

**AGREEMENT BETWEEN CONTRA COSTA COUNTY AND
GLOBAL TEL*LINK CORPORATION FOR INMATE TELEPHONE SERVICE AND
ADDITIONAL TECHNOLOGIES AT COUNTY ADULT DETENTION FACILITIES**

Effective July 1, 2019 (“Effective Date”), Contra Costa County, a political subdivision of the State of California (“County”), on behalf of the Office of the Sheriff-Coroner, and Global Tel*Link Corporation, an Idaho corporation authorized to do business in California (“Contractor”), hereby enter into this Agreement for Inmate Telephone Service and Additional Technologies (this “Contract”) and mutually agree and promise as follows:

RECITALS

- A. County desires to implement a high quality, fully operational turnkey inmate telephone service, a high quality, fully operational turnkey video visitation service, a high quality, fully operational turnkey mobile device/tablet service, and a high quality, fully operational turnkey jail management system at the following County adult detention facilities: Martinez Detention Facility, West County Detention Facility, Marsh Creek Detention Facility, and the Custody Alternative Facility.
- B. Contractor possesses the necessary and required licenses and approvals required by the State of California and the United States government to provide these services.
- C. Contractor represents that it possesses the resources required to provide these services and to successfully implement and maintain these services.
- D. California Government Code section 31000 authorizes the County to contract for special services with persons specially trained, experienced, expert and competent to perform the special services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **Services Provided by Contractor.** Contractor shall provide all services specified in, and comply with all terms and conditions set forth in, all of the following Contract documents: Attachment A, Scope of Services; Attachment B, Fee Collection, Payment and Reporting; Exhibit I, Facility Specifications; Exhibit II, Rates and Fees; Exhibit III, Implementation Plan; Exhibit IV, Service Escalation Matrix; Exhibit V, DSI-ITI, Inc., End User Software License Agreement; Exhibit VI, Dynamic Imaging Systems, Inc., End User License Agreement, Exhibit VII, Liquidated Damages, and Exhibit VIII, GTL Data Security. Attachments A and B, and Exhibits I through VIII, are attached hereto and incorporated into and made a part of this Agreement by this reference. In consideration of Contractor providing the services specified herein, County grants Contractor the exclusive right and privilege to install, maintain and operate (as applicable) an inmate telephone service or ITS, a video visitation service or VVS, a mobile device/tablet service or Tablet Services, and a jail management system or JMS at the following County adult detention facilities: Martinez Detention Facility, West County Detention Facility, Marsh Creek Detention Facility, and the Custody Alternative Facility (collectively, the “Facilities”). The County will not allow any products or services that compete with those supplied by Contractor during the Contract Term to be, or to remain, installed at any of these County adult detention Facilities.
- 2. **Term.** The term of this Contract begins on the Effective Date and will continue until June 30, 2024, unless sooner terminated as provided herein (“Initial Term”). County has the option to renew this Contract for two additional, one-year terms (each, a “Renewal Term”, and together with the

Initial Term, the “Term”) with 90 days written notice to Contractor prior to the expiration of the Initial Term or Renewal Term. All terms and conditions, requirements and specifications of this Contract shall remain the same and apply during any Renewal Terms. This Contract shall not automatically renew.

3. **Compensation.** Contractor will be compensated for providing the ITS, VVS, Tablets, and JMS and related services pursuant to this Contract through its collection of fees from End Users who setup and/or fund accounts including, without limitation, inmates, family members, friends, and attorneys at County’s facilities according to the rates specified in **Attachment B, Fee Collection Payment and Reporting.**

4. **Contractor Costs and Taxes and Fees on Services.**

- a. It is expressly understood and agreed that County is not responsible in any way, manner or form for any of Contractor’s costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor’s services except as specifically set forth in the Contract.
- b. 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. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided, including but not limited to any and all taxes as applicable for the following services:
 - (1) ITS services such as: collect, debit, pre-paid and any other calls contemplated by this Contract;
 - (2) VVS services such as: onsite and remote visitation sessions;
 - (3) Tablet Services such as: media, email, games, ebooks, etc.

5. **Rates.**

- a. Contractor shall charge End Users the fees for inmate telephone calls, VVS sessions and Tablet Services as detailed in **Exhibit II, Rates and Fees** (the “Rates”).
- b. Contractor shall not increase or decrease the Rates without an amendment to **Exhibit II, Rates and Fees**. If Contractor desires to increase or decrease the Rates it will submit a written request to County. County will respond in writing to Contractor’s request.
- c. If Contractor charges inmates for ITS, VVS or Tablet Services at rates different than the Rates set forth in **Exhibit II, Rates and Fees**, then County may impose liquidated damages as set forth in **Exhibit VII, Liquidated Damages, Unauthorized Rate Changes** for each completed call, video visitation session or Tablet Services call in which rate/charge was different than the Rates. Contractor shall issue refunds to all overcharged end-users and inmates within five Business Days and shall concurrently provide County with a list of the credits issued. As used herein the term “Business Days” means those days on which the County offices are open for business. If Contractor makes a payment of liquidated damages to County pursuant to this **Section 5**, such payment is only with respect to specific breaches of this **Section 5**, and shall not (i) limit other remedies to which County may be entitled from Contractor for Contractor’s breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract.

- d. Contractor shall rate all calls to the U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Interstate. Calls to all other countries shall be rated as International. The calling rates for both Interstate and International are specified in **Exhibit II, Rates and Fees**.
 - e. Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls 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 calling rates are applied.
 - f. During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
6. **Records and Documents**. Contractor shall make available, upon written request by any duly authorized federal, state, or County agency, a copy of this Contract and such books, documents, and records as are necessary to certify the nature and extent of Contractor's costs related to this Contract. All such books, documents, and records shall be maintained by Contractor for at least five years following termination of this Contract and be available for audit by County. Contractor shall provide to County reports and information related to this Contract as reasonably requested by County.
7. **Assignment and Subcontracting**.
- a. Contractor shall not assign this Contract or the services to be performed under this Contract, nor shall it subcontract or transfer any services without 30-days advance written notification to the County and then only upon Contractor's receipt of the County's written consent; provided, however, that a Contractor Affiliate may perform services under this Contract in its own, provided that Contractor is liable for the performance of its obligations under this Contract. For purposes of this Section, a "Contractor Affiliate" means any entity that controls, is controlled, or is under common control with Contractor. County understands and agrees that Contractor's Affiliate GTL Enhanced Services, LLC will provide VVS and Tablet Services, and DSI-ITI, Inc. will provide JMS. Any assignment or subcontract without the County's prior written consent is null and void and gives the County the right to immediately terminate this Contract.
 - b. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon execute documentation reasonably acceptable to County to assume all rights and responsibilities of Contractor.
 - c. If during the Contract Term and any Renewal Term, Contractor merges with or is acquired by another entity, the following documents must be submitted to the County:
 - (1) Corporate resolutions prepared by Contractor and the new entity ratifying acceptance of all of this Contract and its terms, conditions and processes;
 - (2) New Federal Identification Number (FEIN) if applicable; and
 - (3) Other documentation reasonably requested by County.
 - d. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract to this Contract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in this Contract shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the

successful fulfillment of all contractual obligations agreed to by Contractor and the County and to ensure that the County is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a failure by a subcontractor to fulfill agreed-to obligations in those matters described in this Contract.

8. **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County. Therefore, the Contractor assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

9. **Termination/Default/Effect of Termination.**

- a. In the event Contractor fails to perform any terms or conditions of this Contract, County may consider Contractor in default of its obligations under this Contract and supply Contractor written notice of such default. In the event said default is not remedied to the reasonable satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate this Contract. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment A, Scope of Services, Section C, Transition.**
- b. This Contract may be terminated by County upon 30-days written notice from County to Contractor. Upon termination, Contractor shall follow the transition requirements outlined in **Attachment A, Scope of Services, Section D, Transition,** provided, however, Contractor shall be paid for work performed in accordance with this Contract as of the date of termination.
- c. Should Contractor for any reason be unable to perform its obligations contained in this Contract, County may, at its sole discretion, call for the surety bond due, in part or in full for non-performance as liquidated damages.

10. **Indemnification.**

- a. Contractor shall defend, indemnify, and hold County and its agents, employees, officers, and representatives harmless from any and all claims, cost, loss, liability, expense, damage (including consequential damages), or other injury, claim, action or proceeding (including without limitation, attorneys' fees and expenses) arising out of or connected with Contractor's performance of this Contract, including but not limited to (i) any claim, action, or proceeding arising out of or connected with Contractor's products or equipment or the performance of services hereunder by Contractor, its officers, employees, subcontractors, agents, or representatives, (ii) any claim, action, or proceeding based or asserted on any actual or alleged violation of any federal, state, or local law, regulation, court order, or administrative order, (iii) any claim, action, or proceeding based or asserted on any actual or alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights, except to the extent such claims, demands or liabilities are caused by the willful misconduct, or the sole negligence of, County, its agents or employees.
- b. County agrees to provide Contractor with reasonable and timely notice of any claim, demand, or cause of action made or brought against County arising out of or related to this Contract. Contractor shall defend any such claim at its sole cost and expense.
- c. If the use by the County of any of the products or services supplied by Contractor under this Contract is formally restrained or enjoined, Contractor shall (a) obtain the right for County to continue use of the services, (b) substitute other services of like capability, or (c) replace or

modify the services to render them non-infringing while retaining like capability. If Contractor is unable to perform any of the above, County may terminate this Contract upon 60 days written notice to Contractor and pursue those remedies available to the County in law or equity.

- d. Notwithstanding the foregoing, or anything to the contrary under this Contract, County agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to County through products or services under this Contract, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Contract. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.
- e. The rights and obligations contained in this section shall survive the expiration or other termination of the Contract.

11. Insurance.

- a. During the period of this Contract, Contractor, at its own expense, shall carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions shall insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Contractor.
- b. Contractor shall provide County with a 30-day advance written notice of cancellation or material changes in any insurance.
- c. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- d. Contractor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation.
 - (1) Automobile Liability:
 - i. Bodily Injury (each person): \$250,000.00
 - ii. Bodily Injury (each accident): \$500,000.00
 - (2) General Liability (Including Contractual Liability):
 - i. Bodily Injury or Death (per person): \$1,000,000.00
 - ii. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00
 - (3) Excess Liability:
 - i. Umbrella Form: \$1,000,000.00
 - ii. Worker's Compensation: Statutory

- (4) Cyberinsurance:
 - i. Commercial cyberinsurance in an amount not less than \$1,000,000.00, including without limitation, coverage for loss of data, breaches of personally identifiable information, call center services, credit monitoring remedies, and identity restoration services.
 - e. The County agrees to provide Contractor with reasonable and timely notice on any claim, demand or cause of action made by or brought against County arising out of the service provided by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
 - f. Contractor shall carry and maintain Workers Compensation Insurance.
 - g. For any person or contractor with whom Contractor enters into a contract to provide the services defined in this Contract, Contractor must:
 - (1) Provide a certificate of coverage, for all persons providing the services defined in this Contract. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage Contracts, which meets the statutory requirements the State of California Labor Code;
 - (2) Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Contractor current certificate of coverage ends during the duration of the project; and
 - (3) Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.
 - h. Notify County in writing, within 10 business days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 12. **Surety Bond.** Within 10 calendar days after the Effective Date and prior to any installation work or equipment delivery, Contractor shall furnish a bond in the form of a surety bond, cashier's check, or irrevocable letter of credit, issued by a surety company authorized to do business in the State of California, and payable to County. The surety bond shall be in the amount of \$145,000.00 and will be retained during the full period of this Contract and/or renewal term(s). Personal or company checks are not acceptable. This Contract's number (if applicable) and/or dates of performance must be specified on the surety bond. In the event that the County exercises its option to extend this Contract for any Renewal Term, Contractor shall maintain the validity and enforcement of the surety bond for the Renewal Term, pursuant to the provisions of this paragraph.
- 13. **Force Majeure.** Neither party shall be held liable for any delay or failure in performance of any part of this Contract from any cause beyond its control and without its fault or negligence, which could not have been contemplated as of the Effective Date, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.
- 14. **Notice.** Any notice required by this Contract shall be supplied in writing and shall be given by personal delivery or by U.S. Mail or courier service addressed to the party's address listed below. Notice shall become effective upon delivery.

County: Contra Costa County
ATTN: Sheriff's Office
Address: 651 Pine Street, 7th Floor
Martinez, CA 94553

Contractor: Global Tel*Link Corporation
ATTN: General Counsel
Address: 3120 Fairview Park Dr.
Suite 300
Falls Church, VA 22042

With a copy to:

Office of the County Counsel
651 Pine Street, 9th Floor
Martinez, CA 94553

15. Miscellaneous Terms.

- a. Interpretation.** This Contract shall be interpreted under, and governed by, the laws of the State of California.
- b. Severability.** If any part of this Contract is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Contract which can be given effect without the invalid provision or applications. To that end, the provisions of this Contract are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.
- c. Entirety, Waiver, and Modification.** This Contract, together with any Attachments and Exhibits, represents the entire understanding between County and Contractor with respect to the subject matter hereof and supersedes all prior communications, Contracts and understandings relating thereto. Only a written instrument executed by the party waiving compliance may waive the terms of this Contract. Only a written instrument executed by both parties may amend the terms of this Contract. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any term of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Contract.
- d. Confidentiality.** Contractor agrees to comply with, and to require its employees and agents to comply with, all applicable state or federal statutes or regulations respecting confidentiality of records and services provided under this Contract, including but not limited to, the identity of inmates, officers, County personnel and other persons served under this Contract or who use the services provided under this Contract, all records generated under this Contract, and all services provided to them. Contractor agrees and assures that:
 - (1) All applications and records concerning an individual made or kept by Contractor or any public officer or agency in connection with the administration of or related to services provided under this Contract are confidential and are not open to examination for any purpose not directly connected with the administration of such service, unless such disclosure is compelled by law or statute.
 - (2) No person shall publish, disclose, permit or cause to be published or disclosed, any list of persons receiving services or using the telephone equipment pursuant to this Contract, records generated under this Contract or services provided under this Contract. Contractor agrees to inform all employees, agents and partners of the above provisions.

- (3) If disclosure of information is compelled by law, Contractor shall give the County reasonable notice sufficient to provide the County with the opportunity to oppose such disclosure prior to Contractor disclosing any information.
- (4) County shall protect any Contractor financial information (excluding the financial provisions of this Contract), reports gathered, compiled or created as a result of any audit performed by County or County's designee, whether the auditing entity is approved by Contractor or not, and any information that has commercial value or other utility to Contractor, and which Contractor designates and identifies in writing as "confidential" (collectively, the "Contractor Confidential Information"). The County may make disclosures of Contractor Confidential Information to its employees and agents, provided, however, that the County shall cause its employees and agents to honor the provisions of this Section. Notwithstanding the foregoing, where disclosure of Contractor Confidential Information that would otherwise be confidential hereunder is required pursuant to the California Public Records Act (California Government Code section 6250, et. seq., the "PRA"), or otherwise required by law, County shall notify Contractor that Contractor Confidential Information has been requested pursuant to the PRA before releasing the information so as to afford Contractor an opportunity to object to the release.

This provision survives termination or expiration of this Contract.

- e. **Dispute Resolution.** The parties shall attempt to resolve any dispute arising out of or relating to this Contract through negotiations between senior executives of the parties. To this effect, they shall consult and negotiate with each other and attempt to reach a solution satisfactory to both parties. Disputes or controversies related to this Contract not resolved through negotiation within a period of 30 days shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflicts of law provisions. In the event of litigation relating to this Contract, the parties agree to submit said dispute to the jurisdiction of the Contra Costa County Superior Court.
- f. **Title.** Except as specifically indicated in this Contract, title to all equipment, as specified in **Exhibit I. Facility Specifications**, provided under this Contract ("Equipment") shall be and at all times remain in the Contractor. Upon termination of this Contract, the County shall grant the Contractor a reasonable opportunity to collect and remove all Equipment. Except as specifically indicated in the attached End User License Agreements (EULAs), all software, documentation, and other intellectual property supplied or made available through this Contract (collectively the "IP") is being provided on a term license only, as long as this Contract is in effect, and shall not constitute a sale of that IP. Nothing in this Contract or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors. During the term of this Contract, Contractor grants County a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Contractor in the manner contemplated by this Contract. County shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

g. **Further Assurances.** County represents and warrants that it has the legal authority to enter into this Contract and to make all decisions concerning the providing of space and the installation and use of the Equipment at its Facilities. During the term of this Contract, including any renewal period(s) and extensions, County agrees:

- (1) To reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Contractor. County shall not, and shall not, allow any third party to tamper with or otherwise modify the services or equipment supplied by Contractor under this Contract or associated software, or connect the Equipment or associated software to any hardware or software that is not provided by Contractor.
- (2) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (3) To permit reasonable access to its respective Facilities without charge or prejudice to Contractor employees or representatives, patrons, or consignees. The County shall permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations. Furthermore, County will make its personnel, including appropriate professional personnel, administrative personnel and other employees, reasonably available for consultation in order to assist Contractor to perform its obligations under this Contract.

h. **Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

CONTRA COSTA COUNTY

By:  _____

Name: M. J. Kobb _____

Title: Chief, mytel services _____

FORM APPROVED

Sharon L. Anderson, County Counsel

By Deputy Eric Gelston _____

GLOBAL TEL*LINK CORPORATION

By:  _____

Name: John C. Pitsenberger _____

Title: CFO _____

By:  _____

Name: Jon Walker _____

Title: VP Business Development _____

ATTACHMENT A: SCOPE OF SERVICES

I. **Contractor's Obligations.** During the term of this contract, Global Tel*Link ("Contractor") shall provide Inmate Telephone Service and Additional Technologies for inmates at the County adult detention facilities: Martinez Detention Facility, West County Detention Facility, Marsh Creek Detention Facility, and the Custody Alternative Facility ("Facilities"). Details about the Facilities can be found in **Exhibit I, Facility Specifications.** Capitalized terms used in this Attachment A and not otherwise defined have the meaning given in the Contract. Inmate Telephone Service and Additional Technologies services shall include, but not necessarily be limited to, the following:

A. General Requirements.

1. At no cost to County, Contractor shall furnish, install and maintain a turnkey inmate telephone service with the functionality and features set forth in this Contract (the "ITS"), which shall include, without limitation collect, pre-paid collect, pre-paid card, debit and free calls. Contractor shall install and operate all inmate telephones, and related equipment and, without cost to County, provide all wiring for the inmate telephones, install the inmate 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 collect, pre-paid collect, pre-paid card, debit and free calls from the Facilities.
2. At no cost to County, Contractor shall furnish, install and maintain a turn-key video visitation service with the functionality and features set forth in this Contract (the "VVS"), which shall include, without limitation, automated scheduling software and completion of onsite and remote video visitation sessions. 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 from the Facilities.
3. Contractor shall provide County with a correctional-grade mobile device/tablet service ("Tablets") at no cost to County (for the avoidance of doubt, inmates shall not bear any cost of hardware except as specifically provided in this Contract). Once implemented and for the duration of the Contract, the County will allow the sale of Tablet applications, detailed in **Exhibit II, Rates and Fees, Approved Tablet Applications and Fees,** by Contractor for use by the inmates and as approved by County. The Tablets shall, at a minimum, have the capability to access various applications including inmate calling with the full security features and capabilities of the ITS, County-approved documents, inmate requests, grievances and PREA.
4. At no cost to County, Contractor shall furnish, install and maintain a jail management system as a turnkey solution installed on County premises, with the functionality and characteristics set forth in **Section O (Jail Management System)** below and **Exhibit I, Facility Specifications** (the "JMS"). The software used in the JMS is licensed to the County pursuant to the JMS End User Software License Agreement entered into between DSI-ITI, Inc., an Idaho corporation, and the County, which is attached hereto as **Exhibit V, JMS End User Software License Agreement** ("JMS EULA"). The PictureLink and Corretrack software

used in the JMS and intellectual property related thereto is licensed to the County pursuant to the End-User License Agreement entered into between Dynamic Imaging Systems, Inc., a New Jersey corporation, and the County, which is attached hereto as **Exhibit VI, Dynamic Imaging Systems, Inc., End User License Agreement** (“Dynamic EULA”).

5. Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, County, or municipal government at no cost to County, subject to Contractor’s negotiation and termination rights under the Contract. The Contractor shall be duly authorized to supply the products and services contemplated by this Contract.
 6. Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, to County and County to its employees and all subcontractors, to ensure County maintains a drug free workplace. County reserves the right to review drug testing of Contractor’s personnel involved County may require, at Contractor’s expense, drug testing of Contractor’s personnel if no drug testing records exist or if such test results are older than 6 months.
 7. Due to the sensitive and confidential nature of the County’s information both transmitted and stored by Contractor for ITS, VVS, and Tablets, at all times, Contractor shall implement and maintain the data security and encryption measures detailed in **Exhibit VIII. GTL Data Security**.
- B. Designated Agent.** County shall designate an agent to act on County’s behalf (“Designated Agent”), Contractor shall follow County’s direction in working with such Designated Agent.
- C. Single Point of Contact.** Contractor shall appoint an Account Executive (“AE”) who will act as a single point of contact for the County (including its Designated Agent) for all ITS, VVS and Tablet-related activities, inquiries, service requests and issues. Contractor shall provide County and its Designated Agent with contact information for the AE which shall include a telephone number, mobile number and email address.
- D. Transition.**
1. Contractor shall work in good faith with County, and/or its Designated Agent, and the incumbent telephone service provider and/or incumbent video visitation service provider(s) to ensure an orderly transition of services and responsibilities under this Contract and to ensure the continuity of the services required by County.
 2. Upon expiration, termination, or cancellation of this Contract, Contractor shall accept the reasonable direction of County to ensure all contracted services are smoothly transitioned/transferred. At a minimum, the following shall apply:
 - a) At no cost to County, Contractor shall supply 1 workstation which shall become the property of County after expiration, cancellation or termination of this Contract to allow County access to all CDRs, call recordings, video visitation recordings, Tablet activity, documentation, reports, data and etc.

- b) The CDRs, call and video visitation recordings, documentation, Tablet activity, reports, data, etc. for each Facility shall be provided to the County by Contractor on a storage medium acceptable to the County and in a user-friendly, searchable and electronic format at no cost to the County within 15 days following the expiration and/or cancellation of the Contract. Contractor shall accept the County's reasonable decision whether the solution provided is acceptable.
 - c) Contractor shall discontinue providing service or accepting new assignments under the terms of this Contract, on the expiration, earlier termination of the Contract, or such date as mutually agreed upon by both parties. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date.
3. Contractor agrees that all CDRs, call recordings, video visitation session recordings, Tablet activity, documentation, reports, data, etc. contained in the ITS, VVS and Tablets are the property of County. County acknowledges that the ITS, VVS and Tablet hardware and software, and system documentation are the property of Contractor.
 4. All inside wiring installed under this Contract shall become the property of County at the conclusion of this Contract. Contractor agrees to remove its equipment at the conclusion of this Contract in a manner that will allow the reuse of the cabling/wiring associated with the ITS and VVS.

E. Implementation.

1. According to the Scope of Services set forth herein, Contractor shall cause the ITS, VVS, JMS, and Tablets to be implemented and available for County's use in a production setting in accordance with the timeframes set forth in this scope of services. The preliminary implementation schedule for the ITS, VVS, JMS, and Tablets are set forth in **Exhibit III, Implementation Schedule** attached to the Contract. Within 15 days following notice by County to Contractor to proceed, Contractor shall coordinate with County and complete site surveys at all County Facilities for the ITS, JMS, VVS, and Tablets. If access to County Facilities is restricted by County for security or other reasons (e.g. lockdown), which delay the completion of site surveys, Contractor and County shall mutually work together to re-schedule site surveys. Within 15 days of completion of the site surveys, Contractor shall submit to County implementation plan for all the Facilities setting forth the methodology, services, and timeline for implementing the ITS, VVS, JMS, and Tablets (the "Implementation Plan"). Contractor shall install and implement the ITS, JMS, VVS, and Tablets in accordance with the Implementation Plan accepted by the County.
2. If any portion of the installation of ITS, VVS, JMS, or Tablets is not completed within the timeframe set forth in the implementation schedule set forth in the Implementation Plan, County may impose liquidated damages, as specified in **Exhibit VII, Liquidated Damages, Installation delays**. However, Contractor shall have no liability nor incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control. Contractor will provide the County with written notice of any delay, obstruction, or hindrance by County which

materially affects Contractor's ability to perform its obligations under this Contract, and such delay, obstruction or hindrance will excuse an equivalent delay, and such additional period to allow for rescheduling, in Contractor's performance of its obligations under this Contract. If Contractor makes a payment of liquidated damages to County pursuant to this **Section E. Implementation**, such payment is only with respect to specific breaches of this **Section E. Implementation**, and shall not (i) in any way limit other remedies to which County may be entitled from Contractor for Contractor's breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract.

F. General Installation Requirements.

1. Contractor is responsible for all costs associated with the installation of the ITS, JMS, VVS, and Tablets, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring (other than for JMS), new electrical circuits (other than for JMS), cables, installation, 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.
2. Vendor shall install a separate, dedicated network to accommodate the ITS, VVS and Tablets. Contractor's ITS, VVS, and Tablets shall not be configured to reside on or use County's network.
3. Contractor shall install/mount all ITS, JMS, VVS, and Tablet equipment in accordance with the terms of this Contract and with the manufacturer's specifications.
4. 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 County's property upon termination and/or expiration of the Contract.
5. 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 Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
6. Contractor is responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the outlined services.
7. Contractor shall obtain 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 Facility(s). Contractor shall also work with County's IT Director to coordinate all new and additional wiring needs.

8. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS, VVS, and Tablets.
9. Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS, JMS, VVS, and Tablets to ensure there is no loss of call, video, transaction processing and data storage in the event of a power failure.
10. A separate power supply shall not be required for the contracted services. A power source shall be available to Contractor at the Facilities.
11. Installation of all telephones, cabling, video visitation stations, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Facility Administrator.
12. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
13. Contractor shall correct any damage to County's property caused by maintenance or installation associated with the ITS, JMS, VVS, or Tablets, including repairs to walls, ceilings, etc.
14. Contractor shall provide written documentation indicating that all circuits have been tested and all equipment, cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation for the ITS, JMS, VVS, or Tablets.

G. System Specific Installation Requirements.

1. Inmate Telephone System

- a) Within 15 days following written notice by County to Contractor to proceed, Contractor shall complete site surveys at all County Facilities for the ITS. Should access to County Facilities be restricted by County for security or other reasons (e.g., lockdown) which delays the completion of site surveys, Contractor and County shall mutually work together to re-schedule site surveys. Within 15 days of site survey completion date, Contractor shall submit an implementation plan for the ITS for County approval. Contractor shall complete the ITS implementation within sixty days (60) days after the date the County provides Contractor with written notice of the County's approval of the ITS implementation plan.
- b) Contractor shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications.
- c) All telephone equipment provided shall be fully operational at the time of the initial installation.

- d) The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in **Exhibit I, Facility Specifications**.
 - i. Contractor shall install all new telephone equipment including portable telephones, TDD devices.
 - ii. All telephone equipment shall be powered by the telephone line, not require an additional power source
 - iii. The telephones must not contain any exterior removable parts.
 - iv. All telephone sets shall include volume control.

- e) Contractor shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.

- f) Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon County's request and at no cost.

- g) At no cost to County, Contractor shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. However, the 30 day requirement may be extended (in writing and where possible) by County at the Contractor's request in such instances where phones are being added to a newly constructed or expanded Facility.
 - i. If the installation of the additional inmate telephones is not completed within 30 days, Contractor may incur liquidated damages, as identified in **Exhibit VII, Liquidated Damages, Installation delays**. However, Contractor shall not have liability nor incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.

- h) Contractor shall install, repair and maintain all Contractor provided equipment and lines, 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 Contractor.

- i) Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of telephone numbers, equipment specifications and locations of each device.

2. Jail Management System

- a) Contractor shall meet the following milestones associated with the JMS implementation:
 - i. Within 15 days following written notice by County to Contractor to proceed, Contractor shall complete site surveys at County's Facilities. Should facility access to County Facilities be restricted by County for security or other reasons (e.g. lockdown) which delay the completion of site surveys, Contractor and County shall mutually work together to re-schedule site surveys.
 - ii. Contractor shall conduct an in-person meeting with County to identify key requirements and deadlines for the implementation of the JMS ("JMS Kickoff Meeting") within 30 days of the completion of the site surveys.
 - iii. Contractor shall deliver an implementation plan for approval by County within 15 days following the JMS Kickoff Meeting. Once the updated implementation plan is approved by the County in writing, it shall indicate that the JMS will be available for County's use in a production setting no later than twelve (12) months after the date the JMS implementation plan is approved in writing by County. The JMS implementation shall be completed in accordance with the timelines and milestones established in the County-approved implementation plan.
- b) All JMS installation, implementation, and/or services are subject to review and approval of the County and shall be delivered/installed/furnished in compliance with hardware and software, data, website, testing, and security standards set forth in this Contract. Any proposed deviation from these standards shall be proposed to, and reviewed and approved by the County in writing. Contractor shall accept the County's reasonable direction during JMS testing and throughout the JMS implementation process. Contractor will work, in good faith, to comply with County network standards for configuration, implementation, and management of the software and hardware as may be identified.
- c) Contractor shall provide any and all hardware, software and related equipment to County for the provision of the JMS at no cost to the County. Any hardware and related equipment installed by Contractor for the provision of the JMS shall become the property of the County at the termination of this Contract. Contractor's approved JMS implementation plan shall include detailed information as to all hardware, software and related equipment to be provided by Contractor to County for the provision of the JMS at County Facilities, and within 30 days after County's written approval of the JMS implementation plan, County and Contractor shall amend this Contract to reflect such hardware, software and related equipment in **Exhibit I. Facility Specifications**. The County's rights to use the software in the JMS is pursuant to the JMS EULA and the Dynamic EULA. County must contract separately for support and maintenance for the period after the termination of the Contract.
- d) Contractor represents to County that it has the capability to provide and install the wireless infrastructure required for the operation of the JMS and the JMS mobile component allowing County to complete necessary efficiencies associated with the utilization of the JMS. If the County notifies Contractor in writing that it is electing the JMS mobile component and associated wireless infrastructure, the parties shall work in good faith to define the applicable requirements and the allocation of cost and responsibilities, and shall memorialize the terms in an amendment to the Contract.

3. Video Visitation System

- a) Contractor shall implement the VVS according to the following milestones:
 - i. Within 15 days following written notice by County to Contractor to proceed, Contractor shall complete site surveys at County's Facilities. Should facility access to County Facilities be restricted by County for security or other reasons (e.g., lockdown) which delay the completion of site surveys, Contractor and County shall mutually work together to re-schedule site surveys.
 - ii. Contractor shall conduct an in-person meeting with County to identify key requirements and deadlines for the implementation of the VVS ("VVS Kickoff Meeting") within 45 days after County accepts completion of the ITS implementation in writing.
 - iii. Contractor shall deliver a VVS implementation plan for approval by County within 15 days following the VVS Kickoff Meeting. The implementation plan shall include the milestone for the completion date of the VVS implementation within one-hundred eighty (180) days from the date the implementation plan is approved by County in writing. The VVS implementation must be completed in accordance with the timelines and milestones established in the County-approved implementation plan.
- b) At no cost to County, the Contractor shall install all new visitation stations and VVS related equipment. The number of inmate stations and visitor stations is detailed in **Exhibit I, Facility Specifications**.
- c) Contractor shall provide and install tamper-resistant and durable video visitation stations suitable for a correctional environment.
 - i. The video visitation stations shall not include any removable parts.
 - ii. The video visitation stations shall include volume control.
- d) Video visitation stations shall not compromise County's local area network or network security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.

4. Tablets

- a) Contractor shall implement the Tablets according to the following milestones:
 - i. Within 15 days following notice by County to Contractor to proceed, Contractor shall complete site surveys at County's Facilities. Should facility access to County Facilities be restricted by County for security or other reasons (e.g., lockdown) which delay the completion of site surveys, Contractor and County shall mutually work together to re-schedule site surveys.
 - ii. Contractor shall deliver a Tablets implementation plan for approval by County within 15 days following the completion of the VVS implementation. The implementation plan shall include the milestone for completion of the Tablets implementation, which shall be within 30 days after the date the County approves the Tablets implementation plan in writing. The Tablet implementation must be completed in accordance with the timelines and milestones established in the County-approved implementation plan.
- b) At no cost to County, the Contractor shall provide the number of Tablets detailed in **Exhibit I, Facility Specifications** and all of the related components (hardware, software, and network) required to allow inmates the use of the Tablets as reasonably permitted by

layout and other characteristics within the Facilities. County must allow Vendor to install and manage a multiple channel wireless network within the 2.4 GHz band. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet.

- i. The wireless network for County shall include, but not be limited to, all wireless network access points and all related cabling.
- c) At no cost to County, the Contractor's Tablets shall be capable of integrating with other County technologies for other functions including, but not limited to, inmate handbook uploads, inmate requests, medical requests, grievances, and commissary ordering; provided, however, the integration of any technology is subject to agreement between both parties provided in writing.
 - d) Tablet shall be suitable for a correctional environment. Tablets must be durable and tamper resistant with no removable parts. Contractor and its suppliers are in no way responsible for any physical harm or other injury, foreseen or unforeseen, in the use of the Tablets, earbuds, or other related accessories. County is solely responsible for keeping cords away from those who present risk to themselves or others.
 - e) Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points.
 - f) Each Tablet shall be accompanied with one (1) set of correctional-grade earbuds. The external speakers on the Tablets shall be disabled. County will facilitate the sale of replacement earbuds through its commissary.
 - i. Contractor shall ensure earbuds are clear and correctional-grade standard.
 - g) Placards containing Tablet instructions in English and Spanish shall be placed adjacent to all in-pod Tablet charging stations (if applicable). Contractor shall replenish placards at the request of County or on an as-needed basis at no cost to County.
 - h) Contractor shall provide informational flyers/posters outlining all Tablet services/offers and the cost of these services to post at County's Facility at no cost to County.

- i) The County has approved the applications listed in **Exhibit II, Rates and Fees, Approved Tablet Applications and Fees**. Prior to the implementation of any additional applications, Contractor must provide the County with written documentation of the additional applications for review and approval, which approval shall not be unreasonably withheld or delayed.
 - i. Contractor shall prohibit access via Tablets to games that include ‘multi-player’ functionality, allowing inmates to interact with other human game users. Functionality of such games shall be limited to playing against “virtual” opponents/gamers.
 - ii. Contractor shall ensure that all approved games accessible through Tablets shall provide no mechanism for communicating with any other individual entity or individual, within or outside County’s Facilities.

- j) **Debit Link Accounts**. All inmate Tablet application charges (not including charges for voice communication) may be purchased using link units, which each inmate will use to pay for Tablet applications (“Link Units”), and will be purchased by inmates or their friends or family will purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Inmate friends and family may also purchase subscriptions for inmates for certain applications using consumer facing channels. These are the exclusive methods by which Tablet applications may be purchased.
 - i. Inmates may fund their Debit Link account by transferring monies from their trust account. Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of all Contractor’s services or upon an inmate’s release.
 - ii. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits, or purchase subscriptions for inmate for certain applications, through Vendor’s consumer facing sales channels. Transaction Fees may apply. All Link Units and application subscriptions purchased by inmate friends or family are final.

- k) Contractor shall install, repair, and maintain all Contractor provided equipment, lines, servers, and networks, including but not limited to, any wiring and cable work required from the demarcation throughout the Facility. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor; provided, however, that the County will provide reasonable assistance for Contractor to recoup costs from inmates for any acts of vandalism or willful misuse of Contractor provided equipment, which for Tablets is \$249. All such County assistance shall be provided in accordance with current County processes.

- l) Contractor agrees to repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from County, at no cost to County, subject to terms in subsection k above.

- m) Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of Tablets, charging stations, equipment specifications, and location of each device.

H. ITS and User Application Specifications.

1. Contractor shall ensure that all operational features and system requirements applicable to all calls placed through the system, including local, long distance and international calling.
2. The ITS shall be configured to process all or any combination of the following bill types; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
3. Contractor agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and etc. required by County as outlined in **Exhibit I, Facility Specifications.**
4. Contractor shall provide a sufficient number of lines to the ITS to allow inmates the opportunity to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to County. At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County,
5. 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.
6. 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.
7. The ITS shall be capable of recognizing standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, operator intercepts, quick disconnects, ring back tones, chain dialing and no voice from called party.
8. 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.
9. With each call, the ITS shall provide an automated message advising the called party that the call is coming from a specific inmate at the Facility and that the call "may be monitored and recorded."
10. With each call, the ITS shall clearly identify the type of call being placed to the called party; collect, free, complimentary, etc. This recording must be free of any charges.

11. The ITS shall allow inmate(s) to record their name only once and with the first call made by the inmate(s). The ITS shall allow the inmate(s) 2 seconds to record their name.
12. The ITS must repeat the call acceptance information to the called party a minimum of 2 times during the initial call process.
13. The ITS shall process calls on a selective bilingual bases; English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated.
14. At County's request, Contractor agrees to provide additional language options for the ITS prompts, at no cost to County, subject to the standard languages available for the ITS at the time of County's request.
15. The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the term of this Contract, at no cost to County and within 10 days of the request.
16. The ITS shall allow inmates to make free 5-minute local telephone calls from the intake/booking inmate telephones as well as free local calls to County-approved bail bondsman.
17. County reserves the right to enter free numbers in the ITS without the assistance of Contractor.
18. 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.
19. Following the dialing sequence, the ITS shall allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
20. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
21. The ITS shall be able to 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.
22. The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by County (.csv, PDF, Excel):

- a) Inmate Name (first, last);
- b) Inmate PIN;
- c) Record Identifier;
- d) Date Range (start date/time and end date/time);
- e) Facility Name;
- f) Called Number;
- g) Originating Number;
- h) Station Port;
- i) Station Name;
- j) Call Type;
- k) Bill Type;
- l) Duration (minimum and maximum);
- m) Call Amount;
- n) Flagged Calls;
- o) Monitored Calls;
- p) Recording Type;
- q) Completion Type;
- r) Termination Type;
- s) Validation Result;
- t) Pre-Paid Card ID Number;
- u) Phone Group; and
- v) Custom Search.

23. The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Excel):

- a) Call statistics by Date Range;
- b) Frequently called Numbers;
- c) Frequently Used PINs (if used at the Facility);
- d) Commonly Called Numbers;
- e) Call Detail Report;
- f) Gross Revenue Report by Date Range;
- g) Facility Totals and Statistics;
- h) Called Party/Number Accepting Report;
- i) Fraud/Velocity Report;
- j) Total Calls;
- k) Calling List (PAN) Report;
- l) Pre-Paid Card Report
- m) Debit Usage Report;
- n) Debit Balance and Funding Report;
- o) Pre-Paid Card Balance Report;
- p) Bill and Call Type Distribution;
- q) Phone Usage;
- r) Reverse Look-Up; and
- s) User Audit Trail

24. The ITS shall allow for the customization of reports in a form mutually agreed upon by County and/or its Designated Agent and Contractor and at no cost to County.

25. Contractor's ITS user application shall at a minimum allow:
- a) The creation, modification and deactivation of user accounts;
 - b) The creation, modification and deactivation of inmate accounts;
 - c) The creation and modification of telephone numbers in the ITS without the assistance of Contractor, including entry of free and privileged telephone numbers;
 - d) Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - e) Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - f) 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.
 - g) Block/unblock telephone numbers without the assistance of Contractor; and
 - h) 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.
26. The Contractor shall provide continuous remote diagnostics and supervision for call processing and call recording. Contractor shall provide remote diagnostics on the ITS to determine if a problem is with the telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a minimum, be completed 3 times each day on each telephone.
27. Contractor shall provide accommodations that 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 systems that are compatible with Telephone Devices for the Deaf (TDD). Contractor shall provide the number of TDD telephones identified in **Exhibit I, Facility Specifications**. Said TDDs shall be compatible with the ITS.
28. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
29. Contractor shall establish an informant line at no cost to the 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.
30. Contractor shall configure, at County's direction, inmate telephones at each of the Facilities to accommodate propria persona (pro-per) telephone calls for inmates choosing to represent and manage their own legal defense. All pro-per calls shall be free, but shall be limited to 2 pro-per calls per day per inmate duly acting in such capacity with a maximum of 280 minutes per week per such inmate. For the purpose of the pro-per telephone calls, the weekly maximum minutes shall be calculated from Friday to Thursday of each week. All pro-per calls shall utilize an inmate PIN.

31. Contractor shall provide quarterly pro-per reports to County and/or its Designated Agent. Such quarterly reports shall include a projected estimated cost of each pro-per call to determine what the costs would be if the applicable calling rate was applied to the free pro-per call. The quarterly pro-per reports shall be in an Excel format and shall include, at a minimum, the following fields:
 - a) Facility name;
 - b) Phone Type (e.g. pro-per);
 - c) Inmate PIN;
 - d) Station ID;
 - e) Date (yymmdd);
 - f) Call Type (e.g. Intralata, etc.);
 - g) Number of Pro-Per Calls Per Day by Inmate PIN;
 - h) Rounded Minutes of Use; and
 - i) Estimated Cost.

32. Contractor shall work with County on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
 - a) 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; and

 - b) At no Cost to County, provide a telephone line, dedicated for PREA calls to which the calls will be routed as free.

I. ITS Security Features.

1. The ITS shall prohibit:
 - a) Direct-dialed calls of any type;
 - b) Access to a live operator for any type of calls;
 - c) Access to "411" information service;
 - d) Access to 800, 888, 877, 900, 911, and any other 900 type services;
 - e) Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

2. The ITS shall prevent call collision or conference calling among telephone stations.

3. 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:
 - a) At demarcation location;
 - b) By central control; and
 - c) By select housing units.

4. The ITS shall prevent all inmate telephones from receiving any incoming calls. Contractor shall work with the LECs to ensure such control.
5. Contractor shall configure the ITS to display Contractor's County service number on the called party's caller ID each time a call from the Facility is placed.
6. The ITS shall allow the called party to block their telephone number during the call acceptance process.
7. Upon detection of such, the ITS shall have a fraud prevention feature that will randomly interject pre-recorded announcements informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. The inmate must not be able to interfere with these announcements.
8. The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall flag and/or terminate the call immediately. Three-way calls shall be flagged in the CDRs as "three-way call."
9. The ITS shall be capable of blocking specific telephone numbers from inmate dialing.
10. The ITS shall allow calls to specified numbers at specified times during the day.
11. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facilities is detailed in **Exhibit I, Facility Specifications**.

J. Personal Identification Number (PIN) Application.

1. The PIN application shall work with the ITS allowing inmates to use PINS to complete calls via the ITS.
2. The ITS must be interfaced with the Contractor's provided Jail Management System (JMS). The interface shall allow for information to be freely transferred from one system to another. County shall not be responsible for paying any amount associated with the required interface.
3. Inmate information, including the PIN shall be sent to the ITS and VVS systems in real-time using the required contractors interface specifications.
4. Contractor shall develop, within 60 calendar days after the Contract execution date, an Inmate ID field in addition to the existing PIN field within the ITS for the purposes of capturing, storing, and searching a static inmate identifier.
5. The ITS PIN application shall include all of the following features and functionalities:

- a) The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a 14-digit PIN.
 - b) The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - c) The capability of accommodating any/all of the following options for how PINs are received and/or generated by the ITS:
 - i. JMS generates and sends the complete PIN to the ITS. ITS stores the complete PIN;
 - ii. 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; and
 - iii. The ITS accepts a manually entered PIN.
 - d) 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, etc.).
 - e) The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
 - f) PINs shall be required for booking/intake phone(s).
 - g) 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.
 - h) The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change. Updates/changes to PINS shall be sent back to the JMS via the interface.
6. Although the County does not currently utilize personal allowed number lists, the ITS shall be capable of storing a list of Personal Allowed Numbers (PAN) associated with each PIN.
- a) PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - b) The quantity of approved telephone numbers within a PAN shall be configurable.
 - c) The quantity of approved telephone numbers within a PAN shall be configurable by PIN.
 - d) The ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
 - e) ITS shall store the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.

f) ITS shall be capable of auto-enrolling PANs to avoid manual entry.

g) Contractor's ITS shall accommodate specific timeframes (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

K. Monitoring and Recording Requirements.

1. The ITS shall permit full monitoring and recording of all calls from any telephone or visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions.
2. The ITS shall exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
3. The ITS shall allow designated users at the Facility to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
4. The ITS shall record calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
5. The ITS shall provide simultaneous playback and continuous recording of calls.
6. Live monitoring shall allow County to view, at a minimum, the following information in chronological order.
 - a) Call Start Time;
 - b) Facility;
 - c) Phone Location Name;
 - d) Inmate Name;
 - e) Inmate PIN;
 - f) Called Number;
 - g) Called City, State;
 - h) Call Type;
 - i) Bill Type;
 - j) Call Status; and
 - k) Duration.
7. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. County shall have access to all CDRs from all facility workstations and remote access computers, based on the user's access level. CDRs stored offline for a minimum period of 7 years following the expiration of the Contract.
8. All call recordings shall be stored online for the life of the Contract and offline for a period of 3 years following the expiration or termination of the Contract.

9. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the life of the Contract and any renewal terms.
10. Contractor may incur liquidated damages, as identified in **Exhibit VII, Liquidated Damages, Lost or un-useable recordings**, per each instance wherein County suffers one or more lost, unrecoverable or un-useable recording(s).
11. Contractor shall provide County with ITS workstations working real-time with the ITS, for such monitoring, recording and reporting up to the amounts identified in **Exhibit I, Facility Specifications**, and described below. Contractor shall also install and maintain 1 ITS workstation at the District Attorney's Office located at 900 Ward St., Martinez, CA 94553, 1 ITS workstation at the Field Operations Bureau located at 1980 Muir Road, Martinez, CA 94553, and 1 ITS workstation at the Sheriff's Technical Services located at 30 Glacier Dr., Martinez, CA 94553. The workstations shall each include a CD/DVD burner, flat screen monitors, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Vendor-provided workstations, and at the request of CCCSO, Vendor shall provide unlimited and secure remote access to the ITS at no cost to CCCSO. Remote access must be compatible with Internet Explorer and must be backwards compatible with at least three versions of Internet Explorer.
12. Contractor shall provide remote access to the ITS at no cost to County. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on workstations within the facility.
13. The ITS shall include an alert feature where designated staff can create an alert to notify them based on any number of criteria, including but not limited to, PIN number, called number, visitor name, or inmate telephone.
14. The ITS shall be capable providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Alerts shall be forwarded to the designated investigator's cell phone, SMS text, or email. A security PIN for accessing the live call shall be required.
15. 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.
16. 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.
17. The copying/burning process shall be integral to the ITS user application.
18. If so requested by the County, Contractor shall accommodate offline on-site storage of call recordings.

19. Contractor shall provide all storage media including CD, DVDs, and corresponding sleeves at the request of the County. Contractor shall fill such request for storage media within 14 days.

L. Customer Service, User Billing, and Payments.

1. Customer Service

- a) Contractor shall provide end-users, not including inmates, with multiple channels of communication with Contractor including but not limited to: 24 hours a day, 7 days a week, 365 days a year customer service via telephone, online account access and instant chat services. Contractor's telephone option shall allow the end-user to reach a live Contractor representative at any time.
- b) Contractor shall provide end-users, not including inmates, with an automated method for blocking their telephone number for calls from the Facilities during the call acceptance process.
- c) Pre-paid collect accounts shall remain active for 180 following the last call made to the account.
- d) Contractor shall issue refunds to end-users, not including inmates, for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor after 180 days and the end-user requests to re-activate the account and receive calls from the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-users for refunds or reactivation of funds associated with a pre-paid account.
- e) Contractor shall complete a pre-paid collect call if the end-user's pre-paid collect balance is sufficient to cover the cost of a 1 minute call.
- f) Contractor shall issue refunds via credit card or check within 30 days but not more than 60 days of the refund request for pre-paid collect accounts.

2. ITS Validation

- a) Contractor shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). Contractor shall query this database as required to maintain a high degree of accuracy for each collect LEC billed inmate call and process only those calls which do not have Billed Number Screening (BNS) Contractor must assume all responsibilities for the cost and the accuracy of validation.

3. ITS Pre-Paid/ Debit Application

- a) Contractor shall cause the pre-paid and/or debit application shall work with the ITS provided.
- b) The pre-paid and/or debit application shall interface with the Contractor's provided JMS for ease of transferring money from the inmate's trust fund/commissary account to the inmate's ITS account. County shall not be responsible for any cost associated with the interface.
- c) The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's PAN/approved depositor list.
- d) The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
- e) The pre-paid and/or debit application shall allow international calls.
- f) At the request of County, Contractor shall supply County with signage/brochures/flyers regarding Contractor's pre-paid program at no cost to County.

4. Payments for the Video Visitation System

- a) When applicable, the VVS shall be capable of charging for visits when an inmate has exceeded his/her established free onsite visit quota. For the avoidance of doubt, free visits will be limited to onsite visits, and will not exceed the minimum number of free visits required by law; provided, further, however, that if the law requires a certain number of in-person visits, then the onsite free visit quota will be fulfilled first using the required in-person visits and not video visitation visits.
- b) The VVS shall have the capability to:
 - i. Differentiate between professional visitors (i.e. public defenders vs. attorney) and assess onsite or remote charges accordingly;
 - ii. Allow for free visits for a particular visitor (i.e. public defenders), subject to the limitations described above;
 - iii. Allow visitation charges to be charged per minute or per visit;
 - iv. Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits;

- v. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - (1) Inmate release;
 - (2) Inmate transfer;
 - (3) County imposed restriction;
 - (4) Station unavailability; and
 - (5) County event (e.g. weather closure, module or building lockdown).
- c) Contractor shall refund all visitation charges if visitation is dropped due to Contractor network issues.
- d) Contractor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

5. End-User Payment Options

- a) Contractor shall collect and receive all payments from end-users for the ITS, VVS, and Tablets. End-users shall be allowed to make payments to Contractor in a number of ways including, but not limited to:
 - i. Cash via Contractor's kiosk at each of the Facilities (ITS end users only);
 - ii. Via phone using the Contractor's Interactive Voice Response (IVR) system using a debit or credit card (ITS end users only);
 - iii. Via phone interacting with a Live County Service Representative using a debit or credit card (ITS end users only);
 - iv. Via internet using a debit or credit card; and
 - v. Via a third party such as Western Union or other businesses with which Contractor has a contractual Contract for third party payment (ITS end users only).
- b) Contractor shall cause all fees charged to end-users to conform to the fees set forth in **Exhibit II, Rates and Fees**.

6. Contractor Retention of Account Information

- a) For the purpose of aiding in investigations the Contractor shall retain ITS, VVS, and inmate calls using the Tablets account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts, as applicable, for a period of 2 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.
- b) County shall have access to such account information upon request, to the extent permissible by law.

M. Security. All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Contractor employees will comply with County's policies and procedures. Entry to the Facilities is subject to the approval of County.

N. **Training.**

1. Contractor shall provide onsite training for ITS, JMS, VVS, and Tablets to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will be retained by the County.
2. When requested by County, informational pamphlets shall be available to inmates and/or staff (as applicable) and shall describe the applicable features and functionalities of the ITS, JMS, VVS, and/or Tablets.
3. Contractor will also provide full documentation for all ITS features, JMS features, VVS features, Tablet features, and documentation for any and all added technology features that result from this RFP and Contract.

O. **Upgrades and Performance Process.**

1. Contractor shall adhere to the following performance process when upgrading the ITS, JMS, VVS, and/or Tablet software, equipment, or performing any changes to the either system at the Facilities. County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any ITS, JMS, VVS, or Tablets changes that affect the inmates.
2. Excluding system enhancements, bug fixes, and operationally necessary changes, any deviation from this process may result in liquidated damages incurred by Contractor, as identified in **Exhibit VII. Liquidated Damages, Performance process.**
3. Contractor shall receive written permission from County, before scheduling or proceeding with any functionality changes to the ITS, JMS, VVS, or Tablets at the Facilities, especially if the changes will cause an interruption in service.
4. Contractor shall provide County with ITS, JMS, VVS, and Tablet the approved software upgrades within 30 days following written approval from County. All upgrades must be within 1 release of newest operating system and provided to County at no additional cost.
5. Contractor shall perform extensive testing on all system changes or upgrades to the ITS, JMS, VVS, and/or Tablet software prior to introducing them to County. At a minimum, this shall include the following:
 - a) Extensive testing on a system identical to the ITS, JMS, VVS, and/or Tablets at the Facilities;
 - b) Circuit testing;
 - c) Configuration / setting preservation testing;
 - d) ITS: Call processing, debit/pre-paid availability, international calling;
 - e) VVS: video visitation session quality and scheduling application;
 - f) Tablets: access to all transactions, applications and applicable purchase processes;
 - g) JMS: connectivity and access to all modules and interfaced applications.

6. Contractor shall provide County with written details regarding any change to voice prompts, dialing, or video visitation procedures or processes impacting inmates, end-users and Facilities.
7. Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the ITS, JMS, VVS, and Tablets are not being used regularly. Contractor shall coordinate a convenient time and day with County to implement the changes or upgrades to avoid an interruption in service.
8. Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, visitation sessions or additional services and ensure systems are functioning properly.
9. All software upgrades shall be made by Contractor at no cost to County.

P. Dedicated Service Technician.

1. Contractor shall provide one dedicated Service Technician for all Facilities, at no cost to County. The dedicated Service Technician shall share his weekly time among the Facilities working up to 40 hours per week as needed. The duties and responsibilities of the Service Technician shall include, but not be limited to:
 - a) Maintain all databases associated with the ITS, VVS, and Tablets.
 - b) Provide ITS, VVS and Tablet maintenance including, but not limited to, repairing and replacing telephone sets, video visitation stations, Tablets and equipment on a monthly basis, and proactively provide preventative maintenance by reviewing the functionality of the ITS, VVS, and Tablets by performing a walkthrough of the Facilities.
 - c) Provide a weekly report of all requests, service tickets and issues resolved related to the ITS, VVS, and Tablets; this should include a list of any requests, service tickets and issues which may be unresolved and are pending resolution.

Q. Jail Management System.

1. Contractor shall provide County with the JMS, which shall include, at a minimum, the following application modules:
 - a) Inmate Information
 - b) Incident Reports
 - c) Property Tracking
 - d) Emergency Contact/Next of Kin
 - e) AKA/Maiden Names
 - f) Gang Affiliations
 - g) Bail Information
 - h) Event /Status
 - i) Security Threat Information
 - j) Keep Separate From
 - k) Special Sentence Programs

- l) Inmate Discharge
- m) Detainer Information
- n) Auxiliary Menu
- o) Bail Registry Inquiry
- p) Classification Menu
- q) Intake Risk Assessment
- r) Background Information
- s) Charge Information
- t) Victim Information
- u) Custody Status
- v) Cell Assignment
- w) County Sentenced
- x) Additional Status/State Prison/AB109
- y) Visitor Tracking and Information
- z) Officer/Staff Messaging
- aa) Notes - Hidden and Private
- bb) Inmate Fund Management

2. If County elects in writing, Contractor shall implement the following optional JMS modules:

- a) Social Services Reports (for external scanned documents that are attached to inmate records)
- b) PREA Investigation/Information (for external scanned documents that are attached to inmate records)
- c) Inmate Grievance (subject to installation by commissary provider of Contractor application on commissary provider kiosks)
- d) Inmate Billing Information, including co-pays
- e) Medical Services/Medication Tracking

3. General Requirements

- a) Contractor will provide JMS modules that include user-friendly, customizable fields allowing County to enter, track and query additional information relative to the inmate as deemed pertinent by County, including a comprehensive note section for court-related information.
- b) Contractor shall provide County with JMS workstations, working real-time with the JMS as identified in **Exhibit I, Facility Specifications** and 1 JMS workstation for County's Technical Services Department located at 30 Glacier Dr., Martinez, CA 94553. The JMS workstations shall include CD/DVD burner, 2 flat screen monitors, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer/scanner and a licensed copy of Microsoft Office (or equivalent).
- c) Contractor shall provide, at no cost to County, unlimited licenses, if applicable, to Contractor's provided JMS, allowing County unlimited access or remote users to the JMS; provided, however, all use of the JMS shall be subject to the terms of the JMS EULA and the PictureLink and Corretrack software and all other intellectual property supplied by Dynamic Imaging Systems, Inc. is subject to the Dynamic EULA.

- d) Contractor shall provide one dedicated full-time, onsite JMS analyst manager (“System Analyst”) during the Initial Term of the Contract, and any Renewal Terms. The System Analyst will be onsite for a minimum of 40 hours per week and will support the JMS at all County Facilities.
 - i. The County requires prior approval for any personnel filling the position of the dedicated full-time, onsite JMS System Analyst. The JMS System Analyst must pass all background checks and training seminars as required by the County.
 - ii. For the life of this Contract, if at any time the position for the dedicated full-time, JMS System Analyst becomes vacated, Contractor shall immediately provide an interim JMS System Analyst, subject to County’s background check process, and fill this position on a full time basis within 90 days.

- e) Contractor shall cause the JMS to allow multiple module windows to remain open simultaneously, allowing the user to access information concurrently without being required to close out a single window to access another window or module. Contractor shall cause the JMS to have the functionality set forth in this Section Q(3),
 - i. The JMS shall be viewed on all monitors utilized by the County staff. Should the County staff have a computer with multiple monitors, the JMS shall display on all monitors and not be limited to only the primary monitor.
 - ii. The JMS shall accept common keyboard commands allowing County staff to easily input information and navigate between multiple fields within each given screen (i.e. use of “the Tab”, “Backspace”, and “Enter” keys).
 - iii. The JMS’ Graphical User Interface (GUI) shall allow for both keyboard and point-and-click software navigation.

- f) The JMS shall auto-populate certain fields across multiple modules, regardless of the originating module for the data entry (i.e. bail amounts shall populate throughout all modules where bail amounts are recorded regardless of the module where bail amount was initially added).

- g) The JMS shall include consistent, frequent drop-down fields containing menu options and shall be designed in a well-organized fashion with easy to read screen formats.

- h) Each JMS module shall include a system-wide search feature allowing the user to access records by any of the following items including, without limitation: last name, first name, moniker, special markings, date of birth, inmate identification number, gang affiliation, known associates and co-defendants. The system-wide search features shall include any custom fields requested by County.

- i) The JMS shall record inmate relations such as enemies, necessary separations, etc. and ensure that such inmates will not be housed in the same housing unit or scheduled to the same area.

- j) The JMS shall provide an alert feature which, at a minimum, shall be displayed on all windows associated with the inmate profile. Such alerts shall identify activities including, but not limited to, movement, cell/bed assignment, account information, visitations, etc.

- i. The JMS shall alert personnel to inmates that must be prevented from being housed, moved or transported together as well as potential visitors that should be separated.
 - ii. Alerts shall be open-ended or of a finite duration.
- k) The JMS shall allow configurable user access roles and shall be capable of accommodating multiple users with the same type of access.
 - i. The JMS shall be capable of specifying password parameters, configurable password expiration timeframes and prohibiting reuse of previous passwords. All passwords shall be encrypted.
 - ii. The JMS shall include various levels of security to limit access to specific data, users, modules, and/or specific tasks.
 - iii. The JMS shall allow the system administrator to set user accounts and passwords, to define roles and access rights, and to tailor other system-level features.
 - iv. All County Facilities shall be accessible on any JMS system, regardless of location, should the user have assigned access to the facility, provided the County network connects all County facilities.
 - v. The JMS shall default to the facility in which the log-on is initiated, or, at a minimum, the JMS shall default to the facility in which the user has been primarily assigned.
 - vi. The JMS shall provide full audit trails of all changes to inmate records and user records, including the date and time of the change, the user who made the change, and the exact information that was changed.
 - vii. The JMS shall track all access to inmate records to allow County to identify users who accessed the records and the specific location or workstation including standard reports to allow review of user actions pertaining to a specific inmate for a specified period, or review of all user actions for a specified period.
- l) The JMS shall capture signatures to be used in various modules of the JMS such as committal sheets, property sheets, etc.
- m) The JMS shall allow users to immediately shut down the JMS system in the event an emergency arises such as fights, lockdowns, etc.
- n) The JMS shall generate, print and export a real-time roster of all inmates at the Facility, housing unit, pod and cell levels.
- o) Each inmate's complete inmate profile, including the entire history, shall be accessible from the Facility where the inmate is located, in the event the inmate is transferred from one Facility to another.

- p) The JMS shall allow County to create customized forms.
- q) The JMS shall store scanned documents and attach multiple documents to inmate records. All JMS records shall export and print all attachments along with the inmate record.
- r) The JMS shall produce all printed documents and other items required for the efficient operation of the Facility, such as bonds, cash receipts, property receipts, incident reports, checks, and inmate ID cards, visitor ID badges, inmate wristbands, inmate mug shots and lineups, etc.
- s) The JMS shall export all available reports in Word, Excel, CSV and PDF format.
- t) The JMS shall provide real-time booking.
- u) The JMS shall provide remote access and booking from local and state police stations and booking forms shall auto-populate upon possession of the inmate by County.
- v) Intake Processing
 - i. The JMS shall generate inmate ID's in a format as specified by the County. The JMS shall also incorporate all current inmate ID's into the JMS at the time of a transition. The JMS shall accept unlimited alias/moniker names, social security numbers and an age range when a date of birth is not available.
 - ii. The JMS shall store inventory and provide receipts for all property/money confiscated from an inmate.
 - iii. The JMS shall log inmate personal property utilizing drop-down categories for property items as well accepting custom categories and manual entry text.
 - iv. The JMS shall create and print multiple barcode labels to be affixed to inmate property storage bags and storage bins.
 - v. The JMS shall release one or more inmate property items and maintain the remaining items as inventory.
 - vi. The JMS shall create a user log record of every involved officer, including date/time stamp, who checked in and released property. Access to the information must be security controlled permitting access by authorized personnel only.
 - vii. The JMS shall import, capture, itemize, and store multiple photographs of any scars, marks, tattoos, mugshots, etc. and attach the images to the inmate records.
 - viii. Upon completion of initial entry of newly booked inmates, the JMS shall include an option for the user to print a hard copy of the booking record which contains the current photo image of the inmate. Depending on the user access level, the JMS shall print an

inmate booking record at any time from any module. Additionally, the JMS shall print portions of the booking record, such as a summary of vital information.

- ix. The JMS shall provide a list of all arrestees admitted who have not yet completed the booking process.

w) Inmate Release

- i. The JMS shall perform an outstanding warrant inquiry on each inmate, subject to the availability of the necessary interfaces.
- ii. The JMS shall have the capability to designate certain items as mandatory pre-release items including the verification of all outstanding warrants. With the mandatory pre-release items, the JMS shall provide the capability to manually clear and/or release the flags identified on inmate accounts during the release process.
- iii. The JMS shall provide an alert to the releasing staff if there are active holds or detainers on an inmate.
- iv. The JMS shall record the return of inmate personal property previously recorded in the JMS.
- v. The JMS shall allow the user to automatically return monies in an inmate's trust account at the time of release in the form of an inmate debit release card.
- vi. The JMS shall allow for temporary releases for weekend-sentenced emergency leave, work release, and temporary loan inmates to other agencies.
- vii. The JMS shall track inmates that have been released, transferred or housed at other County Facilities.
- viii. The JMS shall manage inmates that are under the supervision of the County's Custody Alternative Facility. These alternative programs for incarceration include monitored reentry inmates, house arrest (including electronic home monitoring,) checked out to hospital, etc.
- ix. The JMS shall cancel all future events on an inmate's calendar upon the inmate's release from County.
- x. The JMS shall merge multiple inmate records into one master record when aliases or other inconsistencies in records are identified.
- xi. The JMS shall calculate sentences that are concurrent and/or consecutive, combining multiple sentences, chaining of sentences from multiple charges, and calculating early out dates and/or half-time sentencing.

- xii. The JMS shall amend inmate sentences for jail credits, appeal, revocation of parole, court orders, etc. as well as adjust bail bonds.
 - xiii. The JMS shall generate, export and print a daily list of inmates scheduled for court and trial appearances.
 - xiv. The JMS shall to record continuances and rescheduled hearings per court orders and JMS shall have a module for tracking disciplinary hearings and all such related disciplinary matters, including the ability to attach recorded media files (mp3, wav, etc.) of disciplinary hearings.
 - xv. The JMS shall allow for entries of detainers, warning, and victim notifications on inmate records.
 - xvi. The JMS shall capture substance abuse screenings, breath test results, and other test results, as well as the capability to provide notification that DNA samples have been collected as required during the booking process.
 - xvii. The JMS shall record all inmate transports including the name of the transporting officer and agency, date and time of transport, reason for transport, whether or not an inmate is to be returning to the Facility and if so, the date and time inmate returned.
 - xviii. The JMS shall record property/money releases from an inmate's confiscated property and account, respectively, to members of the general public, investigators, or other authorized personnel, relay the request for such release to the housing unit module at the inmate's housing area, and record the date and time, to whom the property is released, and the staff member obtaining the inmate's approval for the release.
 - xix. The JMS shall provide Detention Health Services with a list of eligible release dates for specific inmates to assist with discharge planning for chronic care inmates being returned to the community who may require follow up medical mental health care.
- x) Medical Services
- i. The JMS shall automatically provide inmate booking information to County's Health Services Electronic Medical Records system ("EMR"). Required data shall include, at a minimum, but not be limited to booking number, AFIS number, social security number, first name, last name, date of birth, and inmate location, including cell, bed, and Facility. Contractor shall coordinate interface requirements with the Health Services IT department.
 - ii. The JMS shall be capable of real time data transfer of inmate/patient's demographics to and from Contra Costa County Health Services medical and mental health staff. Required data shall include, but not be limited to, booking number, AFIS number, SSN, first name, last name, DOB, inmate location, including cell, bed, and Facility.

- iii. The JMS shall allow Contra Costa County Health Services medical and mental health staff to schedule medical appointments as necessary.
- iv. The JMS shall store any dietary restrictions or requirements for an inmate.
- v. The JMS shall record and display precaution warnings of all contagious diseases or other conditions such as suicide risk, mental illness, medical condition, etc.
- vi. The JMS shall interface with an Accounting Module or other Healthcare service to be able to record medical co-pays.

y) Identification Systems

- i. The JMS shall assign a permanent, unique, identification number to each inmate with no previous record of information in the JMS, assign the same identification number to the current record for all previous records of each inmate, allow for multiple identification numbers on the same inmate to be merged under the original identification number, once identified.
- ii. The JMS shall issue a barcode with inmate information and keyboard interface to inmate records through a unique tracking number encoded on each inmate's wristband.
- iii. Wristband barcodes shall include inmate information made accessible via mobile barcode readers and may be scanned for daily inmate counts.
- iv. Inmate wristbands shall include first name, last name, date of birth, booking identification number, and a corresponding bar code containing this information when scanned.
- v. The JMS solution shall print replacement wristbands and/or inserts. At County's discretion, the JMS shall apply a fee specified by County to be deducted from the inmate's trust account due to inmate abuse of wristbands. All deductions shall be integrated through the inmate accounting module.
- vi. The JMS shall interface with the Detention Health Services EMR, Legal Research Associates, ITS, commissary, and any other systems required by COUNTY to receive certain inmate related information. In the event County requires additional interfaces with an import or a two-way data component which shall require development from Contractor that exceeds 10 man hours, or which shall cause Contractor to incur a charge from the third party supplying the system the County seeks to have interface with the JMS, County and Contractor will mutually negotiate an amendment to the Contract to document the scope and associated charges (if applicable).

z) Inmate Management

- i. The JMS shall include a mobile component such as a tablet to allow County staff to complete bed checks, security inspections and other efficiencies in operating the Facilities via radio frequency ID or Quick Response Code technology for tracking and accountability.
- ii. Contractor shall provide handheld barcode readers that have the capability to track the location and movement of all inmates as well as the ability to access inmate profiles. The JMS shall also be able to print the wristbands during the booking process using the data and images entered into the booking system.
- iii. The JMS shall maintain a history of all counts conducted by the County staff on a semi-daily, daily, weekly and monthly basis and any other frequency deemed necessary by County, promptly after the feature becomes available in JMS.
- iv. The JMS shall allow staff to enter case notes specific to an individual inmate and allow notes to be reviewed and queried in an efficient manner. Notes shall be date/time stamped and must be sorted in chronological order.
- v. The JMS shall keep an inmate calendar and allow the user to record Facility-defined calendar events for selected inmates. The calendar shall support single and recurring events and shall notify users of scheduling conflicts but allow the user to override such conflicts if applicable.
- vi. The JMS shall sort calendar events in ascending and descending order for each field within the calendar. Calendar events shall be exported and printed by week, day, time, activity or inmate. Inmate names shall be in alphabetical order by last name within each calendar event.
- vii. The JMS shall record and track the movement of each inmate from his/her housing unit to each scheduled and unscheduled event outside the housing unit. The JMS shall complete this function manually and through an automated scan of the barcode number corresponding to the event and associating the barcode with the wristband barcode of each inmate attending the event.
- viii. The JMS shall record the inmate's location in the facility (cell, library, recreation yard, medical, etc.) or record the inmate location when outside of the facility (court appearance, doctor's appointment, etc.).
- ix. The JMS shall capture and manage in-house programs (GED, AA, etc.) by tracking courses, inmates registered for courses, inmate attendance, inmate completion of courses, etc.
- x. The JMS shall deduct property damage fees from an inmate's trust account for committing a prohibited act and documenting such activity in the accounting module.

- xi. The JMS shall record inmate grievances received by inmate name, type of complaint, date received, and assign a grievance tracking number.

aa) Inmate Accounting

- i. The JMS shall record inmate account transactions (with automatic date and time stamp), including debits, deposits, credits, refunds, bails, co-payments, and account closures.
- ii. The JMS shall print receipts for cash applied to the trust account, and authorization for cash withdrawals.
- iii. The JMS shall restrict commissary orders/purchases and allow for the manual override of the restriction such as deny commissary orders for inmates who have lost commissary privileges.
- iv. The JMS shall include a primary summary page which displays all deposits and refunds as well as the current inmate status (active, inactive, etc.).
- v. The JMS shall not close out an inmate trust account until all warrants have been verified as closed.

bb) Inmate Visitation

- i. The JMS shall include an identification card scanner to gather positive identification information for visitors such as driver's license and passports.
- ii. The JMS shall create and print temporary ID badges for all visitors checked into County. Visitor badge fields shall be configurable.
- iii. The JMS shall restrict visitors from visiting a single inmate, multiple or all inmates.
- iv. The JMS shall create a custom visitation schedule. The JMS shall set a specified limit of visitors per inmate per day and allowing adjustments to inmate visiting hours. The JMS shall have the capability to choose a visiting time via a drop down menu.
- v. The JMS shall have the capability to track and retain all visitor information noting date and times of all visits, inmate visited, visitor identification and address information, location and departure time. The JMS shall include an alert identifying if the visitor has been flagged for any reason. The JMS shall provide means for maintaining a list of approved professional visitors, civilian staff, program personnel and volunteers, to include their clearance level and entry status.
- vi. The JMS shall provide required fields where an answer must be provided before the user can exit the screen or issue a visitor badge/sticker. Required fields shall be specified by County.

- vii. The JMS shall not allow a visit to be scheduled if all designated fields have not been completed.
 - viii. Visiting schedules shall be configurable by Facility, housing unit, inmate, day of the week and time of day.
 - ix. The JMS shall designate how many visitors are allowed per inmate, per week, per month, etc.
 - x. The JMS shall track all visits made to an inmate, including visitor, date/time, visit limitations, and any incidents and resulting actions from the visit including visitor placed on a restricted list based on behavior.
 - xi. The JMS shall provide the capability to revoke individual visitation rights. Revocation of visitation rights shall be configurable by days and hours.
 - xii. The JMS shall determine if there is a visit restriction such as a non-contact visit sanction, a sanction barring all visitors or a particular visitor and display results immediately at visitor log-in site.
 - xiii. The JMS shall provide ability to automatically approve or deny a visit and allow for manual override of the decision.
 - xiv. The JMS shall provide the ability to document, monitor and approve various security status activities and processes related to controlled segregations, observation, temporary lock-up, administrative confinement, etc. which may affect visitation.
 - xv. The JMS shall provide the capability to run customized reports by querying the system for certain visiting criteria. (i.e. visits by housing unit, inmate, time of day, etc.) Reports shall also be searchable by 'social' or 'professional' visits as designated by County in the visitor module.
 - xvi. The JMS shall provide the capability to designate customized visitation times for professional visits such as attorney, clergy, welfare services, etc.
 - xvii. The JMS shall provide the capability to prevent visits if the allowed time is already scheduled with the maximum number of visits.
- cc) Classification
- i. All current classification records and historical notes must be included in the data conversion to the provided JMS and kept in chronological order.

- ii. The JMS shall allow County to classify inmates based on unique classification questions to determine special conditions for custody level or housing assignment. Classification questions must allow for customizable fields in which a scoring system can be applied.
- iii. The JMS shall allow County to enter notes on the initial classification and all subsequent classification reviews.
- iv. The JMS shall allow County to efficiently enter case notes with a date/time stamp specific to an individual inmate accompanied by an efficient manner to review and query the notes.
- v. The JMS shall allow County to set reminders to schedule periodic reclassifications of inmates as well as record a classification appeal filed by an inmate.
- vi. The JMS shall allow County to create a customizable, drop-down gang relation menu as well as provide the ability to associate an inmate to a particular gang or as local sets of the gang.
- vii. The JMS shall allow County to import pictures of any identifying marks as well as exporting the information to an external database if necessary.
- viii. The JMS shall allow County to track and manage inmates that are under the supervision of County, such as Custody Alternative System (“CAS”) inmates and AB109 inmates in which inmates are electronically monitored outside of a correctional facility, including house arrest, checked out to hospital, etc.
- ix. JMS shall allow County to record past security classifications and data from previous bookings such as incidents, threats, violence, charge history, etc.
- x. The JMS shall allow County to generate and export a list of inmates who still require an initial classification or require reclassification.

dd) Inmate Commissary

- i. The JMS shall provide real-time, point-of-sale deduction of all fees and costs associated with completing an inmate’s request for goods and services from the inmate’s trust account.
- ii. The JMS shall not allow or decline commissary purchases by an inmate whose trust account shows a zero or negative balance and who does not qualify for indigent status.
- iii. The JMS solution shall allow County to freeze an inmate’s trust account for a given period of time.

ee) Interfaces

- i. The JMS shall be capable of interfacing with the following platforms County currently utilizes at no cost to County.
 - (a) AFIS – Automated Fingerprint Identification System
 - (b) Live Scan Fingerprinting
 - (c) VINES – Victim Information and Notification Everyday Systems
 - (d) ARIES – Automated Regional Information Exchange System
 - (e) Fast ID – a DNA extraction system
 - (f) ITS
 - (g) VVS
 - (h) AIS – Automated Information System
 - (i) Epic based EMR via ccLink
 - (j) California Law Enforcement Telecommunications System (“CLETS”)
 - (k) Commissary
- ii. The JMS shall allow the user to download inmate information into the corresponding fields of the AFIS.
- vii. The JMS shall allow County to interface with additional platforms. In the event County requires additional interfaces with an import or two-way data component which shall require development from Contractor that exceeds 10 man hours, or which shall cause Contractor to incur a charge from the third party supplying the system the County seeks to have interface with the JMS, County and Contractor will mutually negotiate an amendment to the Contract to document the scope and associated charges (if applicable).
- iii. The JMS shall transfer information in real time to the EMR system as well as receive information back from the EMR system in real time.
- iv. The JMS shall perform warrants checks, criminal histories, vehicle tags, vehicle information, etc. via CLETS.
- v. The JMS inmate accounting module shall allow the user to record and track deposits to inmate accounts as well as confiscated money from an inmate, such that money deposited is recorded but not yet posted, to the inmate’s trust account, or can be posted in a real time manner. Money shall not be posted to an inmate’s trust account until it is verified.
- vi. The JMS shall complete on-line, real-time record creation, modification, reporting, and retention.
- vii. The JMS shall implement barcode readers to monitor the movements of the inmates and County personnel. The bar code readers shall interface with the JMS to produce a log of inmate and personnel movements. These movements shall also be allowed to be manually entered by keyboard.

- viii. Inmate barcodes shall also be generated for inmate personal property storage and shall correspond to inmate wristband barcode. Should an inmate's wristband barcode need to be replaced with a new barcode, the property barcode shall still be linked to inmate's personal property.
4. Contractor shall pay all costs associated with the JMS including, but not limited to, data conversion, ongoing maintenance, support, license fees, training and upgrades during the Contract term, subject to the terms of the Contract.
5. Test Period
 - a) Beginning on the date of Contractor's written notice to County that the JMS is available for use in a production setting, County will have a sixty (60) day test period (the "Test Period") to test the JMS for material conformance with the requirements of this Contract. If during the Test Period, County reasonably determines the JMS does not so conform, County shall provide Contractor with written documentation describing the nature and extent of such non-conformance. Contractor will thereupon correct such non-conformance after Contractor's receipt of such notice within 15 days; upon notice of the correction to County, a new Test Period shall begin, and the same process will be followed, provided, however, the Test Period shall be reduced to thirty (30) days. The JMS shall be deemed accepted upon receipt of County's written notice of acceptance to County or if County does not notify Contractor of a material nonconformance within ten (10) days after the expiration of any Test Period, whichever occurs first.
6. Conversion of Data
 - a) Data conversion involves translating data from the County's current jail management systems to Contractor's provided JMS upon installation. County is responsible for providing the data in its current jail management system to Contractor in a format that will allow it to be imported into the JMS.
 - b) County shall assign someone that is familiar with the existing jail management system database and the data format of the inmate information so that the assigned person can provide assistance in data mapping and the exportation of the offender data. County shall back up the existing electronic jail management system data prior to the conversion. County will cooperate with Contractor so that Contractor may obtain, test, convert, and install the inmate information. Contractor shall thoroughly test the converted data for accuracy before installation.
 - c) County shall review the data converted from its existing jail management system into the JMS for accuracy and to bring any conversion errors promptly to the attention of Contractor. Contractor shall, to the extent reasonably possible, rectify such errors within ten (10) days of receipt of notice from County.

- d) County is solely responsible for inputting data into the JMS once the JMS is being used in a production setting, and backing up its data, after completion of any conversion. The Contractor will have no responsibility or liability for any lost data, whether prior to, during, or after completion of any conversion services. County will also be solely responsible for securing access to data contained in the JMS and for ensuring that its use of the JMS complies with all applicable laws.
- e) Contractor acknowledges, understands and agrees that notwithstanding the storage of County data on Contractor equipment, it has no right, title or interest in the data, and all the data stored in the JMS is the property of County.

7. Training and Support

- a) Contractor shall provide County nine (9) days of on-site training on the JMS; 3 days per each Facility. Additional training will be provided to new County personnel, on no less than an annual basis, at no cost to County. Contractor will provide on-site technical support for at least seven (7) Business Days (as defined in the Contract) beginning on the date the JMS is fully installed and used in a production setting by the County. The provided on-site technical support will be a resource in addition to the dedicated System Analyst and the on-site technical support shall be available 24 hours a day for any JMS issues that may arise and in accordance with **Exhibit IV. Service Escalation Matrix**. Each day of training shall accommodate the following 3 primary shifts:

- i. 6:00 am – 3:30 pm
- ii. 12:00 pm – 9:30 pm
- iii. 9:00 pm – 6:30 am

- b) The shift schedules may change at the discretion of County.

R. Video Visitation System.

1. Video Visitation Services

- a) Contractor shall install video visitation stations at County's Facilities, which shall include inmate/general population visitations stations, public visitation stations, and attorney visitation stations. Contractor shall install the number of stations indicated in **Exhibit II, Facility Specifications.**
- b) Contractor's VVS shall provide both onsite video visitation sessions and remote video visitation sessions to the general public. All visits will be in accordance with the rules and regulations set forth by County.
- c) The VVS shall consist of hardware and software designed to enable County to initiate, control, record, retrieve and monitor video visitation sessions.
- d) The VVS shall provide all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.

- e) The VVS must allow the general public to access the VVS via a web based software application to register, schedule, make payment for, conduct or cancel remote video visitation.
- f) Contractor shall provide internet test capability to incoming remote video visitors.
- g) The VVS must provide high-quality, stereo audio and broadcast-quality (which, for the avoidance of doubt, is not high definition) video while meeting the industry quality standards.
- h) Contractor shall reimburse County for all actual data, power, and labor costs incurred to complete the data and power requirements for the proposed video visitation infrastructure. The data, power, and labor requirements have been estimated by County and are provided below. Contractor shall not consider the estimates by County as a bid or firm price as actual project cost will be determined by the market at the time of construction, site conditions, and any changes in scope that may be required. Estimated data, power, and labor requirement costs are as follows:
 - i. West County – \$62,730.00
 - ii. Martinez – \$89,562.00
 - iii. Marsh Creek – \$8,817.00

2. Registration for the VVS

- a) VVS shall have a registration and public scheduling module specifically designed for use at the visitor's touchscreen lobby kiosks. Kiosks shall have an ID card reader capable of reading magnetic-stripe or 3-D barcode for any state-issued ID. The ID data shall populate the VVS applicate with the date, date of birth, address and ID number of the visitor.
- b) The VVS lobby kiosks shall allow County to capture information from state issued IDs and/or driver's licenses via a card swipe mechanism and store the information within the application for authenticating visitors during visits. The VVS user application shall be capable of capturing the visitor's ID for remote video visits.
- c) Contractor's VVS shall require verification of the visitor's identity to begin the registration process and to schedule a visit.
- d) VVS shall allow County to set the age requirements for visitors during the registration and scheduling process
- e) The VVS shall, at a minimum, require the following information for visitor registration:

- i. First Name;
- ii. Middle Name;
- iii. Last Name;
- iv. Password;
- v. Date of Birth;
- vi. Address 1;
- vii. Address 2;
- viii. City;
- ix. State/Province;
- x. ZIP/Postal Code;
- xi. Country;
- xii. Email; and
- xiii. Phone Number.

f) The VVS shall require the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration and scheduling process. All terms and conditions for the County's visitation policies shall be mutually agreed upon in writing. Once approved by County, terms and conditions cannot be modified without express written consent from County.

3. Scheduling for Video Visitation Services

- a) VVS shall have a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
- b) The VVS shall manage visitor lists for the Facility, selected housing units, and/or selected inmates.
- c) The VVS shall allow County to schedule visits for a particular inmate, station, and date and time.
- d) The VVS shall allow County to schedule a "no visitations" event with customizable durations for an inmate, station, station group, and/or housing unit.
- e) Contractor's VVS shall allow County to create the following restrictions with customizable durations:
 - i. Restrict a visitor from visiting certain inmate(s);
 - ii. Restrict an inmate from visiting a minor;
 - iii. Restrict an inmate from visiting ALL visitors;
 - iv. Restrict a visitor from visiting ALL inmates;
 - v. Restrict an inmate from having remote video visits (onsite video visits only);
 - vi. Restrict an inmate from visiting at the same time as another inmate; and
 - vii. Restrict a visitor from visitation at the same time as another visitor.
- f) The VVS shall allow County to designate a visitor as being an attorney (or other professional) type of visitor.

- g) The VVS shall accommodate public and attorney (or other professional) scheduling in Spanish.
 - h) Contractor shall allow County's staff to schedule visits on behalf of visitors, either for on-site or remote video visits.
 - i) The VVS shall be configurable to allow different scheduling rules for County staff scheduling visits versus public scheduling remote video visits.
 - j) The VVS shall allow County staff to create an unscheduled visit/station connection where the inmate's and visitor's information are not required.
 - k) The VVS shall require visitor logins using either their unique visitor ID or their email address and password.
 - l) Contractor shall provide a VVS public scheduling module specifically designed for touchscreen lobby kiosks.
 - m) The VVS shall have an inmate scheduling capability for inmates to schedule visits and review visit schedules from the inmate VVS stations.
 - n) At no cost to County, the VVS shall interface with County's JMS to facilitate the VVS' tracking of inmate housing unit assignments, movement and releases.
 - o) The VVS shall be configurable to allow County to automatically cancel all visits associated with an inmate if the inmate gets released.
 - p) The VVS scheduling feature shall be capable of managing and prevent scheduling conflicts for visitation sessions.
 - q) The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit.
 - r) The VVS shall be capable of sending the general public a voice-mail notification confirming canceled visit.
4. Reporting and Tracking for the VVS
- a) The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

- i. Inmate ID number;
- ii. Inmate name;
- iii. Visitor name;
- iv. Date and time of visit;
- v. Inmate video visitation station; and
- vi. Daily, weekly and monthly visit statistics.

- b) The VVS shall be capable of providing individual profile pages for each inmate and visitor that will allow the County to:
 - i. Review and edit visitor/inmate general information;
 - ii. Review visitation history;
 - iii. View and download visitation detail records and recordings;
 - iv. Review warrant check results;
 - v. Create, edit, and remove restrictions;
 - vi. Create, edit, and remove events; and
 - vii. Create, edit, and remove approved visitors/inmates.
- c) The VVS shall be able to display upcoming visit information on one or multiple monitors and/or stations that automatically refresh. The County shall be able to configure the information to be displayed.
- d) The VVS shall allow County to display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.
- e) The VVS shall allow County to hide assigned visitor station(s) number until the visitor has checked in.

5. VVS Monitoring, Recording and Data Requirements

- a) The VVS shall automatically start each video visit at the designated start time.
- b) The VVS shall provide real time video check-in with audio and video to determine visitor authenticity for all remote video visits.
- c) The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota.
- d) The VVS shall allow County to check in remote video visitors via a video chat between County and the visitor.
- e) The VVS shall automatically attempt to reconnect stations if connectivity is lost.
- f) The VVS shall allow County to limit the number of simultaneous remote video visits.

- g) VVS shall allow County to do the following:
 - i. Stop, pause and restart any running visit;
 - ii. Allow County to enter comments or add notes to a visitor profile;
 - iii. Allow for station reassignment during any running visit;
 - iv. Allow for visitation time extension during any running visit; and
 - v. Allow County to customize the number of visits per screen and the page rotation duration.
 - h) The VVS shall display an onscreen countdown clock timer on the inmate and visitor stations.
 - i) The VVS shall display “picture-in-picture” on the inmate and visitor stations.
 - j) The VVS shall allow County to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor.
 - k) The VVS system’s control mechanisms shall ensure attorney or other professional-type visits will not be recorded or monitored.
 - l) Authorized VVS users shall be able to mandate specific visits, visitors and/or inmates to be recorded.
 - m) The VVS shall store all video visitation sessions online for a minimum of 90 days.
 - n) The VVS shall allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
 - o) The VVS shall include an audit trail and the capability to track users who has viewed and/or downloaded the recording files(s).
6. VVS Interface and Storage
- a) The VVS will need to interface with County’s JMS/ITS, at no cost to County. County will notify Contractor when the awarded Contractor must begin working with County’s JMS provider for VVS. County will not be responsible for paying any amount(s) associated with the required interface(s).
 - b) The VVS shall allow County to capture, store and query information regarding the visitor/general public to include, at a minimum:

- i. Identification number;
- ii. Name;
- iii. Date of birth;
- iv. Social security number;
- v. Gender;
- vi. Ethnicity;
- vii. Driver's license number;
- viii. Inmate visited;
- ix. Relationship to inmate;
- x. Date of last visit;
- xi. Home address (physical address);
- xii. Telephone number.

- c) The VVS must be able to shut down the VVS quickly and selectively allowing the County to shut down the VVS via a control workstation. Shutting down one or more stations shall not affect all VVS stations.
- d) The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
- e) The VVS shall include an alert system that will detect visits made by a particular inmate or visitor.
- f) The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.
- g) The VVS must allow for authorized personnel or staff to interrupt an onsite video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- h) The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall play back a recorded session.
- i) The VVS must allow each facility to establish an approved visitor list by inmate.
- j) The VVS must be capable of showing real time activity on 1 control workstation to be provided by Contractor at no cost to County. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall allow administrative functions in connection with the VVS, including, but not limited to:

- i. Set user ID;
- ii. Set/reset password;
- iii. Set classification roles and associated tasks;
- iv. Capture the user's first, middle and last name;
- v. Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
- vi. Allow for live monitoring of all visits simultaneously (excluding attorney visits) in rotating 8-visit groups;
- vii. Manually terminate sessions;
- viii. Report status of all video visitation stations (whether idle or offline);
- ix. Configure the type of video visitation station to which an inmate has access; and
- x. Designate a visitor as being an attorney (or other professional) type of visitor.

k) The VVS shall allow County to copy the recorded sessions to a DVD or other storage media in a tamper-proof manner.

l) Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on the control workstation.

S. Tablets.

1. Tablets shall interface with County's JMS, commissary, and ITS, at no cost to County. County will not be responsible for paying any amount(s) associated with the required interface(s).
2. Tablets shall be configured to only allow inmates access to the services and applications listed in **Exhibit II, Rates and Fees, Approved Tablet Applications and Fees**. Any additional applications shall be mutually agreed upon, in writing, by County and Contractor. Inmates shall be prohibited from having any access to any external applications and Tablets must communicate with preapproved applications and servers only.

3. If Contractor makes any additional or external application(s) available to inmates through the Tablets services without County's express written consent, County may impose liquidated damages, as identified in **Exhibit VII. Liquidated Damages, Unauthorized implementations**. If Contractor makes a payment of liquidated damages to County pursuant to this **Section S. Tablets**, such payment is only with respect to specific breaches of this **Section S. Tablets**, and shall not (i) in any way limit other remedies to which County may be entitled from Contractor for Contractor's breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract.
4. Tablets shall fully interface with the Contractor's provided JMS, allowing inmates to access inmate Tablet services utilizing their existing unique inmate PIN at no cost to County. The County reserves the right to change its JMS and commissary provider. In the event the County makes a change in the JMS and/or commissary provider, Contractor shall work with the new JMS and/or commissary provider to establish the necessary interface to ensure the continued functionality of the Tablets at no cost to County, provided, however, that the County will require its new vendor to supply to Contractor all information reasonably necessary for the interface at no cost to the Contractor.
5. Within 90 days of completion of the Tablet implementation, Contractor shall provide County with a web-based user application for the purpose of accessing Tablet data and information to allow County to administer, monitor, oversee and review transactions and activity associated with the applications and services offered. Tablet and data information available via the user application shall include, but not be limited to:
 - a) Debit Link accounts;
 - b) Debit Link transactions;
 - c) Usage; and,
 - d) Tablet reports.
6. County 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.
7. Tablets shall be provided to County pre-loaded with the applications listed in **Exhibit II, Rates and Fees, Approved Tablet Applications and Fees** and any additional applications that may be mutually agreed upon by the parties.

T. Additional Technology.

1. Intake/Booking Kiosks. Contractor shall provide 1 TouchPay intake/booking kiosk in the booking area at each of the Facilities, at no cost to County.
2. Investigative Features. Contractor shall provide the following investigative features at no cost to County:

- a) Data IQ – Investigative Data Analysis
- b) Called Party IQ – Inmate to Inmate Call Detection
- c) Location IQ – Location Based Services
- d) Phone IQ – Phone Type Identification
- e) Integrated Keyword Search
- f) Unlimited Reverse Number Lookup (BNA)

U. **General Maintenance.**

1. Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all telephones, JMS, VVS stations, Tablets and lobby or intake kiosks in good working order and in compliance with the equipment manufacturer's specifications, the documentation accompanying the system, and this Contract throughout the term of this Contract. No charge shall be made to County for maintenance of the ITS, JMS, Tablets and VVS; provided, however, that the County will provide reasonable assistance for Contractor to recoup costs from inmates for any acts of vandalism or willful misuse of Contractor provided equipment, which for each Tablet is \$249.00. All such County assistance shall be provided in accordance with current County processes.
2. Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.
3. Repairs or replacements shall be started by a qualified technician within 4 hours following notification of a service request, or an ITS, JMS, VVS, or Tablet failure or malfunctioning or non-functioning lobby or intake kiosks. Contractor must exhibit to County a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. County, and/or its Designated Agent, shall be notified of the technician's arrival onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. Contractor shall notify County any time a technician is dispatched to the Facilities.
4. Contractor's onsite response times, priority levels and escalation schedule for emergency outage/service issues are included in **Exhibit IV, Service Escalation Matrix.**
5. Contractor is responsible for resolving any reported repairs or replacements within 10 days following notification of a service request, or an ITS, JMS, VVS or Tablet failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may incur liquidated damages, as identified in **Exhibit VII, Liquidated Damages, Cure period.** Vendor shall not have liability nor incur any fine or penalty if the cause of the delay is beyond the Vendor's reasonable control.
6. Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS, VVS or Tablets. Contractor shall assume responsibility to repair any and all such damages; provided, however, that the County will provide reasonable assistance for Contractor to recoup costs from inmates for any acts of vandalism or willful misuse of Contractor provided equipment, which for each Tablet is \$249.00. All such County assistance shall be provided in accordance with current County processes. In addition, Contractor shall

ensure that all inmate telephones, VVS stations and Tablets are operable and maintained at an acceptable level.

7. All issues surrounding the ITS, JMS, VVS or Tablet services shall be reported by Contractor to County or its Designated Agent promptly.

V. **Public Pay Telephone.** Contractor shall furnish, install and maintain, at no cost to the County, the number of public pay telephones specified in **Exhibit I, Facility Specifications** for use by the general public at no cost to County. All reporting from the public coin pay telephone(s) due to County for the public pay telephone calls shall follow **Attachment B, Payments and Reporting, Section 1, ITS Payment and Reporting** of this Contract. The collect calling rates on the public pay telephones shall mirror the collect calling rates for the ITS. Contractor shall include all local, Intralata/Intrastate, Interlata/Interstate, Interlata/Interstate and International collect, credit card and coin revenue.

ATTACHMENT B: FEE COLLECTION, PAYMENTS AND REPORTING

1. Compensation to County.

- a. Within 10 days after execution of this Contract, Contractor shall pay County \$200,000 for the County Sheriff's Office use for expenses related to Facility technology and program expenses.
- b. Upon execution and during the Term of this Contract, Contractor shall pay County a Monthly Cost Reimbursement Amount of \$20,000 per month, which County shall deposit into its Inmate Welfare Fund (IWF). The Monthly Cost Reimbursement Amount shall be utilized by County to recoup some, but not all, of its administrative and operational costs associated with providing inmate communication services to the inmates at its Facilities.
- c. Contractor shall provide each monthly cost reimbursement payment to the County on or before the 25th day of each month. Cost reimbursement payments shall be sent via wire transfer.

2. ITS Payment and Reporting.

- a. For the purposes of reporting and payments by Contractor to County, Contractor shall not pay County any commission on Gross Revenue or any revenue generated by and through the ITS under this Contract. "Gross Revenue" includes all revenue in connection with phone calls and received by Contractor. By way of example and not limitation, Gross Revenue includes: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
- b. Contractor shall not reduce the reported Gross Revenue (as defined above) for any deductions associated with fees, unbillable calls, bad debt, taxes, fraudulent calls or any other Contractor expense.
- c. Any additional fees (not listed in this Contract) to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by County prior to implementation.
- d. Any additional fees and/or charges implemented without the County's express written consent may incur liquidated damages, as identified in **Unauthorized charges/fees of Exhibit VII. Liquidated Damages.**
- e. The Contractor shall refund each called party and/or inmate for any unapproved additional fees and/or charges from the date the charges/fees were implemented until the date the charges/fees were discontinued. Refund shall be made within 30 days after the charges/fees were discontinued.
- f. Notwithstanding the foregoing, Gross Revenue does not include the following items.
 - (1) Required regulatory charges and taxes that are intended to be paid by the called or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
 - (2) A "Free" call shall be defined as a call not generating any revenue for Contractor. Calls to telephone numbers that appear on the free call list supplied by the County (as more specifically described in this Agreement) or from the inmate telephones in booking designated by the County shall not generate revenue for Contractor. Only those numbers designated by County on the free call list (as more specifically described in this Agreement) or from calls placed from the intake/booking inmate telephones designated by County shall be marked as "Free" in the ITS and designated as such in the Call Detail

Records. Unauthorized free calls implemented by Contractor may be subject to liquidated damages, as identified in **Unauthorized free transactions of Exhibit VII. Liquidated Damages.**

- (3) Contractor shall provide free calling services for Immigration and Customs Enforcement (ICE) detainees housed at County's Facilities "Pro Bono Calls"). Pro Bono Calls will be provided at no cost to County and shall be completed as Free calls to consulate telephone numbers specified by County. Contractor shall accept County's direction for how Pro Bono Calls are configured via the ITS at County's Facilities.
 - (4) Complimentary calls are not commissioned and shall be limited to one 60-second call per unique telephone number. Complimentary calls shall be designated as "Courtesy" in the Call Detail Records.
- g.** A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. if the ITS considers a tone from an answering machine, voicemail etc. as acceptance). The call shall be deemed complete regardless if Contractor can bill or collect revenue on the call.
- h.** Contractor may, upon request from the County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written contract regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, the following shall apply:
- (1) Contractor is solely responsible for obtaining a resale certificate from the commissary provider;
 - (2) Contractor is responsible for obtaining all proper documentation from the commissary provider; and
 - (3) Contractor's contract with the commissary provider must address the requirements set forth in this section.
- i.** By the fifth day of the month following the month of call traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the County and/or its Designated Agent for the full amount of debit purchased or used (less any issued refunds) for the prior traffic month.
- j.** Contractor shall impose a monthly collect threshold of \$100.00 per unique telephone number. The monthly collect call threshold shall reset every 30 days. Any changes to the monthly collect call threshold must first be approved by County.
- k.** Contractor shall provide monthly traffic detail reports for ITS services to the County on or before the 25th day of the month following the traffic month. Traffic detail reports shall be sent electronically in an exploitable format (preferably Comma Separate Values) to County or its Designated Agent.
- l.** ITS traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls and for each inmate telephone at the Facilities:

- (1) Facility Name;
 - (2) Facility Identification Number/Site Identification Number;
 - (3) Facility Address (Street, City, State and Zip);
 - (4) Automatic Number Identifier;
 - (5) Inmate Telephone Station Port/Identifier;
 - (6) Inmate Telephone Location Name;
 - (7) Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (8) Intralata/Intrastate Call, Minutes, Gross Revenue (Per Inmate Telephone);
 - (9) Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (10) Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (11) Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - (12) International Calls, Minutes Gross Revenue (Per Inmate Telephone);
 - (13) Total Calls, Minutes, Revenue (Per Inmate Telephone); and
 - (14) Traffic Period and Dates.
- m.** Contractor shall provide daily raw Call Detail Records (CDRs) in an exploitable electronic format to County or its Designated Agent daily. CDRs shall reflect a 24-hour period from 12:00AM to 11:59 PM for each day. The CDRs shall be sent to the County or its Designated Agent no later than the day following the traffic day. Contractor shall also provide monthly billing files and miscellaneous charges/fees report to County no later than the 25th day of the month following the month of traffic.
- n.** The ITS billing files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The ITS billing files shall be accompanied by a complete file map and complete field legend. The ITS billing files shall include, without limitation, the following fields:
- (1) Record ID;
 - (2) From ANI;
 - (3) To ANI;
 - (4) Date (yymmdd);
 - (5) Connect Time (hhmmss);
 - (6) Billable Time (hhmmss);
 - (7) Multiple Rate Indicator;
 - (8) Originating City;
 - (9) Originating State;
 - (10) Bill City;
 - (11) Bill State;
 - (12) Rounded Bill Time Indicator;

- (13) Bill Number;
 - (14) LATA ID;
 - (15) Settlement Code;
 - (16) Message Type;
 - (17) Charge Amount;
 - (18) Additional Fees and Line Surcharges;
 - (19) Specialized Calling Indicator;
 - (20) Validation Indicator;
 - (21) Tax Exempt Indicator;
 - (22) Rate Period; and
 - (23) Rate Class.
- o. The ITS raw CDRs shall contain all calls (both attempted and completed) which originate from the Facilities 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. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- (1) Facility Name;
 - (2) Facility ID;
 - (3) From ANI;
 - (4) To ANI;
 - (5) Station ID;
 - (6) Phone Name or Location;
 - (7) Inmate ID;
 - (8) Personal Identification Number;
 - (9) Pre-Paid Card ID;
 - (10) Call Start (yymmdd; mmss);
 - (11) Call End (yymmdd; mmss);
 - (12) Seconds;
 - (13) Call Type (e.g. local, etc.);
 - (14) Bill Type (e.g. free, collect, etc.);
 - (15) Cost;
 - (16) Tax;
 - (17) Validation Result;
 - (18) Termination Reason;
 - (19) LIDB Status; and

- (20) Completion Indicator.
- p. The system CDRs shall be stored in a minimum of 3 separate locations to avoid any possibility of CDRs being lost.
- q. Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) calls, transactions and accounts from the Facilities, including but not limited to: pre-paid funding fee, monthly billing fee, validation fee, etc. regardless of whether the charges/fees were assessed directly by Contractor or a third party. Contractor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees from the Facilities:
- (1) Facility ID;
 - (2) Date;
 - (3) From ANI;
 - (4) To ANI;
 - (5) Billed ANI;
 - (6) Bill Type;
 - (7) Transaction Type
 - (8) Fee Type; and
 - (9) Fee Amount.
- r. Cost reimbursement payment discrepancies must be resolved by Contractor, and to County's reasonable satisfaction, within 30 days of receipt of discrepancy notification from County or its Designated Agent. If Contractor fails to resolve payment discrepancies to County's reasonable satisfaction, County may impose liquidated damages, as identified in **Reporting/payments of Exhibit VII. Liquidated Damages**, and/or the Contract may be terminated at the sole discretion of County. If Contractor makes a payment of liquidated damages to County pursuant to this **Section 2. ITS Payment and Reporting**, such payment is only with respect to specific breaches of this **Section 2. ITS Payment and Reporting**, and shall not (i) limit other remedies to which County may be entitled from Contractor for Contractor's breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract. County further retains the right to pursue any other legal remedies it deems necessary.
- s. Cost reimbursement payments, daily CDR reporting, and/or any required reporting received after the due date, as specified by this Contract, may incur liquidated damages, as identified in **Reporting/payments of Exhibit VII. Liquidated Damages**.
- t. Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of the Contract, which change (a) reduces the ITS rates or transaction fees permitted to be charged by the Contractor to inmates under the Contract; or (b) restricts the right of the County to recover Monthly Cost Reimbursement Amount, then, at either party's request, Contractor and the County will negotiate in good faith an amendment to the Contract reasonably acceptable to both parties. If Contractor and the County are unable to mutually agree on such a Contract amendment within 90 days of the effective date of the material change in rules or policies of the FCC, then either party may terminate the Contract at its sole discretion as regards ITS only, with all other services continuing according to the terms of the Contract.

3. **VVS Revenue Share, Payment and Reporting.**

- a. Contractor shall pay County a revenue share of 50% on all VVS Gross Revenue generated by and through the VVS. As used herein, the term "VVS Gross Revenue" means all amounts charged by Contractor to an End-User for completed/scheduled video visitation sessions. If there are fewer than 9,000 billable VVS session minutes in any month, Contractor shall not owe any amount to County for that month.
- b. Contractor shall, at no cost to County, provide video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.
- c. If the Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and an external party, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
- d. Any additional fees (fees not set forth in this Contract) to be charged to external parties for inmate video visitation sessions from the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
 - (1) Any changes to the amount(s) charged to an external party for inmate video visitation sessions with an inmate at the Facilities, whether charges are assessed by minute or by session, must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
 - (2) If Contractor charges an End-User a fee to schedule a video visitation session other than the Rates set forth on **Exhibit II (Rates and Fees)**, County may impose liquidated damages, as identified in **Unauthorized rate changes of Exhibit VII. Liquidated Damages.** If Contractor makes a payment of liquidated damages to County pursuant to this **Section 3. VVS Revenue Share, Payment and Reporting**, such payment is only with respect to specific breaches of this **Section 3. VVS Revenue Share, Payment and Reporting**, and shall not (i) limit other remedies to which County may be entitled from Contractor for Contractor's breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract.
 - (3) Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each external party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- e. A video visitation session is deemed complete, billable and considered part of Gross Revenue (as described above), when a session is scheduled and not cancelled as follows:
 - (1) All remote video visitation sessions except those types that are expressly designated by County as 'free' such as, but not limited to, court, medical or consulate sessions.
- f. Payments and reports for video visitation sessions are due to County on or before the 25th day of the month following the activity/session month. Contractor shall also provide monthly billing files and miscellaneous charges/fees report to County no later than the 25th day of the month following the month of traffic.
- g. Contractor shall provide monthly video visitation detail reports which shall include a detailed breakdown of the activity for all video visitation sessions, including but not limited to:

- (1) Facility Name;
 - (2) Facility Identification Number;
 - (3) VVS Station Identifier;
 - (4) VVS Station Location Name;
 - (5) Onsite Video Visitation Sessions, Minutes (Per VVS Station) (will be provided promptly after it becomes available);
 - (6) Free Video Visitation Sessions, Minutes (Per VVS Station) (will be provided promptly after it becomes available);
 - (7) Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station); and
 - (8) Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station).
- h.** Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) video visitation sessions, transactions and accounts from the Facilities. Contractor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees from the Facilities:
- (1) Facility ID;
 - (2) Date;
 - (3) Inmate Station;
 - (4) Visitor Station (if applicable);
 - (5) Transaction Type;
 - (6) Fee Type; and
 - (7) Fee Amount.
- i.** Contractor's VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
- j.** 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.
- k.** Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above may incur liquidated damages, as identified in **Reporting/payments of Exhibit VII. Liquidated Damages.**

4. Tablet Payment and Reporting.

- a.** Contractor shall not pay County any commission on Tablet Gross Revenue generated by and through the Tablets under this Contract. Tablet Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of Tablets pursuant to this Contract. Gross revenue includes, by way of example and not limitation, the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Contractor.
- b.** Contractor shall, at no cost to County, provide Tablets including the provision of necessary bandwidth, wiring, fee collection and accounting.

- c. Any fees not listed in this Contract to be charged to external parties or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation.
- d. Any changes to the amount(s) charged to the public or inmate for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation.
 - (1) If Contractor charges an End-User a fee for use of Tablets or Tablet applications other than the Rates set forth on **Exhibit II (Rates and Fees)**, County may impose liquidated damages, as identified in **Unauthorized charges/fees of Exhibit VII. Liquidated Damages**. If Contractor makes a payment of liquidated damages to County pursuant to this **Section 4. Tablet Payment and Reporting**, such payment is only with respect to specific breaches of this **Section 4. Tablet Payment and Reporting**, and shall not (i) limit other remedies to which County may be entitled from Contractor for Contractor's breach of this Contract, or (ii) relieve Contractor of any of its indemnification obligations under this Contract.
- e. 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) Inmate calling ITS calling capabilities (subject to call charges that apply to ITS calls);
 - (2) Electronic submission of inmate grievances;
 - (3) Electronic debit purchases via trust transfer (if applicable);
 - (4) Trust/commissary/debit account look-up (if applicable);
 - (5) Inmate handbook;
 - (6) PREA;
 - (7) Inmate notices/bulletins; and
- f. Reporting for Tablets are due to County on or before the 25th day of the month following the month of activity. Contractor shall also provide monthly billing files and miscellaneous charges/fees report to County no later than the 25th day of the month following the month of traffic.
- g. By the fifth day of the month following the month of Tablet traffic, Contractor shall submit a monthly Debit Link Account purchase or usage report to the County and/or its Designated Agent for the full amount of Debit Link Units purchased or used (less any issued refunds) for the prior traffic month.
- h. Contractor shall provide monthly Tablet detail reports which shall include a detailed breakdown of the activity for all Tablets, including (if applicable) but not limited to:
 - (1) Facility Name;
 - (2) Facility Identification Number/Site Identification Number;
 - (3) Facility Address, Street, City, State, and Zip;
 - (4) Tablet Identifier (where applicable);
 - (5) Minutes of Inmate Communication (calling) Usage
 - (6) Traffic Period and Dates.
- i. Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) tablet activity, transactions and accounts from the Facilities, including

but not limited to: pre-paid funding fee, monthly billing fee, validation fee, etc. regardless of whether the charges/fees were assessed directly by Contractor or a third party. Contractor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees from the Facilities:

- (1) Facility ID;
 - (2) Date;
 - (3) Inmate;
 - (4) Tablet Activity (if applicable);
 - (5) Transaction Type;
 - (6) Fee Type; and
 - (7) Fee Amount.
- j.** 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.
- k.** 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.

Exhibits to Inmate Telephone Service and Additional Technologies Agreement

I. Facility Specifications.

Martinez Detention Facility
 1000 Ward Street
 Martinez, CA 94553

MARTINEZ DETENTION FACILITY SPECIFICATIONS	
Average Daily Population (ADP):	620
Number of Beds:	695
Call Time Limit:	30 minutes
Hours of Availability for Inmate Telephones:	6:00am – 12:00am
# of Inmate Telephones Currently:	108
# of Inmate Telephones Required:	108
Required Inmate Telephone Cord Length:	18"
Portable/Cart Phones Required:	2
ITS Workstations Required:	2
District Attorney's Office Workstations Required:	1
Field Operations Bureau – Investigations Workstations Required:	1
JMS Workstation(s):	1
Video Visitation Stations Required (Inmate):	26
Video Visitation Stations Required (Public/Lobby):	8
Video Visitation Stations Required (Attorney):	2
Video Visitation Monitoring Stations Required:	11
Lobby Video Visitation Visitor Registration Stations Required:	1
Inmate Tablets Required:	330
Public Pay Telephones Required:	3
Pro-Per Telephones Required:	10
TDD Telephones Required:	2

West County Detention Facility
 5555 Giant Highway
 Richmond, CA 94806

WEST COUNTY DETENTION FACILITY SPECIFICATIONS	
ADP:	750
Number of Beds:	1,096
Call Time Limit:	120 minutes
Hours of Availability for Inmate Telephones:	5:00am – 11:30pm
# of Inmate Telephones Currently:	171
# of Inmate Telephones Required:	171
Required Inmate Telephone Cord Length:	18"
Portable/Cart Phones Required:	1
ITS Workstations Required:	2
JMS Workstation(s):	1
Video Visitation Stations Required (Inmate):	21
Video Visitation Stations Required (Public/Lobby):	8
Video Visitation Stations Required (Attorney):	1
Video Visitation Monitoring Stations Required:	11
Lobby Video Visitation Visitor Registration Stations Required:	1
Inmate Tablets Required:	330
Public Pay Telephones Required:	3
Pro-Per Telephones Required:	5
TDD Telephones Required:	2

Marsh Creek Detention Facility
 12000 Marsh Creek Road
 Clayton, CA 94517

MARSH CREEK DETENTION FACILITY SPECIFICATIONS	
ADP:	65
Number of Beds:	128
Call Time Limit:	120 minutes
Hours of Availability for Inmate Telephones:	7:00am – 12:00am
# of Inmate Telephones Currently:	24
# of Inmate Telephones Required:	24
Required Inmate Telephone Cord Length:	18”
Portable/Cart Phones Required:	1
ITS Workstations Required:	0
JMS Workstation(s):	1
Video Visitation Stations Required (Inmate):	2
Video Visitation Monitoring Stations Required:	2
Lobby Video Visitation Visitor Registration Stations Required:	1
Inmate Tablets Required:	40
Public Pay Telephones Required:	2
Pro-Per Telephones Required:	0
TDD Telephones Required:	0

II. Rates and Fees.

INMATE TELEPHONE REQUIRED CALLING RATES (PER MINUTE)			
Call Type	Collect	Pre-Paid Collect	Debit
Local	\$0.20	\$0.20	\$0.20
Intralata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Interstate	\$0.20	\$0.20	\$0.20
International	n/a	n/a	\$1.00

INMATE TELEPHONE REQUIRED FEES	
Fee Name	Amount
Pre-Paid Collect Account Funding Fee (All Methods):	\$0.00
Collect Billing Fee:	\$0.00
Federal Universal Service Fund (FUSF) Fee: (FUSF rates are subject to change and are adjusted quarterly by the FCC)	24.40%
Per-Call Completion Fees:	\$0.00
Single-Call and Related Services Fees:	\$0.00
All Other Fees Prohibited:	Not Allowed

REQUIRED PUBLIC PAY TELEPHONE RATES	
Call Type	Per Minute Rate
Local	\$0.20 per minute
Long Distance	\$0.20 per minute

VIDEO VISITATION RATES	
Approved Charge/Fee Name	Amount
30-Minute Remote Video Visitation Rate	\$5.00

APPROVED TABLET APPLICATIONS and FEES	
Voice Communication	Same rates as ITS
Debit Link Units	\$0.01 per unit
Messaging (\$0.25 Per Credit)	
Written message	1 credit (\$0.25)
Photo attachment	1 credit (\$0.25)
30-Day Subscriptions	
Music	\$24.99 (\$8.99 music charge plus \$16.00 infrastructure charge)
Games	\$5.99 (\$4.99 games charge plus \$1.00 infrastructure charge)

EBooks	\$3.99 (\$2.99 EBook charge plus \$1.00 infrastructure charge)
14-Day Subscriptions	
Music	\$14.99 (\$5.99 music charge plus \$9.00 infrastructure charge)
Games	\$3.74 (\$2.99 games charge plus \$0.75 infrastructure charge)
EBooks	\$2.74 (\$1.99 EBooks charge plus \$0.75 infrastructure charge)
7-Day Subscriptions	
Music	\$7.99 (\$2.99 music charge plus \$5.00 infrastructure charge)
Games	\$2.49 (\$1.99 games charge plus \$0.50 infrastructure charge)
EBooks	\$1.49 (\$0.99 EBook charge plus \$0.50 infrastructure charge)
Accessories	
Replacement headphones/earbuds	\$5.99
Replacement chargers (where available)	\$7.99

III. Preliminary Implementation Schedule.

OMISE - Project Implementation Plan						
ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1	OMISE - Project Implementation Plan - OIGART - Official Plan Developed During Planning Phase	474 days	Mon 11/16/15	Fri 9/8/17		
2	Initiation Phase	11 days	Mon 11/16/15	Tue 12/1/15		
3	GTL Deliverables	10 days	Mon 11/16/15	Mon 11/30/15		
4	Kickoff Meeting	2 days	Mon 11/16/15	Wed 11/18/15		GTL, Contra Costa
5	Identify Project Team	8 days	Wed 11/18/15	Mon 11/30/15		GTL
6	Customer Deliverables	1 day	Mon 11/16/15	Tue 11/17/15		
7	Identify Project Team	1 day	Mon 11/16/15	Tue 11/17/15		Contra Costa
8	Provide GTL with Network Access	1 day	Mon 11/16/15	Tue 11/17/15		Contra Costa
9	Phase Completion Criteria	1 day	Mon 11/30/15	Tue 12/1/15		3,6
10	Signoff of Project Charter	1 day	Mon 11/30/15	Tue 12/1/15		GTL, Contra Costa
11	Planning Phase	104 days	Tue 12/1/15	Mon 9/29/16		
12	GTL Deliverables	42 days	Tue 12/1/15	Tue 1/28/16		
13	Develop Project Related Planning Documents	42 days	Tue 12/1/15	Thu 1/28/16		
14	Develop Master Project Plan	14 days	Tue 12/1/15	Tue 12/8/15		GTL
15	Develop Draft Project Plan	5 days	Tue 12/8/15	Thu 12/10/15		Contra Costa
16	Review Project Plan	2 days	Thu 12/10/15	Thu 12/17/15		GTL
17	Modify Project Plan	5 days	Thu 12/17/15	Mon 12/21/15		Contra Costa
18	Approve Final Project Plan	2 days	Mon 12/21/15	Fri 1/8/16		
19	Develop Communications Management Plan	14 days	Mon 12/21/15	Mon 12/28/15		GTL
20	Develop Draft Communications Management Plan	5 days	Mon 12/21/15	Wed 12/30/15		Contra Costa
21	Review Communications Management Plan	2 days	Wed 12/30/15	Wed 1/6/16		GTL
22	Modify Communications Management Plan	5 days	Wed 1/6/16	Fri 1/8/16		Contra Costa
23	Approve Final Communications Management Plan	2 days	Fri 1/8/16	Thu 1/28/16		
24	Develop Change Request Form	14 days	Fri 1/8/16	Fri 1/15/16		GTL
25	Develop Draft Sample Change Request Form	5 days	Fri 1/8/16	Tue 1/19/16		Contra Costa
26	Review Sample Change Request Form	2 days	Tue 1/19/16	Tue 1/26/16		Contra Costa
27	Modify Sample Change Request Form	5 days	Tue 1/26/16	Thu 1/28/16		GTL
28	Approve Final Sample Change Request Form	14 days	Thu 1/28/16	Mon 12/21/15		Contra Costa
29	Develop Work Breakdown Structure	14 days	Mon 12/21/15	Tue 12/8/15		GTL
30	Develop Draft Work Breakdown Structure	5 days	Tue 12/1/15	Thu 12/10/15		Contra Costa
31	Review Work Breakdown Structure	2 days	Thu 12/10/15	Thu 12/17/15		GTL
32	Modify Work Breakdown Structure	5 days	Thu 12/17/15	Mon 12/21/15		Contra Costa
33	Approve Work Breakdown Structure	2 days	Mon 12/21/15	Fri 1/8/16		
34	Develop Training Plan	14 days	Mon 12/21/15	Mon 12/28/15		GTL
35	Develop Draft Training Plan	5 days	Mon 12/21/15	Mon 12/28/15		

IV. Service Escalation Matrix.

Priority 1	<p>50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions.</p> <ul style="list-style-type: none"> • Response time is less than one (1) hour. • Resolution time is less than three (3) hours without site visit. • Resolution time is less than six (6) hours with a site visit.
Priority 2	<p>25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business</p> <ul style="list-style-type: none"> • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without site visit. • Resolution time is less than ten (10) hours with a site visit.
Priority 3	<p>0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business</p> <ul style="list-style-type: none"> • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without a site visit. • Resolution time is less than fourteen (14) hours with a site visit.
Priority 4	<p>Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical.</p> <ul style="list-style-type: none"> • Response time is less than four (4) business hours. • Resolution time is less than twenty-four (24) business hours w/o site visit. • Resolution time is less than twenty-four (24) business hours with site visit.

V. JMS DSI-ITI End User License Agreement (attached).

VI. Dynamic Imaging Systems, Inc., End User License Agreement (attached).

VII. Liquidated Damages.

Contractor's failure to perform certain of its obligations under the Contract requirement, both correctly and on time may result in substantial injury to County; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement set forth below, either correctly, or on time, or both shall be subject to liquidated damages as set forth herein. Any enforced liquidated damages will be invoiced by County to Contractor. Payments due County for the invoiced amount(s) shall be paid within thirty (30) days of Contractor's receipt of the invoice.

LIQUIDATED DAMAGES		
Agreement Section	Description	Amount
Section 5. RATES	Unauthorized charges/fees: Any charges/fees added to the called party's bill or account or inmate without the express written consent of Customer.	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
Attachment A. Section H. ITS and User Application Specifications	Unauthorized free transactions: Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor including allowing access to unauthorized wireless networks.	\$2.00 per completed, unauthorized free transaction.
Attachment B. Payments and Reporting	Reporting/payments: Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields or received by the County after the date specified in the Contract may be subject to liquidated damages. If the revenue share payment is late, cost reimbursement payment is late, reporting is late and/or reports do not contain all required fields, liquidated damages for all shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Designated Agent or such discrepancy is subject to liquidated damages, as described.	5% per month of the revenue share amount due. \$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in the Contract. \$100.00 per day for any daily CDR reports not submitted by Contractor, for each day where the CDR report does not contain all of the fields and information identified in the Contract.

LIQUIDATED DAMAGES (Continued)		
Agreement Section	Description	Amount
Section 5. RATES	Unauthorized rate changes: Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users 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 reimbursement for unapproved rate increases.	\$3.75 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).
Attachment Section E. Implementation	Unauthorized implementations: Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls, video visitation sessions, and/or tablet transactions or applications without the express written consent of Customer.	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
Attachment Section E. Implementation	Installation delays: Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan. Contractor shall install additional telephones, monitoring and recording equipment, as needed, within 30 days of request. This includes newly constructed or expanded Facilities. If the installation of additional telephones is not completed within 30 days of request, Contractor may incur liquidated damages.	\$500.00 per day for each day the after the agreed-upon date until the installation is complete.
Attachment Section U. General Maintenance	Cure period: Contractor shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
Attachment Section K. Monitoring and Recording Requirements	Lost or un-useable recordings: When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings.	\$1,000.00 per occurrence.

LIQUIDATED DAMAGES (Continued)		
Agreement Section	Description	Amount
Attachment A. Section O. Upgrades and Performance Process	Performance process: Excluding system enhancements, bug fixes, and operationally necessary changes, Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Contractor.	\$300.00 per occurrence.

VIII. GTL Data Security.

A. ITS, VVS and Tablets System

1. Unless otherwise defined herein, capitalized terms used in this Exhibit have the meanings given in the Agreement between Global Tel*Link ("GTL") and Contra Costa County ("County") to which this Exhibit VIII is attached. Pursuant to the Contract, GTL is providing County with a GTL-hosted system comprised of the software applications for the ITS, VVS and Tablets, hosting servers, related hardware, and databases housing the County data from the ITS, VVS, and Tablets (collectively, the "Data"), all of which are to be implemented by Contractor under the Contract (collectively, the "System").
2. GTL shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Data. The safeguards include, but are not be limited to those features and measures set forth in this Exhibit VIII for preventing access, use, modification or disclosure of Data to unauthorized third parties. GTL shall promptly notify County of any unauthorized third party access of the Data.
3. GTL shall use System security architecture designed to maximize the security of the Data stored in GTL data centers. GTL and County understand that the industry standards set forth herein, including, but not limited to, PCI and SOC, may change over time and be replaced by new standards. The County and GTL agree that GTL can make changes to the measures set forth herein, provided that GTL will not make any changes that would diminish the security of the System or Data below the standards in this **Exhibit VIII**. The architecture shall use a layered approach, beginning at the County level to the GTL data centers. GTL shall maintain both payment card industry (PCI) compliance and system and organizational control (SOC) certifications. GTL's System architecture and its corresponding Information Security Policies and Procedures shall be compliant with the National Institute of Standards and Procedures (NIST) 800-53. GTL shall protect the System with routers and adaptive security appliance (ASA) firewalls that utilize a "default deny" rule to drop all packets from IP addresses and/or ports that have not been specifically whitelisted for its products and services to work as designed. GTL shall cause the System to make all communications take place over an encrypted virtual private network (VPN) running on a highly-secure, invisible wireless WPA2 network. GTL shall cause

the System network architecture to route all communication through a Gateway server appliance, which is both a firewall (to limit connections to a strict whitelist of allowed devices and allowed destination URLs) and a proxy server (to ensure no direct connection to the Internet). GTL shall maintain the System to prevent any inmate-to-inmate communication via the Tablets. GTL shall cause its System design so that in the event of any component failure, there will be no escalation of privileges.

4. GTL shall cause all hardware in the System to be hardened to align with today's security best practices. This includes, without limitation, operating system hardening, point-to-point credit card data encryption, application source code auditing, log monitoring, automated patching, antivirus and physical security controls. In addition, GTL shall maintain the Tablets infrastructure within the System to feature certain standards, including without limitation: (i) testing the software, hardware and wireless security controls by GTL's information security department as well as third-party security experts; (ii) engagement of a third-party penetration-testing company to perform a technical security assessment on the tablet android device, including attempting both hardware and software-based attacks from an inmate or external collaborator; and (iii) working with white hat ethical hackers to configure and simulate an actual deployment, including the secure networking components.

B. Monitoring, Logging and Scanning

1. GTL shall cause the System to track and log all access to the inmate telephone and media storage systems and its wide area network (WAN). The firewall that protects the WAN System will log all sessions coming through the GTL System server and the networking software will log any user sessions at the application level. This permits management and tracking of all logins. Any login attempts that were not authorized would be immediately flagged and would be checked against the approved user list.
2. GTL shall cause the System to feature a robust centralized log monitoring solution alerts the GTL Information Security Department based on pre-defined and internally developed alarm rules. GTL shall monitor the application daily to detect other anomalies that might be indicative of inappropriate use of GTL assets. Any time a user logs into the system, the event is noted, and the user's identity is captured in the system's electronic Log Book. An Audit Log Report is used by GTL to track and investigate user access and all system changes and activities that take place while users are logged into the system.
3. Weekly internal and external vulnerability scanning, and quarterly penetration testing is performed by the GTL IT Security department and a PCI-data security standard approved vendor. GTL shall remediate vulnerabilities within a timely manner based on the level of risk. GTL will determine risk using the Common Vulnerability Scoring System version 3.0 rating coupled with internal knowledge of the system that is exposed.

C. Data Security

1. GTL shall store the Data encrypted at rest using an industry best-practice Key Encryption Management Appliance (KEM). The keys used to encrypt the data shall not leave the appliance and therefore, in order to prevent data can only be decrypted programmatically using multiple layers of authentication. GTL shall use an advanced endpoint threat detection solution on all endpoints for early detection of potential threats to hosting systems. GTL shall maintain its

System network topology to prevent outside intrusion from external sources. This architecture shall include the following hardware and software, which GTL shall procure from industry-leading providers or develop internally using best practices:

- a. Intrusion prevention systems deployed on the edge of all GTL Demilitarized Zones (DMZ) and sensitive network segments to alert the Information Security Department to potential attacks and automatically block such attacks.
- b. Next generation ASA Firewalls utilizing ACL rules to manage network traffic and block unauthorized access.
- c. A Wireless Intrusion Prevention System deployed at all GTL office locations throughout the country to alert and prevent against the installation of rogue wireless access points. This system also ensures that only authorized employees have access to GTL wireless networks. The GTL Information Security Policy shall require that no wireless networks are permitted to be attached to the LAN. Wireless networks are strictly used to provide guest Internet access.
- d. GTL shall encrypt all System Data backup tapes before they are sent for off-site storage notwithstanding that PCI only requires that tapes be stored in a “secure location”. GTL shall encrypt the tapes to ensure that if a tape is lost during transit, the Data is not accessible to unauthorized persons.
- e. All Data related to the services GTL provides under the Contract to the County’s facilities are encrypted at rest using systems that meet the Federal Information Processing Standard (FIPS) 140-2 requirements, which shall include without limitation, all call detail records (CDRs), databases, tablet data, etc. and ensures that only GTL employees with a business justification can access the Data.
- f. All GTL employee workstations shall have the following security end-points installed:
 - i. Proactive Threat Protection
 - ii. Network and Host Exploit Mitigation
 - iii. Software to identify insider threats such as the exfiltration of customer data by a trusted employee.
 - iv. Software to prevent against employees inadvertently attempting to reach known security threats, newly registered domains, command and control systems, phishing sites and websites deemed inappropriate for business.

D. Virus & Malware Security

1. GTL shall maintain anti-virus software on all internal GTL servers and workstations. This anti-virus solution is centrally managed and alerts the Technology Group when viruses are detected, or security policies are not adhered to.
2. GTL shall maintain intrusion prevention systems with malware detection and removal licenses that prevent any suspicious files from traversing the edge of GTL’s network. GTL systems automatically block suspected malicious traffic and files.

E. Knowledge and Training

1. GTL shall have at least one of its security department employees certified by the PCI Security Standards Council as an Internal Security Assessor (ISA). This ensures that system operations security, system access security, as well as our PCI compliance security efforts are held to the highest standard and that PCI security standards are designed into our applications and not applied ad hoc after the fact.
2. GTL shall cause all of its developers working on the System to attend: (i) annual secure coding training; (ii) new hire security awareness training specific to the aforementioned GTL security controls as well as annual information security best practices training;; and (iii) simulated phishing exercises to test their ability to identify and report phishing emails. Employees that click on or respond to these simulated phishing emails are required to take reinforcement training.
3. GTL's security department shall maintain best-in-class security certifications including, but not limited to, Certified Information Systems Auditor, Security +, Certified Ethical Hacker, and PCI Internal Security Assessor.



END-USER LICENSE AGREEMENT

In consideration of the mutual obligations assumed under this Agreement, Contra Costa County, a political subdivision of the State of California ("End-User") located at 1980 Muir Road, Martinez, CA 94553 and Dynamic Imaging Systems, Inc., (DISI) a New Jersey corporation, having an office at Atrium 1, 1000 Atrium Way, Suite 203, Mt. Laurel, N.J. 08054, ("DISI") agree to the terms and conditions set forth below this 15th of July, 2019.

1. License

For good and valuable consideration given by End-User to DISI's authorized reseller, Global Tel*Link Corporation ("GTL"), for the software described in Schedule A (together with any updates provided to End-User hereunder, collectively, the "DISI Software") and related documentation ("DISI Documentation"), DISI hereby grants to End-User a perpetual, personal, non-exclusive, non-sublicensable and non-transferable license to use an object code version of the proprietary and confidential DISI Software and DISI Documentation, solely for End-User's internal data processing requirement (the "License"). End-User shall not decompile, disassemble or otherwise reverse engineer any of the DISI Software or use any similar means to discover the source code or trade secrets contained therein. End-User shall not modify or create derivative works of the DISI Software. This Agreement does not transfer to End-User title to any intellectual property contained in any DISI Software or DISI Documentation

Upon termination or cancellation of any License granted under this Agreement, End-User will destroy or return to DISI all copies of the DISI Software.

2. Intellectual Property Indemnification

DISI, at its own expense, will defend and indemnify End-User against claims that the DISI Software or the DISI Documentation furnished under this Agreement infringes a United States trademark or a copyright protected under United States law (a "Claim"), provided End-User (i) gives DISI prompt written notice of such claims, (ii) grants DISI the sole and exclusive authority to defend or settle the claims, and (iii) provides all reasonable assistance to DISI in defending or settling the claims. If a Claim is made or appears possible, DISI will (a) procure rights for End-User to continue using the DISI Software and DISI Documentation, (b) modify the DISI Software or DISI Documentation so that it is not infringing without reducing any functionality, or (c) if neither of the foregoing is feasible, terminate this Agreement. This Section 2 states the entire

liability of DISI and End-User's sole and exclusive remedies for trademark, copyright and any other alleged or actual intellectual property infringement.

3. Warranties

DISI warrants, for a period of one (1) year following delivery of the DISI Software to End-User ("Warranty Period"), that the DISI Software shall operate in material conformity with the functional specifications set forth in the DISI Documentation and the agreement between End-User and GTL, to which this Agreement is attached, Main Agreement including all attachments and exhibits. DISI will make reasonable efforts to correct any failures of the DISI Software to operate in material conformity with the functional specifications set forth in the DISI Documentation and SOW, provided End-User notifies DISI in writing of such failure(s) of the DISI Software within such Warranty Period.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, DISI DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Limitation of Liability

In no event shall DISI or DISI's suppliers be liable to End-User or any third party for any direct, indirect, incidental, special, lost profits or consequential damages, and in no event shall DISI's or DISI's suppliers' liability, whether in contract or in tort or otherwise, exceed the amount of monies received by DISI from End-User in connection with this Agreement.

5. Miscellaneous

End-User acknowledges that the DISI Software, together with all intellectual property rights embodied therein, is the sole and exclusive property of DISI and/or its suppliers and licensors. DISI and such parties shall retain all right and title, to the extent of their respective interests, to all propriety rights in the DISI Software and to any other intellectual property owned or otherwise provided by DISI. Any failure or delay by either party in

exercising any right or remedy will not constitute a waiver. This Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its choice of law provisions. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may be modified only by a writing signed by the parties' authorized representative. Neither party will assign or transfer its rights or obligations under this Agreement without prior written consent of the other party. Any assignment or transfer prohibited by this provision will be null and void. Notwithstanding the foregoing, DISI may, without the consent of End-User assign this Agreement to any person or entity that is acquiring all or substantially all of its assets or which is a successor by merger, consolidation, acquisition of stock or assets, or other business combination to Contractor. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

6. Entire Agreement.

Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement (including referenced Schedules) is the entire Agreement between the parties and supersedes all prior communications, oral or written, between the parties with respect to the DISI Software. Changes to this Agreement may only be made by mutual written agreement of the Parties. No terms contained in any invoice, Purchase Order or similar transactional document issued by either party shall be deemed to amend this Agreement.

Dynamic Imaging Systems, Inc.

By: Cynthia Feast

Name: Cynthia Feast

Title: Corporate Secretary

Contra Costa County

By: [Signature]

Name: mf kdb

Title: Chief Legal Counsel

FORM APPROVED

Sharon L. Anderson, County Counsel

By Deputy [Signature]
Eric Gibson

Schedule A

1. DISI Software

PictureLink Application Server
Arrest Database
PictureLink Common Components
PictureLink Image Acquisition
(3) Capture Machine License
ATIMS Mugshot Interface

CorreTrak Application Server
ATIMS CorreTrak Interface
(35) CorreTrak Client Licenses
CorreTrak Site Licenses for the following Applications:

ID
Count
Location
Programs Attendance
Rounds & Cell Check
Service Delivery
Meals

END USER SOFTWARE LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“AGREEMENT”), IS DATED THE EFFECTIVE DATE OF THE PRIME CONTRACT (AS DEFINED BELOW) TO WHICH IT IS ATTACHED AND INCORPORATED INTO. THIS AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN THE CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (“LICENSEE”), AND DSI-ITI, INC., AN IDAHO CORPORATION (“LICENSOR” OR “DSI-ITI”). BY EXECUTING THIS AGREEMENT, LICENSEE AGREES THAT LICENSEE’S USE OF ALL MATERIALS DESCRIBED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL SOFTWARE AND ASSOCIATED DOCUMENTATION, IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS BEING ENTERED INTO IN CONNECTION WITH AN AGREEMENT, BETWEEN LICENSEE AND GLOBAL TEL*LINK CORPORATION (THE “PRIME CONTRACT”).

ARTICLE 1 DEFINITIONS

1.1. “Licensed Software” means DSI-ITI’s “Offender Management System” and all Releases, and Upgrades of any kind thereto supplied to Licensee. The Licensed Software includes only the object code, but does not include any corresponding source code.

1.2. “Documentation” means the user, system and installation documentation (if any) for the Licensed Software.

1.3. “Intellectual Property Rights” means all inventions, patents, works of authorship, copyrights, trademarks, know how, trade secrets, and other valuable proprietary rights.

1.4. “Interfaces” means any and all interfaces between the DSI-ITI Offender Management System and other systems, including those at Licensee’s facility to which the Offender Management System is linked.

1.5. “Confidential Information” means Licensor’s proprietary business and technological

information, including without limitation, the Licensed Software, Interfaces, any source code relating to the Licensed Software and/or Interfaces, the related Documentation and all Specifications, which are each confidential and proprietary to Licensor, and the Licensee data used in connection with the Licensed Software.

1.6. “Facility” shall mean any correctional facility owned or operated by Licensee.

1.7. “Specification” means Licensor’s current published description (if any) of the Licensed Software.

1.8. “Release” means an update of the Licensed Software that incorporates enhancements or other changes made by Licensor.

1.9. “Upgrade” means all improvements to the Licensed Software that add to or alter the basic functions of the Licensed Software.

ARTICLE 2 SOFTWARE LICENSE

2.1. License. Subject to payment by Licensee of all amounts owed for use of the Licensed Software, if any, as provided in the Prime Contract, and subject also to the terms and conditions herein, Licensor grants Licensee a perpetual, non-exclusive, non-transferable, license to the Licensed Software, Interfaces, and Documentation solely for the purpose of the Licensee’s use of the Licensed Software and Documentation for its internal operations at the Facility (as defined above). Said license is expressly limited to a grant to the Licensee of the right to (a) use the Licensed Software, Interfaces, and the Documentation, but solely for the Licensee’s internal operations of the Facility; (b) install the Licensed Software on Licensee owned servers or, if applicable, install the Licensed Software on an unlimited number of Licensee computer workstations, but solely for use in connection with the Licensee’s internal operations of the Facility; and (c) copy the Licensed Software, and Documentation for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all such copies shall be subject to the terms of this Agreement.

2.2 Prohibitions on Distribution and Modification. Except as explicitly provided in this Agreement, Licensee shall not without prior written permission: (a) make available or distribute all or part of the Licensed Software, the Interfaces, or Documentation to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Software, Interfaces, or Documentation; or (c) use the Licensed Software or Interfaces to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Licensed Software or Interfaces.

2.3. No Source Code License. Licensee acknowledges and agrees that this License granted hereunder extends solely to the Licensed Software and Interfaces in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Licensed Software or Interfaces.

2.4 No Implied Licenses. Except as expressly licensed to Licensee under this Agreement, Licensor reserves all other right, title and interest in and to the Licensed Software, Interfaces, Documentation and Specifications. Under no circumstances should anything in this Agreement be construed as granting to Licensee, by implication, estoppel or otherwise, (i) a license to any DSI-ITI technology other than the Licensed Software and Interfaces or (ii) any additional license rights for the Licensed Software, Interfaces, Documentation and Specifications other than the license expressly granted in this Agreement.

ARTICLE 3

PROVISIONS RELATING TO CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Confidentiality. Each party to this Agreement acknowledges that during the course of the Agreement, a party may disclose Confidential Information. The Parties agree that any Confidential Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the Offender Management System (the "Permitted Purpose"), and the receiving party will not use the Confidential Information in any

other way unless required by applicable law. Only authorized representatives of the receiving party who need to review the Confidential Information in connection with the Permitted Purpose may access and view the Confidential Information. The receiving party will not disclose the Confidential Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Confidential Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Confidential Information, absent express written permission of the disclosing party. In the case of any and all hardware and software incorporated into the Offender Management System or otherwise provided to Licensee under this Agreement, Licensee agrees that all such hardware and software is Confidential Information. The receiving party acknowledges and agrees that any and all Confidential Information (including any Intellectual Property Rights therein) is and will remain the sole property of the disclosing party.

3.2 Ownership. Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other Intellectual Property Rights of whatever nature in the Licensed Software, Interfaces, Documentation and Specifications, including any modifications or derivatives thereof are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

3.3 Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 4

WARRANTY; DISCLAIMER OF WARRANTIES

4.1. Licensor warrants that during the one year period following activation of the Software (the "Warranty Period"), the Licensed Software shall be free from material defects and shall perform substantially in compliance with the Specifications. Licensor will repair or replace the Licensed Software so that it substantially performs in accordance with the Specifications, at no additional cost, as soon as reasonably possible after receiving notification from the Licensor of any breach of this warranty during the Warranty Period.

4.2. EXCEPT AS EXPRESSLY STATED HEREIN, LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE LICENSED SOFTWARE UNDER THIS LICENSE IN ITS "AS IS" CONDITION. LICENSEE AGREES THAT THE FOREGOING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE LICENSE FEES.

ARTICLE 5 **INDEMNIFICATION**

5.1 By Licensor. Licensor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of the Licensed Software infringes any United States Intellectual Property Rights of others; provided, however, that Licensor shall have no duty to defend, indemnify or hold Licensee harmless from and against any loss, cost and expense that is incurred as a result of any claim of infringement that arises from (i) any modification to the Licensed Software by Licensee or others; (ii) any use or combination of the Licensed Software by Licensee or others with any other software, hardware or other materials not furnished or approved by Licensor for use with the Licensed Software; or (iii) the use of a superseded or altered

version of the Licensed Software if infringement would have been avoided by the use of a current or unaltered version of the Licensed Software which Licensor made available to Licensee. Licensor's obligation to indemnify is expressly conditioned on the following: (i) Licensee must promptly notify Licensor of any such claim; (ii) Licensee must in writing grant Licensor sole control of the defense of any such claim and of all negotiations for its settlement or compromise; and (iii) Licensee must cooperate with Licensor to facilitate the settlement or defense of the claim at Licensor's expense.

5.2 Injunction. If an injunction is obtained against the use of any part of the Licensed Software by reason of infringement of a U.S. copyright or patent, Licensor shall, at its option: (a) procure for Licensee the right to continue to use the Licensed Software; (b) modify the Licensed Software so that it becomes noninfringing without reducing the functionality of the Licensed Software; or (c) terminate this Agreement without penalty and a refund of any paid but unearned amounts.

5.3 Liability. The foregoing states Licensor's entire obligation and liability with respect to the infringement of any property right.

5.4 By Licensee. Licensee will be solely responsible for any and all liability arising out of or relating to any claim for: (a) alleged infringement of any U.S. Intellectual Property Right of others, arising out of the use of the Licensed Software by Licensee in any manner prohibited by this Agreement; (b) any claim (other than a claim indemnified by Licensor pursuant to Section 5.1) related to or arising out of Licensee's use or misuse of the Licensed Software; and (c) Licensee's breach of its obligations under this Agreement.

ARTICLE 6 **LIMITATION OF LIABILITY**

6.1 LICENSOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED SOFTWARE. IN ANY EVENT, THE LIABILITY OF LICENSOR

TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION (EXCEPT FOR LICENSOR'S DUTY TO INDEMNIFY OR A THIRD PARTY CLAIM OF PROPERTY DAMAGE OR BODILY INJURY CAUSED BY LICENSOR) SHALL BE LIMITED TO THE AMOUNT PAID TO BY LICENSEE FOR USE OF THE LICENSED SOFTWARE UNDER THE PRIME CONTRACT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 6 ALLOCATE THE RISKS OF PRODUCT NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAWS. THE TERMS OF THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 7

TERM AND TERMINATION

7.1. Termination. Licensor may terminate this Agreement with ten (10) days written notice to Licensee, without prejudice to any other remedy Licensor may have in the event of (a) any breach by Licensee of any material provision of this Agreement, including, without limitation, any provision of Articles 2 or 5 of this Agreement, or (b) Licensee's failure to meet the conditions under the Prime Contract for Licensee's continued use of the Licensed Software. Licensee may terminate this Agreement at any time upon completing the actions described in Section 7.2 below.

7.2. Cessation of Use. Licensee may terminate this Agreement by providing Licensor thirty (30) days written notice of termination. Upon termination of this Agreement, Licensee shall promptly cease using the Licensed Software and Documentation and shall promptly return all copies of the Licensed Software, Interfaces, Documentation and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on-line or off-

line computer memory, and destroy all copies of such materials that also incorporate Licensor's Confidential Information. Licensor shall be entitled to enter the Licensee's premises with the Licensee's escort, and with advance written notice of five (5) business days or more, to repossess and remove the Licensed Software, Interfaces, Documentation, and any other Confidential Information. Licensee shall, within five (5) days from the effective date of the termination, certify to Licensor, in writing by an authorized signatory capable of binding Licensee, that all copies of the Licensed Software, Interfaces, Documentation, and any other Confidential Information have been returned, or permanently deleted or destroyed.

7.3. Injunctive Relief. Licensee acknowledges and agrees that its failure to comply with the terms of this Agreement, including the failure to fully comply with the post-termination obligations set forth in Section 7.2, may irreparably damage and injure Licensor, for which it cannot be reasonably or adequately compensated for in damages in an action at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Licensee, Licensor shall be entitled to seek a preliminary and final injunction restraining the breach and/or requiring specific performance. Any equitable remedies sought by Licensor shall be in addition to, and not in lieu of, all remedies and rights that Licensor otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

ARTICLE 8

GENERAL

8.1. Interpretation. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

8.2. Severability. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

8.3. Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, provided, however, that Licensor may assign this Agreement to any of its affiliates (with an affiliate being any

entity that controls, is controlled by, or is under common control with, Licensor), or any entity that acquires all or substantially all of Licensor's assets, without the consent of Licensee.

8.4. Waiver. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

8.5 Governing Laws. The validity, interpretation, performance, and enforcement of this Agreement shall be governed and construed in accordance with the laws of the State of California without regard to conflicts of laws principles.

8.6 Authority. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

8.7 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the grant of the License to Licensee to use the Licensed Software, Interfaces, and Documentation and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement.

8.8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered in accordance with the requirements of the Prime Contract.

.9. Survival. Section 2.2, 2.3, and 2.4, and Articles 3, 5, 6, 7, and 8 shall survive the termination of this Agreement for any reason.

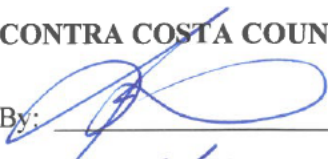
DSI-ITI, INC.

By: 

Name: Matthew Caesar

Title: EVP


CONTRA COSTA COUNTY

By: 

Name: 

Title: Chief Legal Counsel

FORM APPROVED
Sharon L. Anderson, County Counsel

By Deputy 
Eric Gelston