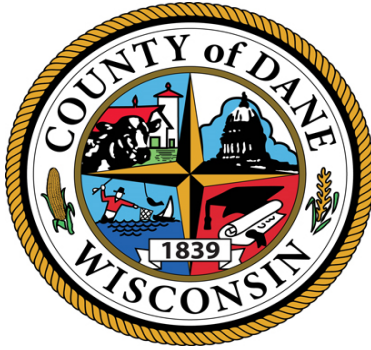


DANE COUNTY CONTRACT # _____

Revised 11/2024



Department: Sheriff
Provider: Smart Communications
Expiration Date: October 31, 2028
Maximum Cost: \$0, County to receive Administration Fee

Registered Agent (if applicable): Corporation Service Company
Registered Agent Address: 33 E. Main St. Ste. 610 Madison,
WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Smart Communications Holding, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing equipment, installation and services for Resident Phone and Video Visitation Services, and Resident Tablet Services, ~~and Mail Scanning Services~~; and

WHEREAS PROVIDER, whose address is 10491 72nd Street, Seminole, FL 33777, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement upon giving a thirty (30) day written "notice to cure" to PROVIDER. If PROVIDER does not cure, correct, or otherwise resolve the issue identified in the County's notice within the thirty (30) day cure period (as reasonably extended depending on the circumstances), COUNTY may proceed with termination.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT:**
COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS:**
PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE:**
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE & INDEMNIFICATION:**
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic

PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Jon Logan
CEO & President

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

I. GENERAL

- A. Terms:
1. Term 1: August 1, 2025 – October 31, 2026
 2. Term 2: November 1, 2026 – October 31, 2027
 3. Term 3: November 1, 2027 – October 31, 2028
 4. Term 4: November 1, 2028 – October 31, 2029 (Renewal Term)
 5. Term 5: November 1, 2029 – October 31, 2030 (Renewal Term)
 6. The initial agreement shall commence in August 2025 on the day the agreement is fully executed and shall run through the end of Term 3, which shall be three years from the effective go-live date with (2) renewal extensions for Term 4 and Term 5 available that may be exercised by addendum.
- B. PROVIDER shall provide a Digital Jail Resident Telephone, Tablet, and Video Visitation System & Services at the Dane County Jail. This shall include a fully operational system, including all needed equipment for calls, tablet usage, and visits processed by coin-less telephones, tablets, kiosks and/or visitation stations, as well as administration to monitor day-to-day operations.
- C. ~~PROVIDER shall provide off-premise mail scanning as requested by the COUNTY.~~
- D. ~~PROVIDER shall provide equipment for COUNTY for on premise legal mail scanning.~~
- E. PROVIDER shall be the primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships shall be permitted as needed to obtain and maintain end-to-end network service.
- F. Both PROVIDER and COUNTY shall comply with all applicable federal, state, and local regulations including, but not limited to the rules, regulations and orders of the Federal Communications Commission (FCC) and the State's telecommunication regulatory authority ("PUC") over the life of the contract.
- G. All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations. Primary power electrical work shall be done by or under the supervision of an electrician licensed by the state of Wisconsin at no additional expense to the COUNTY.
- H. At no time shall the existing system be taken out of service until such time as the new system has been accepted and is fully operational.
- I. Upon completion, all as-built drawings and revised schematics shall be forwarded to the COUNTY, preferably in dwg format.
- J. PROVIDER shall have from August 1, 2025 – October 31, 2025 to install all new equipment. New system shall be fully operational by November 1, 2025.
- K. Provisions for delivery of new equipment shall be made by contacting **Kelly Louis, Administrative Manager at 608-284-6177** at least 2 weeks prior to any deliveries. The COUNTY may reject deliveries made without approval.

II. Implementation

Any changes to this timeline by PROVIDER shall be submitted via email to COUNTY for review prior to accepting changes and prior to project execution.

Implementation Timeline				
Task ID	Task Name	Duration (Days)	Start Date	End Date
-	Implementation Schedule Total Duration	99	Day -30	Day 69
1.0	INITIATION	30	Day -30	Day 0
1.1	Schedule and Conduct Internal Planning Meeting	5	Day -30	Day -25
1.2	Conduct Introductory/Project Kick-Off Call with Dane County's Project Team	1	Day 0	Day 0
2.0	PLANNING	89	Day -30	Day 59
2.1	Submit Required Site Access/Security/Background Check Forms	1	Day -30	Day -30
2.2	Conduct Pre-installation Site Survey	3	Day -30	Day -27
2.3	Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)	89	Day -30	Day 59
2.4	Obtain Quotes and Availability From Necessary Contractors	25	Day -25	Day 0
2.5	Create and Remit Formal Project Plan/Implementation Schedule to Dane County's Project Lead for Initial Review	5	Day 0	Day 5
2.6	Conduct Project Planning Meeting with Dane County's Project Lead and Designated Stakeholders	1	Day 5	Day 5
2.7	Scheduling of On-site Installation and Training	1	Day 5	Day 5
3.0	EXECUTION	93	Day -20	Day 73
3.1	Network Design, Network Hardware Requisition from Inventory and Configurations	5	Day -20	Day -15
3.2	User Hardware Requisition from Inventory and Preparation	15	Day -15	Day 0
3.3	Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces	25	Day 0	Day 25
3.4	Ship System Hardware to Site Location/Client Materials Receiver (includes time in transit)	30	Day -10	Day 20
3.5	Create SmartEcosystem™ Dashboard Client User Profiles and Permissions	20	Day 0	Day 20
3.6	Inmate Data Feed Acquisition, Conversion and Loading	25	Day 0	Day 25
3.7	QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces	20	Day 25	Day 45
3.8	Configuration and QA Testing Provisioned Service Applications	20	Day 25	Day 45
3.9	Complete Site Installation Prerequisites	40	Day -10	Day 30
3.10	Site Installation & Hardware/System Application QA Testing	45	Day 0	Day 45
3.11	Go Live	2	Day 60	Day 62
3.12	Post Installation Load Testing	5	Day 63	Day 68
3.13	Conduct On-site Training with Facility Staff User Groups	4	Day 59	Day 63
4.0	MONITOR AND CONTROL	5	Day 63	Day 68
4.1	Initiate 5-day Customer Acceptance Period	5	Day 63	Day 68
4.2	Remote and on-site systems monitoring and diagnostics	5	Day 63	Day 68
5.0	PROJECT CLOSE	1	Day 69	Day 69
5.1	Complete any outstanding action items (if applicable)	1	Day 69	Day 69
5.2	Dane County Project Leader project completion sign-off	1	Day 69	Day 69

Current Location of Phones & Video Visitation						
#	Phone Location	# of Residents	# of Phones	# of Visitation Stations (2 phones/handsets per station)	Current # of Wall Kiosks	NFC Units
1	PSB Visitation + Attorney	varies		10	0	0
2	PSB Booking	varies	4	0	0	0
3	PSB Male Dorm	48	6		6	0
4	PSB Male Segregation	15	1		0	0
5	PSB Female Housing	16	3		2	0
6	PSB Pod 3C	28	4		1	2
7	PSB Pod 3E	24	4		1	2
8	PSB Pod 3A	48	7		1	4
9	PSB Pod 3K	48	7		1	6
10	PSB Pod 3G	24	4		1	8
11	PSB Pod 3-I	28	4		1	8
12	PSB Pod 4C	28	4		1	11
13	PSB Pod 4E	24	4		1	8
14	PSB Pod 4A	48	7		1	9
15	PSB Pod 4K	50	7		1	8
16	PSB Pod 4G	24	4		1	9
17	PSB Pod 4-I	28	4		1	8
18	CCB 6 West	114	21		2	31
19	CCB 7 West	100	17		6	19
20	CCB 6 East	73	18			24
21	CCB 7 East	54	10			20
22	Court House Lock-Up	varies	7			0
23	PSB Enrollment Only		2			0
24	CCB Enrollment Only		1			0
25	CCB Female Visitation + Atty.			9		0
26	CCB Male Visitation + Atty.			17		0
TOTAL		822	150	36	28	177

III. Contract Management

A. PROVIDER shall provide all labor, supervision, software, hardware and any associated updates and equipment required to install, operate and maintain a jail resident phone, tablet and video visitation system including but not limited to:

1. Provide services 24 hours a day, seven days a week
2. Provide all calling and video visitation services, management and administrative capabilities including daily download of all call records to a call processing system that is backed up to a secured location capable of maintaining and distributing detailed records.

3. Provide local and long-distance calling services utilizing collect calling, debit accounts and pre-paid calling accounts.
 4. Complete and file all necessary paperwork, including tariffs, with the State Regulatory Commissions.
 5. Provide all required equipment hardware, software, maintenance, upgrades and enhancements as needed at no cost to the COUNTY.
 6. Respond to repair/service problems promptly given the 24/7 operations of the jail. In addition, follow up with appropriate personnel to ensure repair has been completed and the system is performing properly. PROVIDER shall respond to service requests per **Exhibit 2- Service Escalation Matrix and Maintenance Plan**.
 7. If repair issue cannot be rectified remotely, either the On-site Technician or a service technician will be on-site based on the Service Escalation Matrix.
- B. PROVIDER's Technical Support Center is available to COUNTY 24/7/365.
1. Phone: 844-346-0988
 2. Email: support@smarteco.us
- C. PROVIDER shall provide a dedicated, full-time (40 hours/week) On-site Certified Technician (OCT) who will act as the Administrator and will be dedicated to overall management of the phone, tablet and video visitation system. This individual will also be available on call during non-working hours to address any emergency support issues. The OCT is not and shall not be considered an employee of the COUNTY.
1. An On-site Certified Technician shall be hired and assigned to the site prior to November 1, 2025 and shall be available to assist with implementation.
 2. OCT shall act as a liaison between the COUNTY and/or County's Contract Administrator and PROVIDER ensuring seamless communication and coordination.
 3. Coordinate on-site operations.
 4. Arrange for Monthly site equipment inspections.
 5. Participate in monthly meetings to review and address facility concerns.
 6. Detailed list of OCT duties is listed in **Section IX. Telephone, Tablet & Video Visitation System Administration**.

IV. System Requirements

- A. The system shall include, at no cost to the COUNTY, installation, maintenance, and service of the equipment and the telephone, tablets, video visitation system as a whole. PROVIDER must provide a complete "turn-key" fully operational system, which shall provide local, interLATA and intraLATA, and interstate and intrastate service.
- B. The minimum initial requirements of this system shall consist of the following replacing existing fixed jail resident telephones, kiosks, non-contact visitation handsets, lobby public telephone, PREA line, jail resident tablets, on-site video visitation booths and the

monitoring and recording system. Specifications for hardware and software are listed in **Sections V-VIII.**

- C. In addition, this agreement will cover the time during the construction and completion of the Jail Consolidation Project, which shall result in adjustments to the number, and location of fixed telephones, kiosks and visitation. The newly constructed areas will be with networking cable and access points to accommodate multiple wireless networks. The total housing capacity of the consolidated jail will be 825.
- D. The COUNTY agrees to advise the PROVIDER in writing, of newly constructed or acquired premises, promptly, and PROVIDER shall evaluate installation of its required services at these premises.

E. CONNECTIVITY

- 1. All wiring provided shall be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current performance standards.
- 2. Cabling upgrades shall be provided by PROVIDER, where necessary, to meet these requirements.
- 3. In-place cabling will be allowed to be tested and re-used.
- 4. In the existing facilities, PROVIDER shall put in their own network through the use of both wired and wireless connectivity with secure, web-based control for facility.

V. TELEPHONE

PROVIDER shall meet the following equipment and service requirements for telephone service;

A. TELEPHONE EQUIPMENT REQUIREMENTS

- 1. PROVIDER shall install:
 - a. A minimum of 161 new fixed resident telephone stations to replace existing hardware in the PSB and CCB Jails.
 - b. A minimum of Four (4) new Portable/Rolling Telephone Stations.
 - c. A minimum of seven (7) new "Hands-free" telephones for resident use in housing areas where special checks are conducted. PROVIDER shall install these in housing areas identified by the COUNTY.
 - d. A public phone in the PSB Lobby and PREA line
- 2. Upon the completion of the South Tower by the end of 2026, the COUNTY expects that phone service will be primarily through provided tablets. However, each housing area shall be equipped with appropriate wiring for wall mounted telephones.
- 3. Surface mounted instruments shall be enclosed in sturdy metal (institutional or equivalent) housing with protected cords, maximum length of 18", finishes, and mountings suitable for use in a correctional facility.

B. CALLING INSTRUCTION PLATE

1. Each calling device shall be equipped with a calling instruction plate which will inform the resident that COUNTY personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions.
2. This plate shall be written in both English and Spanish, and is to be maintained in legible condition during the term of the contract.
3. Additional plates shall be available in Chinese-Mandarin, Hmong, Russian and Arabic.
4. Plates shall be affixed in a manner than inhibits destruction.

C. TELEPHONE SERVICE REQUIREMENTS:

The following is a list of telephone service requirements:

1. Shall allow for local, IntraLATA, InterLATA and Interstate services; outgoing calls.
2. All voice prompts for service must be available in the six (6) most common languages spoken in Dane County. This includes English, Spanish, Chinese-Mandarin, Hmong, Russian and Arabic.
3. International calls are allowed only when placed using the debit accounts with the exception of 011 numbers. Calls to be charged at the long distance (interstate) rates.
4. Call acceptance by the call recipient shall be accomplished through positive call acceptance from a landline or cell phone. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems shall be terminated when the machine fails to positively accept the incoming call. The resident shall not be allowed to monitor call progress and system must not allow resident to communicate with the called party until the call has been accepted. If a non-conforming telephone activity is recognized during a call attempt, the call shall not be completed and no charges will be incurred.
5. The system shall allow collect, debit or pre-paid outgoing calling only. System should permit one single call per connection to a landline or cell phone, and shall provide for a means to prohibit 3-way calling, conference calls or pay phone connections.
6. Call process from off-hook to call acceptance shall take no longer than 1 minute.
7. For collect calls, the system must offer a recorded message that informs the call recipient the call is a collect call from the Dane County Jail, the minimum charge and per minute charge and allow the option to accept the call. PROVIDER shall work with the COUNTY to make changes to the pre-recorded announcement messages as required.
8. Resident shall receive a one-minute warning notice advising the call duration time is about to expire.

9. There shall be an option to set limits of length of calls and visits. There is no limit on the number of calls that can be made per day, unless otherwise specified.
10. All resident calls and visits shall be processed by an automated operator and shall not allow access to a live operator at any time.
11. Blanket restrictions must be in place to operator and directory services numbers, 411, 911 and other service numbers, specific numbers such as the institution's employees, other long-distance carriers via 800+, 888+, 900+, 950+, 976+, 10XXX, and other toll-free numbers.
12. A structured acceptance test shall be conducted and passed successfully. Tests shall be conducted over a period of 30 consecutive days; beginning at the time the installation is completed.
13. The system shall have available a voicemail option allowing individual residents access to voice mail messages.
14. The system shall have Continuous Biometric Technology available for the duration of the call. System shall have voice verification capabilities for enhanced fraud detection.
15. Telephone System must allow for unlimited call blocking.
 - a. System shall notify resident that call has been blocked.
 - b. Call recipient should have an option to block any further resident call attempts at the time the call is received.
16. PROVIDER shall have the capability to interface their call processing equipment with the resident banking system provided by Summit Group (CBM Managed Services) Elion Group commissary and resident banking system, to allow residents to use their trust fund accounts to purchase minutes.
17. PROVIDER shall ensure that unused minutes are automatically credited to the resident's trust account at time of release from the Dane County Jail.
18. PROVIDER shall provide a phone and tablet ordering function for commissary products capable of integrating into CBM's fulfillment systems or use CBM's ordering system through the phone system.
 - a. All interfaces and development shall be done with no additional cost to the COUNTY or CBM.
 - b. CBM contact person is Travis Peterson, Director of Commissary Operations-East Region.
 1. Mobile: 605-214-9665
 2. Email: Travis.Peterson@summitfoodservice.com
 - c. If the Commissary service provider changes, PROVIDER shall interface with new service at no cost to the County.
19. Service for four (4) phones in booking area shall be provided at no cost to residents or the COUNTY.

20. The system must be able to exempt specific telephone numbers from monitoring or recording and be capable of identifying specified telephone numbers as “do not record”.
21. System shall have sufficient electronic storage capacity for on-site retention of call recordings for the duration of the contract and have a backup schedule at least weekly to an off-site location.
22. The COUNTY will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
23. System shall provide the capability to establish a credit limit per billed number.

D. TDD DEVICES:

1. A minimum of three (3) portable TDD devices shall be provided to be in compliance with ADA requirements
2. PROVIDER shall also provide minimum of three (3) PURPLE service devices.
3. Both TDD and PURPLE services shall have the ability to be recorded for investigative and security purposes.
4. Must provide any other equipment required to comply with ADA requirements.

VI. VISITATION

PROVIDER shall meet the following equipment and service requirements for visitation services.

A. VISITATION HARDWARE:

1. Replace 64 non-contact visitation handsets at the Dane County Jail (CCB & PSB) with new handsets. Additional handsets may be needed for translation services.
2. Handsets shall be hearing aid compatible and tamper resistant.
3. Handsets for non-contact visitation areas shall have recording and monitoring capabilities on the visitation handsets and video visitation stations.
4. Replace video visitation stations in PSB visitation
5. Upon the total completion of Jail Consolidation project, the PSB visitation area on 1st floor will have Thirty-eight (38) non-contact visitation and attorney booths and four (4) video visitation booths. This will replace the existing 64 non-contact visitation handsets between the two facilities.

B. VISITATION SERVICES:

1. Install one (1) visitation registration Kiosk in the CCB Jail Lobby and one (1) visitation registration kiosk in the PSB Jail Lobby.
2. Visitation registration shall be available through PROVIDER web application. See section **VII. D. Visitation & Video Visit Scheduling Requirements**.

3. The system shall require visitor information verification when creating an account.

VII. VIDEO VISITATION

A. VIDEO VISITATION HARDWARE REQUIREMENTS:

1. All equipment for the Video Visitation will be state of the art, resistant to physical abuse, waterproof, and considered user friendly. The video visitation stations shall be sturdy, vandal resistant and steel armored, composed of durable, tamper-free equipment suitable for a detention/corrections environment.
2. Video Visitation stations must comply with any ADA requirements. Any other equipment required to comply with ADA requirements must also be provided at no cost to the County.
3. PROVIDER shall provide all hardware, any applicable software and maintenance and related updates.

B. VIDEO VISITATION SYSTEM REQUIREMENTS:

1. PROVIDER to provide Video Visitation to housing units and visitation areas in the PSB at no cost to the County.
2. PROVIDER shall evaluate the needs of the PSB and recommend an appropriate number of video kiosk units.
3. Stored video data will not integrate with the County Network.
4. Video visitation system shall include installation, maintenance, and service of the equipment system at no cost to the COUNTY.
5. Video visitation shall be available on individually assigned tablets as well as Kiosk stations throughout the facilities.
6. The system shall require visitor information verification when creating an account.

C. VIDEO VISITATION ADMINISTRATION REQUIREMENTS:

1. The Video Visitation System will allow the public to visit residents remotely as well as from a visitation center located within the PSB Jail.
2. PROVIDER shall have the capability of providing detailed reports to COUNTY.
3. Public Defenders and other professional partners who require private access to residents will be able to do so through remote video visitation without being monitored or recorded. The County desires this service be provided at no cost to the Public Defender or designated professionals.
4. All video visits will be recorded, unless they meet the criteria for privileged visits. Recordings will be maintained by the PROVIDER for a minimum of one year and recordings will remain the property of COUNTY at the end of the contract.

5. The Video Visitation System shall store data related to visits for the duration of the contract and will remain the property of the COUNTY.
6. Stored video recordings will not integrate with the County Network.
7. Recordings will be in the form of a digital file and will not require proprietary equipment to review.
8. Recordings will be downloadable in either .MP3 or .MP4 format that can be extracted to removable media.
9. System shall provide an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.)
10. Provide for integration with or data retrieval from, the COUNTY Record Management System.
11. PROVIDER to provide video visits at no cost for those occurring entirely within the jail facilities.

D. VISITATION & VIDEO VISIT SCHEDULING REQUIREMENTS:

1. The Visitation scheduling, user management and policy management must be web-based and allow COUNTY to administer visitation sessions and visitation operations based on the COUNTY policies.
2. The system will provide a browser-based videoconference without visitors having to download any proprietary software on their computer to conduct the visit.
3. The system will provide a Multi-lingual resident interface (English and the top five other languages)
4. The system will display notifications to resident and visitor, (English and top five languages) that their visit may be monitored and recorded.
5. The system will provide a web-based scheduling system to send an email to the visitor when a visit is scheduled, modified or canceled.
6. The system shall automatically cancel a visit if the resident's custody status has changed or the resident has been released.
7. The system will provide for authorized personnel to quickly and easily schedule visitation sessions.
8. The system will interface with Motorola Flex RMS (Formally Spillman) to provide basic resident information, keep separate, and housing location to eliminate the need for a separate account set up.
9. PROVIDER is responsible for any and all costs associated with updating the interface.
10. The system must be capable of setting varying visit durations as determined by the County.

11. The system should allow for multiple configurable options for screen resolution and bandwidth requirements.
12. The system will provide a management system that communicates with the video hardware at the time of the scheduled visit allowing the visitation session to automatically begin without staff involvement.
13. If a scheduled visit is canceled, the timeslot should become available for scheduling.
14. The system will assign a unique visitation identification number for every visit for reporting and tracking.
15. The system will provide a visual warning message to inform the visitor that the visit will be ending in five minutes. A "count down" clock should be visible for visitation participants to signal the end of the time allotted.
16. The system will provide the ability to create and maintain a pre-approved visitor list unique to each resident.
17. The system should provide high-definition video streaming capabilities.
18. PROVIDER shall include Attorney Visits function, which enables verified attorneys to log into the system and create a list of residents with whom they need to meet. The system will then notify each resident about their scheduled meeting with the attorney or public defender on the same day. COUNTY staff shall receive a report detailing all scheduled attorney visits in each housing area.
19. Video Visitation shall be on demand and allow jail residents to initiate their own remote video visitation sessions on the SmartKiosk™ or SmartTablet™ device.

VIII. TABLETS

A. TABLE HARDWARE REQUIREMENTS:

1. PROVIDER must use tablets built for the corrections environment. Commercial tablets are not acceptable.
2. PROVIDER shall ensure adequate quantity to provide dedicated tablets to residents (1:1 ratio) based on approximately 600 to 800 ADP and an additional 10% of that total to use as spares in the event of breakage, malfunction, or surge in population.
3. Must offer resident telephone calling and remote video visitation through dedicated application.
4. TABLETS shall be new 4th generation (or newest generation at time of contract execution) SmartTablet™ devices with at least 7.0" touch screen display.
5. PROVIDER shall also provide a minimum of 16 demo tablets for Jail Staff training. Jail Staff will use demo tablets to teach residents how to access tablet functions.
6. PROVIDER shall supply one (1) new set of earbuds including microphones to each resident booked into the Dane County Jail, when they are issued a tablet.

B. CHARGING CARTS/CHARGING STATIONS:

1. Shall be made available/installed in each housing unit.
2. The charging stations shall be permanently installed into a housing area.
3. Each charging station shall provide the necessary connections for charging the tablets, as well as a storage location to ensure tablet accountability during non-usage time.
4. PROVIDER shall provide alternative charging options, if PROVIDER charging stations cannot be utilized in the CCB Jail Housing areas.

C. TABLET SERVICE REQUIREMENTS – GENERAL:

1. Tablets shall have instructions available in the six (6) most common languages in Dane County, which includes English, Spanish, Chinese-Mandarin, Hmong, Russian, and Arabic. PROVIDER shall make available options for other languages.
2. Tablets shall provide residents the ability to make phone calls, have video visits, send and receive messages, submit general, medical and mental health requests, and submit grievances.
3. Educational content shall be available for no cost to residents or COUNTY.
4. Entertainment content will be available for free and also at a per minute cost to the resident.
5. Public Defenders, legal representatives and other professional partners who require private access to residents will be able to do so through tablet accounts without being monitored or recorded. This service shall be provided at no cost to Public Defenders, legal representatives or designated professionals.
6. The system shall have the ability for residents to receive confidential electronic communications and legal materials on the tablet.

7. DAMAGE PLAN:

- a. PROVIDER Tablets shall be ruggedized for use in a correctional setting.
- b. If a tablet is damaged enough to require repair, the facility will investigate the cause of the damage and provide a damage report for the PROVIDER's administrator or On-site Technician for repair or replacement.
- c. Should any hardware become damaged/inoperable throughout the course of the contract, it will be promptly replaced by a technician at no cost.
- d. If a jail resident is determined by the COUNTY to be responsible for the damage, PROVIDER may seek restitution through civil action or through restitution should criminal charges be issued.

- e. COUNTY will not collect restitution for a third party without a court order.
- f. COUNTY may on a case-by-case basis limit access to SMARTKIOSKS for residents who are found to have intentionally damaged individually issued tablets.
- g. During each term of the agreement, should the number of **intentionally** damaged tablets exceed twenty percent (20%) of the initial supply of inventory, PROVIDER reserves the right to obtain the cost of replacements (\$300 per tablet) from COUNTY, less any restitution received. If applicable, such amounts may be deducted from the COUNTY's administrative fee upon mutual agreement between COUNTY and PROVIDER.

D. TABLET SERVICE REQUIREMENTS – INCLUDED SERVICES:

1. Resident Contact Access

- a. PROVIDER shall make available access to certain content through the tablets, including music, games, electronic messaging, and eBooks to include current bestsellers. A free profile content should also be provided.
- b. Content shall be available in multiple languages including the most common languages in Dane County.

2. Remote Video Visitation

- a. Remote video visitation is to be offered on the tablets at no cost to the COUNTY.
- b. Privacy features shall include faded or blurred backgrounds during visits and screen blackouts when the screen is tilted, multiple faces enter the screen and/or other concerning behaviors occur.

3. Voice Communication

PROVIDER will enable tablet for outbound voice communications only.

4. Resident Accounts

- a. Residents may fund the Resident Account by transferring monies from their trust account. Residents, their friends and family may fund a resident's account by deposits made through PROVIDER's consumer channels.
- b. Residents may purchase all tablet usage with money from a Resident Account.

5. Basic Education

- a. PROVIDER shall provide a basic education package aligned with state standards.

- b. As outlined in the RFP response, PROVIDER will include SmartEd™ and SmartReentry™ tablet-based jail resident education platforms at no cost to jail residents or the COUNTY.
- c. Smart Communications' standard SmartEd™ platform includes KHAN Academy Lite, which is composed of 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects, such as Arts & Humanities, Math, Computing, Economics & Finance, Science, Test Preparation and more.

6. Law Library

PROVIDER shall supply SmartLaw™ Digital Law Library to jail residents at no cost to the COUNTY or residents.

7. Overdrive

The tablet system shall have the ability to interface with COUNTY-provided OverDrive Digital Library should the OverDrive Digital Library not compromise the safety and security of the devices.

8. Voter Registration & Other Web-based Programs

- a. PROVIDER Secure link or app for direct voter registration for residents – upon contract execution, PROVIDER shall work with the COUNTY to determine if the website <https://myvote.wi.gov/en-us> meets the necessary security requirements/specifications for jail resident access via the SmartTablet.
- b. PROVIDER shall work with COUNTY to address other content needs related to web-based resources.
- c. If the website(s) meets network security requirements/specifications SmartTablet™ devices will be configured to provide jail residents with access to voter registration.

9. Messaging

- a. PROVIDER shall provide a fully functional electronic messaging system for the residents.
- b. PROVIDER shall have the capability to monitor and review all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney or clergy and client.
- c. PROVIDER shall maintain a record of all electronic messages sent through the electronic messaging system for the duration of the contract. All messages shall become the property of the COUNTY upon termination of the contract.
- d. Family and friends shall access the electronic messaging and photo delivery system via the SmartInmate.com website.

- e. Photos shall be screened by PROVIDER prior to delivery to resident via tablet. Sender shall not be charged for photos screened and rejected due to restricted content per COUNTY policy.
- f. COUNTY shall include information regarding the SmartInmate messaging system in at least one location next to the residents mailing address on the COUNTY's website, with a link to the SmartInmate.com website.
- g. Messages shall be available for residents to download from Smart Communications within 90 days of their release from Dane County custody.

10. Requests & Grievances

- a. PROVIDER shall provide SmartRequest™ Digital Request/Grievance/Medical form platform to allow residents to submit requests such as general, billing and medical requests, and grievances using the tablets, or kiosks.
- b. Grievance system shall provide the ability to categorize type of grievances including but not limited to:
 - 1. Emergency Grievances
 - 2. Staff Complaints
 - 3. General Grievances
 - 4. Food Service
 - 5. Medical/Mental Health
 - 6. Phone/Tablet/Visitation Grievance
 - 7. Customizable types

11. Agency Content

- a. COUNTY shall be able to create and add forms for resident use.
- b. COUNTY shall be allowed to upload Videos to be shared on the tablet system.
- c. System shall allow for creation of interactive, workable documents with eSignature capabilities for electronic signatures.

12. Video Conferencing

Video conferencing capabilities shall be available to use for Disciplinary Hearings, Court Hearings and confidential Nurse On-Call visits at no cost to the COUNTY or jail residents.

13. Jail Intelligence Functionality

- a. The system shall allow for review of all messages, general requests, medical requests, grievances, video visits and phone calls utilized through the tablet system.
- b. System shall be searchable by keywords.
- c. System shall allow for flagging and alerts of messages by individual or keywords.

E. SMARTWATCH OFFENDER WEARABLE

1. PROVIDER shall provide COUNTY with demonstration of the patent pending SmartWatch™ technology for Health and Wellness Monitoring and Alerts.
2. After testing phase is complete and the Smartwatch™ is available to offer to COUNTY, PROVIDER will provide estimates on costs.
3. If COUNTY desires to add this technology to the contract, an addendum shall be required.

F. SUPPORT EQUIPMENT

1. System software shall be security level-based, with user login and password protection available, and shall allow Facility Administrators to have full access to query, display and print individual resident telephone, tablet and video activity as well as perform general system administration and maintenance diagnostics.
2. The system shall include secure connectivity to the existing Dane County network in order to allow County personnel access to the system on network desktop workstations and follow the minimum standards; listed in **EXHIBIT 1: Dane County IT Infrastructure**, attached hereto and incorporated herein.
3. The equipment and software shall be provided at no cost to the COUNTY.

G. INSTALLATION

1. All costs associated with the installation of this system are the sole responsibility of PROVIDER. All software and hardware shall be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after kick-off meeting, which shall be scheduled within 10 business days of contract execution. PROVIDER must maintain continuity of service during the installation process of any new equipment. Any service disruption should be minimal and prescheduled with the COUNTY.
2. The PROVIDER is required to work with the existing PROVIDER and COUNTY to assure continuity of service with minimal disruption during the installation of any new equipment.
3. The COUNTY Sheriff's Office will determine the locations, as well as the need for future installations and disconnects.
4. All work and required schematics will be coordinated between Dane County Facilities Management and Information Technology as applicable.
5. PROVIDER shall be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.
6. COUNTY agrees to provide adequate space for installation of PROVIDER's equipment and easy accessibility for resident use during normal operating hours.
7. COUNTY agrees to maintain the area around the equipment and ensure safe and ready access by residents.

8. All wiring provided shall be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current performance standards.
9. Cabling upgrades shall be provided by PROVIDER, where necessary, to meet these requirements.
10. In-place cabling will be allowed to be tested and re-used.
11. In the existing facilities, PROVIDER shall put in their own network through the use of both wired and wireless connectivity with secure, web-based control for facility staff.
12. COUNTY shall provide data feed of all residents residing in the Jail Facilities and their current housing assignments. COUNTY acknowledges that this data feed is critical to the functionality of PROVIDER's services herein, including to ensure that each resident is authorized to use only those tablets appropriate to their housing assignment.

H. EQUIPMENT

1. All equipment shall be new and unused. Equipment classified as demonstrators, prototype or discontinued shall not be installed. The equipment shall be the latest model offered and must be tried, proven, and in current use.
2. COUNTY agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the PROVIDER's equipment from any source.

I. EXPANDABILITY

This system shall be expandable to service any new facility construction and/or expansion.

J. INVENTORY SCHEMATICS AND/OR DRAWINGS

1. Within 30 days prior to the commencement of services, the PROVIDER shall be required to provide a complete inventory of components owned by the COUNTY and any provided by the PROVIDER (clearly identified separately) that will be utilized in the performance of this contract, as well as their location.
2. This shall include the provision of a detailed cable map, if existing cable is not utilized, and/or a schematic drawing.
3. This same information will be required upon completion of the contract and must include everything that will be left on site, regardless of the owner.

K. ADDITIONAL REQUIREMENTS

1. PROVIDER will provide a solution to deliver recorded files securely for evidence and records requests.
2. Where the COUNTY's network infrastructure does not provide access to high-speed internet service, PROVIDER shall be responsible for all the costs associated with providing such service.

IX. TELEPHONE, TABLET & VIDEO VISITATION SYSTEM ADMINISTRATION

A. ADMINISTRATOR (OCT) RESPONSIBILITIES

The Administrator or Onsite Certified Technician's responsibilities shall include, but are not limited to:

1. The overall management of the phone, tablet, and video system and act as a liaison between the COUNTY and PROVIDER, or contractors/subcontractors.
2. Coordinating on-site operations.
3. Providing usernames and passwords to COUNTY staff and those authorized to access the system.
4. Enter all PINs, PANs, blocked numbers and any other new jail resident calling information.
5. Maintaining and managing resident phone database, including uploading attorney's phone numbers and assuring privileged calls from resident are not recorded.
6. Monitoring system operations.
7. Preparing reports and recommending system-wide improvements.
8. Meeting with COUNTY staff monthly and as needed to address any resident phone, tablet, and visitation system, service or management performance issues.
9. Perform routine and preventive maintenance on all technologies and services provided by Smart Communications.
10. Maintain all SmartEcosystem™ databases associated with the proposed technologies and services including resident phone, tablet, and video database.
11. Manage SmartTablet™ device distribution and replacement, including return of damaged, non-functional tablets for replacement.
12. Entering telephone numbers and designating specified numbers as privileged
13. Performing call blocking at the request of designated staff.
14. Responding to COUNTY requests for records. Other agency or public requests shall be handled by COUNTY.
15. Provide reports and investigative assistance at the COUNTY's request, such as the following:
 - a. SmartEvo™ RTS activity reports, including usage and revenue.
 - b. SmartVisit™ VVS activity reports, including remote and on-site sessions and remote revenue.
 - c. SmartTablet™ device activity reports, including education and entertainment content usage/revenue.

- d. SmartEvo™ RTS and SmartVisit™ VVS call monitoring.
16. Providing fixes to phone equipment such as replacing handsets, keypads, cords, and volume buttons.
 17. Providing prompt fixes to tablets, such as fixing headset ports and supplying immediate spares.
 18. Initiating trouble tickets/tracking progress, including scheduling on-site repairs for tasks outside of their expertise, such as wiring issues, and reporting resolution.
 19. Performing periodic reviews of maintenance issues equipment conditions on a monthly basis.
 20. Maintaining adequate equipment inventory to include sufficient supply of spares.
 21. Responding to inquiries and resolving all resident complaints, regardless of the source, related to phone and tablet systems, services or charges.
 22. The Administrator and/or PROVIDER shall not refer any such questions or complaints to the Jail, Sheriff's Office or other County staff.
 23. Receive and resolve all administrative comments and questions, to include blocking and unblocking specified numbers.
 24. Investigation documentation, including CDRs and audio, audio/visual recordings, and electronic messages ~~and scanned jail resident postal mail~~.
 25. Generating an alert system if an employee or flagged phone numbers are dialed on the phone system.

B. ATTORNEY/PRIVILEGED COMMUNICATIONS

1. PROVIDER agrees that all Attorney/Privilege non-recorded calls and remote video visits sessions are to be free/at no charge to the jail residents and/or called party. Attorney calls and remote video visits that are charged and/or recorded are subject to liquidated damages as indicated in **Section XV. LIQUIDATED DAMAGES**.
2. PROVIDER telephone and video visitation system shall have the capability to register attorney bar members for non-recorded calls/video visits. COUNTY is solely responsible for verifying attorney applicants and ensuring the accuracy of their registration. Should an attorney bar member who is properly registered as such have their calls/video visits with clients recorded, PROVIDER shall be subject to liquidated damages as specified in **Section XV. LIQUIDATED DAMAGES**.
3. All attorney communications via the resident communication services including resident telephones (wall mounted and via the Tablets), visitation sets, video visits and/or electronic messages shall not be monitored or recorded, nor shall the content of electronic messages be stored. Recorded Attorney communications with an attorney bar member who is

properly registered as such shall be subject to liquidated damages as listed in **Section XV. LIQUIDATED DAMAGES**.

C. TRAINING

1. PROVIDER shall provide complete on-site system training to familiarize facility personnel with the operation of the resident telephone and tablet system, video visitation system, and all auxiliary services prior to cutover on the use of all equipment and functions available to the County staff and residents.
2. Initial training shall be provided for existing jail staff.
3. PROVIDER will train jail residents and ensure they are able to access the tablet content.
4. PROVIDER shall provide training annually or at the COUNTY's request for continuous training of new jail staff.
5. Training must include all resident functions, system administration functions, report generation and use, recording/monitoring, PROVIDER support procedures, and other subjects needed for a full and complete implementation.
6. In addition to the on-site training program, the PROVIDER has a robust online training program including training links and videos. This training shall also be made available to jail staff on an ongoing basis.
7. PROVIDER shall include free registration for up to four (4) COUNTY staff to attend PROVIDER's Annual User Conference in the United States.

D. MAINTENANCE SUPPORT

1. PROVIDER shall provide 24-hour/day telephone, tablet access with local or toll-free number for full maintenance support, and responsibility for providing coordination of repairs on local, intralata, interlata, and interstate services.
2. All repairs will be performed at the PROVIDER's expense during the term of the contract.
3. PROVIDER shall follow Service & Maintenance plan provided with proposal - see **EXHIBIT 2: Service Escalation Matrix & Maintenance Plan**, incorporated herein by reference, for detailed information on PROVIDER's maintenance, support, response time, training, and repair plan for COUNTY.

4. Account Records

PROVIDER shall be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

5. Permissions

- a. System will be permission based to allow different users to have access to different privileges in the system, as defined by COUNTY.

- b. Each user will require a unique username and password that will determine their level of functionality.

6. Liability

The COUNTY shall not be liable for fraud, theft, vandalism/damage, or loss of PROVIDER's equipment. All costs associated with repair or replacement shall be the responsibility of PROVIDER, except intentional damage of tablets in excess of 20% of the annual facility inventory shall be the responsibility of the COUNTY unless otherwise covered by restitution. COUNTY shall assist PROVIDER in investigating incidents of theft, vandalism, or missing equipment, and with obtaining restitution, as applicable.

7. Ownership of Data

- a. Upon termination or expiration of the Contract, it is understood that all completed or partially completed data, records, computations, survey information, and all other material the PROVIDER has collected or prepared in carrying out the Contract shall be provided to and become the exclusive property of the COUNTY unless or until such time as any of the above materials become public domain.
- b. Any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by PROVIDER under this Contract shall not be made available to any individual or organization by PROVIDER without the prior written authorization of the COUNTY.
- c. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf PROVIDER. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of the COUNTY of the materials specifically and of the dissemination in general.

8. Media Releases & Contact

PROVIDER's staff, independent contractors and subcontractors shall be restricted from releasing any information about the Contract or events occurring within a COUNTY facility to a public forum or to the media without the express authorization of the COUNTY and coordinated through the COUNTY's public information representatives.

9. Reports

- a. At minimum, the PROVIDER is required to prepare and submit the reports identified within this section to the COUNTY by the 10th day following each month. The reports must be submitted to the COUNTY electronically and in an Excel spreadsheet or in a format that can easily be exported into Excel.
- b. **Monthly Phone Usage:** A summary report by phone instrument showing, at minimum:
 - 1. Total calls made
 - 2. Total visits made

3. Total positively accepted calls
 4. Average minutes per accepted call
 5. Number of calls by resident
 6. Number of disallowed calls by the following categories:
 - a. Local
 - b. IntraLATA
 - c. InterLATA
 - d. Interstate Local Calls
 - e. International Calls.
- c. **Monthly Tablet Usage:** A summary report by tablet usage.
- d. **Quarterly System Performance & COUNTY Service:** Provide Quarterly Reports on system performance and COUNTY services issues. This report is to include, but is not limited to:
1. Service problems (hardware and software)
 2. Resident complaints
 3. Resident complaint resolutions
 4. Amount of time to resolve each problem
- e. PROVIDER shall have the capability of providing detailed reports to COUNTY for identified time periods by phone and tablet, by category, or by call types when requested, or make such reports available to COUNTY to run at their discretion.
- f. PROVIDER shall have the capability of providing robust detailed reports to retrieve grievance data by staff member, housing location, and grievance type.
- g. All reports shall be electronically submitted to the following email address: louis.kelly@danesherriff.com.

10. Rates/Fees

- a. PROVIDER may not pass on or pass through to the customer paying for collect calls the charges referred to as "LEC billing cost", "billing rendering fee", "billing recovery fee", "bill statement fee" or any other "hidden" fees.
- b. All rates/costs must be transparent and identified to the COUNTY up front and should be designed to provide the lowest possible cost to the resident.

E. TELEPHONE, TABLET & VIDEO VISITATION SYSTEM REQUIREMENTS

1. Ability to turn off entire system or individual locations in the system from a central location inside of the facility or via software settings. The proposed system will not require any electrical outlets at the actual phone and visitation locations.
2. Surge protection and minimum 2-hour uninterruptible power supply shall be included to prevent potential problems in the system caused by power surges and spikes. PROVIDER shall provide the minimum requirements which meet industry standard.

3. Diagnostic tests and periodic assessment for proper operation of phones and visitation stations must be performed on a regular basis or as recommended by the manufacturer.
4. Installation of system updates, upgrades and or enhancements must be performed on a regular basis or as recommended by the manufacturer.
5. All databases created and/or maintained for resident call, tablet, and visitation records are the property of Dane County and must be backed up at least weekly to an off-site location.
6. Regular software upgrades are to be implemented throughout the contract term, with enhanced features being offered to the COUNTY at no additional charge.
7. Any downtime required for maintenance/upgrades should be scheduled 48 hours in advance by providing written notice to the COUNTY and scheduled at a time that results in the least amount of disruption. COUNTY shall be notified of immediately of all available upgrades for system and once COUNTY has approved of upgrading, PROVIDER is expected to install upgrades within 60 days of release. Failure to install upgrades within 60 days of release will result in Liquidated Damages, detailed in **Section: XV. Liquidated Damages**.
8. System shall provide automatic problem reporting capabilities and automatic notification to PROVIDER 24/7 when any segment of the system is out of service. The recording system shall provide continuous on-line self-test diagnostics. Any recording drive failure must immediately notify PROVIDER and COUNTY with some type of alarm. This includes hard drive failures.
9. PROVIDER is responsible for ensuring immediate notification to COUNTY of any outages. Failure to do so will result in Liquidated Damages detailed in **Section XV. Liquidated Damages**.
10. System shall provide call detail-reporting (CDR) capabilities, both in screen display and printed report form, as follows: station number, telephone/line being used, trunk definition (local or long distance), number dialed, date, time-of-day, duration of the call, destination (city and state), reason for call not completed if applicable, charge for call and call type (local, interLATA, intraLATA, interstate).
11. The system shall have integrated call supervisions and reporting capabilities including live conversation monitoring, recording and playback.
12. The system shall provide for call monitoring without any detectable deterioration of call quality or call interruptions.
13. System must notify residents by a recorded message that the call/visit may be monitored.
14. System shall provide the capability for access to free calls and visitation for the purpose of legal representation.
15. The system shall have a call alert feature that alerts COUNTY that a designated resident is calling a number that has been assigned to alert status. Alert notification will allow COUNTY to then monitor the call in-progress without the resident or called party having knowledge of this. The alert will be generated if

dialed regardless of call completion.

16. Recorded calls and visits should be retrievable and playable on any existing sound capable PC via network connection.
17. Flagging and archiving of recorded calls and visits shall be accomplished by a Windows interface with simple search criteria fill-in screens.
18. The system will provide the ability to create and maintain a phone tablet, and visitation account unique to each resident.
19. The system shall require PIN numbers for each individual resident for monitoring of calls and visits.
20. Multilingual interpretation and translation with meaningful access on the phone, tablet, and visitation shall be provided in the top five languages by qualified interpreters and translators.

X. COUNTY TECHNOLOGY STANDARDS

- A. **EXHIBIT 1: Dane County IT Infrastructure**, attached hereto and incorporated herein, describes the technology standards at Dane County in a variety of areas that should be adhered to as part of any new technology deployment.
- B. The resident Phone, Tablet, and Video Visitation System must have the ability to receive information from the existing Records Management System. The system must interface directly with Motorola's Flex Data Exchange API – PROVIDER is responsible for signing an agreement with Motorola for access to their API and any associated costs.
- C. Any necessary changes to the interface due to upgrades to the RMS are the responsibility of the PROVIDER.
- D. PROVIDER shall provide at least 5 working days' notice to the County whenever possible when making network configuration changes, alerting County network administrators of potential problems.
- E. The jail addition will be wired for the COUNTY network AP locations. Additionally, at each location there will be a spare backbox and Cat6 wiring from the backbox to our technology room backbone for use by the tablet provider. The PROVIDER shall supply their own AP and any other equipment to tie into the Dane County network. Dane County Information Management will need to approve the routes.

XI. SYSTEM AUDITING

The following is a list of the system auditing requirements:

- A. Dane County and their duly authorized representatives shall have prompt access for the purpose of audit and examination to all of the PROVIDER's books, documents, papers, financial transactions, reports and records that pertain to County activities and funds, on an annual basis.
- B. PROVIDER shall maintain sufficient records to ensure proper determination of funds due to the COUNTY. Records shall be made available to the COUNTY for review upon request. During and after the term of this Agreement, including any renewal period (s), PROVIDER shall recognize and protect the confidentiality of all information and shall not

disclose information to ANY party other than to the COUNTY, except by written consent of the COUNTY. Names and information are not to be turned over to any party under any circumstance even in the pursuit of collecting or retrieving bad debt.

- C. PROVIDER shall provide a monthly Call Detail Report, which shall include, but is not limited to: total/true gross billable revenue, (i.e., local, long distance, calling card, etc.) Additional management reports must document: call/visitation origination, destination and duration; billing dates; call type (i.e., local, long distance, calling card etc.) minute usage. Individual reports will be made available by PROVIDER to COUNTY documenting: local, long distance, and calling cards. COUNTY may request further call detail usage reports at any time. The PROVIDER shall work with the COUNTY to ensure management reports meet the COUNTY'S needs.

XII. STANDARDS OF PERFORMANCE & ACCEPTANCE

- A. PROVIDER shall complete system performance testing to determine if the system performs as follows:
1. In accordance with the manufacturers published specifications, as well as the requirements as defined per this agreement.
 2. If applicable, meets all of the any optional requirements included in the base system.
- B. If the system fails to meet the standards of performance after sixty- (60) calendar days, COUNTY may elect one of the following and so notify PROVIDER in writing of such election:
1. COUNTY may terminate the contract and request the removal of the software and hardware with no charges or penalties.
 2. COUNTY may demand, and PROVIDER agrees, to install a direct replacement of the software and/or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.
 3. COUNTY may demand that the PROVIDER remove their software and hardware and reinstall/restore the COUNTY'S previous system.
- C. The system shall not be accepted until PROVIDER has submitted appropriate notice to the COUNTY that the above has been completed, which includes documentation verifying testing parameters.

XIII. MAIL SCANNING — OFF PREMISE MAIL SCANNING

~~PROVIDER shall provide off-premise MailGuard™ Post Mail Elimination System at no cost to COUNTY or jail residents to convert routine, non-legal physical mail into electronic documents which shall not require Facility staff labor or exposure risk.~~

~~A. Off-Premise Mail Scanning shall be implemented beginning January 1, 2026.~~

~~B. All resident postal mail shall be sent offsite to PROVIDER's digital mail processing center in Seminole, FL.~~

~~C. PROVIDER shall convert mail into high-definition, color, digital files.~~

- ~~D. All digitized files shall be filtered electronically in accordance with COUNTY's security settings, including PHOTOS.~~
- ~~E. All mail will be delivered electronically to the COUNTY via Smart Communications, Smart Ecosystem Dashboard the same day it is received at the scanning facility.~~
- ~~F. COUNTY can choose to auto-approve scans and processed mail can be delivered immediately to a jail resident's account.~~
- ~~G. COUNTY staff can selectively or globally hold the mail for facility review prior to delivery to resident via tablets or kiosks.~~
- ~~H. COUNTY staff can reassign scans to another jail resident within the facility if needed.~~
- ~~I. COUNTY staff can view approved scans via the facility messaging application.~~
- ~~J. COUNTY staff can view and audit mail scans.~~
- ~~K. All scans with a booking number will be automatically approved and delivered.~~
- ~~L. If the scanner cannot read the booking number, Processing Center staff would need to open and assign.~~
- ~~M. Physical mail will be stored in a dry, climate-controlled environment in the PROVIDER'S secure mail processing facility, for a minimum of 60 days. When storage period expires, original copies will be destroyed via an on-site paper shredding process, unless the COUNTY submits a written request to retain the original for a specific jail resident, group of jail residents or all jail residents for a longer time period. The COUNTY understands that a critical feature of the MailGuard system is to ensure the safety and security of the jail environment and agrees that original mail is kept off-site and destroyed in accordance with that purpose. PROVIDER will accommodate requests made by facility staff for the return of original mail.~~
- ~~N. No professional, legal, privileged mail or packages will be processed by the mail scanning PROVIDER. In addition, no mail with checks or money orders will be processed. These items will be returned to sender by Processing Center staff.~~
- ~~O. PROVIDER shall utilize Mailguardtracker.com website which allows senders to set up an account to be notified via email or text message when mail is received, under review, or rejected.~~
- ~~P. PROVIDER shall manage and respond to mail senders and recipients regarding acquiring any original mail~~
- ~~Q. Jail Residents shall be able obtain digital copies of mail from PROVIDER for up to 90 days after their release from Dane County custody at no cost.~~

XIII. ONSITE LEGAL MAIL PROCESSING

- ~~A. PROVIDER will supply a minimum of two patented MailGuard Legal™ system mail-scanning devices (additional units based on need).~~
- ~~B. Legal mail received at the jail facility, shall be opened in front of resident by Jail staff. Contents will then be scanned at a kiosk and uploaded to the resident's tablet account or~~

~~printed for resident use.~~

~~C. The Patented MailGuard Legal™ system shall not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.~~

~~D. PROVIDER shall have a vetting and registration process for facility staff to verify and validate attorneys, ADA's, and other legal counsel.~~

~~E. PROVIDER shall also include specialized Attorney messaging feature with eSignature functionality, allowing vetted attorneys to exchange electronic messages and legal documents confidentially with jail residents at no cost. With eSignature functionality, attorneys can insert required signatures, initials and date stamp.~~

XV. LIQUIDATED DAMAGES

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

LIQUIDATED DAMAGES	
DESCRIPTION	AMOUNT
All Resident Communication Services 1. Any charges/fees added to the called party's bill or account or resident without the express written consent of COUNTY. PROVIDER must issue refunds to all overcharged end-users or residents within 5 business days; a list of the issued credit must be provided to COUNTY as documentation.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
All Resident Communication Services 2. Unauthorized video visitation sessions or Tablet transactions completed by PROVIDER including allowing access to unauthorized wireless networks.	\$5.00 per completed, unauthorized transaction.
All Resident Communication Services 3. Any changes to the rates not required by regulatory authorities that are made without the express written approval of COUNTY will result in liquidated damages. PROVIDER must issue refunds to all overcharged end-users or residents within 5 business days; a list of the issued credits must be provided to COUNTY as documentation.	\$5.00 per completed call, video visitation session or Tablet transaction that was rated/charged using the unauthorized rates(s).

LIQUIDATED DAMAGES (continued)	
DESCRIPTION	AMOUNT
All Resident Communication Services 4. RESIDENT TELEPHONE SYSTEM and other reports detailed on page 31, section D.9. Reports: At minimum, the PROVIDER is required to prepare and submit the reports identified within this section to the COUNTY by the 10th day following each month. The reports must be submitted to the COUNTY electronically and in an Excel spreadsheet or in a format that can easily be exported into Excel.	\$500.00 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 the contract requirements.
All Resident Communication Services 5. Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of resident telephone calls, video visitation sessions, or tablet services without the express written consent of COUNTY.	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
All Resident Communication Services 6. Due to PROVIDER's action(s), if any installation, initial or additionally requested resident communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan. This includes the provision of remote access for resident communication services.	\$500.00 per day for each day the after the agreed-upon date until the installation is complete.
All Resident Communication Services 7. System shall provide automatic problem reporting capabilities and automatic notification to PROVIDER 24/7 when a major (more than 25%) segment of the system is out of service. The recording system shall provide continuous on-line self-test diagnostics. Any recording drive failure must immediately notify PROVIDER and COUNTY with some type of alarm. This includes hard drive failures. PROVIDER is responsible for ensuring immediate two-hour window for notification to COUNTY of any major (more than 25%) outages. Failure to do so will result in Liquidated Damages.	\$500.00 per hour from time of outage if COUNTY is not notified by either automated notification or PROVIDER notification within two hours of outage.

LIQUIDATED DAMAGES (continued)	
DESCRIPTION	AMOUNT
All Resident Communication Services 8. PROVIDER shall respond to repair/service problems promptly given the 24/7 operations of the jail. In addition, follow-up with appropriate personnel to assure repair has been completed and system is performing properly. PROVIDER shall respond to service requests within one (1) hour. A full-time onsite tech will be provided Monday/Friday excluding holidays, nights and weekends. OCT will be available for call-in after hours or another service technician will respond. If a service call is made outside of the On-Site technician schedule for more than 25% system outage, and issue cannot rectified remotely, a service technician will be onsite either within 4 hours when available or PROVIDER will provide communication that a Technician is currently in route to the site within 4 hours and will be onsite within 12 hours.	\$500.00 for each hour technician is not on site after 12 hours from time-of-service call if outage effects more than 25% of services and equipment and service cannot be restored remotely.
All Resident Communication Services 9. When COUNTY suffers one or more lost, unrecoverable or un-useable recording(s). COUNTY agrees to notify PROVIDER of such instances and provide up to 7 days per instance for PROVIDER to produce the call or video recordings.	\$1,000.00 per “occurrence” not per recording, if PROVIDER is unable to produce recordings after 7 days.
All Resident Communication Services 10. PROVIDER shall adhere to COUNTY’s performance process when upgrading each resident communications service, software, equipment, or performing any changes to the resident communications that affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by PROVIDER.	\$500.00 per occurrence.
All Resident Communication Services 11. Any downtime required for maintenance/upgrades to existing system and infrastructure should be scheduled 48 hours in advance by providing written notice to the COUNTY and scheduled at a time that	\$1,000.00 per day over 60 days for failure to install upgrades.

LIQUIDATED DAMAGES (continued)	
DESCRIPTION	AMOUNT
11. (cont). results in the least amount of disruption. This does not apply to new technologies, services or features that may become available in the future. COUNTY shall be notified immediately of all available upgrades for existing system and infrastructure and once COUNTY has approved of upgrading, PROVIDER is expected to install upgrades within 60 days of release. Failure to install upgrades within 60 days of release may result in liquidated damages incurred by PROVIDER.	See above
All Resident Communication Services 12. PROVIDER shall adhere to Section IX. B. Attorney Communications when transferring attorney telephone numbers from the incumbent resident telephone system provider to PROVIDER's Resident Telephone System (RTS). Any telephone numbers and/or video visitation accounts (attorney, consulates, clergy etc.) improperly transferred, added or uploaded via PROVIDER and not COUNTY staff that are not properly configured for non-recorded and free calls and/or video visits. Once trained by the PROVIDER, COUNTY will be responsible for ensuring all privileged accounts are properly labeled, configured and vetted and ensure the permissions on each privileged user account is correct and verified before allowing the system to go live. PROVIDER will not be responsible for liquidated damages if COUNTY has not properly vetted and configured settings for preexisting privileged user accounts that are transferred into PROVIDERS system. Should failure of PROVIDER and not COUNTY staff result in attorney/privileged call or video visit recordings and/or charges to the resident or end-user, PROVIDER shall remove access to any and all unauthorized call or video recordings in the RTS and/or VVS and refund the end-user or resident for any unauthorized charges within 24 hours of notification from COUNTY of such instances.	\$1,000.00 per occurrence of improperly recording privileged call or video visit. \$5.00 per completed call or video visitation session that was charged to the resident or called party.

SCHEDULE B

Pricing Structure and Payment

I. RATES & CHARGES FOR RESIDENT TELEPHONE & VIDEO VISITATION SERVICES

- A. 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").
- B. All rates, fees, and charges within Schedule B shall remain in effect for the duration of this Contract, including any renewal terms except for the Administrative Fee, unless changed through an amendment to the Contract.
- C. COUNTY and PROVIDER understand and acknowledge that from time-to-time regulatory authorities and other governing bodies may make rule changes that affect the financial terms of the services offered in the Agreement and thereby PROVIDER's financial ability to maintain such services. In such event, the parties agree that PROVIDER may make changes to its financial terms to bring its service offerings, rates, and fees both into conformance with any applicable rule changes and still maintain a reasonable profit upon acceptance from COUNTY.

II. PHONE RATES

Debit Calls			
#	Description	Unit of Measure	Rate (\$)
1	LOCAL - Usage Fee	Per Minute	\$0.03
2	LOCAL - Connection Fee	Per Minute	\$0.00
3	IntraLATA - Usage Fee	Per Minute	\$0.03
4	IntraLATA - Connection Fee	Per Minute	\$0.00
5	Intrastate - Usage Fee	Per Minute	\$0.03
6	Intrastate - Connection Fee	Per Minute	\$0.00
7	Interstate - Usage Fee	Per Minute	\$0.03
8	Interstate - Connection Fee	Per Minute	\$0.00
Collect Calls			
#	Description	Unit of Measure	Rate (\$)
9	LOCAL - Usage Fee	Per Minute	\$0.03
10	LOCAL - Connection Fee	Per Minute	\$0.00
11	IntraLATA - Usage Fee	Per Minute	\$0.03
12	IntraLATA - Connection Fee	Per Minute	\$0.00
13	Intrastate - Usage Fee	Per Minute	\$0.03
14	Intrastate - Connection Fee	Per Minute	\$0.00
15	Interstate - Usage Fee	Per Minute	\$0.03
16	Interstate - Connection Fee	Per Minute	\$0.00

Prepaid Collect			
#	Description	Unit of Measure	Rate (\$)
17	LOCAL - Usage Fee	Per Minute	\$0.03
18	LOCAL - Connection Fee	Per Minute	\$0.00
19	IntraLATA - Usage Fee	Per Minute	\$0.03
20	IntraLATA - Connection Fee	Per Minute	\$0.00
21	Intrastate - Usage Fee	Per Minute	\$0.03
22	Intrastate - Connection Fee	Per Minute	\$0.00
23	Interstate - Usage Fee	Per Minute	\$0.03
24	Interstate - Connection Fee	Per Minute	\$0.00

III. VIDEO VISITATION

#	Description	Unit of Measure	Rate (\$)
25	On-Premise Video Visitation	Per Minute	\$0.00
26	Remote Video Visitation	Per Minute	\$0.12

IV. TABLET SERVICES & CONTENT

Messaging from Friends & Family (billed to sender)			
#	Description	Unit of Measure	Rate (\$)
27	Written SMS Message (up to 100 characters)	Per Message Received	\$0.10
28	Written "Email" Message (up to 30,000 characters)	Per Message Received	\$0.50
29	Photo Delivery	Per Photo Received	\$0.50
Messaging to Friends & Family (billed to sender)			
#	Description	Unit of Measure	Rate (\$)
30	Written Message SMS (up to 100 characters)	Per Message Sent	\$0.10
31	Written Email Message (up to 30,000 characters)	Per Message Sent	\$0.50
Tablet Fees & Accessories			
#	Description	Unit of Measure	Rate (\$)
32	Tablet Use	Per Minute	\$0.00
33	Headphones or earbuds (one to each new booking) (Replacements available through commissary for purchase by resident).	Per Unit	\$0.00
34	Basic SmartEntertainment™ Content	Per Minute	\$0.00
35	Premium SmartEntertainment™ Content	Per Minute	\$0.03
36	SmartEd™ and SmartReentry™ Content	Per Minute	\$0.00

Included Services with Tablets			
#	Description	Included	Fee
37	Audio and Video Recording and storage	Yes	\$0.00
38	Continuous Biometric Technology	Yes	\$0.00
39	Grievance System Services	Yes	\$0.00
40	Medical Request Service	Yes	\$0.00
41	Confidential Wireless Network accessible by Medical and Mental Health Provider	Yes	\$0.00

V. TRANSACTION FEES

#	Description	Unit of Measure	Fee (\$)
42	Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	Per Deposit	\$0.00
43	Fee for payment using live operator	Per Deposit	\$0.00
44	Paper bill/statement fee	Per Statement	\$0.00
45	Fee for use of third-party money transmitter (ie: MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	Per Deposit	\$0.00

VI. MAIL SCANNING SERVICES

#	Description	Unit of Measure	Rate (\$)
46	Cost for Off-Site Mail Scanning Services	N/A	\$0.00
47	Cost for Legal Mail Scanning Services	N/A	\$0.00

VII. ADMINISTRATIVE FEES

PROVIDER will be assessed an annual administrative fee by COUNTY as outlined within this section, funds will be provided from SmartTable™ device revenue earnings.

#	Description	Unit of Measure	Fee (\$)
48	Administrative Fee - Term 1	Per Term	\$269,000.00
49	Administrative Fee - Term 2	Per Term	\$277,070.00
50	Administrative Fee - Term 3	Per Term	\$285,382.10
51	Administrative Fee - Term 4	Per Term	\$293,943.56
52	Administrative Fee - Term 5	Per Term	\$302,761.87

VIII. INDIGENT SERVICES

- A. PROVIDER shall provide free phone calls for indigent residents up to \$25,000 per year.
- B. COUNTY will screen resident for indigent status and inform PROVIDER of those who qualify based on COUNTY guidelines.
- C. PROVIDER shall provide two free messages per week for all jail residents, regardless of indigent status.