days.
- 6.8. The VVS shall store all video visitation sessions offline for the life of the Agreement plus seven (7) years after the expiration or termination of the contract.

TABLET REQUIREMENTS

1. TABLET SPECIFICATIONS

- 1.1. Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and networks only.
- 1.2. Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points.
- 1.3. Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available for the Facility as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County: transactions by inmate; application usage by inmate; totals by inmate; totals by Tablet; daily, weekly and monthly statistics.
- 1.4. Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
- 1.5. Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
- 1.6. Contractor's Tablets shall allow speakers to be disabled at County's discretion to allow the use of earbuds for sound transmission.
- 1.7. Tablets shall be provided to the County pre-loaded with the County approved applications offering a variety of games, music and entertainment, as well as free applications / services and educational programs.
- 1.8. Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include: clock; calendar; dictionary; calculator; PDF documents approved by County; PDF viewer; educational content; religious content; inmate grievances/requests; law library access or online licensing; commissary purchases; debit purchases; trust/commissary/debit account look-up; inmate handbook; inmate notices/bulletins; and court date/release information.
- 1.9. Contractor shall ensure that its Tablets provide ADA accommodation including, at a minimum, large font and louder audio capabilities.

- 1.10. Contractor shall provide enhancements, such as audio books and training provided in audio format, to allow vision impaired inmates to use Tablets.
- 1.11. Contractor shall provide enhancements, such as closed captioning, to allow hearing impaired inmates to use Tablets.
- 1.12. The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.

2. TABLET SPECIFIC INSTALLATION REQUIREMENTS

- 2.1. Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
- 2.2. Tablets shall not utilize external speakers. Contractor shall ensure earbuds inclusive of a microphone are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
- 2.3. Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
- 2.4. Contractor shall provide informational flyers/posters in both English and Spanish outlining all Tablet services/offering, and the cost of those services to post at the Facility at no cost to County.
- 2.5. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
- 2.6. Contractor shall provide County with the number of mobile charging stations as outlined in **Attachment 3 (Facility Specifications)**.
- 2.7. In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by County, County may require Contractor to provide two (2) of free Tablet transactions per week. The transactions shall be free to the inmate, end-user and County and shall be for a period determined by County. In the event County requests free transactions, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by County.

3. TABLET SECURITY

- 3.1. Tablets shall be configured to ensure correctional-grade security, including but not limited to preventing inmates from accessing the operating system and prohibiting inmates from modifying permissions on the Tablets.
- 3.2. Tablets and/or applicable Tablet server(s) shall be pre-configured with antivirus software/programs to detect, neutralize and eradicate malicious software/programs.
- 3.3. Updates to the Tablets for virus protection, application updates/upgrades, or patches shall be pushed to the Contractor's Tablets wirelessly. Contractor shall not require syncing to other hardware equipment to push Tablet updates.
- 3.4. County shall have the capability to suspend inmate access to the Tablets and/or any other communications and ancillary technology services provided by Contractor, as a whole or selectively based on the service provided and per County's policies and procedures regarding appropriate use.
- 3.5. Contractor shall be solely responsible for the security of Tablets provided to the inmates at County's Facility. Contractor shall closely monitor the Tablet systems and inventory of Tablets at the Facility and is responsible for preventing and managing incidents, breaches, incursions, or system disruptions.
- 3.6. County shall be informed within twenty-four (24) hours of identification of any and all security incidents that affect Contractor's Tablet services.
- 3.7. Should a Tablet security incident occur, Contractor shall identify, mitigate, perform a root-cause analysis, and fully test any/all software patches designed to prevent a recurrence. Contractor must exhibit to County a best effort approach to the address the Tablet security incident during

the first forty-eight (48) hours following identification of an issue. Contractor shall be responsible for providing County with a written action plan, detailing the steps taken to address and remedy the Tablet security incident. Any and all costs associated with Contractor's course of action shall be solely Contractor's responsibility.

- 3.8. For any severe Tablet security incident which extends beyond five (5) days from initial identification without resolution, Contractor shall provide County detailed resolution plans in writing clearly identifying the steps Contractor will take to efficiently resolve the Tablet security incident. Contractor's documented plan shall be submitted no more than fourteen (14) days following initial identification, shall be subject to review and approval by County prior to implementation and shall include, but not be limited to, the following: full description of the security measures implemented by Contractor and how it protects Contractor's Tablets from similar breach attempts in the future; Explanation of Contractor's proposed process for identifying and correcting compromised and/or non-compromised Tablets; Specification of Contractor-provided resources to include exact quantities of personnel assisting and how Contractor proposes to allocate these resources, if required; Identification of a detailed timeline associated with the proposed plan for resolution; Description of Contractor's proposed process for extracting compromised Tablets from the Facility, if required, without County's involvement other than providing escorts; and Description of on-going maintenance support to ensure Tablet availability and accessibility for inmates, including continuous reporting to verify Tablet operational statistics and to identify non-performing equipment.
- 3.9. Within ten (10) days following the mitigation of any identified Tablet security incident, Contractor shall provide County a full report containing all aspects of the security issue, which shall include, but is not limited to, the following: Complete description of the issue; explanation of how the issue was discovered; quantity and name of Facility and inmates impacted; quantity of Tablets involved; inmates (including Inmate Names and ID numbers) and/or users involved; explanation of how the issue was mitigated in the immediate term; description of how the issue will be prevented going forward; if a software patch/upgrade is created to prevent recurrence, description of the patch and the testing protocol to ensure the patch operates successfully; and any next steps required.
- 3.10. Contractor shall provide County access to the security keys utilized on the Tablets to allow County to extract all data off of the Tablets for investigative purposes as may be required and without the Contractor's assistance. Contractor shall be responsible for initial and ongoing training of authorized County personnel regarding use of the security keys.
- 3.11. Contractor shall adhere to the Tablet security processes and procedures identified herein. Any deviation from this process may result in liquidated damages incurred by Contractor as described in the Agreement.

4. ELECTRONIC MESSAGING VIA TABLETS

- 4.1. Electronic messaging shall be an approved application on Tablets and/or VVS stations and shall provide inmates and end-users the capability to send and receive electronic mail and/or text messages at the rates specified in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 4.2. Electronic messaging shall be incoming and/or outgoing as determined by County.
- 4.3. Contractor shall ensure that its electronic messaging using Tablets does not allow for inmates to communicate with other inmates.
- 4.4. Contractor's electronic messaging application shall not allow inmates to keep and/or store draft messages.
- 4.5. The electronic messaging application shall have security features in place to ensure that inmates can only send electronic messages to end-users who have already been approved by County.
- 4.6. Contractor's application shall allow for electronic messages to be sent from authorized County staff to the inmates whether a single inmate, a group of inmates or to all inmates as designated by County.

- 4.7. All electronic messages between inmates and Facility staff shall be at no cost to the inmate or County.
- 4.8. Should an end-user attempt to send an electronic message to an inmate, but the end-user has not been approved to interact with the inmate or if the end-user has lost the privilege to interact with the inmate, the message shall be rejected with a message to the end-user saying that due to lack of permissions, the message is rejected.
- 4.9. Contractor's electronic messaging shall have the capability to globally block end-users by domain (ex: .gov, .org, .edu).
- 4.10. Authorized County users shall be able to review and approve/reject any outgoing or incoming electronic message in accordance with County's censorship's rules and regulations before the electronic message is made available to the end-user or inmate. Contractor shall ensure no messages can be viewed by the inmates prior to approval by authorized County Facility staff.
- 4.11. Should County reject an electronic message, Contractor's electronic messaging application shall transmit a notification message to the end-user indicating that the message has not been approved for delivery as well as the reason for which the message was not approved.
- 4.12. Contractor's electronic messaging application shall allow authorized County users to select the reason for censoring the electronic message. Censoring reasons shall be specified by County.
- 4.13. Contractor's electronic message application shall have the capability to flag certain keywords for investigative review. County shall have the capability to specify keywords, phrases and colloquialisms to be added to the security scanning feature, which shall be searchable. Contractor's application shall include a default dictionary which shall have the capability to allow County to add or expand the content.
- 4.14. County reserves the right to allow or reject end-users/inmates ability to include attachments to an electronic message such as short videos, e-cards, or photos.
- 4.15. County reserves the right to specify the allowed number of characters to be transmitted in any incoming and outgoing electronic message; this shall be configurable based on County's request.
- 4.16. Contractor's electronic messaging application shall store all electronic messages, in a searchable format, for the life of the Agreement plus seven (7) years after expiration or termination of the Agreement.
- 4.17. County requires Contractor store electronic messages and any attached content online for the duration of the Agreement and for seven (7) years thereafter.

OTHER REQUIRED TECHNOLOGY

1. ELECTRONIC TRUST FUNDING

- 1.1. Contractor shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website, mobile application, lock box and Kiosks.
- 1.2. Contractor agrees that all deposited funds during a twenty-four (24) hour period will be initiated via ACH to County's banking institution within one (1) banking day of Contractor's receipt of said funds and at no cost to County.
- 1.3. Contractor shall assume responsibility for all funds deposited by the general public. County shall not be held responsible for any charge-backs or fraud.
- 1.4. Contractor shall configure its electronic deposit application in accordance with County's deposit/banking rules and regulations.
- 1.5. The transaction fees for electronic funding, charged to the general public, are outlined in **Attachment 4 (Rates/Fees/Revenue Share)**.
- 1.6. Contractor shall work with County to identify and resolve all misidentified and/or misappropriated funds.

- 1.7. Contractor shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this RFP and subsequent Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
- 1.8. At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
- 1.9. Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
- 1.10. Contractor's system shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
- 1.11. Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of seven (7) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
- 1.12. Contractor's system shall have capability to allow County to query all transactions and data stored.
- 1.13. Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
- 1.14. Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County: Deposits by inmate; Deposits by sender; Daily, weekly, and monthly statistics; Totals by inmate; Totals by kiosk; Totals by facility; and Totals by transaction type.
- 1.15. Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.
- 1.16. Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
- 1.17. These services shall be provided to County at no cost.

2. BOOKING KIOSKS

- 2.1. County requires Contractor to provide the number of booking/intake kiosks ("Booking Kiosks") identified in **Attachment 3 (Facility Specifications)** to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.
- 2.2. County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Booking Kiosks.
- 2.3. Inmates may deposit funds via cash, debit or credit cards, and debit release cards with a MasterCard/Visa logo. Booking Kiosks shall accept both bills and coins for cash deposits.
- 2.4. Upon each completed transaction, the Booking Kiosk(s) shall provide option to print or email receipts for the inmate/user. The Booking Kiosk shall be capable of providing (2) two copies of a receipt for every completed transactions - one to be provided to the inmate and one for County.
- 2.5. Contractor agrees to provide cash collection services for the Booking Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Contractor personnel) to disarm prior to entering the Facility.
- 2.6. Contractor shall be capable of providing authorized users with access to transaction history as well as the option to print additional receipts.
- 2.7. During the life of the Agreement, Contractor shall ensure no fees/charges are implemented for deposits made by inmates through the Booking Kiosk(s). County shall notify Contractor of any

unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in this Agreement.

3. LOBBY KIOSKS

- 3.1. County requires Contractor to provide the number of lobby payment kiosks ("Lobby Kiosks") identified in **Attachment 3 (Facility Specifications)** in the lobby of the Facility as designated by County. Lobby Kiosks are for use by visitors to the Facility. The Lobby Kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
- 3.2. County will not be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the Lobby Kiosks.
- 3.3. County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the Lobby Kiosks.
- 3.4. End-users shall be able to make deposits via cash and credit or debit cards.
- 3.5. County requires Contractor to provide Lobby Kiosks with touch-screen technology.
- 3.6. Upon each completed transaction, the Lobby Kiosk(s) shall print receipts and take a picture of the depositor. The Lobby Kiosk(s) shall be capable of providing a receipt (print or email) for every completed transaction.
- 3.7. Contractor fees/charges associated with the Lobby Kiosks are detailed in **Attachment 4 (Rates, Fees and Revenue Share)**.
- 3.8. Contractor agrees to provide cash collection services for the Lobby Kiosks at no cost to County and at a frequency approved by County. It is expressly understood that County reserves the right to require any armed personnel (e.g. armored car personnel or Contractor personnel) to disarm prior to entering the Facility.
- 3.9. Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday) for the Lobby Kiosks.
- 3.10. Before any changes to the fees/charges associated with deposits through the Lobby Kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in this Agreement.

4. DEBIT RELEASE

- 4.1. As part of the initial installation, Contractor shall provide County a debit release card program for use by the inmate at no cost to the County wherein unused balances of inmate trust accounts are transferred to PIN-based debit release cards in full upon the release of the inmates from the Facility. The County shall not be responsible for any charges associated with debit release cards. Contractor charges or fees associated with the debit release cards are specified in **Attachment 4 (Rates, Fees, and Revenue Share)**.
- 4.2. The debit release card service shall consist of hardware and software to enable the County to transfer inmate funds via a MasterCard® debit card at the time of release, provided at no cost to the County.
- 4.3. Contractor shall provide a station for debit release cards to be loaded as specified in **Attachment 3 (Facility Specifications)**: cards shall be accepted at any location that accepts MasterCard®; and Cardholders shall have access to account information via the internet and a toll-free telephone number.
- 4.4. Contractor will be solely responsible for any contractual obligations associated with a third-party provider of debit release cards. The County shall not be party to such agreements, nor shall the County be liable for any actions that arise as a result of such an agreement.

- 4.5. Debit release cards shall be loaded utilizing a web-based interface operated by the County, which enables the transfer of funds from an inmate's trust account to the card at the time of release.
- 4.6. Contractor shall provide County staff with all training necessary to operate the debit release card technology.
- 4.7. All fees associated with the debit release cards are outlined in Attachment 4 (Rates, Fees and Revenue Share).
- 4.8. County shall have access to the debit release card application and reports, including, but not limited to: daily, monthly, and weekly reports; date range reports; location reports; and card load details.
- 4.9. All reports shall be available for export in Microsoft Excel 2016 (or greater) format.

5. AUTOMATED INFORMATION SYSTEM (AIS)

- 5.1. Contractor shall provide its automated information system (AIS) at no cost to County. The information available to the general public shall include basic jail information (location, visitation hours, mailing policies, directions, etc.) and inmate-specific information (inmate lookup, release dates, upcoming court dates, bond inquiries, etc.). The information available to inmates shall include, but not be limited to, commissary balances, charges, court dates inclusive of time and locations and bond amounts and types, visitation eligibility and times, projected release date, etc. County shall not be responsible for the costs of any interface.
- 5.2. Contractor shall provide the general public and inmate AIS in both English and Spanish options.
- 5.3. The AIS shall be capable of transferring general public callers back to County staff based on workflow criteria specified by County.
- 5.4. The AIS shall be available 7-days a week, 24-hours with a ninety-nine percent (99%) uptime with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor. Contractor shall agree to resolve all reported AIS service issues within forty-eight (48) hours after receipt.
- 5.5. County reserves the right to add or remove AIS at any time during the term of Agreement or any renewal terms at no cost to County and without penalty.

6. VOICE-TO-TEXT TRANSCRIPTION

- 6.1. Contractor shall provide its Argus transcription tool to automatically transcribe all calls and VVS sessions into text.
- 6.2. The service shall be capable of selecting words within a transcription to search for keywords used in other calls/VVS sessions.
- 6.3. The service shall be capable of converting multiple languages and to provide transcription text in English and Spanish.
- 6.4. The service shall be provided at no cost to County, including the costs of all associated interfaces.

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency’s Administrative Policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at (559) 852- 2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and Procedure No. 23. Please also note that the County’s Personnel Rules govern employment related complaints of disability discrimination. Please refer to sections 10200 to 10250 of the Personnel Rules regarding the County’s grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and a description of the problem(s). If you are viewing these instructions online at the County’s website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Kevin McAlister/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

(Continued)

Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator or his designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing, and where appropriate in a format accessible to the complainant. The response will explain the County's position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not resolve the issue to the satisfaction of the complainant, the complainant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the County Administrator.

After receiving the appeal, the County Administrator or his/her designee will review the appeal and the ADA Coordinator's findings. Within a reasonable period after a review, the County Administrator or his/her designee will respond with a final resolution to the complaint in writing and, where appropriate, in a format that is accessible to the complainant.

All written complaints received by ADA Coordinator or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County for at least three years.

ATTACHMENT 2

**Kings County Grievance Procedure
Under ADA or California State
Disability Civil Rights Laws**

(Continued)

Instructions: Please fill out this form completely. Sign and return as instructed on page two (2).

Person filling out this form: _____

Address:

City, State and Zip Code: _____

Telephone: _____

Email: _____

Preferred method of contact: _____ Telephone _____ Email

If filled out on behalf of person other than person listed above provide the following:

Name:

Address:

City, State, and Zip Code: _____

Telephone: _____

Circumstances related to the facts of complaint:

Date: _____

Location: _____

Details of complaint: _____

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts regarding the complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

Signature of person completing form:

Date: _____

ATTACHMENT 2

Kings County Grievance Procedure Under ADA or California State Disability Civil Rights Laws

(Continued)

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

**Kevin McAlister/ ADA Coordinator
County Government Center
1400 West Lacey Blvd
Hanford CA 93230**

**TEL (559) 852-2690
or California Relay 711**

FAX (559) 584-0865

Attachment 3

Facility Specifications

ATTACHMENT 3 - FACILITY SPECIFICATIONS			
SUBSECTION 1 - FACILITY INFORMATION & EQUIPMENT REQUIREMENTS			
Data Category	Kings County Jail		
Average Daily Population (ADP):	423	INTENTIONALLY LEFT BLANK	
Number of Beds:	637		
Inmate Type:	County		
Call Time Limit:	20 minutes		
Hours of Availability for Inmate Telephones:	06:00 - 23:30		
Hours of Availability for Booking Telephones:	24 Hours		
Hours of Availability for Video Visitation:	Saturday – Wednesday; times TBD		
Inmate Telephones Required:	60		
Required Telephone Cord Length (Inmate Telephones):	18"		
Portable Phones Required:	3		
VRS Units Required:	2		
Captel Units Required:	1		
Inmate Video Visitation Stations Required:	54		
Required Cord Length (Inmate Video Visitation Stations):	18"		
General Public Video Visitation Stations:	8		
Required Cord Length (General Public Video Visitation Stations):	18"		
Required Tablets:	2:1 Ratio		
Required Charging Stations:	TBD		
Required Kiosks (Lobby):	1		
Required Kiosks (Booking):	1		
Required Kiosks (Registration)	1		
SUBSECTION 2 - INTERFACE CONTACT INFORMATION			
Service Provider Type	Company & Contact Name	Contact Telephone Number	Email
JMS	Spillman - Tally Gochis	435-840-0198	Tally.Gochis@motorolasolutions.com
Commissary	Canteen of Fresno - Scott Browning	559-485-8800	ScottB@canteenfresno.com

Attachment 4

Rates / Fees / Revenue Share

ATTACHMENT 4 - RATES, FEES AND REVENUE SHARE			
SUBSECTION 1 - ITS RATES, FEES AND REVENUE SHARE			
Category	Per Minute Rate		Avg Cost/Call: 15 Minutes
Local			
Collect/Direct Bill	\$	0.05	\$ 0.75
Pre-Paid Collect	\$	0.05	\$ 0.75
Pre-Paid Card/Debit	\$	0.05	\$ 0.75
Intralata/Intrastate			
Direct Bill	\$	0.05	\$ 0.75
Pre-Paid Collect	\$	0.05	\$ 0.75
Debit	\$	0.05	\$ 0.75
Interlata/Intrastate			
Direct Bill	\$	0.05	\$ 0.75
Pre-Paid Collect	\$	0.05	\$ 0.75
Debit	\$	0.05	\$ 0.75
Interlata/Interstate and Domestic International			
Direct Bill	\$	0.05	\$ 0.75
Pre-Paid Collect	\$	0.05	\$ 0.75
Debit	\$	0.05	\$ 0.75
International			
Direct Bill	N/A		N/A
Pre-Paid Collect	N/A		N/A
Debit	\$	0.16	\$ 2.40
Voice Mail			
Inbound	\$	0.25	1 Minute Limit
Outbound	\$	0.25	1 Minute Limit
Fee Type	Amount		Frequency
Collect Billing Fee	\$0.00		N/A
Pre-Paid Collect Funding Fee			
IVR/Automated	\$0.00		N/A
Live Representative	\$1.80		Per Transaction
Third Party Western Union	\$0.00		N/A
Third Party Money Gram	\$0.00		N/A
Category	Amount		Frequency
Revenue Share (%) ITS	10%		Monthly
Revenue Share (%) Voicemail	50%		Monthly
Supplemental Payment	\$25,000.00		Annual
Monthly Cost Recoupment Amount	N/A		Monthly

SUBSECTION 2 - VVS RATES, FEES AND REVENUE SHARE

Category	Per Minute Rate/Flat Rate	Avg Cost/Visit 30 Minutes
Remote Video Visitation Session	\$ 0.25	\$ 7.50
Excess Onsite Visits:	\$0.00	\$0.00
All Other Fees:	N/A	N/A
Category	Amount	
Revenue Share (%)	50%	

SUBSECTION 3 - TABLET APPLICATION FEES AND REVENUE SHARE

Category	Fee Unit	Fee Amount
Electronic Messages	Per Message	\$ 0.50
Electronic Messages with Photo Attachments	Per Message	\$ 1.00
Video Messages	Per Message	\$ 1.00
Educational	Per Minute Rate	N/A
Entertainment Media - Games	Per Minute Rate	\$ 0.01
Entertainment Media - Movies	Per Minute Rate	\$ 0.01
Entertainment Media - Music	Per Minute Rate	\$ 0.01
Entertainment Media - Streaming	Per Minute Rate	\$ 0.01
Category	Amount	
Revenue Share (%) Electronic Messages	0%	
Revenue Share (%) Electronic Messages with Attachments	0%	
Revenue Share (%) Usage	0%	

SUBSECTION 4 - ELECTRONIC FUNDING RATES, FEES AND REVENUE SHARE

Category	Fee Unit	Fee Amount
Telephone (Live Operator)	Per Transaction	\$4.00 + 3.5%
Payment Kiosk (Cash)	Per Transaction	\$3.00
Payment Kiosk (Credit)	Per Transaction	\$3.00 + 3.5%
Online/Mobile Application	Per Transaction	\$3.00 + 3.5%
Lock Box	Per Transaction	\$0.00
Category	Unit	Amount
Revenue Share (%) Electronic Funding	Per Transaction	\$0.25

SUBSECTION 5 - ADDITIONAL TECHNOLOGY RATES, FEES AND REVENUE SHARE

Category	Fee Unit	Fee Amount
Automated Information Technology Services	No Charge Allowed	No Charge Allowed
Continuous Voice Biometrics	No Charge Allowed	No Charge Allowed
Inmate Education		
Edovo Core Platform	Included	No Charge Allowed
Khan Academy	Included	No Charge Allowed
Lexis Nexis Law Library	Included	No Charge Allowed
Debit Release Cards		
Account Activation Fee	One Time	\$0.00
Account Maintenance Fee	Monthly or Weekly	\$3.95
ATM Transaction Fee - In Network	Per Transaction	\$2.95
ATM Transaction Fee- Out-of-Network	Per Transaction	\$2.95
Length of Grace Period with no Fees	Days	30
Cash out/Account Closure Fee	One Time	\$0.00
Transfer to Checking Account	One Time	\$0.00
PIN or Signature Transactions	Per Transaction	\$0.00
Booking Kiosks	Per Transaction	No Charge Allowed
Voice-to-Text Technology		
Argus Investigative Suite	Included at No Cost	\$0.00