

**DANE COUNTY CONTRACT # \_\_\_\_\_**

Revised 11/2024



**Department:** Sheriff  
Global Tel\*Link  
**Provider:** Corporation dba ViaPath  
Technologies  
**Expiration Date:** December 31, 2028  
**Maximum Cost:** \$0

**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 Global Tel\*Link Corporation d/b/a ViaPath Technologies (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, Resident Tablet Services,

**WHEREAS** PROVIDER, whose address is 3120 Fairview Park Dr. Suite 300, Falls Church, VA 22042 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 ("EFFECTIVE DATE") 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 have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with PROVIDER (each an "AFFILIATE" without the consent of the COUNTY; provided, further, PROVIDER shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of PROVIDER or substantially all of PROVIDER's assets shall not constitute an assignment requiring consent of COUNTY for purposes of this Agreement. PROVIDER shall promptly provide notice to COUNTY of any such assignment or transfer no later than thirty (30) days prior to assignment or transfer of services outlines in this, or any successive, agreement.

### 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 by 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 contractual 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, to the extent paid for by the County, become the property of COUNTY. Notwithstanding the foregoing, all PROVIDER-owned equipment, systems, infrastructure, software, intellectual property, and other capital assets (including, without limitation, hardware platforms, tools, and related materials), shall remain the property of the PROVIDER, unless otherwise expressly agreed in writing by the Parties. Upon such termination, PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any and all satisfactory work. For purposes of this Section, "just and equitable compensation" shall include reimbursement of CONTRACTOR's unrecovered capital costs incurred, not to exceed \$650,000, in reliance on this Agreement in the event PREMISES PROVIDER terminates within the first twelve eighteen (128) months of the Effective Date. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for direct damages sustained by COUNTY by virtue of any material 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 and Damage to Rented Premises. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, equipment, contractual liability, or completed operations. Owned equipment is covered under PROVIDER's Property Insurance Policy.

2. Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for automobile liability insurance shall, at a minimum, be comparable to ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

3. RESERVED

4. Workers' Compensation.

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

5. 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 DANE COUNTY is included as an "Additional Insured" on its Umbrella or Excess Liability policy where required by contract.

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, except after thirty (30) days (ten (10) days for non-payment of premium).

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.

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.

- C. 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. DATA PRIVACY PROTECTION REQUIREMENTS:**

1. The PROVIDER shall implement reasonable administrative, technical, and physical safeguards to protect any personal, confidential, or sensitive data accessed, processed, or stored in the performance of this Agreement. These safeguards, at a minimum, include:
  1. Breach Notification  
The PROVIDER must notify COUNTY of any known or suspected data breach within seventy-two (72) hours of discovery.
  2. Access Controls  
Data access must be restricted to authorized personnel only, with mechanisms in place to prevent unauthorized data exposure.
  3. Data Use Prohibition  
The PROVIDER is prohibited from selling, using, or renting personal data, except where explicitly authorized by COUNTY in writing.
  4. Data Disposal or Return  
Upon completion or termination of the contract, the PROVIDER must ensure secure disposal or return of all County data.
  5. Compliance with Laws  
The PROVIDER must comply with all applicable local, state, and federal privacy laws throughout the duration of the contract.
2. The PROVIDER shall provide documentation upon request to demonstrate compliance with these requirements and shall fully cooperate with any audits or assessments conducted by COUNTY to verify adherence to data privacy obligations

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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."

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. 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:**

\_\_\_\_\_  
Eileen Tobin  
Senior Director, Contracts

\_\_\_\_\_  
Date

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_  
Melissa Agard  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

## SCHEDULE A Scope of Work

### I. GENERAL

A. Terms:

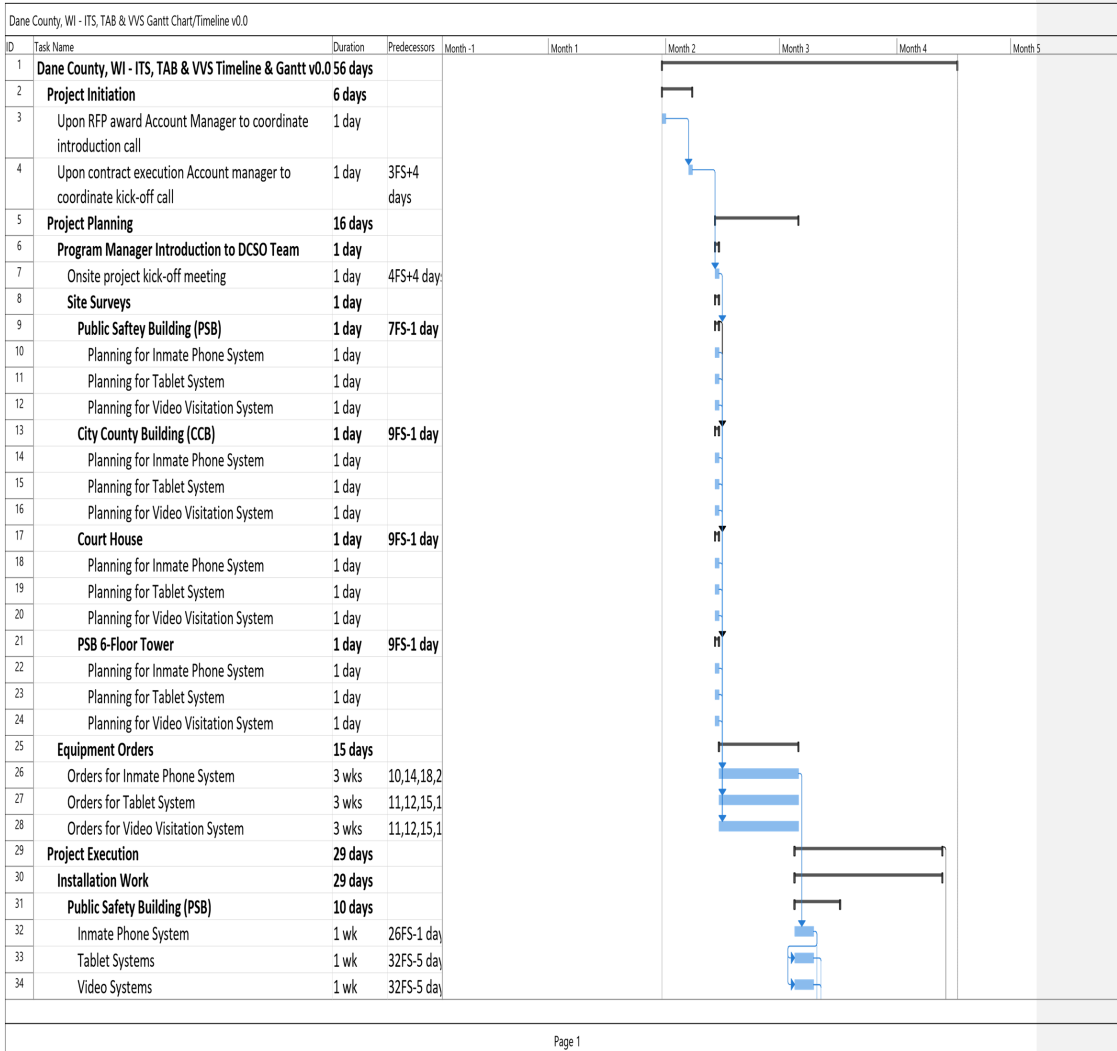
1. Term 1: The Effective Date (the date the Agreement is fully executed) – through December 31, 2026
2. Term 2: January 1, 2027 - December 31, 2027
3. Term 3: January 1, 2028 - December 31, 2028
4. Term 4: January 1, 2029 - December 31, 2029 (Renewal Term)
5. Term 5: January 1, 2030 - December 31, 2030 (Renewal Term)

This Agreement shall commence on the Effective Date and shall replace and supersede the Contract Number 13979 and related addenda. This Agreement shall continue in full force and effect through the end of Term 3. The Agreement shall have (2) renewal extensions for Term 4 and Term 5 available that may be exercised by addendum.

- B. PROVIDER shall upgrade the current 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. [INTENTIONALLY OMITTED – Reference – On-Premise Legal Mail Scanning].
- D. 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. All contractors shall meet Jail Access standards.
- E. 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.
- F. 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.
- G. 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.
- H. Upon completion, all as-built drawings and revised schematics shall be forwarded to the COUNTY, preferably in dwg format.
- I. PROVIDER shall have 60 days from contract execution to install all new equipment, including existing tablets. This does not include the Tower, or installation of the new visitation stations at the end of the Jail Consolidation project.
- J. 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.



Dane County, WI - ITS, TAB & VVS Gantt Chart/Timeline v0.0				Month -1	Month 1	Month 2	Month 3	Month 4	Month 5
ID	Task Name	Duration	Predecessors						
35	<b>Go-Live Prep</b>	<b>4 days</b>							
36	Configure Inmate Phone Platform	1 day	32FS-1 day						
37	Configure Tablet Platform	3 days	33,34						
38	Configure Video Platform	3 days	33,34						
39	<b>Training &amp; Go-Live</b>	<b>5 days</b>							
40	Phone System	1 day	36						
41	Tablet System	1 day	37FS+1 day						
42	Video System	1 day	41FS-2 day						
43	<b>City County Building (CCB)</b>	<b>16 days</b>							
44	Inmate Phone System	1 wk	34						
45	Tablet Systems	1 wk	44FS-5 day						
46	Video Systems	2 wks	44FS-5 day						
47	<b>Go-Live Prep</b>	<b>9 days</b>							
51	<b>Training &amp; Go-Live</b>	<b>11 days</b>							
55	<b>Court House</b>	<b>10 days</b>							
56	Inmate Phone System	1 wk	46						
57	Tablet Systems	1 wk	56FS-5 day						
58	Video Systems	1 wk	56FS-5 day						
59	<b>Go-Live Prep</b>	<b>3 days</b>							
63	<b>Training &amp; Go-Live</b>	<b>5 days</b>							
67	<b>PSB 6-Floor Tower</b>	<b>9 days</b>							
68	Inmate Phone System	1 wk	58						
69	Tablet Systems	1 wk	68FS-5 day						
70	Video Systems	1 wk	68FS-5 day						
71	<b>Go-Live Prep</b>	<b>3 days</b>							
75	<b>Training &amp; Go-Live</b>	<b>4 days</b>							
79	<b>Project Close</b>	<b>2 days</b>							
80	DCSO Acceptance & Account Team Transition	1 day	29						
81	Close Project Phase	1 day	80						

<b>Current Location of Phones &amp; Video Visitation</b>						
<b>#</b>	<b>Phone Location</b>	<b># of Residents</b>	<b># of Phones</b>	<b># of Visitation Stations (2 phones/handsets per station)</b>	<b>Current # of Wall Kiosks</b>	<b>NFC Units</b>
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	1?
5	PSB Female Housing	16	3		2	1?
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
<b>TOTAL</b>		<b>822</b>	<b>150</b>	<b>36</b>	<b>28</b>	<b>177</b>

### **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 reasonably necessary to perform the Services and reasonably requested at no cost to the COUNTY. Consumables, with the exception of paper, are the responsibility of the PROVIDER.  
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 and have technician on-site within four (4) hours of request in accordance with the priority level of the case.
- B. PROVIDER's Technical Support Center is available to COUNTY 24/7/365.
1. Phone: 800-646-6283
- C. PROVIDER shall provide a dedicated, full-time (40 hours/week) On-site Field Technician 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 Field Technician is not and shall not be considered an employee of the COUNTY.
1. An On-site Certified Field Technician shall be hired and assigned to the site by and shall be available to assist with implementation. Field Technician must meet Jail Access standards.
  2. Field Technician 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 Field Technician 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. Any required changes shall be mutually agreed upon in writing by the parties.
  - 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. New fixed resident telephone stations to replace existing hardware in the PSB and CCB Jails on an as needed basis.
  - b. A public phone in the PSB Lobby and PREA line.
- 2. Upon the completion of the South Tower, the COUNTY expects that phone service in the new facility will be primarily through provided tablets.
- 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. All exposed fasteners shall be constructed of stainless steel and have a tamper proof head.

**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 upon request 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) Elior 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 interpretation 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 visitation registration Kiosks in the CCB and PSB Jail Lobbies.
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. All exposed fasteners shall be constructed of stainless steel and have a tamper-proof head.
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 at the end of the contract

6. Stored video recordings shall 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 Spanish. Other languages will be mutually agreed upon in writing.
4. The system will display notifications to resident and visitor, (English and Spanish that their visit may be monitored and recorded. Other languages will be mutually agreed upon in writing.
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 PROVIDER kiosk or tablet 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 20% 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).
5. PROVIDER shall also provide a minimum of 4 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. All exposed fasteners shall be stainless steel and shall have tamper-proof heads.
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 English, Spanish and French. Content can include Chinese-Mandarin, Hmong Russian, and Arabic. PROVIDER shall make available options for other languages upon mutual written agreement.
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. TABLET DAMAGE, REPLACEMENT AND RESTITUTION 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 report damage to the PROVIDER administrator or on-site Technician for repair or replacement. If a tablet is malfunctioning, lost or stolen, the facility will report immediately to the PROVIDER administrator or on-site Technician.
- c. Replacement Conditions: Tablet replacement shall be determined in accordance with the conditions below:
  1. Normal Wear and Tear. Replacement of Tablets due to normal wear and tear will be provided by PROVIDER.
  2. Defect or Malfunction. Replacement of Tablets that fail due to manufacturing, provisioning, or software defects rendering the Tablet inoperable will be provided by PROVIDER.

3. Damage or Tampering. Replacement of Tablets that have been damaged or tampered with will not be provided by PROVIDER at no cost. Replacement costs for such Tablets shall be the responsibility of the COUNTY. Damage or tampering includes, without limitation, cracked or smashed screens, missing or removed internal components, opening or prying of the casing, or writing on, vandalizing, or graffitiing the Tablet.
  4. Loss or Theft. If a Tablet is lost or stolen, the resident must immediately report the loss or theft to Premises Provider staff, submit a replacement request, and cooperate fully in recovery efforts. Replacement will be subject to PROVIDER review, and replacement costs shall be the responsibility of the COUNTY.
  5. Misuse or Violation of Terms. COUNTY shall be responsible for replacement costs for Tablets damaged as a result of misuse or violation of applicable Terms of Use, including intentional, reckless, negligent, or purposeful damage or destruction.
- d. Replacement Cost Invoicing/Billing. The Parties agree that the replacement cost for a Tablet is \$200.00. COUNTY agrees to replace a maximum of 10 tablets per month. PROVIDER will directly invoice the COUNTY for replacements, up to the maximum of 10 per month.
  - 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 kiosks for residents who are found to have intentionally damaged individually issued tablets.

**D. TABLET SERVICE REQUIREMENTS – INCLUDED SERVICES:**

**1. Resident Content 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 English, Spanish and French. Content can include Chinese-Mandarin, Hmong, Russian and Arabic upon mutual written agreement.

**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 shall include tablet-based jail resident education platforms at no cost to jail residents or the COUNTY.
- c. PROVIDER's Educational Foundations Package consists of both a Content Management System (CMS) and Learning Management System (LMS). This package includes a wide range of educational and reentry-focused content available through both PROVIDER applications and the CMS. The content includes over 500 courses and training programs plus 1000's of learning resources. Instructors can monitor student progress, administer testing, and provide certificates of completion. The LMS offers more than 300 eLearning courses in a variety of categories.

**6. Law Library**

PROVIDER shall supply 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 at no cost to PROVIDER.

**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 PROVIDER tablets.
- 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 PROVIDER 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 ViaPath 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 PROVIDER messaging system in at least one location next to the residents mailing address on the COUNTY's website, with a link to the PROVIDER website.
- g. Messages shall be available for residents to download from PROVIDER within 90 days of their release from Dane County custody.

**10. Requests & Grievances**

- a. PROVIDER shall provide Digital Request/Grievance form platform to allow residents to submit requests such as general, billing and grievances using the tablets, or kiosks.
- b. PROVIDER shall provide an Electronic Sick Call request form, a digital replacement for paper-based sick requests an no cost to the COUNTY.
- c. 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, electronic sick call 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. SUPPORT EQUIPMENT

1. PROVIDER shall provide all ancillary equipment required such as computer(s), printer(s), modems, and system software necessary to allow facility officials to query, display and print individual resident telephone, tablet, and video activity as well as to perform general system administration and maintenance diagnostics.
2. System software will be security level based with user login and password protection available and allow Facility Administrators to have full access.
3. 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.
4. The equipment and software shall be provided at no cost to the COUNTY.

### F. INSTALLATION

1. All costs associated with the installation of this system are the sole responsibility of PROVIDER.
2. 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 for the PSB and CCB Jail. 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.
3. Software and Hardware shall be installed and be fully operational per manufacturer's specifications in the south tower when the tower is ready for occupancy in January of 2027. Installation schedule shall be coordinated with COUNTY and Contractor for the Jail Consolidation project.

4. 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 during the remainder of the Jail Consolidation Project.
5. The COUNTY Sheriff's Office will determine the locations, as well as the need for future installations and disconnects.
6. All work and required schematics will be coordinated between Dane County Facilities Management and Information Technology as applicable.
7. PROVIDER shall be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.
8. COUNTY agrees to provide adequate space for installation of PROVIDER's equipment and easy accessibility for resident use during normal operating hours.
9. COUNTY agrees to maintain the area around the equipment and ensure safe and ready access by residents.
10. All wiring provided shall be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current performance standards.
11. Cabling upgrades shall be provided by PROVIDER, where necessary, to meet these requirements.
12. In-place cabling will be allowed to be tested and re-used.
13. 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.
14. 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.

#### **G. 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.

#### **H. EXPANDABILITY**

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

#### **I. 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.

#### **J. ADDITION REQUIREMENTS**

1. Because CD Writing capabilities are not available through the Citrix Server Farm, PROVIDER shall be responsible for providing a minimum of 2 PCs for this purpose.
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. ON SITE FIELD TECHNICIAN/ADMINISTRATOR RESPONSIBILITIES**

The On-site field Technician/Administrator 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 ViaPath.
10. Maintain all databases associated with the proposed technologies and services including resident phone, tablet, and video database.

11. Manage 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.
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.
25. Generating an alert system if an employee or flagged phone numbers are dialed on the phone system.

#### **B. ATTORNEY/PRIVILEGE 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 automatically for non-recorded calls/video visits. PROVIDER is solely responsible for ensuring the

accuracy of the automatic registration feature. Should an attorney bar member fail to be registered for non- recorded calls/video visits and the calls/visits are 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 shall be subject to liquidated damages as listed in **Section XV. LIQUIDATED DAMAGES**.
4. 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.

#### **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.

#### **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, and interstate services.
2. All repairs will be performed at the PROVIDER's expense during the term of the contract.
3. **Response Time**

- a. PROVIDER must respond to all service calls and/or requests for service within one (1) hour and have a technician on site within four (4) hours of notification.
- b. PROVIDER shall contact the county within 24 hours of receiving a call for service and verify the status of the repair or ensure the system is working properly.

#### **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.

#### **7. Ownership of Records**

- a. PROVIDER acknowledges that all call detail records ("DRs") and call recordings, electronic records and data contained in the resident telephone system equipment PROVIDER provides to COUNTY under this Agreement are the exclusive property of the COUNTY for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that PROVIDER shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.
- 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.

- d. Upon termination or expiration of the Agreement, it is understood that all completed or partially completed data, records, recordings, computations, and all other material PROVIDER has collected or prepared in carrying out the Agreement 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, except where otherwise required by federal or state law.
- e. PROVIDER shall provide COUNTY with a current, comprehensive list of all third-party service providers or affiliates that receive user data or metadata. This disclosure shall occur no less than twice annually and be submitted to the County within 30 days of any substantive change.

#### **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. Consumer complaints
  - 3. Consumer 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 and allen.chrissy@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 new and 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 reasonable 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. [INTENTIONALLY OMITTED – Reference – On-Premise Legal Mail Scanning]**

**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.

<b>LIQUIDATED DAMAGES</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
<p><b>All Resident Communication Services</b></p> <p>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.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p>
<p><b>All Resident Communication Services</b></p> <p>2. Unauthorized free calls, video visitation sessions or Tablet transactions completed by PROVIDER including allowing access to unauthorized wireless networks.</p>	<p>\$5.00 per completed, unauthorized free call.</p>
<p><b>All Resident Communication Services</b></p> <p>3. Any changes to the rates 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.</p>	<p>\$5.00 per completed call, video visitation session or Tablet transaction that was rated/charged using the unauthorized rates(s).</p>
<p><b>All Resident Communication Services</b></p> <p>4. RESIDENT TELEPHONE SYSTEM and other reports detailed on page 30, section j. 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.</p>	<p>\$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.</p>

<b>LIQUIDATED DAMAGES (continued)</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
<p><b>All Resident Communication Services</b></p> <p>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.</p>	<p>\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p><b>All Resident Communication Services</b></p> <p>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.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p><b>All Resident Communication Services</b></p> <p>7. 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.</p> <p>PROVIDER responsible for ensuring immediate notification to COUNTY of any outages. Failure to do so will result in Liquidated Damages.</p>	<p>\$500.00 per hour from time of outage if COUNTY is not notified by either automated notification or PROVIDER notification.</p>
<p><b>All Resident Communication Services</b></p> <p>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 in accordance with the priority level of the case.</p> <p>PROVIDER shall respond to service requests within one (1) hour and have technician on-site within four (4) hours of request in accordance with the priority level of the case.</p>	<p>\$500.00 for each hour technician not on site after four (4) hours from time-of-service call.</p>

<b>LIQUIDATED DAMAGES (continued)</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
<p><b>All Resident Communication Services</b></p> <p>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.</p>	<p>\$1,000.00 per occurrence if PROVIDER unable to produce recording after 7 days.</p>
<p><b>All Resident Communication Services</b></p> <p>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.</p>	<p>\$500.00 per occurrence.</p>
<p><b>All Resident Communication Services</b></p> <p>11. 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 may result in liquidated damages incurred by PROVIDER.</p>	<p>\$1,000.00 per day over 60 days for failure to install upgrades.</p>

<b>LIQUIDATED DAMAGES (continued)</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
<p><b>All Resident Communication Services</b></p> <p><b>12.</b> PROVIDER shall adhere to Section 9 B. Attorney Communications when transferring attorney telephone numbers from the incumbent resident telephone system provider to PROVIDER's Resident Telephone System (RTS).</p> <p>Any telephone numbers and/or video visitation accounts (attorney, consulates, clergy etc.) improperly transferred, added or uploaded via PROVIDER or PROVIDER's automated attorney verification upload feature into the telephone and/or video visitation service that are not properly configured for non-recorded and free calls and/or video visits.</p> <p>Should failure of PROVIDER or PROVIDER's automatic upload feature 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.</p>	<p>\$1,000.00 per occurrence of improperly recording privileged call or video visit.</p> <p>\$5.00 per completed call or video visitation session that was charged to the resident or called party.</p>

## SCHEDULE B Pricing Structure and Payment

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

- A. Each resident is provided for one free phone call per day, not to exceed 10 minutes. The cost of this call will be covered by the provider. The following conditions apply:
- a. The complimentary call must be the first call placed each day, unless the initial call is made to a designated approved no-cost contact or phone number.
  - b. Unused minutes do not roll over into another call or day.

A-B. 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-C. 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-D. 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.

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### 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
<b>Prepaid Collect</b>			
#	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

<b>Messaging from Friends &amp; Family (billed to sender)</b>			
#	Description	Unit of Measure	Rate (\$)
27	Written Message	Per Message Received	\$0. <del>25</del> 0
28	Photo Attachment	Per Photo Received	\$0. <del>25</del> 0
<b>Messaging to Friends &amp; Family (billed to sender)</b>			
#	Description	Unit of Measure	Rate (\$)
29	Written Message	Per minute	\$0.06
<b>Tablet Fees &amp; Accessories</b>			
#	Description	Unit of Measure	Rate (\$)
<del>30</del> 29	Tablet Use	Per Minute	\$0.00
<del>34</del> 0	Replacement headphones or earbuds	Per Unit	\$4.99
<del>31</del> 2	*Basic Content	Per Minute	\$0.06
<del>32</del> 3	Promotional Content	Per Minute	\$0.06

334	Table Replacement (maximum 10 per month covered by COUNTY)	Per Tablet	\$200.00
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\*Basic content includes tablet use across multiple applications simultaneously including movies, music, written messaging, games. When multiple applications are used concurrently, a single charge of \$0.06 per minute applies.

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**V. TRANSACTION FEES**

#	Description	Unit of Measure	Fee (\$)
35	Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	Per Deposit	\$0.00
36	Fee for payment using live operator	Per Deposit	\$0.00
37	Paper bill/statement fee	Per Statement	\$0.00
38	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. 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.

**EXHIBIT 1: Dane County IT Infrastructure**

**Introduction**

Dane County Information Management has two Direction Statements that help to govern the acquisition of hardware and software for the County. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the County’s infrastructure, and by the resources needed for support.
- Implement application software which meets our customers’ needs, as balanced by their compatibility with the County’s infrastructure, and by the resources needed for support.

To this end the Dane County Information Management has defined a mainstream set of hardware/software that are supported on the County network

**Supported Software:**

Server	DCIM operates primarily in a VMWare ESX virtual server environment in which all Microsoft and Linux servers along with virtual applications run as guest. When an option between Microsoft or Linux is available, Microsoft should be the default pick. Physical servers should be avoided unless justification is submitted and approved by DCIM. It is the expectation that any procured software can run within a virtual server environment.
User Authentication	DCIM runs a native Windows 2019 active directory domain as a primary directory service. Whenever possible it is the expectation that software applications should be integrated within active directory for authentication. 3 <sup>rd</sup> party applications would also be eligible to authenticate via SSO/SAML via Entra when available.
Email Integration	DCIM utilizes Microsoft Exchange 2019 as it’s primarily supported email/messaging platform. Any applications or systems that require email connectivity or integration should interoperate with Microsoft Exchange 2019.
MDM Software	DCIM currently utilizes Meraki as an MDM solution.
Internet Browsing	DCIM supports applications that utilize Microsoft Edge or Google Chrome.
SQL	Microsoft SQL Server 2022 is the preferred backend DBMS for newly procured applications, however other DBMS platforms can be approved if on-going support is provided by the vendor. It is the preference of DCIM to not install stand-alone versions of SQL but instead use an SQL cluster connection for redundancy purposes. As needed, DCIM will procure SQL Standard licensing cores by default and Enterprise licensing cores when needed. These costs do not need to be included by the vendor and instead will be charged back to the department directly from DCIM.
Multi-user environment	DCIM operates primarily in a shared terminal services environment (Citrix). All software procured should work properly within this type of environment such as writing environmental values per user instead of device based.

Anti-Virus	DCIM utilizes Trend Micro (Apex One) software as a standard anti-virus protection client on all servers and workstations. Any exclusions that must be made to Trend for software to properly work must be provided to DCIM prior to implementation of services.
Remote Connectivity	DCIM provides external connectivity in the form of Citrix ICA client or software VPN as needed. This external connectivity is secured with two factor authentication provided by Entrust. Other non-persistent remote connectivity applications maybe permitted by DCIM with prior authorization on an as needed basis – connections made in this fashion will be disabled or uninstalled after each service window has been completed.
Camera Systems	See DCIM CCTV Standards for more detail. All Cameras shall be IP based.
Cloud Based Services	A service level agreement should be provided to DCIM by vendor that addresses the following topics. SLA must include expected up-time. Companies must provide information on the security measures they have in place that comply with PCI, SAS, NIST, HIPAA, CJIS or other security standards. Explanation of encryption to data – encryption levels used and if it is used in transit or at rest. Vendors must also provide information on where their data centers are located and what security measures are in place to separate data from other clients. Cloud vendors must provide certification that their staff that can access Dane County's data have based security backgrounds and provide information on what those security backgrounds entail. Data must be identified as owned by Dane County and written rules in place on how data will be exported and provided to Dane County in the event of a separation in business. Costs should be clearly listed out.

**Storage:**

NAS Systems	DCIM primarily uses Dell Unity with local storage for the handling of most user data. Access to this data is accomplished using ISCSI and/or Microsoft CIFS protocol as locally defined drives. It is the expectation that all software can properly communicate in an environment that utilizes non-local storage but rather redirected profiles on a NAS environment using SMB 3 or higher communication.
Backup	Data is replicated to a secured disaster recovery site utilizing replication software provide by Commvault. It is the expectation that any procured software will run the Commvault application so that proper backups of servers and SQL databases are resolved.

**End User Devices:**

Workstations and Laptops	DCIM uses Lenovo workstations and laptops exclusively for all new deployments. Devices are deployed utilizing Windows 10 and the Microsoft Office 2021. Microsoft M365 is expected to be fully deployed by May 2025.
Thin Clients	DCIM utilizes Wyze Thin Stations exclusively for all new deployments.
Tablets	DCIM will attempt to support to the best of our ability any tablet that is County procured through the IT purchasing request process and has the most recent iOS or Android operating system installed. Tablets provided by a vendor as part of a project should receive on-going vendor maintenance and will not have standard internal network access. Devices that are setup by DCIM will have MDM software installed and may have limited network access.
Mobile Devices	DCIM will attempt to setup to the best of their ability any smart phone that is County procured and has the most recent iOS or Android operating system. Devices that are setup by DCIM will have MDM software installed and may have limited network access.
VoIP Phones	DCIM utilizes an extensive network of Mitel VoIP phones and controllers. Most workstations are setup to share a single Ethernet port between a VoIP phone and workstation device.

**Network Infrastructure:**

Networking	DCIM uses Dell hardware for all new network infrastructure. All equipment is expected to support software defined configuration. The primary network protocol used by DCIM is TCP/IP over Ethernet. Standard network speed to all workstations is 100 Mbps. The network backbone is connected via fiber-optic cable with 1 GBs and 10 GBs speeds. DCIM is removing Multimode fiber and changing to Singlemode in any new construction.
Wireless	DCIM utilizes Cisco controllers and AccessPoints to provide wireless connectivity throughout various county facilities. Internal network wireless access is available for DCIM managed devices at speed greater than 10 Mbps.
Server Applications	DCIM utilizes Citrix XenApps and Citrix XenDesktop as its primary application delivery methods. It is the expectation that all applications should work in this shared user environment.
Copper Telephone Lines	New applications and construction shall avoid the use of POTS lines where applicable. Cellular communication devices or communication over Ethernet are the preferred methods to replace POTS.

**Hardware:**

Below is a list of the most common standard hardware and software applications supported by DCIM that is requested for review of new products for compatibility.

Android Mobile Phones and Tablets	
Cisco Wireless Controllers and Access Points	
Citrix NetScaler Remote Access Appliances	
Dell Switches and Routers	
Dell Unity SAN	
Dell Power Edge Servers	
Lenovo Workstation	Minimum Specs Core i5 Processors, 8 GB RAM, 256 GB SSDs
Dell/Wyse Thin Clients	
HP MFP	Compatible with HP Digital Sending Software
HP Printers	
IOS (Apple) Mobile Phones and Tablets	
NetMotion Remote Access server	
OCE Plotters	
Ricoh MFP	