AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-21011490
BETWEEN THE
COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION dba VIAPATH TECHNOLOGIES

This AMENDMENT NUMBER THREE to Contract Number MA-060-210114990 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Global Tel*Link Corporation dba ViaPath Technologies, (hereinafter "CONTRACTOR") with a business address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, is made and entered upon execution of all necessary signatures and is effective upon the last date of signature ("AMENDMENT EFFECTIVE DATE").

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Inmate Communication Services on May 24, 2022, as Contract Number MA-060-21011490, as amended from time to time (hereinafter "ORIGINAL CONTRACT"), for a three (3) year term of May 24, 2022 through and including May 23, 2025, renewable for seven (7) additional one (1) year terms; and

WHEREAS, COUNTY completed the construction on the James A. Musick Facility and CONTRACTOR is now providing communication services; and

WHEREAS, Welfare and institutions Code section 208.1 requires county youth residential placement or detention centers to provide persons in their custody with accessible, functional voice communication services free of charge to the persons initiating and receiving the communication, as well as prohibits counties from receiving revenue from the provision of communication services to any person confined in said facilities; and

WHEREAS, the Parties amended the ORIGINAL CONTRACT on June 27, 2023, hereinafter "AMENDMENT NUMBER ONE", to modify certain terms and conditions, including but not limited to adding the James A. Musick Facility and removing Probation facilities; amended the Definition section, Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment; and extended the current Contract term by two (2) additional years; and

WHEREAS, the Parties amended the ORIGINAL CONTRACT on March 24, 2026, hereinafter "AMENDMENT NUMBER TWO", to modify terms and conditions, including but not limited to: address changes mandated by the Federal Communications Commission's ("FCC") final Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking FCC25-75 released on November 6, 2025 (the "2025 FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act") governing incarcerated people's communications services ("IPCS"), and amend the Definitions section, Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment, and

WHEREAS, the Parties desire to amend the ORIGINAL CONTRACT to address changes mandated by the California Public Utilities Commission ("CPUC") Adopting Permanent Rate Relief for Incarcerated Persons Calling Services, Rulemaking 20-10-002 released on issued on April 13, 2026, (the "2026 CPUC Order") to implement a permanent intrastate voice communication rate cap of $0.045 per minute, and

WHEREAS, the Parties desire to amend the ORIGINAL CONTRACT to amend Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and

Cost Recoupment; and the CONTRACTOR has agreed to continue to provide the Inmate Communication Services at the rates set forth in this AMENDMENT NUMBER THREE;

NOW, THEREFORE, the Parties mutually agree as follows:

1. ATTACHMENTS

   a. Attachment A – Scope of Work to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment A – Scope of Work attached to this AMENDMENT NUMBER THREE.
   b. Attachment B – Rates and Fees to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment B – Rates and Fees attached to this AMENDMENT NUMBER THREE.
   c. Attachment C – Revenue Sharing and Cost Recoupment to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment C – IPCS Facility Cost Rate Additive and Tablet Commission attached to this AMENDMENT NUMBER THREE.

2. ARTICLES

   a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

      2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 5/24/2022 through and including 5/23/2030, unless otherwise terminated by COUNTY.

   b. Additional Terms and Conditions, Section 3, Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

      3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional, one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

3. EFFECTIVE DATES

   a. CPUC-Mandated Change. The intrastate voice communication rate cap required under the 2026 CPUC Order shall become effective June 29, 2026, regardless of the date this AMENDMENT NUMBER THREE is executed.
   b. All Other Changes. All other modifications set forth in this AMENDMENT NUMBER THREE shall become effective as of the AMENDMENT EFFECTIVE DATE, unless otherwise expressly stated herein.

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page Follows

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER THREE to Contract number MA-060-21011490.

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: President and Chief Executive Officer

Print Name: Deborah Alderson Date: July 24, 2026

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: Chief Financial Officer

Print Name: John Pitsenberger Date: July 24, 2026

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

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

Signed by:
Olivia Prudencio
F9FB1217DB9E4C9...

By: _____ Title: Deputy Procurement Agent

Print Name: Olivia Prudencio Date: 8/11/2026 | 15:18:32 PDT

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

Docusigned by:
Christopher Anderson
FD52599179CA41C...

By: _____
Deputy

ATTACHMENT A
SCOPE OF WORK

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

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

Contractor shall provide the services in County facilities at no cost to the Sheriff or the County. With the exception of the James A. Musick Facility's (JAMF) infrastructure as set forth in 4.018 in Section D (General Installation Requirements), all cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state-of-the-art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to the County except for the infrastructure in JAMF as described above, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.
1.004	Contractor shall provide kiosks for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit account.
SUBSECTION 2 (ITS) FACILITY COST RATE ADDITIVE, PAYMENT AND REPORTING	

2.001	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.002	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.003	For Interstate Collect/Direct Bill/Debit/Pre-Paid Collect and International Collect/Direct Bill/Debit/Pre-Paid Collect, Contractor shall allocate $0.02 of the per minute rate as a facility cost additive to County ("ITS Facility Cost Rate Additive"). This allocation is intended to offset costs reasonably incurred by the County in making IPCS available. The ITS Facility Cost Rate Additive payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.004	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.005	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. Unauthorized free calls are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
2.006	A call is deemed complete, when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance).
2.007	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.008	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.009	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.010	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.011	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.
2.012	Contractor shall provide monthly Facility Cost Rate Additive and traffic detail reports to County via these methods:
2.013	County requests that all payments be sent via wire transfer; and

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

2.049	Call Start (yymmdd; mmss);
2.050	Call End (yymmdd; mmss);
2.051	Seconds;
2.052	Call Type (e.g. local, etc.);
2.053	Bill Type (e.g. free, collect, etc.);
2.054	Call Cost;
2.055	Tax;
2.056	Validation Result;
2.057	Termination Reason;
2.058	LIDB Status/Code; and
2.059	Completion/Accept Indicator.
2.060	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.061	Facility Identification Number;
2.062	Date;
2.063	County Identification Number;
2.064	To ANI;
2.065	Billed Account;
2.066	Transaction Type;
2.067	Bill Type;
2.068	Fee Type;
2.069	Instance Type; and
2.070	Fee Amount.
2.071	ITS Facility Cost Rate Additive payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 3 – (VVS) , FACILITY COST RATE ADDITIVE PAYMENT AND REPORTING	
3.001	A "Free" video visitation session is defined as a video visitation session not generating any revenue or compensation for Contractor. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.002	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.003	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation.
3.004	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
3.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

3.006	A video visitation session is deemed complete and considered part of the VVS Facility Cost Rate Additive (as described below), when the video visitation session is scheduled and a connection is made by both parties.
3.007	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.
3.008	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.009	Facility Name;
3.010	Facility Identification Number/Site Identification Number;
3.011	VVS Station Identifier;
3.012	VVS Station Location Name;
3.013	VVS Station Location Name;
3.014	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.015	Remote Video Visitation Sessions, and Minutes (Per VVS Station);
3.016	VVS Facility Cost Rate Additive (Per VVS Station);
3.017	Total Video Visitation Sessions; and
3.018	Traffic Period and Dates.
3.019	Contractor shall allocate $0.02 of the per minute rate as a facility cost additive to County ("VVS Facility Cost Rate Additive"). This allocation is intended to offset costs reasonably incurred by the County in making IPCS available. The VVS Facility Cost Rate Additive payments usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 TABLET , COMMISION, (EXLUDING AUDIO AND VIDEO COMMUNICATIONS), PAYMENT AND REPORTING	
4.001	Gross Revenue generated by and through the Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets (excluding audio and video communications) pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.

4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay the County as specified in **Attachment C**. Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.
4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
SUBSECTION 5 - RATE REQUIREMENTS	
5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in **Attachment B (Rates and Fees)** and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30**
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.

5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.
5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in **Attachment B - Rates and Fees.**
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid AdvancePay and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
1.002	Contractor shall issue refunds for friends and family pre-paid AdvancePay accounts upon the end-user's request while the account is in an active status. AdvancePay accounts will remain in an active status provided they are funded and in use. AdvancePay accounts will become inactive after 180 days of non-use or no activity. Contractor shall comply with and is limited by all applicable laws, regulations, or tariffs regarding refund of monies after a prescribed period of inactivity. Refunds to inmates for any funds remaining in an inmate debit account shall be made by Contractor as set forth in Requirement Number 1.010 of this Subsection.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in **Additional Terms and Conditions #30**. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet and shall only be used for calls and tablet-related expenses.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.

1.010	Contractor shall issue refunds to inmates for any funds remaining in any debit account upon the inmate's request and/or release from incarceration at the Facilities, whether the account is active or inactive. Should an account be deactivated by Contractor and the inmate requests to reactivate the account and utilize inmate communication services at the Facilities, the funds shall be made available to inmate by Contractor. No fees shall be charged to the inmate for refunds or reactivation of funds associated with a debit account. See Section H (Additional Technology), Subsection 4 (Debit Release).
1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in **Section I (Facility Specifications)**. County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, marketing materials, including but not limited to signage, brochures, and flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County. All marketing materials shall include a disclaimer that Contractor is solely responsible for pre-paid and/or debit accounts and that inquiries regarding the accounts and refunds shall be directed to Contractor. County reserves the right to modify and approve all materials prior to placement/distribution.
SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues.
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
SUBSECTION 3 - TABLET ACCESS CHARGES	
3.001	To complete the reporting and revenue share process outlined in **Section A (General Conditions)**, Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION C - CUSTOMER SERVICE

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	DESCRIPTION
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.

1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Contractor shall provide County with four (4) dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in **Additional Terms and Conditions #30**.
1.007	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
1.008	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.009	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in **Additional Terms and Conditions #30**, if a service problem is not resolved within the specified cure period.
1.010	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.011	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or kiosk services shall be reported by Contractor to County promptly.
1.012	Contractor shall provide County with ITS, VVS, Tablet and kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

SECTION D - GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 1 - STANDARDS

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

SUBSECTION 2 - IMPLEMENTATION

2.001	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and kiosks within 10 days of the execution of this Contract.
2.002	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in **Section I (Facility Specifications)**. Implementation plan(s) has been incorporated as **Attachment E** of this Contract and must be followed.
2.003	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.
SUBSECTION 3 - TRANSITION REQUIREMENTS	
3.001	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
3.002	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
3.003	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Any obligations set forth in **Attachment C**, as expressly in effect at the time of expiration, termination, or cancellation of the Contract, shall remain in effect to the extent such services or offerings continue to be provided by Contractor during the applicable transition period.
3.004	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS	
4.001	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Section I (Facility Specifications)**.
4.003	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
4.004	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
4.005	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.

4.006	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
4.007	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
4.008	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
4.009	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.010	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
4.011	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
4.012	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
4.013	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
4.014	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
4.016	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
4.017	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
4.018	All costs associated with the James A. Musick Facility's (JAMF) infrastructure, including cabling, wiring and new construction shall be the responsibility of the County. County shall provide written notice to the Contractor when JAMF is prepared for the installation of Contractor's equipment. Within ten (10) business days of receipt of the County's written notice, Contractor shall provide County with an implementation plan for the installation of Contractor's equipment.
SUBSECTION 5 - SECURITY	
5.001	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
5.002	All Contractor employees will comply with County's policies and procedures.
5.003	Entry to the Facilities is subject to the approval of the County.

SUBSECTION 6 - TRAINING	
6.001	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service. All informational marketing materials shall include a disclaimer that Contractor has sole responsibility for pre-paid and/or debit accounts, and to contact Contractor for pre-paid and/or debit account inquiries and refunds. County reserves the right to modify and approve all materials prior to distribution.
6.003	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.
SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS	
7.001	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Additional Terms and Conditions #30.**
7.004	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
7.005	Circuit/network testing;
7.006	Configuration / setting preservation testing;
7.007	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
7.008	VVS: video visitation session quality and scheduling application;
7.009	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Access to all inmate communication service user applications.
7.011	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
7.012	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
7.013	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.

7.014	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
7.016	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
7.017	All said changes shall be made by Contractor at no cost to the County.

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section I (Facility Specifications)**.
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. The parties may agree upon the inclusion of additional languages. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: **"NOTICE! Telephone calls will be recorded and may be monitored."** Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.
1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Additional Terms and Conditions #30**.

SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.

2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
2.005	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.006	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
2.007	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
2.008	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.009	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.010	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, and Armenian, and Mandarin. The parties may agree upon the inclusion of additional languages.
2.011	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
2.012	If either the inmate or the call recipient fails to press "1", the call will be terminated.
2.013	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
2.014	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
2.015	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;

2.016	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
2.017	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
2.018	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.019	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex and the James A Musick Facility (when available) at the initial time of booking only.
2.020	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
2.021	Following the dialing sequence, Contractor shall configure the ITS to either:
2.022	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
2.023	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.024	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
2.025	The ITS shall be capable of processing and completing international prepaid collect calls.
2.026	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
2.027	Inmate Name (First, Last);
2.028	Inmate Personal Identification Number;
2.029	Record Identifier;
2.030	Date Range (Start Date/Time and End Date/Tim);
2.031	Facility;
2.032	Called Number;
2.033	Originating Number;
2.034	Station Name;
2.035	Call Type;
2.036	Bill Type;
2.037	Duration;
2.038	Call Amount;
2.039	Flagged Calls;
2.040	Monitored Calls;
2.041	Recording Type;
2.042	Completion Type;
2.043	Termination Type;
2.044	Validation Result;

2.045	Pre-Paid Card Number;
2.046	Phone Group(s);
2.047	Visitation Phone(s); and
2.048	Custom Search.
2.049	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.050	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
2.051	Call Statistics by Date Range;
2.052	Frequently Called Numbers;
2.053	Frequently Used Personal Identification Numbers;
2.054	Commonly Called Number;
2.055	Call Detail Report;
2.056	Gross Revenue Report by Date Range;
2.057	Facility Totals and Statistics;
2.058	Called Party/Number Accepting Report;
2.059	Fraud/Velocity Report;
2.060	Total Calls;
2.061	Personal Allowable Numbers (PAN) Report;
2.062	Pre-Paid Card Report;
2.063	Debit Usage Report;
2.064	Debit Balance and Funding Report;
2.065	Pre-Paid Card Balance Report;
2.066	Bill and Call Type Distribution;
2.067	Phone Usage;
2.068	Reverse Look-Up;
2.069	User Audit Trail; and
2.070	Voice Verification.
2.071	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.072	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;

2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Section I (Facility Specifications)**; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
2.091	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.092	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.093	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
2.094	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
2.095	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
2.096	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.

2.097	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
SUBSECTION 3 - ITS SECURITY FEATURES	
3.001	The ITS shall prohibit:
3.002	Direct-dialed calls of any type;
3.003	Access to a live operator for any type of calls;
3.004	Access to "411" information services;
3.005	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
3.006	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
3.007	The ITS shall prevent call collision or conference calling among telephone stations.
3.008	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
3.009	At demarcation location;
3.010	Central control; and
3.011	By select housing units.
3.012	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Section I (Facility Specifications)**.
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in **Section I (Facility Specifications)**. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.

4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.
4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	Reserved.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS	

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

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

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	DESCRIPTION
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to provide video visitation sessions and to monitor, record, and retrieve video visitation sessions.
1.001a	County may initiate video visitation sessions from inside the inmate housing location and/or in the lobby from a designated Private Flex Unit.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.

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

2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING	
3.001	The VVS shall include a web-based scheduling application allowing private and professional visitors to register, schedule, and fund remote video visitation sessions from a Private Flex Unit through an internet browser and internet connection and/or cancel visits. In addition, the VVS shall support scheduling of public, in-person onsite visitation, at no additional cost.
3.001a	Contractor must have the capability to provide inmate-initiated VVS scheduling for the public at no additional cost. The provision of inmate-initiated VVS scheduling shall allow inmates to schedule, fund and/or cancel video visitation sessions from a Tablet.
3.002	The VVS shall prohibit the scheduling of video visitation sessions from a Private Flex Unit for any visitor who has not been approved by County following the registration process. County has the ability to suspend registered friends and family from remote video visitation on a tablet.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;
3.016	Last Name;
3.017	Credit Card;
3.018	Email;
3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and

3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e., inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve attorneys and/or professional visitors before video visitation sessions can be scheduled from a Private Flex Unit; the VVS shall only allow the scheduling of sessions for approved visitors on the Private Flex Units. VVS shall allow authorized visitors to be added to the approved inmate visitor list for video visitation from tablets.
SUBSECTION 4 - VVS USER APPLICATION	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;
4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);
4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration (maximum of twenty (20) visits may be displayed per page);

4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions from a Private Flex Unit for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).
SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS	
5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session from an NFC Docking Station at the designated start time. Inmates shall have the ability to initiate friends and family video visitation sessions on the tablet.
5.003	The VVS shall allow County to determine if a visit from an NFC Docking Station or Public Flex Unit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota. County shall have the ability to accept or cancel a visit on behalf of friends and family on the tablet. County shall have the ability to cancel video visits for inmate/visitor misconduct.
5.004	The VVS shall automatically attempt to reconnect a video visitation session from an NFC Docking Station if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the wall-mounted visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	To permit inmates to access Tablet services, tablets shall interface with the County's JMS, ITS, and/or VVS, and have the ability to interface with the County's commissary. County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for any cost(s) associated with the required interface(s). Commissary interface will be activated upon written request by the County.

1.002	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
1.003	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
1.004	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
1.005	Transactions by inmate;
1.006	Application usage by inmate;
1.007	Totals by inmate;
1.008	Totals by Tablet;
1.009	Daily, weekly and monthly statistics.
1.010	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
1.011	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
1.012	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
1.013	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.014	Clock;
1.015	Calendar;
1.016	Dictionary;
1.017	Calculator;
1.018	PDF documents approved by County;
1.019	PDF viewer;
1.020	Electronic submission of inmate requests;
1.021	Commissary purchases – to be activated upon written request from County;
1.022	Debit purchases;
1.023	Trust account look-up - to be activated upon written request from County;
1.024	Inmate handbook;
1.025	Inmate notices/bulletins; and
1.026	Court date/release information.
1.027	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.

SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide a minimum of a 1:1 inmate to tablet ratio at the Central Jail Complex, Theo Lacy, and the James A Musick Facilities, as specified in Section I at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
2.002	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
2.003	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to $249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
2.004	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
2.005	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
2.006	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
2.007	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Mandarin and Armenian outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County. The parties may agree upon the inclusion of additional languages. County reserves the right to determine the priority of the languages in which the flyers/posters are offered.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
2.009	Contractor shall provide County with the number of mobile charging stations as outlined in **Section I (Facility Specifications)**.
SUBSECTION 3 - KIOSKS	
3.001	Reserved.
3.002	Reserved.
3.003	Reserved.

3.004	Contractor shall provide lobby kiosks at the Sheriff Facilities, as identified in **Section I (Facility Specifications)** for use by visitors to the Facilities as a supplement to the current cashier processes for receiving payments into certain inmate accounts. The kiosks shall be no cost to the County. The kiosk payment services shall include deposits into pre-paid collect or debit accounts.
3.005	Contractor shall be responsible for all kiosk maintenance, collections, accounting, and reporting. Should the County request in writing that the kiosks allow for the deposit of funds into trust accounts, Contractor shall be responsible for remitting such funds back to County for deposit into the trust accounts.
3.006	Contractor agrees to provide cash collection services for the kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
3.007	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
3.008	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
3.009	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
3.010	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
3.011	All fees/charges associated with the kiosks are in **Attachment B, Rates and Fees**.
3.012	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.
3.013	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - ELECTRONIC DEBIT AND/OR PRE-PAID ACCOUNT DEPOSIT	
4.001	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
4.002	Contractor shall provide multiple funding methods to allow users to fund debit and/or pre-paid accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
4.003	Contractor shall provide County and, to the extent requested by County, its Designated Agent with remote access to its web-based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
4.004	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
4.005	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
4.006	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to

	County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
4.007	Contractor's system shall have capability to allow County to query all transactions and data stored.
4.008	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
4.009	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
4.010	Deposits by inmate;
4.011	Deposits by sender;
4.012	Daily, weekly, and monthly statistics;
4.013	Totals by inmate;
4.014	Totals by kiosk;
4.015	Totals by Facility; and
4.016	Totals by transaction type.
4.017	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.
4.018	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
4.019	These services shall be provided to County at no cost.

SECTION H - ADDITIONAL TECHNOLOGY

SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM

REQUIREMENT NUMBER	DESCRIPTION
1.001	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.
1.002	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
1.003	Location;
1.004	Directions;
1.005	Visitation hours;
1.006	Inmate lookup;
1.007	Release dates;
1.008	Upcoming court dates; and
1.009	Bond inquiries.
1.010	The AITS shall make certain information available to inmates, including, but not be limited to:
1.011	Balances in accounts (e.g., debit, pre-paid, and/or trust);
1.012	Charges;
1.013	Court dates, including time and location; and
1.014	Bond amounts and types.
1.015	All information shall be made available at County's discretion.
1.016	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.

1.017	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
1.018	The AITS shall have 7 days a week, 24 hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis. Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
1.019	County reserves the right to add or remove AITS at any time during the term of Contract.
SECTION 2 - CELL PHONE DETECTION	
2.001	At County's request, Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
2.002	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
2.003	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
SECTION 3 - VOICE-TO-TEXT TECHNOLOGY	
3.001	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7 days a week, 24 hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
3.002	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
3.003	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
3.004	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
3.005	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
SECTION 4 - DEBIT REFUND REQUEST POSTCARDS	
4.001	At County's request and at no cost to County, Contractor shall provide a debit refund request postcard ("refund postcard") for use by the County and inmate, which will be provided to inmate at time of release, and whereby unused balances of inmate debit accounts are refunded in full via a check. Refunds will be mailed to the inmate within two (2) to four (4) weeks upon Contractor's receipt of a completed refund postcard.
4.002	Refund postcards will include instructions for inmates on how to submit a request for a debit account refund. The instructions shall be in English, Spanish, and Vietnamese. County shall have the ability to request additional languages at no cost to County.
4.003	Refund postcards will be available in English, Spanish and Vietnamese. They shall include instructions for inmates on how to submit a request for a debit account refund. Refund postcards shall contain a disclaimer that Contractor has sole responsibility for refunds and shall not contain any County branding, return addresses, or contact information for any County Facility. Inmates may contact Contractor at the number specified on the postcard from 5:00am to 2:00pm PST for debit account and refund

	inquiries. County reserves the right to request modification by Contractor and approve the refund postcards prior to distribution.
4.004	At the time of implementation, County will determine the number of refund postcards to be initially supplied. Contractor shall be responsible for fulfilling restock orders of refund postcards from the Facilities within 7 days of the County submitted request.
SUBSECTION 5- VOICE BIOMETRICS	
5.001	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
5.002	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
5.003	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate's voice print. Contractor shall work collectively with County on enrollment process
5.004	County shall have access to all voicemails via the ITS user application.
5.005	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.
SUBSECTION 6 - DATA ANALYTICS	
6.001	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
6.002	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
6.003	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

SECTION I - FACILITY SPECIFICATIONS			
Data Category	**Central Jail Complex**	**Theo Lacy Facility**	**Western Medical Ward**
Average Daily Population (ADP):	1,482	2,333	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable-Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (1:1 ratio as outlined in **Section G – Tablet Requirements**):	1,813	3,442	0
Initial Number of Tablets Required at Installation (including 10% backstock):	1,631	2,567	0
Required Charging Stations:	72	138	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking) upon written request from County:	1	1	N/A
Required Kiosks (Registration)	1	1	N/A

Data Category	James A Musick
Average Daily Population (ADP):	896
Number of Beds:	896
Facility Type:	Sheriff Facility
Inmate Type:	County
Call Time Limit:	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	100
Required Telephone Cord Length (Inmate Telephones):	18"
NFC – Tablet Docking Station	32
Private Video Visitation w/18” Handset (FLX) Required:	24
Inmate Video Visitation w/18” Handset (MFLX) Required:	16
Public Video Visitation w/18” Handset (MFLX) Required:	54
Portable Phones Required:	0
TDD Devices Required:	1
VRS Units Required:	1
Required VVS Control Workstations:	3
Required Tablets at capacity (**1:1 ratio** as outlined in **Section G – Tablet Requirements**):	896
Initial Number of Tablets Required at Installation (including 10% backstock):	986
Required Charging Stations:	34
Required Kiosks (Lobby):	2
Cell Phone Detector Units:	0
Required Kiosks (Booking):	0
Required Kiosks (Registration)	1

ATTACHMENT B

RATES AND FEES

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. Based on the 2025 FCC Order, the 2026 CPUC Order, and as specified in Attachment C, County and Contractor shall mutually agree on the method of the Facility Cost Rate Additives and fixed monthly tablet rate due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES		
Category	**Per Minute Rate**	**Maximum Cost of Call (30 Minutes)**
*****Local/In-State, and Interstate**		
Interstate Collect/Direct Bill/Debit/Pre-Paid Collect (Inclusive of the Facility Cost Rate Additive)	$0.07	$2.10
Intrastate Collect/Direct Bill/Debit/Prepaid Collect	$0.045	$1.35
International		
Collect/Direct Bill/Debit/Pre-Paid Collect (Inclusive of the Facility Cost Rate Additive)	$0.10 + call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with FCC order. International collect is not supported.	$3.00 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	$ 1.00 per voicemail	N/A
TDD Calls	$ 0.00	N/A

REQUIRED VVS RATES (INCLUSIVE OF THE FACILITY COST RATE ADDITIVE)		
Category	**Per Minute Rate**	**Avg. Cost/Visit 30 Minutes**
30-Minute Remote Video Visitation Session (standard rate, all Facilities):	$ 0.19	$ 5.70
All Other Fees:	Not Allowed	
JAMES A MUSICK FACILITY		
Per Title 15, two (2) 30-Minute Remote Video Visitation Session per week:*	$ 0.10	$ 3.00

TABLET CONTENT ACCESS RATES		
Category	**Fee Name**	**Fee Amount**
Educational Content	N/A	$ 0.00
Religious Content	N/A	$ 0.00
Inmate Grievances/Requests	N/A	$ 0.00
Law Library	N/A	$ 0.00

Commissary Ordering (upon County written request)	N/A	$	0.00
Electronic Messages (End-User)	Per-Message Fee	$	0.25
Video Messages (End-User) upon County written request	Per-Message Fee	$	0.25
Entertainment Media - Games	Per-Minute Fee	$	0.05
Entertainment Media - Movies	Per-Minute Fee	$	0.05
Entertainment Media - Music	Per-Minute Fee	$	0.05
Entertainment Media - Streaming	Per-Minute Fee	$	0.05

ELECTRONIC FUNDING FEES**	
Cash Deposits (Lobby Kiosk)	
$0.01-$50.00	$2.49
$50.01-$200.00	$2.95
Web/Mobile/IVR Deposits	
$0.01-$100.00	$3.99
$100.01-$200.00	$4.99
Cash Walk-in-Retail	
$0.01-$200.00	$3.95

*Cost of two (2) 30-minute sessions to be paid by County. Inmates may have additional Video Visitation beyond the two (2) sessions at their own cost at the standard rate applicable to all Facilities.

** Applies only to use of Contractor outlets (kiosk, web/mobile/IVR, and retail) to deposit/transfer funds to trust accounts (not pre-paid or debit). The Services shall not initially be configured to allow such deposit/transfer, although County may request such configuration in writing pursuant to the Contract General Terms & Conditions, Paragraph P (Changes). Fees are cost recovery only and not factored into Facility Cost Rate Additive.

*** If the jurisdiction of a call cannot be definitively determined, the call will be treated as intrastate and therefore subject to CPUC oversight.

ATTACHMENT C

IPCS FACILITY COST RATE ADDITIVE AND TABLET COMMISSION

Contractor shall pay, on a monthly basis, the applicable payments, as defined in **Attachment A, Scope of Work**, **Section A (General Conditions)**, by the 15th of the month immediately following the month in which the revenue was earned.

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

IPCS Facility Cost Rate Additive and Tablet Commission Payments		
Category	**Amount**	**Frequency**
Tablet Messaging (%)*	*See (a)(1) below	Monthly
Paid Inmate Content Access (%)*	*See (a)(2) below	Monthly
Fixed Annual Tablet Commission ($)*	*See (b) below	Monthly
Interstate and International Facility Cost Rate Additive	$0.02 per minute	Monthly
VVS Facility Cost Rate Additive	$0.02 per minute	Monthly

With respect to Tablet services, Contractor shall pay County, monthly, the greater of:

a) Twenty-five percent (25%) of gross revenue (less applicable taxes, government-imposed fees or charges, and billing or security fees) received from tablet content: (1) Tablet Messaging Services (inbound and outbound), (2) the per-minute rate or subscription/access pass charged to inmates for access to Paid Inmate Content, and Premium Content Access Pass, excluding Enhanced Communications; or

b) The applicable Fixed Annual Tablet Commission, determined as follows:

1. Messaging Enabled. County shall ensure that messaging access is available to at least eighty percent (80%) of the incarcerated population ("Messaging Enabled"). During any month in which Messaging Enabled is achieved, the higher Fixed Annual Tablet Commission shall apply.
2. Messaging Not Enabled. During any month in which messaging access is not enabled or the eighty percent (80%) threshold is not met at the direction of the County, the lower Fixed Annual Tablet Commission shall apply. County shall not be held to the 80% threshold if Contractor's system fails or is not operational.
3. Fixed Annual Tablet Commission Amounts.
   i. The higher Fixed Annual Tablet Commission shall be $2,000,000, payable monthly in the amount of $166,666.66.
   ii. The lower Fixed Annual Tablet Commission shall be $1,500,000, payable monthly in the amount of $125,000.00.
4. Proration. If Messaging is enabled or disabled at the direction of the County for only a portion of a calendar month, the applicable monthly Fixed Annual Tablet Commission shall be prorated on a per-day basis, calculated based on the number of days during such month that Messaging is enabled versus not enabled.
5. Notwithstanding the foregoing, the Fixed Annual Tablet Commission shall not exceed one hundred percent (100%) of actual tablet content revenue.

JAMF Video Visitation Fees: County shall pay for two (2) 30-minute Remote Video Visitation Sessions per week, and it is based on actual usage by JAMF inmates as required by Title 15. Contractor shall invoice County no later than the 5th day of each month for the month prior and shall provide a monthly reconciliation report of actual usage.

Invoice(s) shall be sent to:
County of Orange
Sheriff-Coroner/Inmate Services
1530 S. State College Blvd.
Anaheim, CA 92806

Facility Cost Rate Additive and Commission payments shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division
320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Anh Dinh
Ph: 714.834.5942