



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13370

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a three year Professional Services Agreement with TelMate, Inc., based on County's Request for Proposals (RFP) No. 10537-Providing Inmate/Ward Telephone Services for the Monterey County Sheriff's Office and Probation Department; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute up to two (2) additional one-year extensions where the extensions do not significantly change the scope of services.

PASSED AND ADOPTED on this 6th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on December 6, 2016.

Dated: December 8, 2016
File ID: 16-1327

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Denise Hancock*
Deputy

RFP #10537 Inmate Telephone System for County of Monterey

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR
TELMATE, LLC. FOR PROVISION OF INMATE/WARD PHONE SERVICES
FOR MONTEREY COUNTY SHERIFF'S OFFICE AND PROBATION
DEPARTMENT, REQUEST FOR PROPOSALS #10537**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and TELMATE, LLC, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10537) for Inmate/Ward Telephone services for the Monterey County Sheriff Office and the Monterey County Probation Department in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10537 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10537. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT

RFP #10537, dated October 29th, 2015, including all attachments and exhibits

CONTRACTOR'S Proposal dated December 22, 2015

Section 1: Requirements

Section 2: Proposed Scope of Work or Qualifications

Telmate, LLC RFP #10537

Term: five (5) years from date of signing

Section 3: Project Experience/References
Section 4: Statement of Service to County
Section 5: Environmentally friendly practices
Section 6: Attachment A: Rates and Commissions Schedule
Section 7: Service Level Agreements Exhibits I, II, III

CONTRACTOR's February 22, 2016 Best and Final Offer ("BAFO")

Certificates of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendixes, RFP #10537 including all attachments, addendum and Exhibits, Certificates of Insurance and Additional Insured endorsements,
- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 Contractor Minimum Work Performance Percentage

Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total Agreement price before computing the amount of work required to be performed by Contractor with its organization.

2.2 This is a turn-key project.

No partial proposals or selective offerings shall be accepted. The services shall be for an Inmate/Ward/resident calling solution to include installation, equipment and maintenance, provision of local, long distance, international calling, free calling, collect, pre-paid, and debit telephone services and recording of visitation sessions at the facilities.

2.3 Inmate/Ward Telephone Services

- 2.3.1 Inmate/Ward detainees are generally allowed to make phone calls without restriction. These phone calls are Collect, Prepaid, or Debit calls. Inmate/Ward Telephone Services and all Inmate/Ward telephones are currently provided by an outside vendor. Contractor shall be required to provide the same amount of, or more telephones that meet the description provided in this Statement of Work. Contractor shall be required to plan, finance, and implement the integration and testing of all required equipment and software relative to the new Inmate/Ward Telephone System and related services without impacting the normal daily operation of the existing Inmate/Ward Telephone System.
- 2.3.2 Contractor shall be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the County's Project Manager or Designee.
- 2.3.3 The current vendor will continue to operate and maintain their current telephone system and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new Inmate/Ward Telephone System at each detention facility.

- 2.3.4 The Inmate/Ward Telephone System is contained within a custodial environment; therefore, certain security requirements are enforced. Minimally, Contractor's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and shall be required to submit lists of equipment and tools to be brought into the facilities. Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

2.4 General Requirements

- 2.4.1 Contractor shall be responsible for the billing and collection of all completed Inmate/Ward Collect, Prepaid, and Debit calls in accordance with FCC and CPUC recorded and approved tariff rates.
- 2.4.2 Contractor shall provide capability for Collect, Prepaid, and Debit calls.
- 2.4.3 Contractor shall provide the County the ability to establish maximum Collect call charge limits to a telephone number, and the flexibility to change the Collect call thresholds. The initial Collect call thresholds will be set at Seventy-Five Dollars (\$75.00) per telephone number per month, unless mutually agreed upon by the parties. Once the threshold is reached, only prepaid or debit calls will be authorized. Collect call thresholds cannot be changed by Contractor, without approval of the County. The County shall have the option of changing the Collect call threshold as it deems fit, with a month's notice to Contractor.
- 2.4.4 Contractor shall have the capability to provide Personal Identification Numbers or Personal Authorization Numbers (PINS).
- 2.4.5 Contractor shall have the capability to allow an Authorized Call list or Personal Allowed Number (PAN) list. The Inmate/Ward will have a maximum of 20 pre-approved telephone numbers.
- 2.4.6 The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- 2.4.7 Contractor shall provide one (1) System Administrative Console or Workstations for the County Sheriff's Office and two (2) System Administrative Consoles or Workstations for the Probation Department at no charge.

- 2.4.7.1 Each Workstation shall include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, HP brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.
- 2.4.7.2 The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Inmate/Ward calls. Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The Workstations constitute a component of the ITS.
- 2.4.7.3 At the request of the County, Contractor shall replace any or all Workstation-related components at the end of the third year of the Agreement or thereafter, should equipment be determined as outdated and/or inefficient.
- 2.4.8 Contractor shall be responsible for paying for and installing any additional physical plant requirements for the ITS (power, security, data, cabling, physical space, HVAC, etc). Any cabling, wiring, or conduit installed becomes the property of the County.
- 2.4.9 Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Jail Management System, Commissary) required to implement the Inmate/Ward Telephone System and associated services (i.e. PINs, Debit, Interactive Voice Response, etc.). Contractor shall bear all costs of required interface(s).
- 2.4.10 Contractor shall be responsible for any and all costs incurred in conjunction with the implementation of the Inmate/Ward Telephone System, Services, and Features.
- 2.4.11 Contractor shall detail its Back-Up or Redundancy Plan, as well as its Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the RFP preceding and/or following a natural or human-induced disaster.

2.4.12 At no cost to County, Contractor shall install additional telephones (inmate/resident and visitation) and monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded facilities.

2.4.13 At no cost to County, Contractor shall move or remove inmate/resident telephones designated by the facilities.

2.5 System Requirements

2.5.1 Contractor's system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access. Contractor shall be responsible for any interface costs with Commissary or Jail Management Systems, and any other costs incurred in conjunction with implementing the system and its features.

2.5.2 Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for Inmate/Ward use for the purpose of placing phone calls through this system. The Inmate/Ward Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, and Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). Contractor's automated operator Inmate/Ward Telephone System shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

2.5.3 Contractor's system shall have Direct Bill capability.

2.5.4 The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by County staff.

2.5.5 The system should have the capability of reverse lookup of phone numbers called to provide call detail.

2.5.6 The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a

system problem is discovered.

- 2.5.7 The system shall be capable of automatically transcribing flagged calls using “key word search.”
- 2.5.8 The system shall have the capability to provide interactive voice response.
- 2.5.9 The system shall be a true web-based system. The system shall support and interface with web services, integrating Web-based applications using open standards.
- 2.5.10 The system’s Graphic User Interface (GUI) shall be in web format, compatible with Microsoft Internet Explorer 6.0 or higher for end users. The GUI must be true-web based with nothing being installed on the local computer. Contractor shall be willing and able to make system changes (including GUI) to better support the needs of the County. The proposed system shall operate independently from the County (WAN) and/or Local Area Network (LAN).
- 2.5.11 The desired Inmate/Ward Telephone System phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made to criminal defense attorneys, including the Monterey County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Inmate/Ward Telephone System.
- 2.5.12 Conversely, calls shall be blocked to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by Contractor into the Inmate/Ward Telephone System. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Inmate/Ward Telephone System.
- 2.5.13 The Inmate/Ward Telephone System shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.
- 2.5.14 The system shall be capable of blocking three-way calling, conference calling, and call forwarding. The system shall have the capability of permitting the called party to block all future calls from the County. Calls cannot be blocked due to a lack of LEC or CLEC billing agreements with Contractor. Calls may be blocked

to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.

2.5.15 Unauthorized call attempts shall be flagged, archived, and alert reports shall be generated. The system shall provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary. The system shall be capable of retrieving and generating Inmate/Ward unauthorized call activity logs for specified periods.

2.5.16 The system must have the capability to record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call must be stored for retrieval for a period of five (5) years or for the life of the contract, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review.

2.5.17 The system shall be capable of generating a variety of management reports and call detail reports. The system shall be able to identify calls by time, location, specific telephone instrument, Inmate/Ward PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

2.5.18 Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the County. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

2.5.19 The Inmate/Ward Telephone System shall be able to determine if mutual agreements exist that will allow for the collection of Collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or Inmate/Ward shall be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.

2.5.20 The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmate/Wards shall be required to hang up before dialing a new number.

- 2.5.21 Automated call instruction/announcements shall be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.
- 2.5.22 System will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the County facility and is subject to recording and/or monitoring, provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation shall be blocked until the called party accepts the call.
- 2.5.23 The system shall utilize positive call acceptance and active consent for all touch tone calls, and shall allow passive acceptance for rotary dial calls.
- 2.5.24 The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.
- 2.5.25 Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
- 2.5.26 Pursuant to California Penal Code 851.5, Inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Inmates to make local calls to landline and cell phones at no cost. Contractor shall provide these calls at no cost to the Monterey County Sheriff's Department and will tell the County what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Inmates, and must also allow the County to specify speed dial.
- 2.5.27 Pursuant to California Welfare and Institutions Code Section 627(b), Wards are entitled to at least two (2) free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow Wards to make local calls to landline and cell phones at no cost. The Contractor will be required to provide these calls at no cost to the Monterey County Probation Department and will tell the County what constitutes a local call. The system must allow free calls to the California Relay Service (CRS) to assist hearing-impaired Wards, and must also allow the County to specify speed dials.
- 2.5.28 Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer starts when positive acceptance of the call is made.

2.5.29 The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated areas.

2.5.30 The system shall allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Inmate/Ward Telephone System.

2.5.30.1 Contractor shall provide the maximum number of simultaneous authorized operator access to the system.

2.6 Inmate/Ward Telephones

2.6.1 All Inmate/Ward telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

2.6.2 Telephone instruments shall have touch-tone keypads.

2.6.3 Inmate/Ward telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user.

2.6.4 Telephone devices will be configured with a braided steel receiver cord twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 30 days of contract award. Cordless phones shall have an on/off hook switch.

2.6.5 All telephone instruments must be water resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

- 2.6.6 Contractor's automated operator Inmate/Ward Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments shall be provided based on the needs of each facility, as determined by the County. Required locations of the TDD instruments will be provided by the County to the Contractor.
- 2.6.7 Amplified handsets shall be required in all areas. Those telephones shall be fitted with a volume control device, which allows the Inmate/Ward to increase or decrease the volume of the headset earpiece.
- 2.6.8 The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the Inmate/Ward's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.
- 2.6.9 Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
- 2.6.10 Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and must be approved by County before installation. Converted coin phones will not be accepted.

2.7 Call Monitoring/Recording System

- 2.7.1 The system shall have a call monitoring and recording system that records every call made by the system and stores recorded calls for a minimum of five (5) years or as required by current Monterey County statutes, or State and Federal regulations.
- 2.7.2 The system shall have the capability to disconnect a call that is being monitored,

and a secure monitoring platform for remote call monitoring.

- 2.7.3 Calls to certain predetermined telephone numbers shall not be recorded. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as “do not record”.
- 2.7.4 The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- 2.7.5 The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.
- 2.7.6 The system should include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
- 2.7.7 The system must provide for the monitoring of live Inmate/Ward calls without any detectable deterioration of call quality or call interruptions.
- 2.7.8 The system must have the ability to “fade out” a portion of the monitored conversation to distinguish between the speaking parties.
- 2.7.9 The system must be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.

2.8 Maintenance and Repairs

- 2.8.1 The equipment installed at the County shall remain the sole and exclusive property of the Contractor. County will not be responsible for any damage to equipment.
- 2.8.2 The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all Inmate/Ward telephones and related service equipment in good working order, and in compliance with the equipment manufacturer’s specifications throughout the term of the contract.

- 2.8.3 The Contractor is responsible for all maintenance and repairs to Inmate/Ward telephones and the Inmate/Ward Telephone System. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be established by the Contractor for reporting all Inmate/Ward telephone problems. This toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting Inmate/Ward telephone problems twenty-four (24) hours per day, every day of the year.
- 2.8.4 Contractor shall provide one (1) dedicated, full-time Site Administrator (SA). Contractor will have the option of: directly hiring the SA as a full-time employee of Contractor; or subcontracting with an approved, California-based 3rd party support services staffing company.
- 2.8.5 Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified County facilities, readily available for repairs and maintenance of the system. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 2.8.6 Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on ITS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventive Maintenance.
- 2.8.7 Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or Contractor's equipment. When Contractor determines the agency responsible for failure, then the Contractor shall contact the agency responsible for failure and jointly resolve the failure at no cost to the County. If the failure is determined to be the fault of Contractor's equipment, hardware, software or wiring, Contractor shall correct the problem at no cost to the County.
- 2.8.8 Contractor shall notify the County at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any Inmate/Ward phone or service that lasts in excess of fifteen (15) minutes.

- 2.8.9 Contractor shall adhere to and comply with the Inmate/Ward Telephone Services - Service Level Agreement in Exhibit I.

2.9 Other Service Offerings

- 2.9.1 Contractor shall offer Investigative Tools. Contractor shall provide description of Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling. Contractor shall indicate if these tools are part of standard service offering, or if "Optional," shall indicate cost or financial impact to commissions, if any.
- 2.9.2 Contractor shall describe system's capabilities in detail for other investigative tools available for call trace, call history detail, call monitoring without Inmate/Ward or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities. Contractor shall indicate if other tools are part of standard service offering, or if "Optional," shall indicate cost or financial impact to commissions, if any.
- 2.9.3 Contractor shall provide brief description of other service offerings (i.e., Voice Biometrics, Email, etc.), and indicate if service is "Optional". Indicate cost or financial impact to commissions, if any.

2.10 Training/Ongoing Operations

- 2.10.1 Contractor shall provide training on the Inmate/Ward telephone workstation features and usage for all workstations at the County facilities. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the County.
- 2.10.2 Contractor shall offer annual training on Inmate/Ward Telephone Services and any associated service offering.
- 2.10.3 Contractor shall provide training on Inmate/Ward Telephone Service upgrades or any component thereof.
- 2.10.4 Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.
- 2.10.5 Contractor will actively engage in and participate in an annual review of the

Contract.

2.11 Management Reporting

2.11.1 Project Status Reports: Contractor shall prepare and submit Project Status Reports during the System Integration Period to the County. Contractor shall submit such reports to the County weekly. Such reports shall, at a minimum, state:

2.11.1.1 Period covered by the report;

2.11.1.2 Project Control Document which includes but not limited to:

2.11.1.2.1 Project Implementation Checklist;

2.11.1.2.2 Project progress and plans;

2.11.1.1.3 Issues tracking, including deficiencies;

2.11.2.2.4 Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;

2.11.1.3 Updates to the Project Control Document;

2.11.1.4 Project risks identified through the quality assurance process; and

2.11.1.5 Any other information that the County may reasonably require.

2.11.2 Automated Monthly Management Reports: A124 Contractor shall be required to submit automated Monthly Management Reports for the County, pertaining to the operation and maintenance of the ITS. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports. The automated monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:

2.11.2.1 Complete Call Detail Reports

2.11.2.2 List of Telephones: This report shall include, but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available to all Workstations.

- 2.11.2.3 Total Calls Completed and Billed Report: Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.
- 2.11.2.4 Total Calls Not Completed Report: Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- 2.11.2.5 Commissions Report: This report shall contain the annual or monthly historical contemporary MAG payment and Commissions information.
- 2.11.2.6 Summary of Any Unauthorized Inmate/Ward Call Activity Detected Report: Report shall be in summary format by facility, and shall contain any information available to support the subsequent investigation of such activities.
- 2.11.2.7 Summary of System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County.
- 2.11.2.8 Telephone Inspection and Maintenance Log: This report shall be submitted to the County on a quarterly basis or as required by the County.
- 2.11.2.9 Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County.
- 2.11.3 Year-End Summary Management Reports: Contractor shall submit Year-End Summary Management Reports to the County, pertaining to the operation of the Contractor's ITS. Access to portals or to the system housing these reports is not in lieu of actual receipt of the reports.
 - 2.11.3.1 Annual Operations Report shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

- 2.11.3.2 Annual Contract Review Report generated for the annual contract review meeting. (See Section 1.2.12 – Annual Contract Review)
- 2.11.4 Contractor shall submit one (1) soft copy of each of the automated Monthly Management Reports and Year-End Summary Reports on CD-Rs to the County Project Manager.
- 2.11.5 Contractor's written reports shall utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate/Ward billing and commissions earned reports.
- 2.11.6 Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.
- 2.11.7 Contractor's Year-End Summary Reports are due on the day of, or no later than 5:00 pm the next business day following the Contract Annual Review meeting and presentation.

2.12 Audit

The County's duly authorized representatives shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to County hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. The County's representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

2.13 Annual Contract Review

Within thirty (30) calendar days following the end of each Agreement year, Contractor's Project Manager shall meet with the County (if applicable), and present the following:

- 2.13.1 Inmate/Ward call activity for the Agreement year
- 2.13.2 Compliance with the terms and conditions of the contract
- 2.13.3 Recap of any key areas of successes and/or concerns

2.13.4 Intended strategies for the upcoming contract year

2.14 Leave-Behind Solution

Contractor shall provide a leave-behind solution at the end of the contract term. All CDRs, call and visitation recordings, documentation, reports, data, etc. are the property of the County and shall be provided to the County by Contractor on a secure storage medium and in a usable, user-friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. Contractor shall accept County Office's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at County's option, leave behind solution must be located in a County-designated location(s).

2.15 Telephone Rates, Fees, and Payments to County

2.15.1 All rates and fees shall be fair and reasonable, and consistent with applicable laws. Separate warrants shall be issued monthly to the Sheriff's office and the Probation Department as detailed in Attachment A of this Contract.

2.15.2 Fees and Surcharges: Contractor shall disclose all fees and surcharges that are charged to prepaid Inmate/Ward accounts, debit, and Collect call acceptors.

2.15.3 County prefers that Contractor utilize a simple or single fee structure, minimizing fees and surcharges other than mandatory Federal and State fees or pass-through fees (i.e. credit card charges billed by credit card companies or Local Exchange Carrier-imposed fees)..

2.15.4 Taxes State applicable Federal, State, and Local taxes (not commissionable)

2.15.5 Contractor Payments Due to County

2.15.5.1 Contractor shall pay the County Sheriff's Office and Probation Department consistent with Attachment A of this Contract.

2.15.5.2 Payments made in accordance with Attachment A shall be due and payable within thirty days following the end of each month upon which the payment is calculated.

2.15.6 Deleted and replaced with Fee Schedule on Attachment A

2.15.7 Project Implementation

2.15.7.1 Project Control Document (PCD)

Upon effective date of Agreement, Contractor shall create and deliver to the County, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- 2.15.7.1.1 Introduction
- 2.15.7.1.2 Executive Summary
- 2.15.7.1.3 Project Mission & Objectives
- 2.15.7.1.4 Project Scope
- 2.15.7.1.5 Work Breakdown Structure
- 2.15.7.1.6 Master Project Schedule
- 2.15.7.1.7 Change Control Plan
- 2.15.7.1.8 Project Team
- 2.15.7.1.9 Risk Assessment & Management

2.15.7.2 Integration of New Inmate/Ward Telephone System

Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new ITS, while minimizing the impacts to current Inmate/Ward telephone system operations. Should Contractor elect to utilize existing Telephone Instruments, Contractor shall at its own risk, cost, and expense enter into an agreement with the current vendor to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Inmate/Ward Telephone System and services Agreement.

2.15.7.3 The new automated operator ITS and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. System integration and acceptance test criteria is as follows: all Inmate/Ward telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned County Project Manager. All telephone installation plans and schedules will be reviewed and

approved by the County Project Manager, in order to minimize impacts to normal operations.

2.15.7.4 Project Approach

Contractor shall present an overview, which shall be a narrative description, of the Contractor's proposed plan for providing Inmate/Ward Telephone Services to the County. The Contractor will provide in full detail, its understanding and response to the Scope of Work.

2.15.7.5 Implementation Plan and Schedule

Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Inmate/Ward phone system, and Contractor is required to provide a fully functional system tested and accepted by the County. At the County Sheriff's Office and Probation Department's discretion, any failure or deficiency within the Contractor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor may incur a penalty until fully functional. Implementation Plan and Schedule will include the following.

2.15.7.5.1 Summary of management/work plan for this Project

2.15.7.5.2 Project Schedule with Project Milestone Dates

2.15.7.6 Project Implementation Team

2.15.7.6.1 Contractor shall provide the name, years of service, qualifications, address and telephone number(s) for the Contractor's Project Implementation Manager, which will be the County's main point of contact during the ITS installation; and Contractor's Account Manager, which will be the County's main point of contact during the subsequent Contract(s).

2.15.7.6.2 Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:

2.15.7.6.2.1.1 Organizational framework for the proposed Project Team

2.15.7.6.2.1.2 Company name and key staff name for each role identified in the chart.

2.16 Tablet Program

The County Sheriff's office desires a Tablet Program to support officer's administrative efforts, Inmate programs, other applications, and Inmate communications services.

- 2.16.1 Contractor shall provide a Tablet program that includes tablets and charging stations, and a Wi-Fi system.
- 2.16.2 Contractor shall describe the revenue share with the County Sheriff's Office.
- 2.16.3 Contractor shall state any impact to commissions, or all non-recurring and recurring costs associated with the Tablet program, associated equipment and/or software, and maintenance. Contractor shall include all cost components in Attachment B (Tablet Program, Commissions, and Payment Schedule) and shall include purchase or lease options.
- 2.16.4 Contractor shall provide a detailed description of the tablet device, the functions, and the security features.
- 2.16.5 Contractor shall provide standard, basic content offer, and describe what is included.
- 2.16.6 Tablet shall have the capability to render County Sheriff's Office-generated web content including but not limited to websites and streaming media.
- 2.16.7 Tablet shall be capable of rendering content on closed networks or secure zones, completely isolated from the internet.
- 2.16.8 The Tablet shall have, at a minimum, the following security features:
 - 2.16.8.1 The device may store limited data across user sessions.
 - 2.16.8.2 The device shall be configured for unique user login for certain users
 - 2.16.8.3 The device shall return to a secure baseline configuration upon logout, restart, or reboot.
 - 2.16.8.4 The device shall be capable of displaying the most common file formats for documents, audio, and video implement the IVVS, including any integration and/or interfaces, and testing of all required equipment and software relative to the new IVVS, without impacting the normal daily operation of other County system.

2.16.8.5 The device is capable of tiered-role privileges that distinguish between users and administrators and their authorized functions.

2.16.8.6 Access to boot partitions and the root file system are prohibited.

2.16.8.7 The device provides no access to macros, scripting or application programming interfaces.

2.16.8.8 [Reserved]

2.17 Inmate/Ward Video Visitation System

2.17.1 The County seeks a turnkey hardware and software solution to support a hosted, IP-based Inmate/Ward Video Visitation System for the Sheriff's Office and Probation Department. Inmate/Ward Video Visitation shall be used for both attorney confidential and public visits from on-site and off-site locations for the County Sheriff's Office, and from off-site locations for Probation. The County currently averages over 2,000 face-to-face family visits a month, which does not include District Attorney/Attorney, Bail, and Clergy visits.

2.17.2 The County has a targeted ratio of one (1) IVVS unit for every 20 Inmate/Ward bed-space capacity, allowing for differences based on facility layout and configuration. The County seeks supported recommendations from Contractor. Contractor shall provide recommendations on the most effective and efficient IVVS unit to Inmate/Wards ratio, the rationale for their recommendations, the subsequent benefits and limitations, and the supporting statistics and documentation. Contractor shall determine their recommended number of IVVS units to be installed from the mandatory site visits. Probation will require a minimum of two (2) Ward IVVS terminals for remote video visitation visits.

2.17.3 The system shall allow the public to visit Inmate/Wards from their home, as well as from pre-determined visitation centers in designated County facilities, while being monitored and recorded by County staff. Attorneys and other approved individuals who require private access to Inmate/Wards will be able to do so through Remote Inmate/Ward Video Visitation without being monitored or recorded. There will be onsite Inmate/Ward Video Visitation terminals as well, for private video sessions with attorneys and other approved individuals. All recordings shall remain the property of the County. All facets of this project will be mutually agreed upon by Contractor and the County.

- 2.17.4 The County Sheriff's Office has TracNet for their Jail Management System and Aramark for their Commissary. The Contractor will be responsible for any interface development and associated costs with 3rd party vendors (Jail Management System or Commissary vendors) and/or County systems. The Contractor will be required to plan and implement the IVVS, including any integration and/or interfaces, and testing of all required equipment and software relative to the new IVVS, without impacting the normal daily operation of other County systems.
- 2.17.5 Contractor shall state all costs, if any, associated with the new installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components in Attachment C – Inmate/Ward Video Visitation System Cost Schedule and Commissions. The IVVS instruments, software, hardware, and enclosures shall be subject to approval by the County. The Contractor shall be responsible for any costs for cabling and wiring, network access, project implementation, interface development and installation, and for any other cost incurred in conjunction with implementation of the system and its associated services and features.
- 2.17.6 Contractor shall comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.
- 2.17.7 General Inmate/Ward Video Visitation System Requirements
- 2.17.7.1 Contractor shall provide a fully functioning, comprehensive and operational hosted, IP-based IVVS using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities.
- 2.17.7.2 The IVVS shall be capable of processing on-site and remote visits at all facilities, allowing visitors to video conference with Inmate/Wards/prisoners whether visitor is located at a designated Facility property and/or at a remote location.
- 2.17.7.3 The IVVS shall be a complete solution for the County incorporating all major aspects of visitation (e.g. reporting, recording, scheduling, software and hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors. All available modules shall be included and itemized in the pricing provided.
- 2.17.7.4 The IVVS shall allow for visitation recording.

- 2.17.7.4.1 The IVVS shall be able to charge the visitor for remote and inter-facility video visits and provide a revenue share with the County.
- 2.17.7.4.2 The IVVS shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP/Ethernet. Systems that utilize analog audio/video matrix switching devices are not acceptable.
- 2.17.7.4.3 At no expense to the County, staff shall be trained by Contractor in the use of the System to facilitate all on site and remote browser-based visitations and to administer the System.
- 2.17.7.5 Cabling and wiring, network access, interface, installation, and implementation of the IVVS system and associated services and features will be the responsibility and cost of the Contractor. Contractor shall be responsible for providing and implementing a separate network connection (T1.5, T45, etc. access) to operate the IVVS. Contractor will be responsible for any additional network switches, CAT5 or CAT6 wiring, and any and all bandwidth required for video visitations.
- 2.17.7.6 Cabling, wiring, and other infrastructure will become the property of the County at the end of the contract term.
- 2.17.7.7 The IVVS will consist of Inmate/Ward terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
- 2.17.7.8 Remote visitors will be able to conduct remote visits without having to install or download any software.
- 2.17.7.9 Provide technical support in both English and Spanish during visitation hours for facility and visitors at no cost to facility.
- 2.17.7.10 Software upgrades and system improvements will be provided and implemented at no additional cost to the County.
- 2.17.7.11 The IVVS shall be able to support several web-based applications including, but not limited to, video visitation, Inmate/Ward information, sick request, emergency visit, commissary ordering and Inmate/Ward electronic email.

2.17.7.12 The IVVS shall utilize: high quality video, H.264 video standard, 64 Kbps – 2 Mbps video transmission speeds, and a wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels).

2.17.7.13 The IVVS shall be designed for: up to 30 frames per second of high quality video at 384+ Kbps, up to 15 frames per second of high quality video at 64 – 320 Kbps, and constant or variable bit rate and frame rate.

2.17.7.14 The IVVS shall provide encryption for all visits.

2.17.7.15 In-Process Visits shall have a visible countdown timer.

2.17.7.16 In-Process Visits shall have a recording notification legibly posted in both English and Spanish.

2.18 Inmate/Ward Video Visitation Stations, Network, Hardware and Servers

2.18.1 All video visitation station components shall be field-replaceable by facility staff or by the IVVS contractor. All video visitation station components shall be non-proprietary and, at minimum, meet the following requirements:

2.18.1.1 Correction or detention-grade wall mountable, hardened steel enclosures

2.18.1.2 Shatter-proof, LCD touch screen display color monitor (minimum 15 inches)

2.18.1.3 Built-in USB webcam or camera

2.18.2 Terminal will have the option for one or two detention-grade audio handsets per terminal.

2.18.3 The IVVS will be available with sloped or rounded tops and corners.

2.18.4 The terminal will prevent spills from entering the enclosure.

2.18.5 The terminal will be able to access the web-based application and be enabled for touch screen inputs.

2.18.6 The enclosure shall not have any openings exposed to Inmate/Ward or visitor, including wiring and ventilation holes.

2.18.7 The terminal must have heat syncs and heat vents located in the back of the terminal to allow for proper cooling.

- 2.18.8 The terminal shall not have any external hinges.
- 2.18.9 The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using appropriate number of security bolts.
- 2.18.10 The IVVS shall have the option for one or two handsets, or hands-free devices.
- 2.18.11 The IVVS shall have the option for handset volume control.
- 2.18.12 The terminal shall be powered by 110VAC.
- 2.18.13 All visitation recordings shall be processed and stored at the County's option and direction: at a remote data center, or stored locally within the facility on a separate server environment (will NOT use County's internal server environment).
- 2.18.14 The IVVS shall provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.
- 2.18.15 The IVVS shall utilize standards-based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
- 2.18.17 The terminal shall be assembled from non-proprietary, off-the-shelf computer components.
- 2.18.18 The terminal shall have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
- 2.18.19 The terminal shall have an on/off switch.

2.19 Inmate/Ward Video Visitation Software

- 2.19.1 The IVVS shall provide software updates free of charge to the County.
- 2.19.2 The IVVS shall be a user-friendly, highly graphical, keyboard and mouse-driven application or better.
- 2.19.3 The IVVS shall be accessible via standard browser to facility users with network access and application privileges.
- 2.19.4 The IVVS shall be a privilege-based system allowing the assignment of privileges to customizable users groups and user assignment to specific user groups.

- 2.19.5 The IVVS shall have integration with active directory.
- 2.19.6 The IVVS shall allow the facility to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.
- 2.19.7 The IVVS will interface with the facility's jail management system (JMS/OMS/IMS) and provide specific information for tracking Inmate/Ward and visitor activities and patterns by, at minimum, the following:
 - 2.19.7.1 Inmate/Ward ID
 - 2.19.7.2 Inmate/Ward last name
 - 2.19.7.3 Inmate/Ward middle name
 - 2.19.7.4 Inmate/Ward first name
 - 2.19.7.5 Gender designator
 - 2.19.7.6 Date of birth
 - 2.19.7.7 Housing assignment designator
 - 2.19.7.8 Date and time of visit
 - 2.19.7.9 Inmate/Ward video visitation station
 - 2.19.7.10 Daily, weekly, and monthly visit statistics
 - 2.19.7.11 Race designator (optional)
 - 2.19.7.12 Inmate/Ward booking number (optional)
- 2.19.8 The IVVS shall track all Inmate/Ward housing unit assignments, movements and Inmate/Ward releases to validate scheduled visitation integrity.
 - 2.19.8.1 IVVS shall automatically attempt to reschedule all visits associated with the Inmate/Ward if the Inmate/Ward has changed housing locations.
 - 2.19.8.2 IVVS shall automatically cancel all visits associated with an Inmate/Ward if the Inmate/Ward has been released.
 - 2.19.8.3 IVVS shall notify visitor(s) via email and automated phone message if a visitation has been cancelled.

- 2.19.9 The IVVS shall provide for Inmate/Ward visitation requests, allowing an Inmate/Ward to request a visit by filling out a form on the visitation terminal and choosing whether to deliver the pre-populated messages via text/voicemail/email.
- 2.19.10 The IVVS shall allow the facility to manage and schedule internet video visitation, on-premises and off-premises video visitation and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling policies.
- 2.19.11 The IVVS shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording and monitoring rules and scheduling and policies.
- 2.19.12 The IVVS shall allow the facility to create specific personal and professional visitation time slots for internet video visits, on-premises and face-to-face visits.
- 2.19.13 The IVVS shall allow the facility to determine what types of visits (Internet, on-premises or both) are allowed for each housing unit.
- 2.19.14 The IVVS shall be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.
- 2.19.15 The IVVS shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units or only selected Inmate/Wards.
- 2.19.16 The IVVS shall provide for an Exclusion List and allow the facility to schedule a “no visitations” event with customizable duration for an Inmate/Ward, station, station group, housing unit and/or visitation center.
 - 2.19.16.1 Restrict a visitor from visiting a certain Inmate/Ward(s)
 - 2.19.16.2 Restrict an Inmate/Ward from visiting a minor
 - 2.19.16.3 Restrict an Inmate/Ward from visiting ALL visitors
 - 2.19.16.4 Restrict a visitor from visiting ALL Inmate/Wards
 - 2.19.16.5 Restrict an Inmate/Ward from having internet video visits
 - 2.19.16.6 Restrict an Inmate/Ward from visiting at the same time as another Inmate/Ward
 - 2.19.16.7 Restrict a visitor from visiting at the same time as another visitor

- 2.19.17 The IVVS shall provide authorized County users the ability to do searches and create reports.
- 2.19.18 The IVVS shall allow the facility to establish and automatically enforce different Inmate/Ward and visitor quotas for internet video visits, on-premises video visits and face-to-face visits.
- 2.19.19 The IVVS shall allow the facility to denote a visitor as being a professional visitor.
- 2.19.20 The IVVS shall provide a means of creating an unscheduled visit (Ad hoc Visit) where the Inmate/Ward's and visitor's information is required and tracked.
- 2.19.21 The IVVS shall automatically start each visit at the designated start time.
- 2.19.22 The IVVS shall allow for real-time visitation monitoring of all live personal visits.
- 2.19.23 [Reserved].
- 2.19.24 The IVVS shall provide synchronized digital video and audio recording for all visitation sessions.
- 2.19.25 The IVVS shall provide the option to display an onscreen countdown clock timer on the Inmate/Ward and visitor stations.
- 2.19.26 The IVVS shall automatically attempt to reconnect stations if connectivity is lost.
- 2.19.27 The IVVS will provide for a Visitation Rules system that allows for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.
- 2.19.28 The IVVS shall allow for three (3) configurable settings for screen resolution and bandwidth requirements.
- 2.19.29 The IVVS will provide the Inmate/Ward with standard information retrieved from the facility's jail management system (i.e., court dates, trust account balances).
- 2.19.30 The IVVS shall allow the facility to create visitation billing charges.
 - 2.19.30.1 IVVS shall allow the facility to charge for visits when an Inmate/Ward has

exceeded his/her established free visit quota.

2.19.30.2 [Reserved].

2.19.30.3 IVVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, while charging private attorneys for remote visits etc.)

2.19.30.4 IVVS shall allow visitation charges to be based upon per minute or per visit.

2.19.30.5 IVVS shall allow the facility to implement a non-refundable processing fee.

2.19.30. 6 [Reserved].

2.19.30.7 IVVS shall take into account Inmate/Wards mandated free visit quota and dynamically calculate charges during the scheduling process.

2.19.30.8 IVVS shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

2.19.30.9 IVVS shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

2.19.30.10 IVVS shall have capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:

2.19.30.10.1 Inmate/Ward release

2.19.30.10.2 Facility imposed restriction

2.19.30.10.3 Station unavailability

2.19.30.10.4 Facility event (example: weather closure, dorm lockdown)

2.19.30.11 IVVS shall allow authorized facility staff to override or refund visitation charges

2.20 Pricing and Revenue Share

2.20.1 Contractor shall provide detailed pricing for software and hardware cost components of turnkey solution, including pricing for enclosures. Contractor shall be responsible for costs of any associated interfaces, network/internet access, cabling, wiring and/or conduit, and for other costs incurred in

implementing the system and its associated services and features.

2.20.2 If Contractor includes optional features that are not part of the IVVS solution, Contractor shall list and provide a brief description of each optional feature and the corresponding detailed and itemized costs.

2.20.3 Contractor shall include revenue share (percentage or stated dollar amount) with the County on the IVVS fees charged for remote video visitation visits.

2.21 System Support, Testing, Maintenance and Repairs

2.21.1 The equipment, cabling, wiring and conduit installed at the County facilities shall remain the sole and exclusive property of the County. The County Department will not be responsible for any damage to the IVVS equipment.

2.21.2 Contractor shall provide all necessary labor, parts, materials and transportation to maintain all IVVS units, hardware, and related service equipment in good working order and in compliance with equipment manufacturer's specifications throughout the term of the contract.

2.21.3 Contractor shall provide Customer Service support for video visitation system that includes 24/7/365 US-based call center fully owned and operated by the Contractor.

2.21.4 Contractor shall provide a "live" Help Desk support function to the County at no cost to the County during the term of the contract. The Help Desk function shall be capable of providing support via telephone to the County's personnel for the functions of the Hosted Inmate/Ward Video Visitation System. This "live" Help Desk shall be available 24 hours a day, 7 days a week, 365 days per year. The "live" Help Desk support function provided by the Contractor shall be located within the continental United States.

2.21.5 Contractor shall describe how it performs standard system testing to ensure that the IVVS and its network services are fully implemented and ready to accept visitation traffic and County's use. This description shall include Contractor and industry-standard methodologies, procedures, and protocols consistent with the IVVS solution for the County, as well as what is required of County's personnel during this system testing. All hardware, software, software licensing, etc. required to perform the testing shall be provided at no cost to the County.

2.21.6 Contractor shall be responsible for all maintenance and repairs to the IVVS.

- 2.21.7 Contractor shall provide 24/7/365 phone support for software and hardware problems, and shall comply with response times detailed in Exhibit II – Inmate/Ward Video Visitation System - Service Level Agreement. A single point of contact with Contractor, via a toll-free telephone number and an e-mail address, must be established by Contractor for reporting all IVVS problems. This toll-free maintenance/repair telephone number shall be available for reporting IVVS problems twenty-four (24) hours per day, every day of the year.
- 2.21.8 Contractor shall warrant all equipment for a minimum of two years from installation and provide the County with all warranty documentation.
- 2.21.9 Contractor shall provide and maintain an inventory of spare parts and spare parts kits at specified County Department facilities, readily available for repairs and maintenance of the IVVS. Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- 2.21.10 The Contractor shall develop procedures and schedules to conduct monthly preventive maintenance on the IVVS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the preventative maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation necessary to maintain the IVVS and all of its components in good working order, including the performance of preventive maintenance.
- 2.21.11 Contractor shall adhere to and comply with the Inmate/Ward Video Visitation System Service Level Agreement in Exhibit II.

2.22 Other Optional Service Offerings

- 2.22.1 Provide information, if any, on Contractor's video arraignment component, additional cost (if any), and how it would interface with the IVVS.
- 2.22.2 Describe system's other optional features and capabilities in detail. Indicate if part of standard service offering; if "optional", indicate cost, if any.

2.23 Training/Ongoing Operations

- 2.23.1 Contractor shall provide onsite training and all end-user training on the IVVS to designated County Department's staff at no additional cost to the County. Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14

days from the “go-live” date, at no cost to the County.

2.23.2 Contractor shall provide training materials to County staff Inmate/Ward training at no additional cost to the County.

2.23.3 Contractor shall provide full training for all assigned system users on how to generate system reports; how to create, delete, and modify Inmate/Ward programming and profiles; and how to maintain Inmate/Ward alert levels and respond accordingly when these levels are exceeded.

2.23.4 Contractor shall provide training on system upgrades or any component thereof, if any.

2.23.5 Contractor shall provide user manuals to the County.

2.23.6 Contractor must describe its standard system testing to ensure that the proposed IVVS and associated services are fully implemented and ready to accept visitation traffic and County’s use. This description must include Contractor and industry standard methodologies, procedures and protocols.

2.23.7 Contractor shall describe what is required of the County Department’s personnel during the system testing. All hardware, software, licensing, etc. required to perform the testing must be provided by Contractor to the County at no cost. System testing will simulate normal operating conditions and include full traffic load representing high traffic situations for visitation traffic.

2.23.8 Contractor will not utilize 3rd party trainers and will provide full training in all components of the IVVS.

2.24 Management Reporting

2.24.1 Project Status Report: Contractor shall submit Project Status Reports during the System Implementation Period to the County. The Contractor shall submit such reports to the County Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. The reports shall, at a minimum, state:

2.24.1.1 Period covered by report

2.24.1.2 Project progress and plans

2.24.1.3 Issues tracking, including deficiencies

- 2.24.1.4 Project schedule, including work scheduled for completion which was completed and work scheduled for completion which was not completed
- 2.24.1.5 Updates to Project Control Document
- 2.24.1.6 Project risks identified through the quality assurance process
- 2.24.1.7 Any other information that the County or may reasonably require
- 2.24.2 Monthly Project Report: The Contractor shall submit Monthly Project Reports pertaining to the operation and maintenance of the IVVS. Monthly reports shall be for the period including the first day of the month through the last day of the month. The reports shall include, but not be limited to, the following:
 - 2.24.2.1 Inmate/Ward Video Visitation Detail Reports
 - 2.24.2.2 Revenue Share Reports (on Remote Visits)
 - 2.24.2.3 Total Video Visits Completed and Billed Report: Report shall be in summary format by facility
 - 2.24.2.4 Any Unauthorized Video Visit Activity Detected Report: Report shall be in summary format by facility and shall contain any information available to support the subsequent investigation of such activities
 - 2.24.2.5 System Outages and/or Maintenance Performed Report: Report shall be in summary format by facility and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date, time and who notified the County.
 - 2.24.2.6 IVVS Inspection and Maintenance Log: This report shall be submitted to the County on a quarterly basis or as required by the County.
 - 2.24.2.7 Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County.
- 2.25 Year-End Summary Report:**

Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's IVVS.

 - 2.25.1 Contractor shall submit one (1) soft copy of each of the Monthly Project Report, Monthly System Management Report and Year-End Summary Report

on CD-Rs to the County.

2.25.2 Contractor's written reports shall utilize Microsoft Word for the narrative portions and Microsoft Excel for the Inmate/Ward billing and revenue share reports.

2.25.3 Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on IVVS for the prior month.

2.25.4 Contractor's Year-End Summary Report is due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the IVVS for the subject Agreement year.

2.26 Audit

County's duly authorized representatives shall have access, at reasonable times, to all reports, recordings, records, documents, files and personnel necessary to audit and verify Contractor's charges and revenue share to County hereunder. Contractor agrees to retain reports, recordings, records, documents and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services. County reserves the right to audit and verify Contractor's records before final payment is made. County representatives shall have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

2.27 Annual Review

Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the County (at County's discretion) and provide a comprehensive report of IVVS activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This shall also include a Contract Review for the preceding year.

2.28 Inmate/Ward Video Visitation System Cost, Fees and Revenue Share

2.28.1 The Contractor shall provide a turnkey IVVS. The cost of any infrastructure work will be the responsibility of the Contractor.

2.28.2 Provide list of fees and charges for IVVS visits (on-site and remote).

- 2.28.3 Provide a list of all other on-going fees such as hardware and/or software maintenance costs, licensing fees, warranty costs, etc. Contractor shall disclose all other additional fees and surcharges that are charged for IVVS visits, and provide a brief description of each. It is the County's preference that additional fees are minimized.
- 2.28.4 Contractor shall state applicable Federal, State and Local taxes.
- 2.28.5 Contractor shall pay the County a revenue share on the IVVS fees and charges (not including true mandatory Federal, State, and Local fees and legitimate pass-through fees) for remote and inter-facility video visitation visits.
- 2.28.6 Describe the procedure for handling collectible and uncollectible revenue.
- 2.28.7 If any revenue share payments due under Attachment C of this Agreement (Payment Amounts and Inmate/Ward Video Visitation Billing Rates) are not received by the County within the period specified in Attachment C, County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

2.29 Project Implementation

2.29.1 Project Control Document (PCD)

Upon effective date of Agreement, the Contractor shall create and deliver to the County, Project Control Documents (PCDs) consistent with the Scope of Work. The contents of each PCD shall include the following:

- 2.29.1.1 Introduction
- 2.29.1.2 Executive Summary
- 2.29.1.3 Project Mission and Objectives
- 2.29.1.4 Project Scope
- 2.29.1.5 Work Breakdown Structure
- 2.29.1.6 Master Project Schedule
- 2.29.1.7 Change Control Plan
- 2.29.1.8 Project Team

2.29.1.9 Risk Assessment and Management

2.30 Inmate/Ward Video Visitation System

Contractor shall submit detailed plans for the provision of necessary telephone equipment and the new IVVS, while minimizing the impacts to current operations. The new IVVS shall become fully operational upon successful completion of all system testing and acceptance by the County. System acceptance test criteria is as follows: all IVVS units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned County's Project Manager. All IVVS installation plans and schedules will be reviewed and approved by the County's Project Manager in order to minimize impacts to normal operations.

2.31 Project Approach

Contractor shall present an overview, which shall be a narrative description, of Contractor's plan for providing the IVVS to the County. Contractor shall provide in full detail, its understanding and response to the Scope of Work.

2.32 Implementation Plan and Schedule

Contractor shall provide a detailed Implementation Plan and Schedule. The installation shall include a user testing and acceptance provision for the County Sheriff's Office and Probation Department. Time is of the essence in providing a fully functional Inmate/Ward video visitation system, and Contractor is required to provide a fully functional system tested and accepted by the County. At the County Sheriff's Office and Probation Department's discretion, any failure or deficiency within the Vendor's control to provide this service within the agreed-upon implementation schedule provided by the Vendor may incur a penalty until fully functional. Implementation Plan and Schedule shall include the following:

2.32.1 Summary of management/work plan for this Project

2.32.2 Project Schedule with Project Milestone Dates

2.33 Project Implementation Team

2.33.1 Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, Project Management certification, address and telephone number(s) for the Contractor's Project Implementation Manager,

which will be the County's main point of contact during the IVVS installation.

2.33.2 Contractor shall provide the name, years of service, educational attainment/degrees, qualifications, address and telephone number(s) for the Contractor's Account Manager, which will be the County's main point of contact during the Contract(s) term.

2.33.3 Contractor shall provide its Project Team Organization Chart, clearly showing the organization of the team and hierarchy of members. It must include:

2.33.3.1 Organizational framework for the proposed Project Team

2.33.3.2 Company name and key staff name for each role identified in the chart

2.33.4 Contractor shall provide the names, years of service, educational attainment/degrees, qualifications, addresses and telephone numbers of each member of Contractor's Project Implementation Team, including an Escalation Chart with complete contact information.

3.0 TERM OF AGREEMENT

3.1 The initial term shall commence with the signing of this AGREEMENT through and including three (3) years, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.

3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.

3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.

3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a **thirty day (30) written notice, or immediately with cause.**

4.0 COMPENSATION AND PAYMENT

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm unless mutually agreed by the parties. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy only those fees and surcharges as permitted by law.
- 4.6 Tax:
 - 4.6.1 The rates listed in Attachment A do not include applicable taxes or third party processing charges.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the following addresses:
 - 5.1.1 Monterey County Sheriff's Office
Accounting Department
1414 Natividad Road
Salinas, CA 93906
 - 5.1.2 Electronically to: MCSOSheriff.Fiscal@co.monterey.ca.us
 - 5.1.3 Monterey County Probation Department
Finance Unit
20 East Alisal Street
Salinas, CA 93901

- 5.2 CONTRACTOR shall reference the RFP/ number on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by the County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County's Office. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Office.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or

be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and

all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT. County agrees to treat Contractor's proposal and other information marked as "confidential" as a trade secret under California law.

- 8.2 **County Records:** When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 **Access to and Audit of Records:** County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENT

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in THIS AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY OFFICE.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project or the performance of the Services. CONTRACTOR will inform County of any pricing or other changes to this Contract necessitated by a change in law.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

14.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

14.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

14.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

15.0 FORCE MAJEURE

15.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

15.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this

AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

- 15.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

16.0 HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT-HIPAA COMPLIANCE

Where applicable, CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

17.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY or longer if equipment is warranted for a longer time period. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

18.0 GUARANTEE OF MALWARE FREE GOODS

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

19.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990

derrm@co.monterey.ca.us

FAX No.: (831) 755-4969

TO CONTRACTOR:

Name	Pablo Nichols - General Counsel
	<hr/>
	Printed Name and Title
Address:	655 Montgomery St. 18th Floor
	San Francisco, CA 94530
Tel. No.	(415) 300-4367

Email: pablo@telmate.com

FAX No.: (415) 520-0343

20.0 LEGAL DISPUTES

20.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

20.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

20.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.


Telmate, LLC RFP #10537

Term: five (5) years from date of signing

21.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 12-14-16

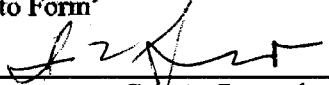
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

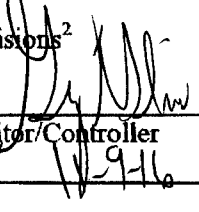
Date: _____

Approved as to Form¹

By: 
County Counsel

Date: 11/09/2016

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 11-9-16

Approved as to Liability Provisions³

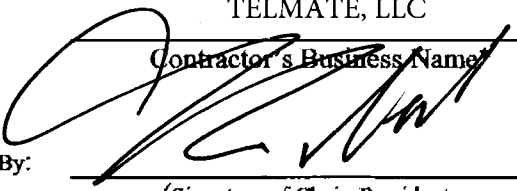
By: _____
Risk Management

Date: _____

CONTRACTOR

TELMATE, LLC

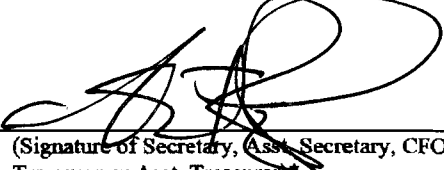
Contractor's Business Name

By: 
(Signature of Chair, President, or Vice-President)*

Kevin O'Neil - President

Name and Title

Date: 10/10/16

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

ANITA NIKAEEN VP FINANCE

Name and Title

Date: 10/12/16

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT I – INMATE TELEPHONE SERVICES - SERVICE LEVEL AGREEMENT

Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the County/Probation and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Inmate/Ward Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to County/Probation operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

Service

Table 1 lists each KPI and the performance level requested by the County/Probation. Performance is aggregate-based, meaning that the performance is to be measured at the County/Probation hierarchy level (of the County's and Probation's billing organizations) over a one-calendar-month period.

Table 1- Service-Specific SLAs

<i>Service</i>	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Inmate/Ward Telephone System, tested and accepted by the County/Probation	90 Business Days
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
<i>Management Reports:</i>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the County/Probation Project Manager and to the County/Probation Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month

		following Agreement year-end, reporting on the ITS for the subject Agreement year.
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III. Implementation & Installation Penalty

Potential Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County/Probation. Time is of the essence in providing a fully functional inmate phone system, and the potential Contractor is required to provide a fully functional system tested and accepted by the County/Probation. At the County Sheriff's Office and Probation Department's discretion, any failure or deficiency within the Contractor's control to provide this service within the agreed-upon implementation schedule provided by the Contractor may incur a penalty until fully functional.

IV. Late Management Reports Penalty

This section removed during negotiation.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon County/Probation's or County/Probation-authorized Agent's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the County/Probation the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County/Probation and the Contractor's on-site technical staff in resolving System Outages, Problems, and other Deficiencies. County/Probation will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	CRITICAL (Includes but not limited to): <ul style="list-style-type: none"> 25% or more of a single Housing unit's (Module / Dorm / Pod) telephones are out of service Multiple housing units are not in operation Multiple inmate phones are not operational Intake phones are not operational 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software 25% or more of calls are dropped in a 24-hour period 	<p>≤ 6 hours</p> <p>Between 6 hours and 12 hours</p>	<p>No Credit</p> <p>\$75 per hour that component of ITS is deficient</p>

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	<ul style="list-style-type: none"> Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to County/Probation's satisfaction is made within 6 hours of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p>	<p>Between 12 hours and 24 hours</p> <p>> 24 hours</p>	<p>\$100 per hour that component of ITS is deficient</p> <p>\$150 per hour that component of ITS is deficient</p>
<p>Priority Level Two</p>	<p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service 10% to 24% of calls are dropped in a 24-hour period 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software More than ten (10) Inmates/Wards are not able to make telephone calls as a result of a single telephone is out of service One entire housing unit that is not in operation or one inmate phone not operational <p>Response time, completion of repairs, and Deficiency resolution to County/Probation's satisfaction is made within <u>24</u> hours of initial notification of County/Probation or County/Probation's Agent by Contractor or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p>	<p>≤ 24 hours</p> <p>> 24 hours</p>	<p>No Credit</p> <p>\$100 per hour that component of ITS is deficient</p>

<p>Priority Level</p>	<p>SEVERE (Includes but not limited to):</p>		
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Term: five (5) years from date of signing

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<p>Two</p>	<ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates/Wards are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational <p>Response time, completion of repairs, and Deficiency resolution to County/Probation's satisfaction is made within <u>24</u> hours of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p>	<p>≤ 24 hours</p> <p>> 24 hours</p>	<p>No Credit</p> <p>\$100 per hour that component of ITS is deficient</p>
<p>Priority Level Three</p>	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p>Response time, completion of repairs, and Deficiency resolution to County/Probation's satisfaction is made within <u>2</u> business days of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p>	<p>≤ 2 days</p> <p>> 2 days</p>	<p>No Credit</p> <p>\$75 per day that component of ITS is deficient</p>

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Priority Level Four	COSMETIC (Includes but not limited to):	≤ 10 days	No Credit
	<p>A telephone is damaged but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to County/Probation's satisfaction is made within <u>10</u> business days of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p>	> 10 days	\$75 per day that component of ITS is deficient or damaged phones are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate/Ward Telephone System problem, network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the County/Probation or County/Probation-authorized Agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	3% of Monthly Revenue Commissions
	6	5% of Monthly Revenue Commissions
	>6	Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Two	3	1% of Monthly Revenue Commissions
	6	2% of Monthly Revenue Commissions
	9	3% of Monthly Revenue Commissions
	12	5% of Monthly Revenue Commissions
	>12	Option to open contract for discussion, up to and including cancellation of contract without penalty

EXHIBIT II – INMATE VIDEO VISITATION SYSTEM - SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the County/Probation and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

The Inmate/Ward Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to County and Probation operations; the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance levels. Performance is aggregate-based, meaning that the performance is to be measured over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Inmate/Ward Video Visitation System, tested and accepted by the County and Probation	90 Business Days
<i>Maintenance</i> Video Visitation Services and Associated Network Access/Transport Services	<ul style="list-style-type: none"> Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) Scheduling Software Availability 	99.95%
Video Visitation Units	Operational, working units	100%

Service	KPI	Performance Standards/AQL
Management Reports Monthly Project Reports, Monthly System Management Reports and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the County/Probation Project Manager or County/Probation Designee and to Probation	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year

III. Implementation and Installation Penalty

Potential Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County/Probation. Time is of the essence in providing a fully functional video visitation system, and the potential Contractor is required to provide a fully functional system tested and accepted by the County and Probation.

IV. Late Management Reports Penalty

This section removed during negotiation.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon County/Probation's or County/Probation-authorized Agent's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the County/Probation the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County/Probation or County/Probation Designee in resolving System Outages, Problems, and other Deficiencies. County/Probation will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	CRITICAL (Includes but not limited to): <ul style="list-style-type: none"> 50% or more of a Facility's Video Visitation System (at any one area) is out of service Multiple Facilities' Video Visitation System units are not in operation Multiple Video Visitation System units are not operational 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software 50% or more of Video Visitation sessions are dropped in a 24-hour period Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to County/Probation's satisfaction is made within 6 hours of initial notification of County/Probation or County/Probation's Agent by Contractor or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p> <p>County/Probation has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the County/Probation's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	<or = to 4 hours	No Credit
		Between 4 hours and 12 hours	\$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	\$100 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		>24 hours	\$200 per hour that component of VVS is deficient (includes network access and cabling and wiring)

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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Two	<p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% to 49% of a Facility's Video Visitation System (in Housing Units and Lobby) is out of service • 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates/Wards are not able to initiate Video Visitation System sessions as a result of a single Video Visitation unit out of service • One entire housing unit that is not in operation or one Video Visitation System unit not operational <p>Response time, completion of repairs, and Deficiency resolution to County/Probation's satisfaction is made within 24 hours of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p> <p>County/Probation has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the County/Probation's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 24 hours	No Credit
		> 24 hours	\$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

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Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	MINOR (Includes but not limited to): <ul style="list-style-type: none"> One of multiple Video Visitation units in a housing unit or lobby that is not in operation, and additional units are in area available for inmate use Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality <25% of a Facility's Video Visitation System (in Housing Units and Lobby) is out of service <25% of Video Visitation sessions are dropped in a 24-hour period <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software <p>Response time, completion of repairs and Deficiency resolution to County/Probation's satisfaction is made within <u>2</u> business days of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p> <p>County/Probation has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the County/Probation's satisfaction within a reasonable timeframe exceeding 5 business days.</p>	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		> 2 days	\$150 per day that component of VVS is deficient (includes network access and cabling and wiring)
Priority Level Four	COSMETIC (Includes but not limited to): <ul style="list-style-type: none"> A Video Visitation unit is damaged but is capable of completing Video Visitation sessions Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged units, and Deficiency resolution to County/Probation's satisfaction is made within <u>10</u> business days of initial notification of County/Probation or County/Probation's Agent by Contractor, or from County/Probation's or County/Probation Agent's initial service request to Contractor.</p> <p>County/Probation has the option to require Contractor to replace affected VVS components if Contractor is unable to resolve the deficiency to the County/Probation's satisfaction within a reasonable timeframe exceeding 15 days.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of VVS is deficient or damaged VVS units are not replaced

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate/Ward VVS problem, associated network problem, outage or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the

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County/Probation or County/Probation-authorized Agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	N/A	N/A

ATTACHMENT A –RATES, FEES, and PAYMENTS TO COUNTY FOR INMATE TELEPHONE SERVICE, VIDEO VISITATION SERVICE, and TABLETS

The County shall bear no responsibility for any costs, including below fees related to the ITS, VVS, or Tablet services. End user as it is used in this Attachment A is defined as Inmate utilizing the Inmate Telephone System or its components.

1. The initial VoIP calling rates payable by end user shall be as follows:
 - a. The call rate for Intrastate Prepaid and Collect Calls will be \$0.21 per minute.
 - b. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
 - c. The call rate for Interstate Collect Calls will be \$0.25 per minute.
 - d. The call rate for International Calls will be \$0.50 per minute.

2. The initial fees payable by end user OR depositor for Telmate's ITS services shall be as follows:
 - a. Automated payment fees such as deposits using credit card or debit card made via telephone: \$3.00 per transaction, paid by depositor.
 - b. Live agent fee (Quick Connect): \$5.95 per transaction, paid by depositor.
 - c. Paper bill fee: \$2.00 per transaction.
 - d. All third party transaction fees such as MoneyGram, Western Union, and credit card processing fees will be passed through to the depositor with no markup.
 - e. All taxes and regulatory fees will be passed through to the depositor or end user without markup.
 - f. The fee for a voicemail will be \$1.50 per call.
 - g. The fee for messages sent by a friend or family to a detainee will be \$0.25 per message.

3. The initial fees for Telmate's Commissary/Booking Load services shall be as follows:

- a. The fee for Operator Accepted deposits using credit card or debit card made via telephone:
\$2.99 per transaction + 6% of the transaction amount. This fee is paid by the depositor.
- b. Cash deposited into lobby/visitation area kiosk:
\$1.99 per transaction + 4% of the transaction amount. This fee is paid by the depositor.
- c. Credit card/debit card deposits using web-based depositing option:
\$2.99 per transaction + 6% of the transaction amount. This fee is paid by the depositor.
- d. Cash deposited into booking area kiosk: no fees shall be assessed to any party.
- e. Credit card/debit card deposit into booking area kiosk at time of booking:
\$2.99 per transaction + 6% of the transaction amount. This fee shall be paid by the depositor.

Where Customer/County elects to have Telmate assist with the operation of commissary accounts, Telmate will act as Customer/County's agent for the purpose of accepting, on behalf of Customer/County, deposits to an inmate's trust/commissary account at Customer/County. Any and all deposits made to an inmate's commissary account at Customer/County's facilities through Telmate's system shall be deemed received by Customer/County as if made directly to Customer/County and shall be credited to the respective inmate's commissary account upon receipt by Telmate. Customer/County shall have sole control and managerial power over any and all funds deposited into an inmate's commissary account.

4. Tablet and Video Visitation Rates

- a. The rate for access to premium tablet services such as messaging, music, and games, will be \$0.05 per minute. There shall be no cost to inmate for commissary ordering, grievance filings, medical/sick call requests, programs service requests, law library requests, other forms, educational content, and PREA/criminal reports.
- b. The rate for remote VVS will be \$0.15 per minute on Tablets.

5. Facility Support Payments to County

- a. Telmate will pay to County a facility support fee of five cents (\$0.05) per minute on specific VoIP telephony calls serviced by Telmate. The facility support fee will be paid to County on a per minute basis for Local, IntraLATA, InterLATA, Interstate, and other applicable call types designated by Telmate. Such facility support payments will be remitted to County by Telmate without deductions.
- b. Telmate shall provide County with 10% of the gross revenue derived from item 2.f above – voicemails left for inmates.
- c. Telmate shall provide County with 50% of the gross revenue, received from the per minute rate charged to detainees for access to Telmate's tablet equipment, excluding video and phone calls.
- d. Telmate shall provide County with 25% of the gross revenue resulting from remote VVS usage.
- e. Payments to County by Telmate for commissions and facility support shall be made in two (2) separate checks within thirty days following each month. . One check shall be sent to Monterey County Probation, at the address listed in Section 5.1.3 of this agreement. The second check shall be made payable to the Monterey County Sheriff's office at the address indicated in Section 5.1.1 of this agreement.