

## RIDER CONTRACT

This Rider Contract ("Agreement") is made and entered into \_\_\_\_\_ by and between County of Fresno, a political subdivision of the State of California ("County"), and Global Tel\*Link Corporation d/b/a ViaPath Technologies, an Idaho corporation, ("Contractor").

## RECITALS

WHEREAS, the County has the legal authority to enter into a cooperative procurement ("rider") for a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the County requires the supply, installation, management, operation, and maintenance of Inmate Telephone System and Tablet Services (the "Services") at the Fresno County Jail, N. Annex Jail, and W. Annex Jail; and

WHEREAS, Orange County, California issued that certain Request for Proposals 060-C021597-LQ for Inmate Communication Services (the "Orange County RFP"), pursuant to which it entered into that certain Contract No. MA-060-21011490 (the "Orange County Contract") for the provision of Services.

WHEREAS, the County desires to engage as a rider onto the above referenced Orange County Contract for the provision of Services to the County, and Contractor consents.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Affirmation of Contract.** Contractor affirms and ratifies the terms and conditions of the above referenced Orange County Contract and agrees to perform the services set forth therein for the County in accordance with the terms of the Orange County Contract, as modified herein. The Orange County Contract is attached as Appendix E and incorporated by this reference. The County shall utilize the Services of the Contractor in the manner and upon the terms and conditions as set forth in the Orange County Contract, as modified herein.

2. **Term.** This Agreement shall commence retroactive to January 1, 2025 ("Effective Date") and shall continue in effect for three (3) years thereafter, unless earlier terminated in accordance with the terms of the Orange County Contract. This Agreement may be renewed for two (2) additional one-year renewals on upon the written approval of both parties.

3. **Incorporation of Orange County Contract.** Except as otherwise stated herein, the terms and conditions of the Orange County Contract shall form the basis of this Agreement, with the

County having the same rights and obligations of Orange County under the Orange County Contract and Contractor having the same rights and obligations of "Contractor" under the Orange County Contract. The Orange County Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Orange County Contract, the terms, conditions and provisions of this Agreement shall control. The parties agree that the portions of the Orange County Contract that address payment kiosks shall not apply to this Agreement.

- a. In accordance with section 27. County Cooperative Contract of the Orange County Contract, both Parties will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement.
- b. General Terms and Conditions, Section O. Insurance Provisions of the Orange County Contract, are hereby modified as follows:

<u>Coverage:</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence
Including Sexual Misconduct aggregate	\$1,000,000 each victim/\$2,000,000

4. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

To Contractor:  
Global Tel\*Link Corporation  
d/b/a ViaPath Technologies  
3120 Fairview Park Drive, Suite 300  
Falls Church, VA 22042  
Phone: (703) 955-3911  
ATTN: Legal Department

To County:  
1225 M Street  
Fresno, California 93721  
ATTN: Lt. Copher

For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

5. **Appendices.** For purposes of this Agreement, *Attachment B: Rates and Fees*, *Attachment C: Revenue Share and Cost Recoupment*, and *Attachment F: Service Escalation Matrix* of the Orange County Contract are hereby deleted and replaced with Appendices A, B, C, and D attached hereto. This Agreement, together with all exhibits, includes the entire agreement of the County and Contractor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

6. **Change-of-Law.** Any rule, regulation, or other change mandated by any federal, state, or local authority or Court ruling which may interfere with or adversely affect either party's rights, obligations, or intended benefit under the Agreement shall entitle either party to, at their option, renegotiate or terminate this Agreement. This provision shall not apply to the Federal Communications Commission's ("FCC") final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the "FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act"), except to the extent the FCC Order mandates rates, charges, commissions, or other provisions that differ from Appendix C. This provision shall also not apply to the California Public Utilities Commission ("CPUC") Proposal, and effective on the implementation date of the resulting CPUC Order for permanent rates for incarcerated persons calling services, Rulemaking 20-10-002, or any order that results from such CPUC Proposal, except to the extent the CPUC Order mandates rates, charges, commissions, or other provisions that differ from Appendix C.

7. **Office Space Provided.** County shall provide office space of approximately 100 square feet, including two desks, for the two (2) full-time, on-site, Systems Technicians during the term of this Agreement. However, authorized County staff may enter this office space, and any County facilities where Contractor is providing services at any time.

8. **Security**

- A. Contractor's staff and subcontractors working at the Jail Facilities shall be required to pass a background investigation by County. Contractor's staff and subcontractors must obtain mandatory security clearance from County, as applicable, prior to commencing work. Contractor shall notify County a minimum of three (3) weeks in advance of placement of a new employee or subcontractor to provide adequate time for the background check process. Contractor shall be responsible for all costs to obtain security clearances for all Contractor's prospective employees/staff within County's Jail Facilities. Contractor shall also provide adequate time for employees/staff to attend facility orientation and training, as applicable.
- B. Prison Rape Elimination Act (PREA) – Contractor shall train all employees on PREA, and will follow the Guidelines set forth by the Fresno County Sheriff's Office. The PREA policy and required acknowledgment are attached as Appendix E. The Sheriff's Office has zero tolerance for any incidence of sexual assault, sexual harassment, or sexual misconduct, and makes every effort to comply with applicable components of the Federal Prison Rape Elimination Act of 2003. The Sheriff's Office is committed to

providing a safe, humane, secure environment, free from sexual assault or abuse, and has implemented procedures for appropriate prevention, detection, intervention, and treatment for all victims of sexual assault. All reported incidents of sexual assault will be investigated.

- C. **No Hostage Policy** - Contractor's employees shall be advised of the possibility that a hostage taking incident could occur at any time, and shall read and sign the "No Hostage" policy, as set forth in Appendix F, attached and incorporated by this reference, which means that there shall be no bargaining for the release of hostages in exchange for the release of confined inmates or minors.

9. **Consistent Federal Income Tax Position.** Contractor acknowledges that the Jail Facilities have been acquired or improved (and is situated on land that has been acquired) using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facilities"). Contractor agrees that, with respect to this Agreement and the Bond-Financed Facilities, Contractor is not entitled to take, and shall not take, any position (also known as a "tax position") with the Internal Revenue Service that is inconsistent with being a "service provider" to the County, as a "qualified user" with respect to the Bond-Financed Facilities, as "managed property," as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13, as applicable, and to that end, for example, and not as a limitation, Contractor agrees that Contractor shall not, in connection with any federal income tax return that they file with the Internal Revenue Service or any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facilities.

10. **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

11. **Authorized Signature.** The Contractor represents and warrants to the County that:

- (A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

- (B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12. **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically

scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

13. **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**GLOBAL TEL\*LINK CORPORATION  
D/B/A VIAPATH TECHNOLOGIES ON BEHALF  
OF ITSELF AND ITS AFFILIATES**

**COUNTY OF FRESNO**

By: 

**Printed Name:** Alexandra Booker

**Title:** Contracts Manager

**Date:** February 25, 2025

\_\_\_\_\_  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 2250

Subclass: 33410

ORG: No Org #

Account: 1450

**Appendix A:  
Inmate Telephone Service  
Service Schedule**

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Contractor" or "ViaPath" is used in this Service Schedule, it shall mean Global Tel\*Link Corporation d/b/a ViaPath Technologies.

**1. Equipment and Features.**

Telephones and Workstations	
Inmate Phones	Platform
507 Phones	ICMv

ViaPath Base Features
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Contractor installed by Contractor shall remain in all respects property of Contractor. Contractor reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Contractor shall not exercise such a right of removal or relocation unreasonably. Contractor shall notify County in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Contractor, Contractor shall restore said premises to its original condition, ordinary wear and tear excepted; however, Contractor shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. County shall not, and shall not allow any third party to make alterations or attachments to the Equipment.

**2. Inmate Telephone Services.**

Contractor shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Contractor by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Contractor; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers if available; (d) the processing of all telephone call

records; (e) the performance (alone or through third-parties) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Contractor's obligations under this Agreement. Contractor reserves the right to take all necessary actions to control unbillables, uncollectibles, bad debt and fraud in connection with ITS.

Contractor does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

**3. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: **[See Appendix C: Rates, Charges, and other Provisions]** per minute of use.
- Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: **[See Appendix C: Rates, Charges, and other Provisions]** per minute of use.
- International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: **[See Appendix C: Rates, Charges, and other Provisions]** per minute, plus the applicable call termination rate for the international destination of the call as published on the Contractor's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.
- Free Calling Program: Each inmate shall receive **[See Appendix C: Rates, Charges, and other Provisions]**.

No per call, per connection, or flat-rate calling charges shall apply to international, intrastate or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Contractor in connection with such programs.

**4. Reserved.**

**5. Additional Terms**



- a. **Monitoring and Recording.** County agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the telephone monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability, costs and expenses relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline. County acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Contractor provides to County under this Agreement are the exclusive property of the County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

**Appendix B:**  
**Tablet Service Schedule**  
**Enhanced Services - IP-Enabled Tablets**

**1. Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Contractor” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

**2. Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

**3. Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Contractor reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Contractor to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
Fresno County Jail (Main)	1225 M Street, Fresno, CA 93721
N. Annex Jail	1265 M Street, Fresno, CA 93721
W. Annex Jail	2208 Merced Street, Fresno, CA 93721

**4. Contractor Provided Equipment, Services and Cabling.** Contractor will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County. Contractor will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the County upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), County will collect and deliver to Contractor all Tablets and related equipment assigned to the Location(s) and provide Contractor a reasonable opportunity to collect all associated equipment and hardware (except cabling).

**5. Support and Maintenance.** Contractor will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost

to the County, Contractor will replace, at Contractor's cost, one hundred percent (100%) of deployed Tablets per year. Contractor will retain ownership of the tablets and all licensed software. Contractor will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The County will permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein, subject to County's security requirements and if required, Premise Provider shall provide security escorts for Contractor personnel.

**6. Tablets.** Contractor will provide Tablets at a 2:1 inmate to Tablet ratio. For the AD SEG and Lockdown facilities, Contractor will maintain a 1:1 ratio. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Contractor. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Contractor will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Contractor will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location. Contractor shall ensure that at least five (5) of the tablets shall be configured to comply with the Americans with Disabilities Act ("ADA").

- a. Enhanced Services. Contractor will provide the following Enhanced Services via the Tablets:
  - i. Inmate Content Access. Contractor will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Contractor reserves the right to add, alter or discontinue any Content Access.
  - ii. Video Visitation. On-premises and Remote video visitation with no less than sixty (60) days online recording storage.

- i. Voice Communication. Contractor will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Contractor. Headsets equipped with a microphone will be required
- ii. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Contractor consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.
- iii. Basic Education: Contractor will also provide Edovo’s basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- iv. Law Library: Contractor agrees to provide LexisNexis law library services at no cost.
- v. Mail Scanning Solution: In accordance with County’s request, Contractor shall make payment to Pigeonly Inc. for mail scanning services, which shall not require integration onto the Tablets.

b. Contractor Obligations. Contractor will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through County’s commissary service. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time.

c. County Obligations. County must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmates to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, County must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its

commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with Contractor's products; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Contractor by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Contractor with secure space to store Tablets and other Contractor equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the County on all matters involving Enhanced Services, including reporting to Contractor any damage or malfunction with equipment; (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time; and (12) prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Contractor for opening and scanning of the mail (excluding legal mail). County will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Contractor for use with Enhanced Services. However, the parties agree that these Tablets and associate software will be utilized by inmates in the County's Jail Facilities, and the County is not responsible for any damage to or tampering with Tablets, equipment, and associate software by such inmates at County's Jail Facilities.

**7. Enhanced Services and Accessories Rates.** Contractor may apply the following charges on Enhanced Services and the use of the Tablets. These rates shall not exceed the maximum rates authorized by PUC and the FCC.

The Parties shall mutually agree to any changes in any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Inmate Content Access:
  1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
  4. Every inmate will receive each month, **[See Appendix C: Rates, Charges, and other Provisions]** minutes of use from the standard profile free of charge.
- c. Video Visitation Services:
  1. Extended Local Visit Price: No cost
  2. Remote Visit Price: **[See Appendix C: Rates, Charges, and other Provisions]**

- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - 1. **[See Appendix C: Rates, Charges, and other Provisions]** per written message
  - 2. **[See Appendix C: Rates, Charges, and other Provisions]** per photo attachment (in addition to charge for any written message, if provided)
- f. Mail scanning solution. In accordance with County's request, Contractor shall make payment to Pigeonly Inc. for mail scanning services, which shall not require integration onto the Tablets.
- g. Tablet charging station locks. There is no charge to County for the Tablet charging station locks.
- h. Transaction Fees. Company may charge certain Transaction Fees for Enhanced Services, excluding Voice Communication and Video Visitation Services, in accordance with the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Live Agent Fee	\$5.95 per transaction
Third Party Financial Transaction Fee	<p>\$5.95 per transaction when transaction is paid via a live agent</p> <p>\$3.00 per transaction when transaction is paid via automated payment system</p>

**8. Reserved.**

**9. Additional Terms**

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. County further acknowledges and agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Tablets, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Contractor disclaims any

responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County agrees to indemnify, defend, and hold Contractor and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline. However, it is understood that before an inmate can use the Tablet, the inmate must review and accept Contractor's Terms of Use. Additionally, there is an acknowledgment feature in Contractor's system to allow the County to customize a notice to inmates.

**b. Limitation of Liability**

CONTRACTOR AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND CONTRACTOR IN NO WAY, GUARANTEES THE EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR COUNTY PERSONNEL. CONTRACTOR AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY FORESEEN OR UNFORESEEN PHYSICAL HARM OR OTHER INJURY CAUSED BY THE USE OR MISUSE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES BY INMATES IN COUNTY'S FACILITIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. CONTRACTOR DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. CONTRACTOR DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND CONTRACTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE

OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**C. REMOVAL OF PROPERTY.**

UPON THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, CONTRACTOR SHALL REMOVE ANY AND ALL PROPERTY, INCLUDING TABLETS AND ALL RELATED EQUIPMENT, LOCATED IN THE JAIL FACILITIES WITHIN THIRTY (30) DAYS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, WITH THE COOPERATION OF THE COUNTY. IF CONTRACTOR FAILS TO REMOVE ANY SUCH PROPERTY FROM THE JAIL FACILITIES WITHIN SUCH TIME, AND SUCH FAILURE CONTINUES FOR FORTY-FIVE (45) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ALL PROPERTY NOT REMOVED SHALL BECOME THE PROPERTY OF COUNTY.



## Appendix C: Rates, Charges, and other Provisions

- I. Rates, Charges, and other Provisions.** Upon the effective date of this Agreement, the rates, charges, and other provisions of this Agreement outlined in this Appendix C will be the terms listed in the second column labeled “At Effective Date of Agreement”.

The rates listed below are pursuant to the Federal Communications Commission’s (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”).

Pursuant to the September 30, 2024, release of the California Public Utilities Commission (“CPUC”) Staff Proposal, and effective on the implementation date of the resulting CPUC Order for permanent rates for incarcerated persons calling services, Rulemaking 20-10-002, the rates, charges, commissions, and other provisions of this Agreement will be amended as set forth in the third column labeled “Upon Implementation Date of CPUC Order”. In the event the CPUC Order imposes requirements that differ from the September 30, 2024, CPUC Staff Proposal, the Parties shall renegotiate the Agreement.

Section / Element	At Effective Date of Agreement	Upon Implementation Date of CPUC Order
Appendix A Section 3 / Interstate ITS Rate per minute of use	\$0.06	\$0.045
Appendix A Section 3 / Intrastate ITS Rate per minute of use	\$0.06	\$0.045
Appendix A Section 3 / International ITS Rate per minute of use	\$0.06	\$0.06
Appendix A Section 3 / Free Calling Program	Two (2) ten- minute calls per week	One (1) ten- minute call per week

<b>Appendix A Section 5 / ITS Commissions</b>	\$0 per year	\$0 per year
<b>Appendix B Section 7.b - Free Tablet Minutes of Use (MOU) per inmate – Standard Profile</b>	One hundred and twenty (120)	None (0)
<b>Appendix B Section 7.c - Video Rate</b>	\$0.11	\$0.11
<b>Appendix B Section 7.e1 - Messaging</b>	\$0.25	\$0.30
<b>Appendix B Section 7.e2 - Photo Attachment</b>	\$0.20	\$0.25
<b>Appendix B Section 7.g - Tablet Commission</b>	\$0 per year	\$0 per year
<b>Appendix B Section 7.h - Video Commission</b>	\$0 per year	\$0 per year

- I. Systems Technician.** At no cost to the County, the Contractor shall provide two (2) full-time, on-site, Systems Technicians during the term of this Agreement.
- II. Additional Features.** The following additional features will be provided to the County at no cost.

<b>Additional Features</b>
Voice IQ – Initial and Continuous (Voice Biometric)

Call IQ – Basic and Advanced (Intelligent keyword search)
Called Party IQ – Inmate to Inmate call detection
Phone IQ – Phone type identification
Data IQ – Investigative Data Analysis
365 Day On-Line Recording Storage
60 Day On-Line Video Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools

## Appendix D: Service Level

Service Title: Technical Support Service Case Resolution (SLA-1)				
<p><b>Description:</b> ViaPath is expected to acknowledge, respond, and resolve service cases within the specifications cited in this service level agreement employing the case classification framework provided.</p> <p><b>Services included:</b> Service availability, accessibility, and functionality.</p> <ul style="list-style-type: none"><li>• Inmate Telephone Services</li><li>• Video Visitation Services</li><li>• Tablet Services</li></ul> <p><b>Standard:</b> System is available for use and performs as expected.</p>				
Service Levels:				
Service Status (SS)	Description	Target Response Time		
Outage (System)	Service is unavailable	30 mins		
Degraded (System)	Service is experiencing localized degradation	1 hour		
Issue (Features)	Service Technical or Administrative issues	8 hours		
Request (Features)	Facility or User service request	2 business days		
Business Impact (BI)	Description	Target Response Time		
Major	Business Function is unavailable	Determined by Service Status		
Serious	Business Function is degraded	Determined by Service Status		
Moderate	Business Function is affected	Determined by Service Status		
Minor/None	Business Function is not affected	Determined by Service Status		
Service Response:				
Priority Level	Criteria	Resolve Time	AQL	Penalty
P1 - Outage	System/service is not available or 50% or more of a facility or a single housing unit service outage	8 hours	1 Business Day	N/A
P2 – Degraded	System/service/device is available but functioning in a degraded state for 25%-50% of a facility or a single housing unit.	24 hours	2 Business Days	N/A
P3 – Degraded - Moderate Issue – Moderate Request - Moderate	Services are available but technical or administrative issues are affecting normal operations for the facility.	72 hours	5 Business Days	N/A
P4 – Request	Service/Change requests.	Case Dependent	7 Business Days for non-dev	N/A
Measures and Key Performance Indicators (KPIs)				
<ul style="list-style-type: none"><li>• <b>Response Time:</b> Clock commences with ViaPath internal discovery and/or notification by either email, Service Now, or phone call by technician or facility representative and stops when the Case is created and the POC is notified by Service Now via email.</li></ul>				

- **Resolution Time:** Clock commences when the Case is created and stops when the case is moved to resolved state and the POC is notified via email that the problem is resolved.
- **KPIs:** KPIs are presented in the Service Response table above.

#### **Clarification, Exceptions & Limitations**

##### **Exceptions**

Circumstances beyond control of ViaPath such as:

- Facility does not permit access.
- Facility does not provide escort (if applicable)
- ISP system failure (no internet access)
- Facility power failure
- Natural Disaster

## **Appendix E: Orange County Contract**

Contract No. MA-060-21011490  
Inmate Communication Services

This Contract, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and Global Tel\*Link Corporation dba ViaPath Technologies, with a place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Rates and Fees  
Attachment C – Revenue Share and Cost Recoupment  
Attachment D – County Supplied Items and Assistance  
Attachment E – Implementation Plan  
Attachment F – Service Escalation Matrix  
Attachment G – Tool Control Policy  
Attachment H – Labor and Material Payment Bond/Performance Bond

RECITALS

WHEREAS Contractor responded to County’s Request for Proposal (“RFP”) for Inmate Communication Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS Contractor agrees to provide Inmate Communication Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS County agrees to pay Contractor based on the schedule of fees set forth in Payment and Pricing Provisions, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter a Contract for Inmate Communication Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

[THE DEFINITIONS WILL BE FINALIZED BASED ON THE PROPOSAL RESPONSES RECEIVED IN PART 3, CONTRACTOR ’S PROPOSAL]

**Application:** A computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Applications are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

**Average Daily Population (ADP):** The daily population summed for the entire month and divided by the number of days in the period of measurement.

**Blocked Call Numbers:** Phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by the County. These numbers are programmable into the ITS by the Contractor or OCSD. Contractor shall not delete, add, or change any restricted number without approval of OCSD.

**Call Detail Records (CDRs):** A data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction that passes through that facility or device.

**Collect Call:** A telephone call in which the calling party wants to place a call at the called party's expense.

**Contractor:** The Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

**Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users, review, receive, upload, create or modify using the Software and/or Hardware pursuant to this Contract, including but not limited to telephone call and visitation recordings and debit and commissary account information, whether originating, stored, or transmitted to or from local, state, or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Non-Public Data is information considered to be privileged or confidential in nature and not subject to public availability. Personal Data is personal information, as defined by Civil Code Section 1798.3.

**Data Breach:** Any access, destruction, loss, theft, use, or disclosure of Data by an authorized or unauthorized party that is in violation of applicable state or federal law.

**Documentation or Documents:** Manuals and other materials necessary or useful to the County in its use or maintenance of the Equipment, Hardware, Software, or services provided hereunder. Manuals and other materials customized for the County hereunder constitute Work Product, excluding Contractor's proprietary manuals and materials.

**Dual-Tone Multifrequency (DTMF):** A telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications devices and switching centers.

**End-User Payment Options or Electronic Trust Account Deposit User Application:** The process and system to be established by the Contractor so inmates may pay for Inmate Telephone System (ITS) and Tablet services through multiple funding methods. End-user payment options will include a process for payment with inmate funds, including transfer from their trust/commissary account, telephone funding (both live agent and automated), and online funding through Contractor's website and mobile application.

**Equipment:** The necessary items, physical resources and implements used in providing the telecommunication services contained in this Contract, including but not limited to Hardware and Machines/Devices.

**Hardware:** Usually refers to equipment, machines, devices, parts, and other physical components of a computer, telephone, or other electronic systems, and is contrasted with Software.

**Human Error:** Any action or inaction on the part of a contractor's employee, agent, subcontractor, reseller, third party or affiliate that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work.



**Incident:** An event or occurrence that prevents the accomplishment of the Software, Hardware, or System's intended functions per the Contract terms, including the services specified in the Scope of Work, and security incidents, data breaches, technical failures, or human error.

**Inmate Telephone System (ITS):** The total system for providing calling services to inmates, which includes equipment, hardware, software, telephones.

**Inmate Communication Services (Services):** All of the services to be provided by the Contractor including the ITS, installation, connectivity, streaming ability, maintenance, support services, storage, security, training, and all other services and items included in the Contract.

**Interlata:** Refers to a call that originates from one Local Access and Transport Area (LATA) and terminates within another.

**Interstate:** Refers to a call from one state to another state or U.S. territory.

**Intralata:** Refers to a call that both originates and terminates within the same LATA.

**Intrastate:** Refers to a call that both originates and terminates within the same state.

**Jail Management System (JMS) -** The software management system in use at the correctional facilities. The current County JMS is County designed, deployed, and maintained.

**Local Access and Transport Area (LATA):** A geographic market or region within which telephone calls are routed. LATAs are typically identified by numeric code.

**Machine or Device:** An individual unit of a System, which may be separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcodes, and special features installed thereon, and including any necessary Software.

**Maintenance Services or Maintenance or Support:** Assistance, repair, and/or modification of Software or Hardware after delivery to correct faults or errors, delete obsolete capabilities, and/or enhance or improve capabilities, performance or other attributes, as specified in the Scope of Work.

**Payment Kiosks:** Kiosks for the lobbies in County Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit and commissary accounts and receive court fines/fees from the public.

**Portable Document Format (PDF):** A format used to display documents in an electronic form independent of the software, hardware or operating system they are viewed on.

**Personal Identification Number (PIN):** An inmate specific, unique numeric identification number used to complete telephone calls within the inmate telephone system (ITS).

**Personal Allowable Number (PAN):** A pre-determined maximum number of allowed/approved telephone numbers that an inmate is allowed to call.

**Private Call Numbers:** Phone numbers that have been specifically approved and identified by the County or the Court and when called cannot be audibly monitored.

**Security Incident:** The unauthorized access or misuse of the service by authorized users or third parties not under Contractor's control to Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.

**Software:** Refers to programs, routines, applications or other operating information used by a computer or electronic system, and is contrasted with Hardware.

**Streaming Services:** Movies, music, games and other activities and services where access for use is provided through the intranet for a fee paid by the inmate.

**System:** The complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

**Tablets:** A mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee-based services and access to content including books, movies, music and games.

**Technical Failure:** A malfunction in the Contractor-supplied Hardware or Software that prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the Hardware prevents the accomplishment of the Hardware's intended functions and services specified in the Scope of Work. A malfunction of the Software prevents the accomplishment of intended services even though the Hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the Hardware or Software.

**Telecommunications Device for the Deaf (TDD):** An electronic telecommunications device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

**Telephones:** The telephones used by inmates for calls, including wall mounted, roll around and TDD phones.

**Unbillable Number:** A phone number that Contractor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmate's debit account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

**Users:** Any County staff, inmate, or end user that would be using the technologies described herein.

**Video Relay Services (VRS):** A form of Telecommunications Relay Service that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text.

**Video Visitation Solution (VVS):** The system for providing either on-site or remote video visitation services to inmates, which includes equipment, hardware, software.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance: Unless otherwise agreed to in writing by County, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County.
- G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor

to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Including Sexual Misconduct	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made

Technology Errors & Omissions

\$1,000,000 per claims-made

\$1,000,000 aggregate

#### Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

County's Entitlement to Greater Coverage. If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause

of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants those services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not



limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- CC. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- DD. Revenue Contract: This is a revenue contract. The County shall not be responsible for any payments to Contractor for the good/services provided to the County hereunder. Contractor payments to the County shall be made in accordance with Attachment C "Revenue Sharing and Cost Recoupment." Payments made to the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

#### Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for seven (7) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
13. Conditions Affecting Work: The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.
14. Data – Title To and Use: All materials, documents, data or information obtained from the County data files or any County medium furnished to or accessible by the Contractor in the performance of this contract ("County Data") will at all times remain the property of the County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in all County Data.
  - a. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor shall not access County user accounts or County Data, except: (1) in the course of the provision of services/operations of the Mobile Fingerprint ID Solution systems, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) as required by law. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any thirdparty unless the County gives prior express written consent and Contractor binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein.
  - b. Unauthorized use of County Data by Contractor, its officers, directors, employees, or agents, or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" includes, but is not limited to: (1) using for any purpose other than as required under this Contract in connection with providing the services hereunder; (2) disclosing, selling, assigning, leasing, or otherwise providing to third parties; (3) modifying or merging it with other Data; (4) Data mining or processing of Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized; (5) using the Data in any way after completion or termination of this

contract without the express written consent of the County; or (6) doing (or refraining from doing) any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing.

- c. All County Data, including copies, must be promptly returned or delivered to County upon County's written request or upon expiration or termination of this Contract, pursuant to Paragraph 24 of Additional Terms and Conditions ("Termination—Orderly"). Contractor shall provide a notarized written statement to County certifying that all County Data has been returned or delivered to County, and that no County Data has been retained by Contractor, unless permitted by law.

- 15. Reprourement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

- 16. Disputes – Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 17. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project

manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

18. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

19. Contractor Personnel – Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and

- ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Payroll\\_Taxes/FAQ-California\\_Independent\\_Contractor\\_Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm)

21. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Global Tel*Link Corporation dba ViaPath Technologies 3120 Fairview Park Drive, Suite 300 Falls Church, VA 22042 Attention: Claudia Regen 3120 Fairview Park Drive, Ste 300 Falls Church, VA 22042
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For County: County of Orange  
Sheriff-Coroner Department/Purchasing Unit  
320 N. Flower St  
Santa Ana, CA 92703  
Attention: Lorena Quirarte, Supervising PCS  
Email: [lquirarte@ocsheriff.gov](mailto:lquirarte@ocsheriff.gov)

County of Orange  
Sheriff-Coroner Department/Inmate Services Division  
1530 S. State College Blvd  
Anaheim, CA 92806  
Attn: Buffy O'Neil  
Email: [boneil@ocsd.ocsheriff.gov](mailto:boneil@ocsd.ocsheriff.gov)

23. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
24. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
25. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
26. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract
27. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract

a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

28. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
29. Security Requirements:
  - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
    1. Perform background checks as to past employment history.
    2. Inquire as to past criminal felony convictions.
    3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
    4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
  - B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
    1. Inability or unwillingness to perform in a competent manner.
    2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
    3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
    4. Usage of illegal controlled substances as defined by federal law.
  - C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
  - D. Nothing herein shall render any employee of Contractor an employee of County.
  - E. The Contractor's Personnel Requirements – All employees must pass the County's background check and meet all requirements as set forth below:



1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. General Security Requirement-At Worksite:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. Potential Delays/Interruptions:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable

adjustment in time or additional compensation for this time will be considered.

30. **Liquidated Damages:** It is agreed by and between Contractor and the County that if this Contract is not correctly and completely performed on time and within the terms of the Contract, substantial injury and damages will be sustained by the County. Said injury and damages include any additional costs resulting from a delay in scheduled time frames by Contractor or inability of the goods and/or services to function properly and/or in accordance with the requirements contained in this Contract. Since it is and will be impractical and extremely difficult to quantify with certainty the actual injury and damages that the County will sustain by reason of Contractor's failure to meet certain requirements correctly and on time, it is therefore agreed that Contractor will pay to the County liquidated damages as set forth herein for each and every day of delay or failure. Any liquidated damages will be invoiced by County to Contractor. Payments for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If this Contract is not correctly and completely performed within the times set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

LIQUIDATED DAMAGES	
Description	Amount
<b>ITS</b> Any changes to the monthly collect call threshold; all changes must be approved by County prior to implementation.	\$350.00 per day from the day the unauthorized change was implemented through the date Contractor discontinues the unapproved fees and/or charges.
<b>ITS</b> Instances where Contractor does not follow County's direction for the configuration of private call numbers on an individual or bulk basis or timely response and reporting to County associated with private number requests.	\$1,000.00 per occurrence
<b>Tablets</b> Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	\$1,000 per occurrence
<b>Tablets</b> Failure to maintain adequate inmate to Tablet ratio for more than 60 days (2 months) under circumstances within Contractor's control.	\$1,000 per month after 60 days and until the adequate ratio is met.

<p><b>All Inmate Communication Services</b>  With the exception of applicable taxes and fees required by law and/or regulation, any charges/fees added to the called party's bill or account or inmate without the express written consent of County.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p>
<p><b>All Inmate Communication Services</b>  Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor, including allowing access to unauthorized wireless networks.</p>	<p>\$2.00 per completed, unauthorized free call.</p>
<p><b>All Inmate Communication Services</b>  Remote access to the ITS, VVS or Tablet user application not provided at the time of initial implementation.</p>	<p>\$500.00 per month for each user application not provided by the due date specified.</p>
<p><b>All Inmate Communication Services</b>  Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in <b>Attachment A, Section A (General Conditions)</b>. If the revenue share payment is late, reporting is late, and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Authorized Representative, or such discrepancy is subject to late charges as described and/or termination of this Contract at the sole discretion of the County and/or any legal course of action the County elects to pursue.</p>	<p>5% per month of the revenue share amount due for any revenue payment not received by the due date.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in <b>Attachment A, Section A (General Conditions)</b>.</p> <p>\$100.00 per day for any daily CDR reports not submitted by Contractor or for each day where the CDR report does not contain all of the fields and information identified in <b>Attachment A, Section A (General Conditions)</b>.</p>
<p><b>All Inmate Communication Services</b>  Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users, to the extent, and after exertion of commercially reasonable due diligence efforts, contact information for such end-user is known to Contractor, or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).</p>
<p><b>All Inmate Communication Services</b>  Any bill types, transactions, or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.</p>	<p>\$500.00 per day for each day the bill type, transaction, or applications is implemented or removed.</p>

<b>All Inmate Communication Services</b> Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.	\$500.00 per day for each day after the agreed-upon date until the installation is complete.
<b>All Inmate Communication Services</b> Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
<b>All Inmate Communication Services</b> When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.	\$1,000.00 per occurrence.
<b>All Inmate Communication Services</b> Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Contractor.	\$500.00 per occurrence.

31. Licenses and Adherence to Laws: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.
32. Subcontractors: Any subcontractor selected for work associated with this contract shall be licensed in the State of California in his/her/its particular field. The Contractor is prohibited from entering into a contract with any subcontractor if the subcontractor is ineligible to bid, work or be awarded a contract pursuant to California Labor Code Sections 1777.1 or 1777.7. By an appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the work to be performed by subcontractor, to be bound to the Contractor in terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract, assumes toward the County. Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as it is for the acts and omissions of itself and of persons directly or indirectly employed by it and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

33. Bonds: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract, and one (1) surety bond in the amount of one hundred percent (100%) of the value of the Contract, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bonds shall be in the form provided in the Contract (Attachment H) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds).

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

34. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar

week, except as provided herein. Contractor shall forfeit to COUNTY \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provides in part:

- A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

- 35. State Funds- Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

36. Contractor Responsibility: Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general, specific and local conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve him/her/it from responsibility for successfully performing the work without additional expense to County. County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

Contractor shall carefully study and compare all drawings, specifications, and other instructions to identify any errors, inconsistencies, omissions, ambiguities, interference, etc., and shall, at once, report to the County any and all errors, inconsistencies, omissions, ambiguities, interference, etc., in a timely manner, before it is a problem. Contractor is responsible for all such problems which are known or should have discovered by a reasonably diligent review, and performance which are known or should have known is inconsistent with the general design concept or with industry standards.

38. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County Data at any time. Contractor shall safeguard the confidentiality, integrity, security, and availability of County Data. To this end, Contractor shall comply with the following conditions:
- a. In addition to any other rights and obligations set forth in the Contract in Paragraph S (“Confidentiality”) and Paragraph T (“Compliance with Laws”) of the General Terms and Conditions, and in the Scope of Work, the Contractor shall comply as required with:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
    - ii. NIST Special Publication 800-53 Revision 4 or its successor.
    - iii. Privacy provisions of the Federal Privacy Act of 1974.
    - iv. PCI DSS
  - b. Contractor must keep and maintain Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other Data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing.
  - c. Excluding uses related to Contractor’s performance herein, at no time shall any Personal Data and Non-Public Data or processes which either belong to or are intended for the use of County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the County except as permitted in Paragraph 14 (“Data – Title To and Use”).
39. Security Incident, Data Breach, Technical Failure, Human Error:
- a. Notwithstanding any other obligations Contractor may have under applicable law, Contractor



agrees to notify the County within the earlier of either forty-eight (48) hours after discovery or reasonable belief of any security incident, data breach, technical failure, or human error (collectively "Incident(s)"), or two (2) hours after Contractor's validation of an actual or suspected Incident(s). Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report.

Contractor's notification shall identify:

- i. The nature of the Incident(s);
  - ii. Any Data accessed, used, lost, modified, or disclosed;
  - iii. Any other impact the Incident(s) may or will have on County or individuals;
  - iv. The person(s) who accessed, used, lost, modified, or disclosed and/or received Data (if known);
  - v. What Contractor has done or will do to quarantine and mitigate the Incident(s), provided, however, that if the resolution path is unknown at the time notice is provided, Contractor shall promptly advise County that the resolution path is unknown and Contractor shall immediately work to determine the resolution path;
  - vi. Expected resolution time, if known at the time of notice; and
  - vii. What corrective action Contractor has taken or will take to prevent future Incident(s).
- b. Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
- c. Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
- d. If the Contractor causes or knowingly experiences a breach of the security of the Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager, County's Security Contact, and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e. Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
- f. After any significant Data loss or as a result of any disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data or services, Contractor shall notify County by fastest means available and in writing, within the earlier of either twenty-four (24) hours after Contractor reasonably believes there has been such a Data loss, Data Breach, disaster, or catastrophic failure, or two (2) hours after Contractor's validation of an actual or suspected disaster or catastrophic failure. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall inform County of its preliminary assessment of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor will, at its expense, have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's

receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

40. Incident Resources: In addition to the other obligations that Contractor may have under the Contract, including Contractor's responsibilities for certain costs in connection with Incidents as provided in Paragraph 41 of Additional Terms and Conditions ("Incident Costs"), Contractor shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom:
- a. Assist in the identification of affected Persons and relevant jurisdictions;
  - b. Allocate resources and training to manage inquiries;
  - c. Provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances;
  - d. Promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and,
  - e. Undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all correction actions taken.
  - f. Supplier shall not make any announcement or publish or otherwise authorize any broadcast of any notice or information about an Incident without the prior written consent of and prior written Approval by the County of the content, media and timing of any such announcement, publication, or broadcast.
41. Incident Costs: If an Incident results from Contractor's acts or omissions and County determines notice of the Incident is required to be provided to affected persons, Contractor shall provide the notification assistance described in Paragraph 40 of Additional Terms and Conditions ("Incident Resources") at no cost to County, including actions necessary to provide notices as required by law. Contractor will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Incident primarily caused directly or indirectly by Contractor, including the mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Incident. In the event there are damages and/or expenses, including attorney's fees, which Contractor is obligated to pay and pays under this section, and it is finally determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Contractor for such damages and/or expenses, including attorney's fees, paid by Contractor in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, finally determined to be attributed to the County.
42. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor. The County and the Contractor shall share responsibilities, as set forth in Attachment [TBD].
43. Security Failures: County has the right to immediately terminate this Contract with cause pursuant to Paragraph K ("Termination") of General Terms and Conditions if County in its sole discretion determines there is a Security Failure. A Security Failure means Contractor or its subcontractors, or the employees or agents of the foregoing, does not meet the security requirements of this Contract, including any backup, disaster recovery, or other policies, practices, or procedures related to security of County Data and County Resources. The remedy provided in this paragraph is not exclusive and is

in addition to any other rights and remedies provided by law or under this Contract.

44. Inspection, Acceptance, Testing and Reporting:

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering goods and/or services under this Contract and will tender to the County only those goods and/or services that have been inspected and found to confirm to this Contract's requirements. The Contractor will keep records evidencing inspections and their result and will make these records available to the County during Contract performance and for three (3) years after final payment. The Contractor shall permit the County to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
- b. Monthly Inspections/Testing: The Contractor shall be required to schedule and conduct monthly quality assurance inspections and/or testing on all equipment, as outlined in **Attachment A, Section C (Customer Service)**, to ensure that: (a) the recorded messages played during telephone calls are functioning properly and are heard by both the inmate and the call recipient; (b) the list of private call numbers is up-to-date and such calls are not being monitored or recorded; and (c) the PIN features are working properly.
- c. Monthly Reporting: As outlined in **Attachment A, Section C (Customer Service)**, a description of the actions taken by Contractor during the monthly inspection and/or testing, as well as the results thereof, shall be documented in a written and/or verbal report to the County Project Manager, as may be requested by the County, no later than the 10<sup>th</sup> day of each month.
- d. All goods and/or services may be subject to inspection and test by the County or its authorized representatives. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. Final inspection, test and acceptance by the County may be made at destination, notwithstanding any payment or inspection at the source. County may rely on Contractor's existing quality assurance system as a substitute for County inspection and testing.

45. Compatibility of Resources: All Services, software, assets, hardware, equipment, and other resources and materials provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with this Contract, (collectively, the "Contractor Resources") must be successfully and fully integrated and interfaced by Contractor and must be compatible with all applicable County software, hardware, systems, items, and other resources owned by or leased or licensed to County or that are provided to County by third party contractors (collectively, the "County Resources"). To the extent any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with the County Resources, Contractor is responsible for the development or modification of such interfaces and for such integration, and all such activities are deemed to be Services within the scope of this Contract.

46. Documentation:

- a. The Contractor agrees to provide to the County, at no charge, all Documentation as described within **Attachment A, Scope of Work**, and updated versions thereof, which are necessary or useful to the County in its use of the goods and/or services provided hereunder. At no additional charge to County, Contractor shall provide County with electronic copies of Documentation developed for County pursuant to this Contract (or otherwise required to be provided to County under this Contract and which Contractor is authorized to provide) in an editable format, as requested by County, to enable County to fully utilize, as permitted under this Contract, the goods and/or services. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b. The Contractor agrees that the County may reproduce Documentation for its own use in

maintaining the goods. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the goods to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

47. **Corrective Action:** In the event any goods and/or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the goods or performance of services without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor in the provision of similar goods or services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.
48. **Notice Regarding Other Jurisdictions:** Contractor shall promptly notify the County Project Manager and County Counsel upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar inmate/prisoner telecommunication services in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar inmate/prisoner communication services; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Notice to County Counsel shall be provided to:

Leon Page  
Orange County Counsel  
333 W. Santa Ana Blvd., Ste. 407  
P.O. Box 1379  
Santa Ana, CA 92702

49. **Legal Requests and Appearances**
- a. **Responding to Legal Requests:** Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within one business day after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.
- b. **Personal Appearances:** Upon request by the County, Contractor shall make appropriate employees or agents available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee or agent performing official duties or because of the employee's or agent's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

50. Cyber Security Audits:

- a. Every Contract year, County may audit the Contractor's security standards, via a security questionnaire and corresponding written verification of the questionnaire with supporting documentation by Contractor (an "Audit").
- b. Contractor will provide to County upon request the most recent third-party SOC 2 Type 2 report. County may also have the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type 2 report requiring remediation as it pertains to the confidentiality, integrity, and availability of the County Data.
- c. In the event of a Level 1 Security Incident, Contractor's obligations to County under subsection (f) of paragraph 39, *supra*, shall apply.

-Signature Page to Follow-

**CONTRACT SIGNATURE PAGE**

The Parties hereto have executed this Contract# MA-060-21011490 for Inmate Communication Services on the dates shown opposite their respective signatures below

**Contractor\*:** Global Tel\*Link Corporation dba ViaPath Technologies

By: [Signature] Title: President and Chief Executive Officer  
Print Name: Deb Alderson Date: March 21, 2022

**Contractor\*:** Global Tel\*Link Corporation dba ViaPath Technologies

By: [Signature] Title: Chief Financial Officer and Treasurer  
Print Name: John Pitsenberger Date: March 21, 2022

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager  
Print Name: Frederick Kyle Rossow Date: 5-24-22

Approved by the Board of Supervisors: 5-24-22

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: [Signature]  
Deputy

## ATTACHMENT A

### SCOPE OF WORK

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services will be provided for the Sheriff and Probation; VVS, Tablets and payment kiosks will be provided for the Sheriff only.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to the Sheriff, Probation or the County. All cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state of the art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	DESCRIPTION
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international , pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.

1.004	Contractor shall provide booking and lobby/payment kiosks ("Kiosks") for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and commissary/trust accounts and receive court fines/fees from the public.
<b>SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING</b>	
2.001	Gross Revenue generated by and through the ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
2.002	Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
2.003	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from Sheriff Facilities must be approved by County prior to implementation.
2.004	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
2.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.006	For ITS, Contractor shall pay the greater of <b>\$83,333.33</b> MMG (\$999,999.96 annually), or the monthly revenue share amount of <b>64%</b> , calculated on Gross Revenue as defined in this section as specified in <b>Attachment A, Section L (Rates, Fess, and Revenue Share)</b> . The MMG/Revenue Share payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.007	County shall recoup from Contractor <b>\$50,000.00</b> monthly for certain administrative and operational expenses ("Administration Fee") in connection with the provision of inmate communication services as specified in <b>Attachment A, Section L (Rates, Fees, and Revenue Share)</b> . The Administration Fee shall be due and payable on or before the 15th of each month.
2.008	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.009	Notwithstanding the foregoing, Gross Revenue does not include the following items:
2.010	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.



2.011	A “Free” call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue-share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue-share to County. Unauthorized free calls are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
2.012	Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
2.013	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e., Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
2.014	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Contractor can bill or collect revenue on the call.
2.015	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.016	Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue-share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in <b>Section A (General Conditions)</b> .
2.017	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.018	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.019	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this <b>Section A (General Conditions)</b> .
2.020	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.021	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.

<b>2.022</b>	Contractor shall provide monthly revenue share and Administration Fees and traffic detail reports to County via these methods:
<b>2.023</b>	County requests that all payments be sent via wire transfer; and
<b>2.024</b>	Contractor shall send the traffic detail reports electronically in Comma Separated Values (CSV) format.
<b>2.025</b>	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
<b>2.026</b>	Facility Name;
<b>2.027</b>	Facility Identification Number;
<b>2.028</b>	Facility Address (Street, City, State and Zip);
<b>2.029</b>	Automatic Number Identifier;
<b>2.030</b>	Inmate Telephone Station Port/Identifier;
<b>2.031</b>	Inmate Telephone Location Name;
<b>2.032</b>	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
<b>2.033</b>	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
<b>2.034</b>	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
<b>2.035</b>	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
<b>2.036</b>	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
<b>2.037</b>	International Calls, Minutes Gross Revenue (Per Inmate Telephone);
<b>2.038</b>	Revenue Share Rate (%);
<b>2.039</b>	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
<b>2.040</b>	Traffic Period and Dates.
<b>2.041</b>	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.
<b>2.042</b>	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.
<b>2.043</b>	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from Sheriff facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:
<b>2.044</b>	Facility Name;
<b>2.045</b>	Facility Identification Number;
<b>2.046</b>	From ANI;
<b>2.047</b>	To ANI;
<b>2.048</b>	Batch Number / ID;
<b>2.049</b>	From City;
<b>2.050</b>	From State;
<b>2.051</b>	To City;
<b>2.052</b>	To State;

2.053	Station Port/Identifier;
2.054	Phone Name or Location;
2.055	Inmate Name;
2.056	Inmate Identification Number;
2.057	Personal Identification Number;
2.058	Pre-Paid Card Identification Number;
2.059	Revenue Period;
2.060	Call Start (yymmdd; mmss);
2.061	Call End (yymmdd; mmss);
2.062	Seconds;
2.063	Call Type (e.g. local, etc.);
2.064	Bill Type (e.g. free, collect, etc.);
2.065	Call Cost;
2.066	Tax;
2.067	Validation Result;
2.068	Termination Reason;
2.069	LIDB Status/Code; and
2.070	Completion/Accept Indicator.
2.071	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.072	Facility Identification Number;
2.073	Date;
2.074	County Identification Number;
2.075	To ANI;
2.076	Billed Account;
2.077	Transaction Type;
2.078	Bill Type;
2.079	Fee Type;
2.080	Instance Type; and
2.081	Fee Amount.
2.082	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .

### SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING

3.001	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
3.002	Notwithstanding the foregoing, Gross Revenue does not include the following items:
3.003	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.004	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.005	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
3.006	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
3.007	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
3.008	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.009	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
3.010	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.
3.011	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.012	Facility Name;
3.013	Facility Identification Number/Site Identification Number;

3.014	VVS Station Identifier;
3.015	VVS Station Location Name;
3.016	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.017	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.018	Revenue Share (Per VVS Station);
3.019	Total Video Visitation Sessions, Minutes Gross Revenue; and
3.020	Traffic Period and Dates.
3.021	Contractor shall pay <b>25%</b> , calculated on Gross Revenue as defined in this section as specified in <b>Attachment A, Section L (Rates, Fess, and Revenue Share)</b> . Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
<b>SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING</b>	
4.001	Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.

4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay <b>25%</b> , calculated on Gross Revenue as defined in this section as specified in <b>Attachment A, Section L (Rates, Fess, and Revenue Share)</b> . Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.
4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
<b>SUBSECTION 5 - RATE REQUIREMENTS</b>	

5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in <b>Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment)</b> and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b>
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.
5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.
5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in <b>Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment)</b> .
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

## SECTION B - USER BILLING AND PAYMENTS

### SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.

1.002	Contractor shall issue refunds to end-users of any inmate communication services for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in <b>Additional Terms and Conditions #30</b> . County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.
1.010	County's commissary is self-administered. The ITS, VVS, and Tablets shall be capable of interfacing with the County's commissary application or JMS for ease of transferring money from the inmate's trust account to the ITS debit account upon inmate request for the use of all inmate communication services, as well as refunding any unused funds to the trust account upon the inmate's release. All commissary and/or JMS interfaces will need to be activated during the initial implementation. Method for transferring funds shall be through either file transfer or interactive voice response (IVR), at County's election. County does not currently utilize inmate-funded debit.
1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in <b>Section I (Facility Specifications)</b> . County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County.
<b>SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS</b>	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues. Such refunds shall not be deducted from Gross Revenue as defined in <b>Section A (General Conditions)</b> .
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
<b>SUBSECTION 3 - TABLET ACCESS CHARGES</b>	



3.001	To complete the reporting and revenue share process outlined in <b>Section A (General Conditions)</b> , Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
<b>SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION</b>	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

<b>SECTION C - CUSTOMER SERVICE</b>	
<b>SUBSECTION 1 - MAINTENANCE</b>	
<b>REQUIREMENT NUMBER</b>	<b>DESCRIPTION</b>
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Contractor shall provide County with 3 dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .

<b>1.007</b>	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
<b>1.008</b>	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
<b>1.009</b>	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in <b>Additional Terms and Conditions #30</b> , if a service problem is not resolved within the specified cure period.
<b>1.010</b>	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
<b>1.011</b>	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or Kiosk services shall be reported by Contractor to County promptly.
<b>1.012</b>	Contractor shall provide County with ITS, VVS, Tablet and Kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

## SECTION D - GENERAL INSTALLATION REQUIREMENTS

### SUBSECTION 1 - STANDARDS

REQUIREMENT NUMBER	DESCRIPTION
<b>1.001</b>	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.
<b>1.002</b>	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.
<b>1.003</b>	Contractor shall comply with the BSCC Title 15 Minimum Standards.

### SUBSECTION 2 - IMPLEMENTATION

<b>2.001</b>	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and Kiosks within 10 days of the execution of this Contract.
<b>2.002</b>	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in <b>Section I (Facility Specifications)</b> . Implementation plan(s) has been incorporated as <b>Attachment E</b> of this Contract and must be followed.
<b>2.003</b>	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.

### SUBSECTION 3 - TRANSITION REQUIREMENTS

<b>3.001</b>	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
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<b>3.002</b>	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
<b>3.003</b>	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue share/Administration Fees will be due and payable by Contractor to County at the percentage provided in the Contract until inmate communication services are no longer handled by Contractor.
<b>3.004</b>	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
<b>SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS</b>	
<b>4.001</b>	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
<b>4.002</b>	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in <b>Section I (Facility Specifications)</b> .
<b>4.003</b>	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
<b>4.004</b>	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
<b>4.005</b>	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
<b>4.006</b>	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
<b>4.007</b>	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
<b>4.008</b>	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.

<b>4.009</b>	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
<b>4.010</b>	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
<b>4.011</b>	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
<b>4.012</b>	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
<b>4.013</b>	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
<b>4.014</b>	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
<b>4.015</b>	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
<b>4.016</b>	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
<b>4.017</b>	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
<b>SUBSECTION 5 - SECURITY</b>	
<b>5.001</b>	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
<b>5.002</b>	All Contractor employees will comply with County's policies and procedures.
<b>5.003</b>	Entry to the Facilities is subject to the approval of the County.
<b>SUBSECTION 6 - TRAINING</b>	
<b>6.001</b>	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
<b>6.002</b>	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.
<b>6.003</b>	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.

## SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS

<b>7.001</b>	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
<b>7.002</b>	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
<b>7.003</b>	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in <b>Additional Terms and Conditions #30</b> .
<b>7.004</b>	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
<b>7.005</b>	Circuit/network testing;
<b>7.006</b>	Configuration / setting preservation testing;
<b>7.007</b>	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
<b>7.008</b>	VVS: video visitation session quality and scheduling application;
<b>7.009</b>	Tablets: access to all transactions, applications and applicable purchase processes; and
<b>7.010</b>	Access to all inmate communication service user applications.
<b>7.011</b>	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
<b>7.012</b>	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
<b>7.013</b>	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.
<b>7.014</b>	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
<b>7.015</b>	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
<b>7.016</b>	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
<b>7.017</b>	All said changes shall be made by Contractor at no cost to the County.

## SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS	
REQUIREMENT NUMBER	REQUIREMENT TYPE
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in <b>Section I (Facility Specifications)</b> .
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: <b>"NOTICE! Telephone calls will be recorded and may be monitored."</b> Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.
1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in <b>Additional Terms and Conditions #30</b> .
SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS	
2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.
2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.

<b>2.005</b>	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
<b>2.006</b>	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
<b>2.007</b>	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
<b>2.008</b>	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
<b>2.009</b>	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
<b>2.010</b>	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin.
<b>2.011</b>	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
<b>2.012</b>	If either the inmate or the call recipient fails to press "1", the call will be terminated.
<b>2.013</b>	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
<b>2.014</b>	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
<b>2.015</b>	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
<b>2.016</b>	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or



<b>2.017</b>	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
<b>2.018</b>	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
<b>2.019</b>	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex at the initial time of booking only.
<b>2.020</b>	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
<b>2.021</b>	Following the dialing sequence, Contractor shall configure the ITS to either:
<b>2.022</b>	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
<b>2.023</b>	Place the inmate on-hold and not permit the inmate to hear the call progress.
<b>2.024</b>	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
<b>2.025</b>	The ITS shall be capable of processing and completing international prepaid collect calls.
<b>2.026</b>	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
<b>2.027</b>	Inmate Name (First, Last);
<b>2.028</b>	Inmate Personal Identification Number;
<b>2.029</b>	Record Identifier;
<b>2.030</b>	Date Range (Start Date/Time and End Date/Tim);
<b>2.031</b>	Facility;
<b>2.032</b>	Called Number;
<b>2.033</b>	Originating Number;
<b>2.034</b>	Station Name;
<b>2.035</b>	Call Type;
<b>2.036</b>	Bill Type;
<b>2.037</b>	Duration;
<b>2.038</b>	Call Amount;
<b>2.039</b>	Flagged Calls;
<b>2.040</b>	Monitored Calls;
<b>2.041</b>	Recording Type;



<b>2.042</b>	Completion Type;
<b>2.043</b>	Termination Type;
<b>2.044</b>	Validation Result;
<b>2.045</b>	Pre-Paid Card Number;
<b>2.046</b>	Phone Group(s);
<b>2.047</b>	Visitation Phone(s); and
<b>2.048</b>	Custom Search.
<b>2.049</b>	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
<b>2.050</b>	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
<b>2.051</b>	Call Statistics by Date Range;
<b>2.052</b>	Frequently Called Numbers;
<b>2.053</b>	Frequently Used Personal Identification Numbers;
<b>2.054</b>	Commonly Called Number;
<b>2.055</b>	Call Detail Report;
<b>2.056</b>	Gross Revenue Report by Date Range;
<b>2.057</b>	Facility Totals and Statistics;
<b>2.058</b>	Called Party/Number Accepting Report;
<b>2.059</b>	Fraud/Velocity Report;
<b>2.060</b>	Total Calls;
<b>2.061</b>	Personal Allowable Numbers (PAN) Report;
<b>2.062</b>	Pre-Paid Card Report;
<b>2.063</b>	Debit Usage Report;
<b>2.064</b>	Debit Balance and Funding Report;
<b>2.065</b>	Pre-Paid Card Balance Report;
<b>2.066</b>	Bill and Call Type Distribution;
<b>2.067</b>	Phone Usage;
<b>2.068</b>	Reverse Look-Up;
<b>2.069</b>	User Audit Trail; and
<b>2.070</b>	Voice Verification.
<b>2.071</b>	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
<b>2.072</b>	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.

2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;
2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in <b>Section I (Facility Specifications)</b> ; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.

<b>2.091</b>	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
<b>2.092</b>	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
<b>2.093</b>	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
<b>2.094</b>	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
<b>2.095</b>	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
<b>2.096</b>	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
<b>2.097</b>	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
<b>SUBSECTION 3 - ITS SECURITY FEATURES</b>	
<b>3.001</b>	The ITS shall prohibit:
<b>3.002</b>	Direct-dialed calls of any type;
<b>3.003</b>	Access to a live operator for any type of calls;
<b>3.004</b>	Access to "411" information services;
<b>3.005</b>	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
<b>3.006</b>	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
<b>3.007</b>	The ITS shall prevent call collision or conference calling among telephone stations.
<b>3.008</b>	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
<b>3.009</b>	At demarcation location;
<b>3.010</b>	Central control; and
<b>3.011</b>	By select housing units.
<b>3.012</b>	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.

3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in <b>Section I (Facility Specifications)</b> .
<b>SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION</b>	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in <b>Section I (Facility Specifications)</b> . It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.

4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	PINs shall not be required for the Probation Facilities.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
<b>SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)</b>	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
<b>SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS</b>	
6.001	The ITS shall be capable of monitoring and recording all inmate calls, including VRS and TDD/TTY calls completed from inmate telephones and/or wall mounted devices, and visitation sessions from any telephone within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall not be configured to record calls at the Probation Facilities.
6.002	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.

<b>6.003</b>	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
<b>6.004</b>	Contractor shall perform bi-annual (June 1st and December 1st) reconciliations of all private call numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private call numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.
<b>6.005</b>	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g., live monitoring) via the ITS user application.
<b>6.006</b>	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
<b>6.007</b>	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
<b>6.008</b>	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum, the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below.
<b>6.009</b>	Call Start Time;
<b>6.010</b>	Facility;
<b>6.011</b>	Phone Location Name;
<b>6.012</b>	Inmate Name;
<b>6.013</b>	Inmate PIN;
<b>6.014</b>	Called Number;
<b>6.015</b>	Private/Attorney Call;
<b>6.016</b>	Called City, State;
<b>6.017</b>	Call Status; and
<b>6.018</b>	Alert.
<b>6.019</b>	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of 3 years following the expiration of the Contract.
<b>6.020</b>	All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of 3 years following the expiration or termination of the Contract and any renewal terms. In the event County requests call recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.
<b>6.021</b>	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.
<b>6.022</b>	Contractor shall provide remote access to the ITS at no cost to County.

6.023	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.024	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.025	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.026	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.027	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
6.028	The copying/burning application shall be internal to the ITS.
<b>SUBSECTION 7 - VOICEMAIL MESSAGING</b>	
7.001	Contractor shall implement inbound automated voicemail messaging up to 1 minute per message through the ITS to allow inmates to receive voicemails from friends and family.
7.002	Funding for inbound voicemail shall be through a pre-paid account setup by the end-user.
7.003	In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes:
7.004	Grievances;
7.005	Medical/dental requests;
7.006	File telephone complaints; or
7.007	Other requests options as determined by County (i.e. haircuts).
7.008	Fees and revenue share for inbound voicemail messaging are specified in <b>Attachment B, Rates and Fees</b> .
7.009	The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in <b>Section E (ITS Requirements)</b> . Voicemail messaging shall preserve the call controls configured in the ITS.

<b>SECTION F - VVS REQUIREMENTS</b>	
<b>SUBSECTION 1 - VIDEO VISITATION SERVICE</b>	
<b>REQUIREMENT NUMBER</b>	<b>DESCRIPTION</b>
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.

<b>1.003</b>	The VVS shall interface with the County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.
<b>1.004</b>	Contractor shall provide internet test capability to remote video visitors.
<b>1.005</b>	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
<b>1.006</b>	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
<b>1.007</b>	Contractor must have the capability to provide remote monitoring access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
<b>SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS</b>	
<b>2.001</b>	Contractor shall provide the County the number of VVS control workstation(s) specified in <b>Section I (Facility Specifications)</b> . The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
<b>2.002</b>	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in <b>Section I (Facility Specifications)</b> .
<b>2.003</b>	The VVS stations shall not include any removable parts.
<b>2.004</b>	The VVS stations shall include volume control.
<b>2.005</b>	VVS stations shall include picture-in-picture viewing.
<b>2.006</b>	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
<b>2.007</b>	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
<b>2.008</b>	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.



2.009	Contractor shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
2.010	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in <b>Additional Terms and Conditions #30</b> . Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
<b>SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING</b>	
3.001	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.
3.002	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;
3.016	Last Name;
3.017	Credit Card;
3.018	Email;

3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and
3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.
<b>SUBSECTION 4 - VVS USER APPLICATION</b>	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in <b>Additional Terms and Conditions #30</b> .
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;
4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);

4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration;
4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

#### **SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS**

5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session at the designated start time.
5.003	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.
5.004	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

### **SECTION G - TABLET REQUIREMENTS**

#### **SUBSECTION 1 - TABLET SPECIFICATIONS**

<b>REQUIREMENT NUMBER</b>	<b>DESCRIPTION</b>
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<b>1.001</b>	Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County allowing inmates to access Tablet services; County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for paying any amount(s) associated with the required interface(s).
<b>1.002</b>	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
<b>1.003</b>	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in <b>Additional Terms and Conditions #30</b> .
<b>1.004</b>	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in <b>Additional Terms and Conditions #30</b> . New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
<b>1.005</b>	Transactions by inmate;
<b>1.006</b>	Application usage by inmate;
<b>1.007</b>	Totals by inmate;
<b>1.008</b>	Totals by Tablet;
<b>1.009</b>	Daily, weekly and monthly statistics.
<b>1.010</b>	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
<b>1.011</b>	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
<b>1.012</b>	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
<b>1.013</b>	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
<b>1.014</b>	Clock;
<b>1.015</b>	Calendar;
<b>1.016</b>	Dictionary;
<b>1.017</b>	Calculator;

<b>1.018</b>	PDF documents approved by County;
<b>1.019</b>	PDF viewer;
<b>1.020</b>	Electronic submission of inmate requests;
<b>1.021</b>	Commissary purchases;
<b>1.022</b>	Debit purchases;
<b>1.023</b>	Trust account look-up;
<b>1.024</b>	Inmate handbook;
<b>1.025</b>	Inmate notices/bulletins; and
<b>1.026</b>	Court date/release information.
<b>1.027</b>	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.
<b>SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS</b>	
<b>2.001</b>	Contractor shall provide a minimum of a 2:1 inmate to tablet ratio at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in <b>Additional Terms and Conditions #30</b> . Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
<b>2.002</b>	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
<b>2.003</b>	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
<b>2.004</b>	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
<b>2.005</b>	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
<b>2.006</b>	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
<b>2.007</b>	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County.

<b>2.008</b>	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
<b>2.009</b>	Contractor shall provide County with the number of mobile charging stations as outlined in <b>Section I (Facility Specifications)</b> .
<b>SUBSECTION 3 - KIOSKS</b>	
<b>3.001</b>	Contractor shall provide touchscreen payment kiosks at the Sheriff Facilities to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.
<b>3.002</b>	Upon each completed transaction, the booking kiosk(s) shall print receipts and take a picture of the inmate. The booking kiosk shall be capable of providing (2) two copies of a receipt for every completed transaction - one to be provided to the inmate and one for the Facility.
<b>3.003</b>	During the life of the Contract, Contractor shall ensure no fees/charges are implemented for deposits made by inmates through the booking kiosk(s). County shall notify Contractor of any unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30</b> .
<b>3.004</b>	Contractor shall provide lobby payment kiosks at the Sheriff Facilities, as identified in <b>Section I (Facility Specifications)</b> for use by visitors to the Facilities as a supplement to the current cashier processes for receiving trust fund payments. The kiosks shall be no cost to the County. The kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
<b>3.005</b>	Contractor shall be responsible for all maintenance, collections, accounting, reporting and remitting of funds back to County for deposit into the appropriate inmate accounts.
<b>3.006</b>	Contractor agrees to provide cash collection services for the Kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
<b>3.007</b>	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
<b>3.008</b>	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
<b>3.009</b>	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
<b>3.010</b>	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
<b>3.011</b>	All fees/charges associated with the kiosks in <b>Attachment B, Rates and Fees</b> .
<b>3.012</b>	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.

<b>3.013</b>	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in <b>Additional Terms and Conditions #30.</b>
<b>SUBSECTION 4 - ELECTRONIC TRUST ACCOUNT DEPOSIT</b>	
<b>4.001</b>	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
<b>4.002</b>	Contractor shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
<b>4.003</b>	Contractor shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
<b>4.004</b>	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
<b>4.005</b>	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
<b>4.006</b>	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
<b>4.007</b>	Contractor's system shall have capability to allow County to query all transactions and data stored.
<b>4.008</b>	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
<b>4.009</b>	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
<b>4.010</b>	Deposits by inmate;
<b>4.011</b>	Deposits by sender;
<b>4.012</b>	Daily, weekly, and monthly statistics;
<b>4.013</b>	Totals by inmate;
<b>4.014</b>	Totals by kiosk;
<b>4.015</b>	Totals by Facility; and
<b>4.016</b>	Totals by transaction type.
<b>4.017</b>	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.

<b>4.018</b>	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
<b>4.019</b>	These services shall be provided to County at no cost.

<b>SECTION H - ADDITIONAL TECHNOLOGY</b>	
<b>SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM</b>	
<b>REQUIREMENT NUMBER</b>	<b>DESCRIPTION</b>
<b>1.001</b>	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.
<b>1.002</b>	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
<b>1.003</b>	Location;
<b>1.004</b>	Directions;
<b>1.005</b>	Visitation hours;
<b>1.006</b>	Inmate lookup;
<b>1.007</b>	Release dates;
<b>1.008</b>	Upcoming court dates; and
<b>1.009</b>	Bond inquiries.
<b>1.010</b>	The AITS shall make certain information available to inmates, including, but not be limited to:
<b>1.011</b>	Commissary balances;
<b>1.012</b>	Charges;
<b>1.013</b>	Court dates, including time and location; and
<b>1.014</b>	Bond amounts and types.
<b>1.015</b>	All information shall be made available at County's discretion.
<b>1.016</b>	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.
<b>1.017</b>	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
<b>1.018</b>	The AITS shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis.



	Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
<b>1.019</b>	County reserves the right to add or remove AITS at any time during the term of Contract.
<b>SECTION 2 - CELL PHONE DETECTION</b>	
<b>2.001</b>	Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
<b>2.002</b>	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
<b>2.003</b>	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
<b>SECTION 3 - VOICE-TO-TEXT TECHNOLOGY</b>	
<b>3.001</b>	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
<b>3.002</b>	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
<b>3.003</b>	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
<b>3.004</b>	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
<b>3.005</b>	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
<b>SECTION 3 - DEBIT RELEASE CARDS (Intentionally Left Blank)</b>	
<b>SUBSECTION 4 - VOICE BIOMETRICS</b>	
<b>4.001</b>	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
<b>4.002</b>	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
<b>4.003</b>	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate's voice print. Contractor shall work collectively with County on enrollment process

<b>4.004</b>	County shall have access to all voicemails via the ITS user application.
<b>4.005</b>	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.
<b>SUBSECTION 5 - DATA ANALYTICS</b>	
<b>5.001</b>	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
<b>5.002</b>	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
<b>5.003</b>	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

<b>SECTION I - FACILITY SPECIFICATIONS</b>			
<b>Data Category</b>	<b>Central Jail Complex</b>	<b>Theo Lacy Facility</b>	<b>Western Medical Ward</b>
Average Daily Population (ADP):	1,334	2,028	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable-Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (2:1 ratio as outlined in <b>Section G – Tablet Requirements</b> ):	907	1,721	0
Initial Number of Tablets Required at Installation (including 10% backstock):	734	1,115	0

Remaining Number of Tablets installed based on ADP capacity:	264	778	0
Required Charging Stations:	36	69	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking):	1	1	N/A
Required Kiosks (Registration)	1	1	N/A
Data Category	Juvenile Hall	Youth Guidance Center and Leadership Academy	INTENTIONALLY LEFT BLANK
Average Daily Population (ADP):	110	65	
Number of Beds:	325	325	
Facility Type:	Probation Facility	Probation Facility	
Inmate Type:	County	County	
Call Time Limit:	30 Minutes	30 Minutes	
Hours of Availability for Inmate Telephones:	07:00 p.m. - 08:30 p.m.	07:00 p.m. - 08:30 p.m.	
Hours of Availability for Booking Telephones:	N/A	N/A	
Inmate Telephones Required:	72	72	
Required Telephone Cord Length (Inmate Telephones):	18"	18"	
Visitation Telephones Required:	0	0	
Required Telephone Cord Length (Visitation Telephones):	N/A	N/A	
Portable-Phones Required:	N/A	N/A	
TDD Devices Required:	1	1	
VRS Units Required:	0	0	
Inmate Video Visitation Stations Required:	0	0	
Required Cord Length (Inmate Video Visitation Stations):	N/A	N/A	
Required VVS Control Workstations:	N/A	N/A	
Required Tablets:	0	0	
Required Charging Stations:	0	0	
Required Kiosks (Lobby):	0	0	
Cell Phone Detector Units:	TBD	TBD	
Required Kiosks (Booking):	N/A	N/A	
Required Kiosks (Registration)	N/A	N/A	

**ATTACHMENT B**  
**RATES AND FEES**

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES		
Category	Per Minute Rate	Maximum Cost of Call (30 Minutes)
Local/In-State, and Interstate		
Collect/Direct Bill/Debit/Pre-Paid Collect	\$ 0.07	\$ 2.10
International		
Collect/Direct Bill/Debit/Pre-Paid Collect	\$0.14 + applicable international wholesale carrier charges. International collect is not supported.	\$ 4.20 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	\$ 1.00 .	N/A
TDD Calls	\$ 0.00	N/A
ITS REQUIRED FEES		
Fee Type	Amount	Frequency
Pre-Paid Collect Funding Fee		
Third Party	Not to exceed \$6.95	Pass Through Only
REQUIRED VVS RATES		
Category	Per Minute Rate	Avg. Cost/Visit 30 Minutes
30-Minute Remote Video Visitation Session:	\$ 0.30	\$ 9.00
All Other Fees:	Not Allowed	
TABLET CONTENT ACCESS RATES		
Category	Fee Name	Fee Amount
Educational Content	N/A	\$ 0.00
Religious Content	N/A	\$ 0.00
Inmate Grievances/Requests	N/A	\$ 0.00
Law Library	N/A	\$ 0.00
Commissary Ordering	N/A	\$ 0.00
Electronic Messages (End-User)	Per-Message Fee	\$ 0.25
Video Messages (End-User)	Per-Message Fee	\$ 0.25
Entertainment Media - Games	Per-Minute Fee	\$ 0.05
Entertainment Media - Movies	Per-Minute Fee	\$ 0.05

Entertainment Media - Music	Per-Minute Fee	\$	0.05
Entertainment Media - Streaming	Per-Minute Fee	\$	0.05
<b>ELECTRONIC TRUST FUNDING FEES*</b>			
Cash Deposits (Lobby Kiosk)			
\$0.01-\$50.00		\$2.49	
\$50.01-\$200.00		\$2.95	
Web/Mobile/IVR Deposits			
\$0.01-\$100.00		\$3.99	
\$100.01-\$200.00		\$4.99	
Cash Walk-in-Retail			
\$0.01-\$200.00		\$3.95	

\* Cost recovery only and not factored into revenue share

**ATTACHMENT C**  
**REVENUE SHARING AND COST RECOUPMENT**

This is a Revenue Sharing Contract between the County and the Contractor for service provided in **Attachment A, Scope of Work**. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee (“MMG”) or a revenue share calculated on Gross Revenue, as defined in **Attachment A, Scope of Work, Section A (General Conditions)**, by the 15<sup>th</sup> of the month immediately following the month in which the revenue was earned.

In addition, Contractor shall pay the County \$50,000.00 per month as an administrative payment to recover County’s internal and external costs associated with management of inmate communications, which is due and payable on the 15<sup>th</sup> of each month concurrently with the monthly revenue.

Contractor and County shall evaluate Gross Revenue generated through all communications services annually, or more frequently if requested by the County, to identify fluctuations in Gross Revenue. Both parties agree to negotiate additional revenue share amounts in response to identified increases in Gross Revenue, but at no point throughout the life of the Contract shall the Revenue Share amounts fall below those identified below without written approval from the County. Upon execution of the Contract, Contractor and County shall establish a mutually agreed upon baseline of Gross Revenues for which to base subsequent annual evaluations off of.

Revenue Share and Administration Fee Payment		
Category	Amount	Frequency
ITS Revenue Share (%)	64%	Monthly
Inbound Voicemail Revenue Share (%)	50%	Monthly
VVS Revenue Share (%)	25%	Monthly
Tablet Media Revenue Share (%)	25%	Monthly
Monthly Administration Fee Payment	\$ 50,000.00	Monthly
ITS Monthly Minimum Guarantee	\$ 83,333.33	Monthly

Revenue share and administrative payments shall be sent by Contractor to the County at the following address:

County of Orange  
Sheriff-Coroner/Financial Services Division  
320 N Flower St., Suite 108  
Santa Ana, CA 92703  
Attn: Cindy Vuong  
Ph: 714.834.6787

**ATTACHMENT D**  
**COUNTY SUPPLIED ITEMS AND ASSISTANCE**

1. At County's sole discretion, County will furnish Contractor the following:
  - a. County will mail copies of the applicant's complete background packet.
2. The following items will be discussed in detail with County representatives in initial project kick-off meeting. These are in addition to general personnel support needs (e.g., participation in Project Planning meetings) included in the Implementation Plan. Since GTL ITS is already installed and functioning in Sheriff Facilities, the information and other support required from the County is greatly reduced from a new installation.

**Pre-Installation Logistics**

For each facility, the Sheriff will provide the following information:

- What clearance process must be completed for a site survey?
- What clearance process must be completed for an installation crew?
- What clearance process must be completed for a training/go-live crew?
- What hours are the installation crew permitted to be onsite?
- Does the facility permit overnight tool storage in a secure location within the facility?
- Does the facility permit parking of installation trailers in a secure location at the facility?
- What is the receiving and storage process of GTL-provided equipment? Can the Sheriff store equipment the week before and for the duration of the installation?

**LAN (Network Install and Testing)**

For each facility, the Sheriff shall provide the following information (in relation to new systems to be installed):

- Whether County has dark fiber or available copper from MDF to all IDF
- IDF locations along with space & power available and environmental conditions
- Whether IDF is within 300' cable run feet of the WAP and In-Pod Kiosk placements
- If existing cabling from IDF to living pods will be reused, what CAT specification is in place and how far from IDF?
- Whether Wireless Access Points & Flex Link in-pod kiosks can be installed with Power-Over-Ethernet (POE) provided from the switch in the IDF

**In-pod installation**

- Housing unit list with ADP, Bed Count, Classification, and relevant device (Kiosk, Tablet) Counts
- IDF will provide data and power via ethernet cabling to WAP and Kiosks. Any security requirements for installing WAP and Kiosks?
  - Any customer requirements for installing new or using existing devices?
  - Union requirements for cabling or for equipment install?
  - Code requirements?

3. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets and information.

**3. ATTACHMENT E  
IMPLEMENTATION PLAN**



**ATTACHMENT F**  
**SERVICE EXCALATION MATRIX**

<b>Priority 1</b>	<p>50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions, any data and/or security breach incidents, any system failure resulting in the recording of calls previously set as private/do not record, or any other condition that renders the system incapable of performing all its normal functions.</p> <ul style="list-style-type: none"> <li>• Response time is less than one (1) hour.</li> <li>• Resolution time is less than three (3) hours without site visit.</li> <li>• Resolution time is less than six (6) hours with a site visit.</li> </ul>
<b>Priority 2</b>	<p>25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the site's ability to conduct normal business. The sequestration of call recordings to private call numbers not previously verified as private/do not record, but who have since been verified as belonging to an attorney.</p> <ul style="list-style-type: none"> <li>• Response time is less than two (2) hours.</li> <li>• Resolution time is less than six (6) hours without site visit.</li> <li>• Resolution time is less than ten (10) hours with a site visit.</li> </ul>
<b>Priority 3</b>	<p>0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business</p> <ul style="list-style-type: none"> <li>• Response time is less than two (2) hours.</li> <li>• Resolution time is less than six (6) hours without a site visit.</li> <li>• Resolution time is less than fourteen (14) hours with a site visit.</li> </ul>
<b>Priority 4</b>	<p>Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical.</p> <ul style="list-style-type: none"> <li>• Response time is less than four (4) business hours.</li> <li>• Resolution time is less than twenty-four (24) business hours w/o site visit.</li> <li>• Resolution time is less than twenty-four (24) business hours with site visit.</li> </ul>

<b>Severity</b>	<b>Work Order Update</b>
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

Priority of any service escalation can be lowered with County's written approval.

### Trouble Escalation Path/ Authority Levels

Escalation Level	Escalation Personnel
Level 1	On-Site Technicians
Level 2	Edward Hamrick Field Services Manager
Level 3	Eric Hoffman Field Service Director
Level 4	Ken McNiel Associate Vice President of Field Services
Level 5	Aaron Webster SVP, Service Excellence
Level 6	Rick White Chief Operations Officer
Level 7	Deb Alderson Chief Executive Officer

### **Security Incidents**

All of Contractor's employees are part of the security team and therefore are expected to monitor for and report any suspicious activities to the Information Security Department. This includes strange emails, unexpected results from applications/servers (e.g., locked accounts, server reboots, memory allocation errors, etc.), suspicious individuals on site, etc. The Information Security Department will evaluate potential cyber security incidents in relation to current and potential technical effect, business impact and criticality of the affected resources. Below are the four unique severity levels and criteria related to Security Incidents. The Severity Level for a specific incident, may be lowered with approval from the County.

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Severity Level	Criteria
Level 1 – High/Critical	<ol style="list-style-type: none"> <li>1) An active attack has been discovered on the system or network. (e.g., denial of service or rapidly spreading malicious code)</li> <li>2) Serious attempt or actual breach of security (e.g., multi-pronged attack, denial of service attempt, virus infection of a critical system or the network, successful buffer/stack overflow, or where a perpetrator maliciously attacked our systems and as a result obtained sensitive data.</li> <li>3) Components compromised that store or process such data (e.g., broken lock, stolen papers) or a second, recurring Level 2 attack.</li> <li>4) It has been determined that other organizations' systems are affected, such as business partners or outside organizations.</li> <li>5) It has been determined that the resources involved are in the critical or high categories. (This would include any system in one of the secure Contractor network segments.)</li> <li>6) The incident has an impact or potential impact of <ol style="list-style-type: none"> <li>a Financial loss;</li> <li>b Loss or compromise of data;</li> <li>c Violation of legislation/regulation;</li> <li>or</li> <li>d Damage to the integrity or delivery of critical goods, services, or information</li> </ol> </li> </ol>
Level 2 - Medium	<ol style="list-style-type: none"> <li>1) One instance of a clear attempt to obtain unauthorized information or access (e.g., attempted download of secure password files, attempt to access restricted areas, single computer successful virus infection on a non-critical system, unauthorized vulnerability scan) or a second, recurring Level 3 attack.</li> <li>2) Any Level 3 incident relating to systems storing sensitive or confidential data or originating from unauthorized internal systems should be re-classified as a Level 2.</li> <li>3) It has been determined that the data involved is classified as publicly available.</li> </ol>

	<p>4) The breach has been contained and downgraded from a Level 1 attack, but the vulnerability that caused the incident has not been determined or mitigated.</p>
Level 3 - Low	<p>1) One instance of potentially unfriendly activity (e.g., finger, unauthorized telnet, port scan, corrected virus detection, unexpected performance peak).</p> <p>2) The breach has been contained or the incident has been resolved, resulting in no risk to the company.</p>
Level 4 - Unknown	<p>1) Should be used when none of the other severity levels or criteria can be met or determined.</p> <p>2) Any attempted attack or unauthorized intrusion that was unsuccessful/blocked by a security control or process.</p>

Requirements for notifications, updates, and mitigation after an Incident are more fully set forth below and in Additional Terms and Conditions, Paragraphs 39 through 41.

#### Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the security incident is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the security incident is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential security incident.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Security Incident.

### **Attorney Recordings**

The identification of a recorded attorney telephone call is a high priority incident, even if it's one call. Below is the escalation path to raise awareness of the recorded call and ensure it is dealt with promptly and appropriately to the County's satisfaction. There will be parallel communication with the Legal department to engage once the alleged recording is identified.

Escalation Level	Escalation Personnel
Level 1	Edward Hamrick Field Services Manager
Level 2	Eric Hoffman Field Service Director
Level 3	Ken McNiel Associate Vice President of Field Services
Level 4	Aaron Webster SVP, Service Excellence
Level 5	Rick White Chief Operations Officer

Upon the confirmed identification of a previously unidentified recorded attorney call, a ticket will be raised with Technical Support to sequester the call(s) in question. Technical Support will sequester the call(s) within 24 hours of receipt of the ticket. County's authorized personnel shall be notified immediately, but no later than one business day after identification of the alleged recording.

### **Data Breach**

Contractor uses a Security Information and Event Management (SIEM) tool to centrally capture and protect the logs of critical production assets. The employee that detects a Security Incident, is responsible for notifying Contractor's VP of Information Security within thirty (30) minutes of detection. Contractor's Security Department will immediately report any resulting Data Breach to, and work together with, the County's authorized personnel to provide appropriate information in understanding the impact of the Data Breach, including ongoing reports as is set forth in Additional Terms and Conditions, Paragraph 39.

If the Security Department reasonably believes that a Security Incident has resulted in data being accessed by unauthorized persons, the incident will be classified as Level 1 and in addition to carrying out the tasks described below and in Additional Terms and Conditions, Paragraph 39, the Security Department will immediately notify the Chief Operations Officer

(“COO”). The COO will then designate an incident response team comprised of personnel from both the Information Security and, as well as any other personnel that the VP of Information Security deems appropriate.

Under the management of the COO, this incident response team will work to make certain that Contractor’s response to an incident involving a Data Breach is consistent with any applicable state and federal laws related to these types of incidents, including any security breach notification laws.

1. Contain, Eradicate, Recover, and perform Root Cause Analysis
2. Complete the Incident Response Form (See Standard Operating Procedure (SOP) SEC-004003)
3. If the incident involved credit card systems, the Acquirer and applicable card associations must be notified.
4. Individuals whose personal data was, or is reasonably believed to have been, acquired by unauthorized persons shall be notified pursuant to CA Civil Code section 1798.82 and all other applicable laws.
5. Contain the intrusion and decide what action to take. Consider unplugging the network cables, applying highly restrictive ACLs, deactivating, or isolating the switch port, deactivating the UserID, terminating the User’s session/change password etc.
6. Collect and protect information associated with the intrusion via offline methods. If forensic investigation is required, the Information Security Department will work with the Legal Department and management to identify appropriate, independent, industry-recognized forensic specialists.
7. Notify Contractor’s senior management of the situation and maintain notification of progress at each following step.
  - o Eliminate the intruder's means of access and any related vulnerabilities.
  - o Research the origin of the connection.
  - o Contact ISP and ask for more information regarding attempt and intruder, reminding them of their responsibility to assist in this regard.
  - o Research potential risks related to or damage caused by intrusion method used.

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### Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the data breach is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the data breach is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential data breach.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Data Breach.

## **ATTACHMENT G**

### **TOOL CONTROL POLICY**

#### **Orange County Sheriff's Department Tool Control Policy**

##### **Tool Control Guidelines for Contractors Working in Correctional Facilities**

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

##### **Instructions for persons entering the facility:**

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

##### **Instructions for vehicles entering the facility:**

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216  
JOB TOOL INVENTORY LIST



Date:

Name:

WO#

\*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT H

LABOR AND MATERIAL PAYMENT BOND / PERFORMANCE BOND



**County of Orange**  
**Orange County Sheriff-Coroner Department**

**FAITHFUL PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

(The premium charged on this bond is \$\_\_\_\_\_, being at the rate of \$\_\_\_\_\_ per thousand of the Contract price.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated \_\_\_\_\_ reinafter called "Contract," with

\_\_\_\_\_  
(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract, and,

NOW, THEREFORE, WE, the Principal, and

\_\_\_\_\_  
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost and included in any judgment rendered. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_.

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By \_\_\_\_\_  
CEO/Risk Management

By \_\_\_\_\_  
Name & Title (see footnote)

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By \_\_\_\_\_  
Name & Title (see footnote)

SURETY (ies)

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_

***Dated*** \_\_\_\_\_

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.  
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.**



# **County of Orange**

## **Orange County Sheriff-Coroner Department**

### **LABOR AND MATERIAL PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

\_\_\_\_\_  
(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

\_\_\_\_\_  
hereinafter called "Contract"; and,

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth; and,

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

\_\_\_\_\_  
[Name and Address of Surety (ies)]

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_.

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By \_\_\_\_\_  
CEO/Risk Management

By \_\_\_\_\_  
Name & Title (see footnote)

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By \_\_\_\_\_  
Name & Title (see footnote)

SURETY(IES)

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_

**Dated** \_\_\_\_\_

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.**

**Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.**

**Appendix E**  
**PREA Addendum**



FRESNO COUNTY SHERIFF'S OFFICE

## POLICY ACKNOWLEDGEMENT

PREA – SEXUAL MISCONDUCT AND ABUSE

As part of the *National Standards to Prevent, Detect, and Respond to Prison Rape*, the Sheriff's Office is required to ensure that all employees, contractors, and volunteers who have contact with incarcerated people are aware of their responsibilities under the Sheriff's Office sexual abuse prevention, detection, and response policy and procedure.

### ZERO-TOLERANCE

The Fresno County Sheriff's Office maintains a ZERO-TOLERANCE policy regarding sexual abuse and sexual harassment. Not only does this include incarcerated person-on-incarcerated person sexual assault, but also sexual abuse, sexual misconduct, and sexual harassment of an incarcerated person by a staff member, contractor, or volunteer.

### SEXUAL ABUSE - IMMEDIATE RESPONSE

If the incarcerated person was sexually abused within a time period that still allows for the collection of physical evidence, request that the victim not take any actions that could destroy the evidence (e.g., showering, brushing teeth, changing clothes, using the restroom, eating, drinking), and then immediately notify correctional staff.

### REPORTING ALLEGATIONS

An incarcerated person may report sexual abuse\* to any employee, volunteer, or contractor. If the incarcerated person reports the sexual abuse to *you*, you are required to immediately notify your supervisor and report the information to the on-duty Jail Watch Commander (600-8440).

\*Incarcerated people may report any aspect of sexual abuse, sexual misconduct, and sexual harassment; retaliation by other incarcerated people or staff for reporting sexual abuse and sexual harassment; and staff neglect or violation of responsibilities that may have contributed to an incident of sexual abuse.

Any allegation is a very serious situation and shall be treated with discretion and confidentiality. Apart from reporting to your supervisor and the Jail Watch Commander, do not reveal any information related to the sexual abuse to anyone other than those who "need to know" (i.e., those who need to make treatment, investigation, and other security and management decisions).

### SENSITIVITY

Victims of sexual abuse may be seriously traumatized both physically and mentally. You are expected to be sensitive to the incarcerated person during your interactions with them.

### SEXUAL DISORDERLY CONDUCT

By choosing to work in a jail environment, you have accepted the possibility that you may face inappropriate and socially deviant behavior. While it is not possible to stop all obscene comments and conduct by incarcerated people, neither shall it be accepted; acts of indecent exposure, sexual disorderly conduct and exhibitionist masturbation will not be tolerated. Any incarcerated person who engages in indecent exposure or sexual disorderly conduct shall be reported immediately to correctional staff, with a follow-up advisement to your supervisor.

***Sexually hostile conduct shall not be ignored.***

If you have any questions, please contact \_\_\_\_\_.  
Please sign and return the attached Policy Acknowledgement form to your supervisor.

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION

# POLICY ACKNOWLEDGEMENT

## PREA – SEXUAL MISCONDUCT AND ABUSE

I hereby acknowledge that I received a copy of the *Sexual Misconduct and Abuse* policy for the Custody Division of the Fresno County Sheriff's Office and that I have read it, understand its meaning, and agree to conduct myself in accordance with it.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_



**Appendix F**  
**No Hostage Policy**

**COUNTY OF FRESNO  
SHERIFF'S OFFICE**

**GUEST, OBSERVER, VOLUNTEER, OR NON-EMPLOYEE  
AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE  
WAIVER AND RELEASE OF CLAIMS**

Whereas the undersigned, not being a member, employee, or agent of any law enforcement department, has made a voluntary request for permission to act as an observer, guest or volunteer in the Fresno County Detention Facilities and has requested permission to accompany and/or work with the assigned personnel of the Fresno County Jail Division during the performance of their official duties;

And, whereas, the undersigned acknowledges that the work and activities of said Fresno County Jail Division at any time can be dangerous involving possible risk of injury, damage, expense, or loss to person or property. It is understood that the Fresno County Sheriff's Office has a strict "No Hostage" policy, which means that no inmate will be allowed to leave a detention facility because of the taking of a hostage. Force may be necessary to rescue hostages. This policy will be applied in all cases without regard to the sex, age, or status of any hostage.

Now, therefore, be it understood that the undersigned hereby agrees that the County of Fresno, the Fresno County Sheriff's Office and members of the Fresno County Sheriff's Office Jail Division and each of them shall not be held liable or responsible under any circumstances whatsoever by the undersigned, his or her estate, or heirs, for any injury, damage, expense, or loss to the person or property of the undersigned, incurred while acting as a guest-observer within the confines of the Fresno County Detention Facilities or while accompanying a staff member of the Fresno County Jail Division during the active performance of his/her official duties.

**\*READ THIS DOCUMENT COMPLETELY BEFORE SIGNING\***

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

***COMPLETE BACK OF FORM***

**NAME:** \_\_\_\_\_ **SEX: M F**  
Last First Middle  
(Circle one)

City	State	ZIP
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**PLACE OF BIRTH:** \_\_\_\_\_ **BIRTHDATE:** \_\_\_\_\_

City State

City State ZIP

Date of Tour: \_\_\_\_\_