

# EXHIBIT A

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## SCOPE OF SERVICES AND BILLING PROVISIONS

### A. SCOPE OF SERVICES

- A.1. Overview:** The County of Monterey (“County”) solicited proposals from qualified organizations to provide turnkey Telephone Services, Tablet Program, and Video Visitation System (“Services”) for Incarcerated Persons (“IP”).

Contract is effective for five (5) years from go live date, with two (2) one (1) year renewal options.

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the Services.

- A.2. Contractor Responsibilities:** Contractor shall provide the Services to the County, the services and staff and otherwise do all things necessary for or incidental to the performance of work that include the following:

A.2.1. *Terms, conditions, provisions, and activities associated with the Scope of Work listed and described in the following:*

- A.2.1.1. Request for Proposal (RFP) #10881 issued by the County dated May 23, 2023, Addendum 1 & 2 issued by the County on June 30<sup>th</sup> & July 14<sup>th</sup> 2023.
- A.2.1.2. CONTRACTOR’s proposal and response to RFP #10881 date July 31, 2023.

**A.3. Other Contractor Responsibilities:**

- A.3.1. *Site Administrator/Technician (SAT).* Per section 5.1.5.4. of RFP #10881 and CONTRACTOR’s response page 101, upon Sheriff approval, a full-time (40 hours per week) dedicated onsite SAT will work four and a half (4 ½ ) days a week at the Sheriff’s Office, all day Monday and Tuesday, 1/2-day Wednesday (afternoon), all day Thursday and Friday. SAT shall submit a request for any absence (i.e.. Vacation, medical appointment, training, etc.) at least forty-eight (48) hours prior to Commander or Chief of Jail for approval. SAT shall provide a plan for coverage in their absence. Absence must be approved prior to absence, unless absence is due to an emergency.
- A.3.2. *Tablets.* CONTRACTOR shall supply a 1 to 1 ratio of tablets for Incarcerated Persons (IP), which would currently be 950 tablets, and 13 Commander tablets. Keep a supply of at least 10% (95) IP tablets and two (2) Commander tablets on site. CONTRACTOR shall replace all damaged tablets within three (3) weeks.

Based on the 1:1 deployment model, each tablet will be assigned to a specific IP. If an assigned tablet stops working, the inmate to whom it is assigned can return it to facility staff for shipping back to Contractor for maintenance. Contractor will

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provide return shipping and delivery of malfunctioning and replacement SmartTablets™ at no charge to County.

Upon receipt of non-functioning tablets, Contractor will evaluate to determine the cause. Tablets will either be replaced under warranty, or, if vandalism is determined to be the cause, the IP to whom it was assigned will be responsible for repayment in accordance with the procedures set forth herein.

Contractor's tablets are ruggedized for use in a correctional setting; however, if an IP is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. IPs responsible for causing intentionally damaged tablets will be invoiced for the replacement cost by Contractor, and such invoice can be paid through a public user or payment transfer from the IP's trust account. Once the balance has been paid, a new tablet will be issued and assigned.

Any IP without an assigned tablet due to an unpaid balance owed for vandalism will have access to either select community tablets (if applicable) or SmartKiosks™, for which only essential services will be made available.

A.3.3. *Education Programs.* CONTRACTOR shall work with County Program Manger to implement additional education programs on Tablets. County will incur any and all costs associated with the implementation of the Program Managers education program. Once implemented, the educational programs will be at no cost to County.

A.3.4. *Implementation.* CONTRACTOR shall work with Sheriff on 45-day implementation plan per CONTRACTOR response (section 8.2.3.2), and comply with Exhibit B.

A.3.5. *Intake/Booking Kiosks.* CONTRACTOR shall provide two (2) Intake/Booking Kiosks and one (1) lobby Kiosk.

A.3.6. *SmartWatch™.*

A.3.6.1. *Biometric Process to Monitor the Health of IPs.* Once beta testing is completed, CONTRACTOR shall implement a pilot for the SmartWatch™, with the feature, Health and Wellness Monitoring and Alerts.

A.3.6.2. *Other Features.* CONTRACTOR shall implement the SmartWatch™ pilot as a proof-of-concept for the additional features listed below initially:

A.3.6.2.1. Communication and control

A.3.6.2.2. Live location tracking and monitoring

A.3.6.2.3. Investigative intelligence, Voice Biometrics Keyword tracking and covert monitoring

A.3.6.2.4. Facility alerts, announcements, digital forms

A.3.6.3. *Completion of Pilot and Facility-wide Deployment.* Upon successful completion of pilot, and upon the execution of a mutually agreeable

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addendum, CONTRACTOR shall deploy the SmartWatch™ facility-wide.

- A.3.7. *Postal Mail Elimination.* CONTRACTOR shall implement the patented MailGuard® and MailGuardLegal® System Services.
- A.3.8. *Debit Release Card.* At the County's option, the CONTRACTOR shall implement the ReleasePay™ IP Debit Release Cards program at a mutually agreed-upon date.
- A.3.9. *Investigative Tools.* CONTRACTOR shall implement Investigative Tools that include but not limited to SmartInmate™, SmartLink™, "Best Known Name Address," and Call Transcription with translation and keyword search capability.
- A.3.9.1. Call Transcription tool shall maintain a high level of accuracy, with a minimum of 75% accuracy at all times.
- A.3.10. *Cold Storage Retrievals.* CONTRACTOR shall have no hidden costs for cold storage retrievals of call detail records and recordings that would include the Leave Behind Solution, call recordings, redundant Storage Area Networks (SANs), and other related storage formats, media, and devices.
- A.3.11. *Plug-Ins.* The system's browser shall have no plug-ins.
- A.3.12. *Legacy and Other Data.* CONTRTACTOR shall import and download legacy data that includes known attorney numbers, known Friends and Family numbers, blocked/restricted numbers, Personal Allowed Numbers (PANs), JMS data feed, and other Incarcerated Person Data Feeds identified and pre-determined by the County. Detailed tasks, timelines/due dates, and deliverables will be included in the Project Contral Document (PCD) in the Pre-Implementation Phase.
- A.3.13. *Other Services.* CONTRACTOR shall implement other services in Table 1, Section B of this document. CONTRACTOR shall not implement any other services not included in the RFP and Contractor Proposal, without a signed amendment.

### **B. RATES, COSTS, AND REVENUE SHARE**

Rates shall not exceed those identified by California Public Utilities Commission and/or Federal Communications Commission. The rates, revenue share, and schedule for services and applications are shown in Table 1:

Provider shall pay Customer a minimum annual guarantee (MAG) of one hundred twenty-five thousand dollars (\$125,000). To the extent the MAG is not met through the cumulative payment of monthly commissions (commission is a portion of the fee that is charged for the service, ie. telephone cost per minute) over a twelve-month period for a given year, Provider shall pay Customer an additional amount so that the total commissions for that year meet the MAG, which payment shall be made within thirty days following the end of that twelve-month period.

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## TABLE 1

Service or Application	Non-Recurring / Installation Cost	Cost Per Unit (Minute, Message, Voicemail, etc.)	Minimum Annual Guarantee (MAG)	Revenue Share to Sheriff's Office (per minute or %)
<b>INCARCERATED PERSON TELEPHONE SYSTEM AND ASSOCIATED SERVICES</b>				
1. Telephone System (hardware and software), two Administrative Workstations, Implementation and Project Management	FREE	N/A	N/A	N/A
2. Calls - Interstate, Intrastate, International (Cost to IPs/IPs' family and friends)	N/A	\$0.05	N/A	\$0.01
3. Minimum Annual Guarantee (MAG)	N/A	N/A	\$125,000	N/A
4. MailGuard® and MailGuardLegal® System services	FREE	FREE	N/A	N/A
5. Telephone Services and Optional Features:				
<i>Administration and Control</i> <ul style="list-style-type: none"> <li>- Call scheduling and control feature set provides automated and manual, granular control over all aspects of telephone availability and access privileges</li> <li>- Multiple call analysis tools providing standard and customizable reports</li> <li>- Global and personal allowable number lists</li> <li>- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level</li> </ul>	FREE	FREE	N/A	N/A
<i>Security</i> <ul style="list-style-type: none"> <li>- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools</li> <li>- 3-way calling and hook-switch dialing detection and prevention</li> <li>- Positive DTMF call acceptance</li> <li>- 24/7/365 remote network monitoring ensures 99.99% uptime</li> </ul>	FREE	FREE	N/A	N/A
<i>Recording Storage and Retrieval (No Hidden Costs)</i> <ul style="list-style-type: none"> <li>- CDRs, call recordings and systems data stored on encrypted and redundant storage area networks (SAN) at three separate geographic locations</li> <li>- All CDR and call recording data securely stored and accessible to staff for one year or longer after agreement expiration</li> <li>- Download a single file or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format</li> </ul>	FREE	FREE	N/A	N/A

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<p><i>Call Monitoring and Investigative Tools</i> - Unlimited and undetectable live call monitoring - Hot number/call watch list offering text, phone or email alert notifications - Call transcription with translation and keyword search capability - Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be shared securely with external law enforcement agencies - "Best Known Name and Address" feature queries internal client databases to help locate the address associated with telephone numbers - SmartLink™ tools allow investigators to check for any links between IPs and public individuals or other IPs using multi-path and multi-relation analysis</p>	FREE	FREE	N/A	N/A
<p><i>Optional Value-Added Features</i></p> <ul style="list-style-type: none"> <li>- Compatibility/deployment of on-site, visitation telephone hardware</li> <li>- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling</li> <li>- Indigent calling feature to configure free call quantity limits to predesignated numbers, including designated call durations and calling windows</li> <li>- Custom speed dial to agency-defined numbers and/or designated voicemail boxes for IPs to contact PREA, crime tips, public defenders and more</li> <li>- Seamless Video Relay Service (VRS) and Video Remote Interpreting (VRI) interfacing</li> </ul>	FREE	FREE	N/A	N/A
6. Patented MailGuard® and MailGuardLegal® System services	FREE	FREE	N/A	N/A
7. Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)	FREE	FREE	N/A	N/A
8. All hardware with installation and software upgrades	FREE	FREE	N/A	N/A
9. Full-time, On-site Certified Technician (OCT)/ Site Administrator/Technician (SAT)	FREE	FREE	N/A	N/A
10. 24/7/365 live, U.S.-based customer and technical support	FREE	FREE	N/A	N/A
11. Debit Release Card System	FREE	FREE	N/A	N/A
12. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™)				
13. Intake and Lobby Deposit Kiosks (No Cost to County). The booking kiosks will be interfaced with the inmate Trust Fund accounting system. Rates to IPs' family and friends, if applicable, were not provided.	FREE	N/A	N/A	N/A

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14. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
15. SmartEvo™ ITS Inbound Voicemail eXchange (VMX™) - Cost per Voicemail	FREE	\$1.00	N/A	100%
16. SmartWatch™	FREE	FREE	N/A	N/A
<b>TABLETS AND TABLET PROGRAM</b>				
1. SmartTablet™ devices (1:1 distribution ratio) with Wireless Charging Stations and SmartKiosk™ devices, and earbuds; Implementation and Project Management	FREE	FREE	N/A	N/A
2. Tablet Messages/Apps:				
- Internal Facility/Staff Text Messages	N/A	FREE	N/A	N/A
- Attorney Messages with Legal Document delivery and eSignature functionality	N/A	FREE	N/A	N/A
- SMS text message (up to 100 characters) per message (Cost to IPs/IPs' family and friends)	N/A	\$0.10	N/A	20%
- Text message (up to 30,000 characters) per message (Cost to IPs/IPs' family and friends)	N/A	\$0.50	N/A	20%
- Photo Attachment per Photo (inbound only) (Cost to IPs/IPs' family and friends)	N/A	\$1.00	N/A	20%
4. Unlimited Attorney Messaging with Legal Document delivery and eSignature functionality	FREE	FREE	N/A	N/A
5. SmartEd™ and SmartReentry™ tablet-based IP educational resources and rehabilitative programs	FREE	FREE	N/A	N/A
6. SmartLaw™ Digital Law Library	FREE	FREE	N/A	N/A
7. SmartEntertainment™ Service Tablet Streaming (Cost to IPs/IPs' family and friends)				
- Standard Content Streaming	N/A	FREE	N/A	N/A
- Premium Content Streaming	N/A	\$0.03	N/A	50%
8. SmartRequest™ Digital Request/Grievance/Medical Form System services	FREE	FREE	N/A	N/A
9. SmartInmate™ Electronic Messaging System with two free messages every week for each incarcerated person	FREE	FREE	N/A	N/A
10. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A
<b>VIDEO VISITATION SERVICE</b>				
1. Video System (hardware, software), Implementation and Project Management	FREE	FREE	N/A	N/A
1. Remote VVS service for attorneys and public defenders	FREE	FREE	N/A	N/A
2. Local video sessions (onsite)	N/A	FREE	N/A	N/A
3. Remote video sessions (scheduled and video-on-demand)	N/A	\$0.10	N/A	50%
4. Training (Initial and Ongoing) for staff	FREE	FREE	N/A	N/A

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### C. CONTRACTOR'S BILLING PROCEDURES

- C.1. Invoices shall be emailed to: [MCSOSheriff.fiscal@co.monterey.ca.us](mailto:MCSOSheriff.fiscal@co.monterey.ca.us).
- C.2. For any service rendered in June of any year, CONTRACTOR must present invoice to County by July 15<sup>th</sup>, to facilitate County's year end close process.
- C.3. County may, in its sole discretion and in accordance with the terms of this Agreement, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- C.4. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- C.5. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- C.6. Disallowed Costs: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.