



EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically:

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor's website: [insert website address].

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347	PMS Black C
CMYK 84.15.78.2	CMYK 0.0.0.100
RGB 0.154.102	RGB 0.0.0
HEX #009A66	HEX #000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Destination Oakland Blue
PMS 2225 | CMYK 83.21.0.0 | RGB 0.158.222



Prosper Orange
PMS 118 | CMYK 2.56.87.7 | RGB 248.14.38



WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.






QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com



Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of
(Name of Contractor's Company): _____

(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

**Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office - Purchasing Unit at Purchasing@oakgov.com to receive a County Identification badge.*

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Introduction

Contractor (also referred to as “Smart Communications”) shall provide County with fully automated, durable, tamper-proof, user-friendly Inmate/Resident telephone and video visitation cloud-based applications (“Systems”) at no cost to the County. Inmate(s) shall be defined herein as individuals ordered into the custody of the Oakland County Sheriff’s Office (“Sheriff’s Office”). Resident(s) shall be defined herein as individuals ordered into the custody of Children’s Village. The Systems will:

- Deliver to the County a fully functional communication solution, including all labor, materials, and services.
- Include the Contractor’s SmartEvo Inmate/Resident Phone Systems and SmartVisit Video Systems (VVS) which will provide communication services to the County’s Inmates/Residents.
- Prevent Inmate/Resident harassment calls to Oakland County officials, correctional employees, witnesses, victims, and the public at large.
- Prevent the billing of fraudulent outbound calls.
- Allow the Sheriff’s Office to query investigative reports. The Sheriff’s Office will also have access to the Systems on administrative computer workstations provided by the Contractor.
- Allow Inmates/Residents the opportunity to place calls at approved calling rates.
- Provide user-friendly phone and video visitation Systems that are easy for the Inmates/Residents and Sheriff’s Office administrative staff to operate.
- Provide user-friendly instructions for Inmate’s/Resident’s relatives and friends to set up an account to receive collect phone and video calls. The Contractor will provide a toll-free telephone number, internet access to the selected Contractor’s Customer Support Department for billing inquiries made by the public, and detailed instructions, which must be made available through the Oakland County Sheriff’s Office website. Current, updated hard copy instruction documents must also be available on the Inmate’s/Resident’s pages on the Oakland County Sheriff’s Office website, and by demand. The Contractor will provide the County with all the instructions and the County will be responsible for adding the content to the Oakland County Sheriff’s Office website.

1.1. Contractor shall:

- 1.1.1. Provide a turn-key solution and be responsible for the installation of all conduits and wires needed to operate the Systems. Contractor shall also provide any necessary labor for installation and operation of the Systems.
- 1.1.2. Provide full support and maintenance for all equipment and software at no cost to the County.
- 1.1.3. Provide complete Systems without any third-party applications.
- 1.1.4. Provide end-to-end responsibility of the Systems, including hardware, software,

- installation, licensing, maintenance, operation, and training.
- 1.1.5. Provide the Deliverables described herein.
 - 1.1.6. Utilize only Smart Communication employees throughout the term of the Contract.
 - 1.1.7. Provide Smart Communications' SmartEvo, and SmartVisit Visitation Systems as turn-key solutions with all services pre-installed, including hardware and software, as complete implemented Systems prior to delivery to the County.
 - 1.1.8. Ensure that its applications are completely cloud computing based, with all support and maintenance being performed by the Contractor.
 - 1.1.9. Deliver, support, and maintain the Systems at no cost to the County.
 - 1.1.10. Provide the equipment necessary to ensure the County's jail and Children's Village communication Systems are compliant with all the requirements set forth in the Americans with Disabilities Act (ADA). This includes providing one (1) Inmate/Resident station that is accessible to persons in wheelchairs and providing Systems that are compatible with Telephone Devices for the Deaf (TDD).
 - 1.1.11. Create a public website that includes accessibility/assistance software that allows disabled individuals to utilize the website.
 - 1.1.12. Provide a centralized, secure, password protected, web-based Smart Eco System Dashboard located at <https://manage.smartjailmail.com>, that will be accessible to County authorized users through a secure internet connection from a desktop, laptop, or remote device.
 - 1.1.13. Provide SmartVisit Visitation System, a turn-key solution, to support video visitation service including remote visitation with family and friends, scheduling, recording, monitoring, and storage.
 - 1.1.14. Provide web-based applications that streamline and fully automate scheduling visits with no involvement from the County.
 - 1.1.15. Allow individuals to schedule their own visitation 24/7.
 - 1.1.16. Notify the individuals scheduling visits by email when their visit is manually canceled.
 - 1.1.17. Provide full support and maintenance for the life of the Contract for all Inmate/Resident communications hardware, software, and related equipment. The Contractor will repair or replace any damaged or faulty hardware at no cost to the County.
 - 1.1.18. Provide the County with pop-up definitions including step-by-step documented instructions for key System terms and functions through the web-based Smart Ecosystem Dashboard instead of hardcopy documentation.
 - 1.1.19. Conduct an inspection of the County's current Inmate and Resident communications equipment and infrastructure to determine the viability of reusing the existing infrastructure before delivering the Contractor's

technologies and services. Equipment and infrastructure determined not viable for reuse will be replaced by the Contractor at no cost to the County.

- 1.1.20. Provide all Inmates/Residents with one free 15-minute telephone call per week.
- 1.1.21. Provide all Inmate/Residents with one free 30-minute video call per week.
- 1.1.22. Provide the County with sufficient promotional material to be posted by the County. The informational pamphlets for Inmates/Residents and visitors must explain how calls are placed and how to open an account and deposit funds to receive calls through the Contractor's Systems.
- 1.1.23. Ensure the Systems are fully implemented for use and will go live on April 4, 2022. The County will not utilize the Systems until that date.
- 1.1.24. Be fully responsible for all billing and collections with all external parties (i.e., the local exchange company, billing agents, etc.).
- 1.1.25. Provide County with its Disaster Recovery Plan.

1.2. The County shall:

- 1.2.1. Schedule dates and times for an initial on-site or remote planning meeting.
- 1.2.2. Collaborate with Contractor on project and implementation plans.
- 1.2.3. Provide the ability for Smart Communications' employees to request security clearance and/or provide County escorts at the main jail facilities.
- 1.2.4. Provide AC electrical power for the hardware components of the on-site Systems.
- 1.2.5. Approve initial and final tests of the Systems.
- 1.2.6. Schedule dates and times for on-site or remote training.
- 1.2.7. Provide final approval and acceptance of the implementation of the Systems.

2. Systems Features

The Contractor shall ensure that the Systems consist of/include the following:

2.1. Phone Equipment at the Main Jail and East Annex Facilities

- 2.1.1. One hundred thirty-two (132) collect only Inmate phones.
- 2.1.2. Twenty-nine (29) Inmate visitation Kiosks.
- 2.1.3. Eighteen (18) video visitation Kiosks in the Main Jail Visitation Center.
- 2.1.4. One (1) video visitation setup computer for enrolling and scheduling visits in the Main Jail Visitation Center.
- 2.1.5. Three (3) inmate enrollment telephones. Two (2) in male booking and one (1) in female booking.
- 2.1.6. The Contractor will supply additional phone equipment at the Main Jail and East Annex facilities, as needed, to ensure that the ratio of Inmate phones to Inmates remains approximately the same per facility as of April 4, 2022.
- 2.1.7. The following twenty (20) specific housing unit Kiosks will be removed by the Contractor and stored at the Oakland County Jail as spares:

- 2.1.7.1. 2 units in the N. Dorm
- 2.1.7.2. 2 units in 1H
- 2.1.7.3. 1 unit in 1G (West)
- 2.1.7.4. 2 units in 1F
- 2.1.7.5. 2 units in 2F
- 2.1.7.6. 2 units in 2E
- 2.1.7.7. 2 units in 2G
- 2.1.7.8. 2 units in 2H
- 2.1.7.9. 5 units in the East Annex Facility

2.2. Phone Equipment at East Annex Facility

- 2.2.1. Twenty-one (21) collect only Inmate phones.
- 2.2.2. Five (5) Inmate video visitation Kiosks between the two dorms.
- 2.2.3. The Contractor will supply additional phone equipment at the East Annex facility, as needed, to ensure that the ratio of Inmate phones to Inmates remains approximately the same per facility as of April 4, 2022.

2.3. Phone Equipment at Children’s Village

- 2.3.1. Twenty-two (22) collect only Resident phones.
- 2.3.2. The Contractor will supply additional phone equipment at Children’s Village, as needed, to ensure the ratio of Resident phones to Residents remains approximately the same per facility as of April 4, 2022.

2.4. Replace or Refit all Existing Public/Lobby Booking Kiosks at the County’s Main Jail, East Annex, and Children’s Village Facilities to work with Smart Communications’ Systems

- 2.4.1. Contractor shall provide Kiosks that will accept credit cards, debit cards, as well as cash deposits. The Kiosks will allow visitors to create and deposit funds into prepaid accounts or Inmate(s)/Resident(s) trust accounts.
- 2.4.2. After a deposit is made, a photo of the individual making the deposit shall be saved and a printed receipt shall be generated that includes the transaction number, deposit amount, fee amount, and a toll-free customer phone number. The funds shall be available immediately upon deposit.
- 2.4.3. Each Kiosk will be equipped with a 19” LCD touchscreen display, a webcam, two bill acceptors, each with a one thousand (1,000) dollar bill capacity, a credit card reader, a thermal receipt printer, and a coin acceptor.
- 2.4.4. The Contractor will provide all labor necessary for installation of the Kiosks including, but not limited to, material handling within the facilities and all costs associated with the networking, internet connectivity, and electrical enhancements required for the installation of the Kiosks at the County. Contractor will also be responsible for providing all supplies needed for the Kiosks (i.e., paper, ink, receipt tape, etc.). Contractor will further guarantee the workmanship of the installation of the Kiosks.

- 2.4.5. All Kiosks will be fully supported and maintained, including cash collections, custodial services, and software updates, by the Contractor throughout the life of the Contract.
- 2.4.6. The Contractor will provide the County with phone numbers and email addresses for service technicians. Kiosk repair requests shall be responded to within four (4) hours and any necessary repairs shall be complete within forty-eight (48) hours.
- 2.4.7. The County will not troubleshoot or repair the Kiosks and will place an “Out of Order” sign on the Kiosk until the issue is resolved.

2.5. Video Visitation Equipment and Infrastructure

- 2.5.1. Thirty-eight (38) wall mounted Inmate/Resident Video Visitation Stations
- 2.5.2. Two (2) mobile Inmate/Resident Kiosks.
- 2.5.3. Twenty (20) Video Visitation Kiosks.
- 2.5.4. Ten (10) Power Over Ethernet (PoE) Switches.
- 2.5.5. Fifty-eight (58) Conduit/Cable/Connector packages.
- 2.5.6. One (1) Linex Commissioning server.
- 2.5.7. Two (2) Video Call Processing servers.
- 2.5.8. Two (2) Video Recording servers.
- 2.5.9. Two (2) Registration terminals.

The Contractor will conduct a thorough inspection of the video visitation communications equipment and infrastructure currently installed and owned by the County to determine if it is viable to reuse any of the existing equipment and infrastructure to deliver Smart Communications’ technologies and services. If the equipment and/or infrastructure is not viable for reuse by Smart Communications, it will be replaced by Smart Communications at no cost to the County. The Contractor will supply additional Inmate/Resident video visitation stations, as needed, to ensure that the ratio of Inmates/Residents to the number of Inmate/Resident video visitation stations remains approximately the same per facility as of April 4, 2022.

2.6. Video Visitation Installation at Children’s Village

- 2.6.1. The Contractor agrees to provide, fully install, and support the following equipment and infrastructure, at no cost to the County, on the County Campus at Children’s Village, located at 1200 North Telegraph Rd, Facilities 63W, Pontiac, MI 48341:
 - 2.6.1.1. Two (2) Video Visitation Kiosks.
 - 2.6.1.2. Four (4) Wall mounted resident Kiosks.
 - 2.6.1.3.

2.7. Inmates/Residents Trust Accounts

- 2.7.1. Contractor must ensure there is a feed to the current Intellitech Jail Management System, and a feed to the future CLEMIS Jail Management System so that Inmates/Residents can view account balances, any deposits pending, all medical, dental, commissary and Victims' Rights Fees owed and paid, and upcoming release dates.
- 2.7.2. The Contractor's public website to deposit money must be authenticated and SSL Encrypted.
- 2.7.3. The Contractor will provide the County with digital and printed Friends and Family Guides as requested by the County.
- 2.7.4. The Contractor will work with the County to modify the County's website and Inmate/Resident Friends and Family Guide to include the URL for the new deposit website. The URL must be simple and easy to remember.

2.8. Inmate/Resident Account Setup

- 2.8.1. The Contractor will use voice biometrics and Personal Identification Numbers (PINs) to setup each Inmate's/Resident's call account. The Inmate/Resident must enter their PIN (provided by the County's Jail Management System) and provide a voice sample to be matched against a pre-recorded voice of the Inmate/Resident.
- 2.8.2. The SmartEvo two-factor authentication process will ensure the proper match of the Inmate/Resident with their corresponding PIN.
- 2.8.3. The SmartEvo will provide an additional feature, that when enabled, will allow the Inmate/Resident to select a four-digit personal passcode to be entered every time the Inmate/Resident makes a call. This additional passcode, referred to as PIN2, is designed to provide an additional layer of security to prevent fraudulent use of another Inmate's/Resident's PIN.

2.9. Inmate/Resident Accounting Systems

- 2.9.1. The Contractor will provide payment processing services for payments made by friends and family for the Inmates/Residents housed at the County's facilities through Kiosks, commercial retailers, online websites, mobile sites, call centers, or by other methods for crediting account balances held by the County on behalf of the recipients of the funds.
- 2.9.2. The Contractor will deliver payments to the County by the second business day following, but not including the day of the transaction by means of an electronic funds transfer ("EFT") to the County's designated bank account.
- 2.9.3. The Contractor, in its sole discretion, reserves the right to delay its acceptance or rejection of any transaction the Contractor determines to be suspicious and warrants further investigation.

- 2.9.4. The County acknowledges and agrees that the Contractor may terminate or cancel any proposed transaction should the Contractor determine the transaction is being made for an improper or illegal purpose.
- 2.9.5. If a transaction is delayed or rejected, the payment transfer will not occur, and the transaction detail will not post on the Contractor's website or the County's Jail Management Systems until the transaction is approved by the Contractor.
- 2.9.6. The Contractor will provide the County with payment information (including deposit transactions) daily through the Contractor's interface to the County's Jail Management System and through its web management tool.
- 2.9.7. The Contractor will be responsible for responding to and resolving inquires and complaints from Inmate/Resident family and friends arising out of the Contractor's failure to timely transmit any payments to the County.
- 2.9.8. The Contractor, upon written notice from the County, shall place limitations on transactions. The limitations will be implemented by the Contractor as soon as reasonably practicable.
- 2.9.9. The Contractor will be responsible for identifying and reconciling any transaction discrepancies posted to its website or received through the County's Jail Management System.

2.10. Inmate/Resident Phones

- 2.10.1. The Contractor must provide one (1) free fifteen (15) minute social call per Inmate/Resident, per week, any day during the weekly cycle starting each Sunday and ending each Saturday.
- 2.10.2. The Inmate/Resident phone call completed by the Inmate/Resident during the inmate's initial booking DOES NOT COUNT as their free weekly phone call. This Inmate/Resident Phone and Video Visitation setup during initial inmate booking within the Contractor's Systems must last no longer than three (3) minutes.
- 2.10.3. The Contractor will modify the infrastructure (i.e., switches) at the County's Main Jail, East Annex, and Children's Village facilities to accommodate the new phone system.
- 2.10.4. The Contractor must reconfigure the phones used for initial account setup in all booking areas.
- 2.10.5. The Contractor must provide local, interstate, and international telephone services.
- 2.10.6. The Contractor must provide toll free calls to (888) 604-7888, through speed dial on all Inmate/Resident telephones, to access Government Payment Services, or any other service the County allows the Inmate/Residents to use to pay for bonds, fines, and/or costs with credit cards.
- 2.10.7. The Contractor must provide all Inmates/Residents with free and unlimited professional calls (i.e., attorney/client, clergy, probation, program services, etc.).

The professional’s name and credentials must be identified in the System so that the Inmate/Resident is not charged for the connection. The Contractor must provide and document a simple procedure for professionals to register a phone number in the System with an appropriate approval process so the County can vet the entries for validity.

- 2.10.8. The Contractor must include a Prison Rape Elimination Act (PREA) line that Inmates/Residents can call, free of charge, to report PREA incidents. The PREA line will be monitored by the County.
- 2.10.9. The Contractor’s SmartEvo will be configured to support free calls to County specified numbers and/or designated voicemails for services such as PREA, Crime Tips (covert communications), requests (general, medical, or grievances), public defenders, etc. All such numbers and voicemails will be configured by the Contractor, after County approval, during the installation.
- 2.10.10. The Contractor will program all Inmate/Resident telephones for outbound calls only prior to activation. Dialing must be restricted to ten (10) digits.
- 2.10.11. The Contractor will provide their patented 3-Way Call Detection System which can be enabled for Inmates/Residents and individually disabled for registered privileged users. Once a 3-way call is detected, this system can be configured to respond as follows:
 - Disconnect the call
 - Play a single prompt
 - Begin playing a prompt at random intervals during the call
 - Take no external action and store the details in the call detail database
- 2.10.12. The Contractor will provide the following SmartEvo Call Process to Inmates/Residents:

Inmate/Resident	SmartEvo Call Process Inmate/Resident Telephone Process	Called Party
Picks up handset	Identifies Inmate/Resident telephone, checks phone schedule, gets phone parameters	
Selects collect call from payment choice menu	If set to record, starts recording	
Dials called party’s number	Validates called number and performs internal checks	
Enters PIN	Validates PIN, checks call permissions and sets call duration	
	Inmate/Resident put on hold	

	LIDB lookup, perform validation check	
	Send call to PSTN	Rings called Party phone
		Called Party answers phone
	Call offer provided to called Party	Called Party accepts call
	Connects inmate with called Party	
Starts conversation	Call in progress – conversation	Called Party starts conversation
Hangs up handset	Disconnect	Called Party hangs up
	Update Inmate/Resident record, generate CDR, stop recording, update live monitoring call list and forward to clients	

2.11. Pre-Recorded Announcements

- 2.11.1. The Contractor will provide the following customized, pre-recorded announcement on the telephones for the County’s jail facilities: *“The called party has a collect call from <Inmate’s name>, an Oakland County inmate, which will be recorded and monitored”*.
- 2.11.2. The Contractor will provide the following customized, pre-recorded announcement on the telephones for Children’s Village: *“The called party has a collect call from <Resident’s name>, an Oakland County Children’s Village resident, which will be recorded and monitored”*.
- 2.11.3. The called party shall be given the option to accept or reject the call.
- 2.11.4. The called party will be notified of all costs associated with accepting the call including surcharge, connection charge, cost for the first minute, cost for subsequent minutes, and any regulatory fees.
- 2.11.5. The County will have the option of excluding the pre-recorded announcements from the cost of the call.
- 2.11.6. The Contractor’s SmartEvo can be configured to play call branding information and other prompts randomly or at predetermined timed intervals throughout the call. Any pre-recorded announcements interjected into calls shall be excluded from the Contractor’s billing calculations.

- 2.11.7. The Contractor will provide the County with additional pre-recordings as they are requested by the County.
- 2.11.8. The Contractor's SmartEvo requires positive acceptance by the called party before an Inmate's/Resident's call is connected. When non-conforming telephone activity is detected during a call attempt, it is documented in the Call Detail Record (CDR), the call will not be placed, and the charges will not be incurred.

2.12. Inmate/Resident Video Visitation

- 2.12.1. The Contractor will provide their SmartVisit Video Visitation System, which is a web-based application, to enable and support remote visitation through the public Internet. Public users can utilize their PC, smartphone, or tablet with an active internet connection to schedule and participate in a video visitation with an Inmate/Resident.
- 2.12.2. The Contractor must provide one (1) free thirty (30) minute social video call per Inmate/Resident, per week, any day during the weekly cycle starting each Sunday and ending each Saturday.
- 2.12.3. The Contractor will modify the infrastructure (i.e., switches) at the County's Main Jail, East Annex, and Children's Village Facilities to accommodate the visitation Kiosks.
- 2.12.4. The Contractor must provide video call features, including speakers and sound, on the Contractor's tablets. The Contractor must also address and resolve any privacy issues identified by the County.
- 2.12.5. The Contractor must provide all Inmates/Residents with free and unlimited professional video calls (i.e., attorney/client, clergy, probation, program services, etc.). The professional's name and credentials must be indicated within the System so that the Inmate/Resident is not charged for the connection. The Contractor must provide and document a simple procedure for professionals to register a phone number in the System with an appropriate approval process so the County can vet the entries for validity.

2.13. Facial Recognition

- 2.13.1. This software will enable the County to immediately and automatically suspend transmission of the Inmate/Resident and/or public user's camera feed when the software is unable to detect the user's face (eyes, nose, mouth). When this occurs, a visual text is displayed detailing the corrective action that must be performed (i.e., face device's camera) to resume transmission of a suspended camera feed. The camera feed will immediately resume after the corrective action is performed.
- 2.13.2. The Facial Detection software will be configurable to allow authorized staff

members to enable or disable the software in advance based on the specific inmate, public user, or both.

- 2.13.3. The Contractor's Advanced Facial Recognition software is currently being developed by the Contractor and will be provided to the County at no additional cost after testing and certification.

2.14. Investigative Tools

The Contractor will provide investigative tools that are fully integrated with the Contractor's Systems to leverage communication in real-time, without the need to export or transfer data between Systems. The Investigative interface will provide:

- 2.14.1. A secure interface between the County's correctional facilities and external law enforcement agencies. This interface will aid facility staff and investigators with managing case details for specific incidents or individuals.
- 2.14.2. The ability to create new "cases" by System Administrators.
- 2.14.3. After case creation, the ability for authorized users to publish digital, text-searchable case-note assets such as Call Detail Records, call recordings, voicemail messages, electronic and scanned paper documents, text data entries, etc.
- 2.14.4. The ability for investigators to authorize specific County users to have access to specific case data files so that they can assist in investigating.
- 2.14.5. The ability to mark case files as "*Private*" making them accessible only to the investigator.
- 2.14.6. The ability to mark case files as "*Shared*" making them accessible only to the users granted specific access by the investigator.
- 2.14.7. The ability to mark case files "*Public*" making them accessible to anyone with user authorized access to the security domain.
- 2.14.8. A "best known name and address" feature allowing the investigator to query external data sources to locate the "best known name and address" associated with the phone number called by the Inmate/Resident. If located, the address of the telephone called will be displayed through the interface with Google Maps.
- 2.14.9. The ability for all calls not protected by the registered exception call list (professional calls) to be monitored by authorized staff or investigators in real-time through the SmartEcoSystem Dashboard, which can be accessed on-site or remotely by any computer or smart device with an internet connection. Upon login, the authorized user can view all calls in progress and select calls to immediately monitor without the knowledge of the call participants.
- 2.14.10. Watch Lists to monitor all call activity within the Systems to send an immediate alert to the designated investigative staff. Upon receipt of an alert, the authorized investigative staff can log onto the SmartEcoSystem Dashboard to monitor the call and dispatch staff to the telephone location to positively identify the caller.

- 2.14.11. Voice analytics and the ability to alert investigators when certain words are used in a phone or video call. The SmartEvo will use automatic speech recognition technology to process audio from phone and video communications. This technology will output textual representations of the conversations which are then processed using keyword searching techniques. Detection of keywords can be alerted using audible and visual indications, email, text notifications, and through remote call notifications through the Call Watch System.

2.15. Call Recording and Storage

The SmartEvo and SmartVisit Visitation Systems will be configured by the Contractor to provide the following functionality to the County:

- 2.15.1. Record all or selective Inmate/Resident calls or sessions based on Inmate/Resident PIN (Personal Identification Number), called numbers, Inmate/Resident telephone station, video terminal, or Smart Inmate/Resident account.
- 2.15.2. To automatically disable monitoring and recording on registered privileged users (professional calls). If a privileged user (e.g., client/attorney) has accepted a call prior to registering as a privileged user with the County, the Systems will automatically delete any previous recordings as soon as their account is marked as privileged.
- 2.15.3. Recordings will be immediately accessible online through the SmartEcoSystem Dashboard by any computer with internet access. Once logged on, the authorized County users will have the ability to playback and/or download the recordings.
- 2.15.4. Recordings can be downloaded in a compressed .mp3 format that can be emailed as an attachment.
- 2.15.5. Groups of recordings can be assembled into a single set for easy tracking.
- 2.15.6. Five (5) years of searchable voice data recordings must be always available online for the life of the Contract.
- 2.15.7. The ability to download audio/video recordings onto a media storage device (CD, DVD, USB Flash, etc.) using the SmartEcoSystem point and click feature.
- 2.15.8. All call/video detail records and recordings will be stored and backed up on a redundant Storage Area Network (SAN) located in the Smart Communications data facilities in Philadelphia, PA and Tampa, FL.
- 2.15.9. The Contractor's storage systems will scale automatically, eliminating any storage capacity limits. The County will not have a file storage limit.
- 2.15.10. All Call Detail Records and recordings will remain online and immediately available for the full duration of the Contract.
- 2.15.11. The Contractor will configure fully automated daily backups during off-peak hours.

- 2.15.12. The Contractor agrees that all call detail and voice/video recordings for the term of the Contract will be owned by the County and must be easily accessible and supplied upon request. The Contractor agrees this data will remain the property of the County until the expiration of the Contract.
- 2.15.13. The Contractor agrees that when the Contract expires or is terminated in accordance with Section 4 of the Contract, and if requested by the County, the Contractor will work in cooperation with the newly selected vendor to provide all call and video detail and voice recording histories at no charge to the County. The Contractor will not be required to convert files into a new format to accommodate the selected Contractor unless the County or the selected Contractor negotiates an agreeable cost with the Contractor.

2.16. Call Detail Record Analysis and Advanced Reporting

- 2.16.1. The Contractor's SmartEcoSystem Dashboard will provide extensive Call Detail Records and analysis tools for the County to generate a variety of standard and customized reports in real-time. Data can be sorted by available column headings and either printed or downloaded into an Excel, PDF, CSV, HTML, or RTF file.
- 2.16.2. The following built-in standard reports and features will be available to the County from the SmartEcoSystem Dashboard:
 - 2.16.2.1. *Call Summary*: number of calls based on call type which can be filtered by date range and sorted by date.
 - 2.16.2.2. *Call Summary by Phone*: number of calls based on call type per phone.
 - 2.16.2.3. *Inmate/Resident PINs of Special Interest*: PINs of Inmates/Residents assigned to the facilities Watch List.
 - 2.16.2.4. *Phone Usage Statistics*: number of minutes a phone was used during a specific date range including number of call attempts, connections, acceptances, and denials.
 - 2.16.2.5. *Frequently Dialed Numbers*: Phone numbers called during a specific date range based on phone number, total minutes, number of attempts to call (connected, accepted, or denied). Includes links to CDRs and Inmate/Resident PINs used to make the call.
 - 2.16.2.6. *Multiple Inmate/Resident PIN Search*: phone numbers called by multiple Inmate/Resident PINs over a specified date range based on a threshold defined by the County with links to Call Detail Records and Inmate/Resident PINs used to place the calls.
 - 2.16.2.7. *Hot Number Call Detail Records*: CDRs for all phone numbers called on a facility-defined Hot Number/Special Interest Watch List.
 - 2.16.2.8. *Phone Number Search*: Allows the user to determine if a phone

number is on the Global List and/or any Inmate's/Resident's Personal Allowable Number (PAN) list.

- 2.16.3. Call search page customizable reports will provide an extensive set of search parameters allowing the County to locate CDRs and data of interest. Call search criteria can be saved to generate future up-to-date reports. CDR searches may also be filtered based on:
- Facility
 - One or more originating phone numbers
 - Called number/multiple called numbers
 - Inmate/Resident PIN or name
 - Completed calls
 - Specific call terminations or blocking codes
 - Call type: Collect, Prepaid Collect (PPC), Inmate/Resident PIN Debit, Visitation Phone, Free, etc.
 - Recorded calls
 - Calls with three-way call attempts detected
 - Calls with extra DTMF (Dual tone multi-frequency (DTMF) is the sounds or tones generated by a telephone when the numbers are pressed) dialing detected
 - Date/Time range
 - Call duration

2.17. Monthly Commission Reports

- 2.17.1. The Contractor will provide the Monthly Detail Commission Report and the Monthly Summary Report in both a hard copy and an electronic Excel Worksheet format with the County's commission check.
- 2.17.2. **The Monthly Detail Commission Report** must include, but not be limited to, the following items: call activity reflecting actual call detail and volume, telecommunication rates billed per rate filings, and "gross revenue" report by telephone number and location.
- 2.17.2.1. **Report Headings** shall include the Monthly Commission Report for the month/year, time period for the report, report run date and time, telephone number, and settlement date.
- 2.17.2.2. **Report Subheading and Subtotals** shall include Tariff Type, Call Type, Call Count, Minutes, Gross Revenue, Commission Percentage, and Commission Earned (Collect, Prepaid, Debit Card, Debit for Local, Intrastate, Interstate, International, Caribbean, Canadian, Voice Mail and Video Visitation).
- 2.17.2.3. **Report Total and Grand Total** shall include Call Type, Call Count, Minutes, Gross Revenue, Commission Percentage, and Commission

Earned.

- 2.17.3. **The Monthly Summary Commission Report** shall include, but not be limited to, the following items: total number of minutes of usage of Collect, Prepaid, Debit Card, Debit for Local, Intrastate, Interstate, International, Caribbean, Canadian, Voice Mail and Video Visitation calls.

2.18. Integrate with other County systems

- 2.18.1. The Contractor will finance, test, and implement a data sharing interface with the current IMACS Jail Management System (JMS).
- 2.18.2. The Contractor will also finance, test, and implement a data sharing interface with the new County Jail Management System when the County certifies it is ready.
- 2.18.3. The Contractor will test and update the interface with the County's new Jail Management System once it is ready and will continue working with the County and the County's Jail Management vendor until the interface is approved by the County.
- 2.18.4. The Contractor will provide the County's Jail Management System vendor with the program coding and all technical assistance necessary to enable the County's Jail Management system to receive financial transaction data and to send back financial transaction data, as well as provide the Inmate/Resident identifying information necessary to associate payments made from the public with individual Inmates/Residents.

2.19. Setting up Pre-Paid Accounts

- 2.19.1. The Contractor's SmartEvo will provide an automated operator and collect, pre-paid and debit, local, domestic, and international call capabilities for Inmates/Residents to stay in contact with their family and friends.
- 2.19.2. Pre-paid accounts will include alternate billing options for pre-paid collect, PIN debit, debit cards, and direct billing.
- 2.19.3. The County will have the option for the Contractor to program SmartEvo to permit Inmates and Residents to complete their first call attempt before providing the called party with immediate access to the Contractor's Customer Service Representatives for account setup.
- 2.19.4. The Pre-Paid Collect (PPC) account option will offer Inmate/Resident family and friends the ability to place funds directly into their personal account for the Inmates/Residents to call them. PPC accounts can be funded through the following options:
- 2.19.4.1. Live Representative at the Smart Communications Customer Service Center at 1-888-843-1972.
- 2.19.4.2. Interactive Voice Recognition System (IVR) at 1-888-843-1972.

- 2.19.4.3. Secure website at smartinmate.com.
- 2.19.4.4. On-site Kiosks.

3.0 Systems Implementation

Pursuant to the terms and conditions in the Contract and this Exhibit, the Contractor will design, furnish, and install the Inmate Telephone System, the Video Visitation System, and the Investigative Tools as described herein. Contractor shall operate and maintain the Systems from the time the Systems are fully implemented for use and go live on April 4, 2022, through the duration of the Contract.

3.1 Initiation Phase

- 3.1.1 The Contractor's Project Manager will coordinate an introductory call with the County's Project Manager to schedule a date for the Contractor to conduct an initial on-site planning meeting and facility site survey. The Planning meeting will include:
 - 3.1.1.1 Confirmation of project scope.
 - 3.1.1.2 Verification of objectives and requirements.
 - 3.1.1.3 Review of high-level implementation timeline.
 - 3.1.1.4 Review of the facilities' existing Inmate/Resident communication procedures.
 - 3.1.1.5 Review of the facilities' IT requirements (internet access, operating systems, browsers, firewalls, network security).
 - 3.1.1.6 Review of integration requirements for the County's Jail Management System.
 - 3.1.1.7 Installation action plan, time schedule, and security concerns.
 - 3.1.1.8 A site survey will be conducted to identify electrical and cabling requirements, network design, installation points for hardware and a review of the County's Jail Management System to determine integration requirements.
- 3.1.2 The Contractor Project Manager will present a project plan to the County's Project Manager within five (5) days after the site surveys are complete. The project plan schedule will identify all tasks, activities, responsibilities, and dates for approval by the County Project Manager. The County Project Manager will create an Implementation Plan based on the County's resource availability. The County's Network System Analyst may inspect off-site preparation, fabrication, or execution of work as it relates to the Deliverables in this Exhibit. All new installations shall be performed in such a way as to minimize disruption of service during the cut over.

3.2 Planning Phase

The Contractor's Provisioning Manager will prepare a Provisioning Design Document detailing the network design, infrastructure, architecture, hardware specifications, voice and data facility specifications, and resources needed to complete the tasks. The Contractor and County project teams will meet to review and approve the final Provisioning Design Document. The following information will be included within the Provisioning Design Document:

- 3.2.1 Site and shipping address for equipment
- 3.2.2 County contact name, phone number, and email address of individual receiving the Contractor's shipment(s) at the County
- 3.2.3 Advanced notification for site entry
- 3.2.4 Verification of Background Checks
- 3.2.5 Tool checks and escort requirements
- 3.2.6 Condition of existing facility wiring
- 3.2.7 Type of existing phones and new back plate requirements
- 3.2.8 Telephone handset cord length requirements
- 3.2.9 TTY device quantity and installation locations
- 3.2.10 Inmate/Resident and Visitation Kiosk locations
- 3.2.11 Inmate/Resident and Visitation Kiosk handset length
- 3.2.12 Telephone/Data Equipment Room Details:
 - 3.2.12.1 Room number, location, and dimensions
 - 3.2.12.2 Location of telephone
 - 3.2.12.3 Distances between telephone Demarc and communications equipment
 - 3.2.12.4 Distance between main telephone/data room and intermediate distribution rooms
 - 3.2.12.5 Inside cable/fiber requirements
 - 3.2.12.6 Cabinet or rack mount requirements
 - 3.2.12.7 Power and surge protection requirements
 - 3.2.12.8 Telecom block type and backboard space requirements
 - 3.2.12.9 Distances between telecom blocks and communications equipment installation
 - 3.2.12.10 HVAC requirements
- 3.2.13 Information Technology (IT) Details/Requirements:
 - 3.2.13.1 IT Project Manager name, phone number, and email address
 - 3.2.13.2 Facility workstation access, operating Systems, and browser requirements
 - 3.2.13.3 Facility network and firewall requirements.

3.3 Execution Phase

The Execution Phase will begin after the Project Plan has been approved by the County. The Contractor will complete the following Execution Phase steps:

- 3.3.1 All necessary hardware materials will be ordered except for the broadband circuits. Those will be ordered during the Initiation Phase. The delivery time for circuits is approximately three (3) to six (six) weeks and must be received before installation can be started.
- 3.3.2 Hardware will be assembled, pre-configured, tested, packaged, and shipped to the County. Materials will be scheduled for delivery just prior to the start of implementation. Hardware will be shipped to the County's Main Jail Facility at no charge to the County.
- 3.3.3 The Contractor's interface to the County's Jail Management System will be designed, developed, implemented, and fully tested.
- 3.3.4 The Contractor will setup all the County's configurations into the County's interfacing applications including user accounts, administration security, assets, and Dashboards.
- 3.3.5 The Contractor will complete the following data load tasks:
 - 3.3.5.1 Request Inmate/Resident PINs, PANs, and account balance data from the current vendors and verify and load the data into the Contractor's Systems.
 - 3.3.5.2 Analyze and scrub existing Inmate/Resident PIN, PAN, and account balance data and load into the SmartEvo System.
 - 3.5.3.3 Load Facility specific automated operator announcement and voice prompts into the SmartEvo System.
- 3.3.6 The Contractor will complete installation of network equipment, Inmate/Resident phones, video visitation stations, video visitation Kiosks, etc.
- 3.3.7 The Contractor will coordinate the final configuration and performance measurements of the Systems with the County
- 3.3.8 The Contractor will provide a documented test script which will be executed with the County. The test results must be approved by the County prior to cut over to the Contractor's System.
- 3.3.9 The Contractor will provide comprehensive on-site training for the County's staff relating to the administration, operation, and reporting of the Systems.
- 3.3.10 The Contractor's Systems and carrier lines shall be fully tested and working at each site prior to the actual cut over.
- 3.3.11 Removal of the current vendor's telephone equipment and carrier services shall be coordinated with the installation of Contractor's Inmate/Resident Systems and carrier services to provide a seamless flash cut over.
- 3.3.12 Contractor shall provide a fully manned, certified, trained implementation team for the cut over. If determined by County, the actual cut over may take place

- after 5:00 p.m. on a weekday or during the weekend at no cost to the County. Contractor is responsible to commence, to cease, or to resume work at County's direction.
- 3.3.13 Contractor shall provide a connection block at each site's Demarc at their expense. Contractor shall pay for all costs associated with the installation of new telephones, the server, associated auxiliary equipment, maintenance, carrier services, repair, and any labor costs from Contractor's Demarc to the County's locations. The County shall provide station cabling, conduit, and electrical service.
- 3.3.14 The installation, use and costs associated with communication lines to provide service to the County's Inmate/Resident Telephone locations shall be the sole responsibility of Contractor; provided that the County shall supply Contractor with all necessary cooperation, including, without limitation, a right to access the County's facilities and connect to the County's cabling and electrical services.
- 3.3.15 Contractor shall install new telephones, pedestals, and/or wall mountings as directed by County. Replacement of telephones, pedestals, and mountings will be done at Contractor's expense, including labor. Installation of jacks and mounting cords causing obstructions to walkways and the use of wall, floor, and wire moldings, etc., are prohibited. Under no circumstances will openings for telephone jacks be larger than the actual size of the jack cover being provided.
- 3.3.16 Contractor shall conduct tests and inspections after installation has been completed to ensure that all installation requirements have been met. Contractor shall perform a complete Systems checkout, including all interfaces to local central offices and verification of carriers, immediately following each cut over. All work will be done in accordance with the manufacturers' specifications and the specifications herein.
- 3.3.17 The County's Network System Analyst will be present at the time of Systems testing, will review test results, and is to be kept informed of problems and how they are being resolved.
- 3.3.18 Contractor shall notify the County Network System Analyst when the installation work has been fully completed, following the specifications herein, and when it is ready for inspection and acceptance.
- 3.3.19 Contractor will setup the following System Configurations for the County:
- 3.3.19.1 SmartEvo Dashboard
 - 3.3.19.2 SmartEvo Inmate/Resident Telephone System
 - 3.3.19.3 SmartEvo Inmate/Resident Video Visitation System (schedules, restrictions, etc.)
 - 3.3.19.4 Administration and User Accounts
 - 3.3.19.5 Assign Assets (VoIP gateways, Kiosks, tablets, access points, network equipment etc.) to the SmartEvo System Dashboard

- 3.3.19.6 Customer Care Center for Inmate/Resident family and friends support, payment options, and “Intouch” hotline
- 3.3.19.7 Technical Support Center Ticketing System
- 3.3.19.8 Interfaces with the County’s Jail Management System and commissary providers
- 3.3.19.9 Lobby payment Kiosk
- 3.3.19.10 System network monitoring and reporting facilities
- 3.3.20 Contractor shall provide, at no cost to County, written documentation to display and give to Inmates/Residents and their family and friends, explaining that the inmate/resident telephones and video visitation stations will be serviced by a new vendor. The Contractor shall also provide County with these documents in an electronic format through email. The written and digital documentation shall be provided at least 15 days prior to cut over and shall explain the procedures to establish pre-paid accounts.
- 3.3.21 If requested by County, Contractor shall supply and install, at no expense to the County, all telephone signage for each telephone location as directed by County. All newly proposed signs must be approved by the County prior to installation, unless required by law or regulation.
- 3.3.22 All telephones shall provide Inmates/Residents with verbal dialing instructions as customized by Contractor in accordance with the County’s instructions. In addition, the phones shall state “COLLECT OR PREPAID CALLS ONLY, DESTRUCTION OF THIS PROPERTY WILL RESULT IN CRIMINAL PROSECUTION”.
- 3.3.23 The Contractor shall provide and maintain a current listing of all public Inmate/Resident telephone and video systems. Such list will also include, but not be limited to, the following information: site location (including address and city), facility name, floor and room number, and a description of location within a room by equipment type, model name, and number.

3.4 Installation Phase

The Contractor will perform the following installation steps and testing prior to the County’s cut over date of April 4, 2022:

- 3.4.1 Installation at the *Main Jail Facility*:
 - 3.4.1.1 Test and accept installed broadband data circuits.
 - 3.4.1.2 Install network equipment hardware in the main telephone and distribution rooms (equipment rack, firewall, switch, PoE switches, media server, UPS, VoIP Gateways, Terminal Blocks, etc.).
 - 3.4.1.3 Install administrative computers.
 - 3.4.1.4 Install and test Inmate telephone hardware.
 - 3.4.1.5 Install and test visitation phone hardware.
 - 3.4.1.6 Install and test Inmate TTY hardware.

- 3.4.1.7 Install and test Inmate VRS hardware.
- 3.4.1.8 Remove existing Inmate visitation Kiosks and install and test new Inmate visitation Kiosks.
- 3.4.1.9 Remove existing video visitation Kiosks and install and test new video visitation Kiosks.
- 3.4.1.10 Install and test new mobile visitation Kiosks.
- 3.4.1.11 Remove existing video visitation registration terminal and install and test new video visitation registration Kiosk.
- 3.4.1.12 Install and test lobby deposit Kiosk.

- 3.4.2 Installation at the *East Annex Jail Facility*:
 - 3.4.2.1 Test and accept installed broadband data circuits.
 - 3.4.2.2 Install networking equipment hardware in the main telephone and distribution rooms (equipment rack, firewall, switch, UPS, VoIP Gateways, Terminal Blocks, etc.).
 - 3.4.2.3 Install and test Inmate telephone hardware.
 - 3.4.2.4 Install and test visitation phone hardware.
 - 3.4.2.5 Install and test Inmate TTY hardware.
 - 3.4.2.6 Install and test VRS hardware.

- 3.4.3 Installation at the *Children's Village Facility*:
 - 3.4.3.1 Install cabling and conduit for video visitation Kiosks.
 - 3.4.3.2 Test and accept installed broadband data circuits.
 - 3.4.3.3 Install networking equipment hardware in main telephone and distribution rooms (equipment rack, firewall, switch, UPS, VoIP Gateways, Terminal Blocks, etc.).
 - 3.4.3.4 Install and test Resident telephone hardware.
 - 3.4.3.5 Install and test video visitation booths.
 - 3.4.3.6 Install and test new Resident visitation Kiosks.
 - 3.4.3.7 Install and test new video visitation Kiosks.

3.5 User Training

The Contractor will provide sixteen (16) hours of on-site training and materials at no cost to the County for the following training sessions:

- 3.5.1 *Introduction and Overview* Session for General Staff including
 - Accessing and navigating the Systems
 - Logging in, logging out, and changing passwords
 - Accessing online help
 - Contacting Technical Support

- 3.5.2 *Facility User Administrator Session* for Staff Administrators including:
- Creating User Accounts
 - Assigning and administrating permissions
 - Requests and Grievances
 - Inmate/Resident documents and video download
 - User Management report features
 - Auditing and activity tracking
 - User Management report features
 - Provide hardcover and electronic complete user guides for all session application features and functions, including operational manuals and station-user manuals
- 3.5.3 *Inmate Administration Session* for Staff Administrators including:
- Adding and changing Inmate/Resident accounts and PINS
 - Suspending or inactivating Inmate/Resident accounts and PINS
 - Adding and editing device access based on location
 - Generating standard and custom reports
 - Inmate/Resident administration reports
- 3.5.4 *Investigation and Monitoring Session* for Investigators including:
- Monitoring Inmate/Resident activity use
 - Recognizing trends in Inmate/Resident activity
 - Adding and sharing notes
 - Setting up system alert
- 3.5.5 *System Administration Session* for System Administrators including:
- Time-saving tips and tricks
 - System maintenance and upgrades
 - Reporting an issue and creating a trouble ticket for Contractor
 - Issue prioritization and escalation levels
- 3.5.6 The Contractor’s training sessions will enable the County’s staff to use all the features on the first day of installation and will ensure the appropriate County staff receives all necessary training prior to “going live”.

3.6 Production Cut Over

The Contractor and the County will cut over to the Systems on April 4, 2022, as follows for the Main Jail, East Annex, and Children’s Village facilities:

- 3.6.1 The cut over for all facilities will take place off-hours to minimize service outage risk. Each inmate telephone will be cut over by a team consisting of two (2) technicians. One (1) technician will move the single wire pair from the incumbent’s punch-down block to the SmartEvo punch-down block while the other technician tests the phone to ensure proper functionality.

3.6.2 After the Inmate/Resident telephones and video visitation Systems have all cut over, the Contractor's Telephone SmartEvo and Video Visitation Systems will be put into service by the Contractor.

3.7 Testing Phase

- 3.7.1 The Contractor and the County will collaborate and produce a County User Acceptance Form consisting of the following items to be approved and accepted by the County:
- 3.7.1.1 Final Systems configuration
 - 3.7.1.2 County user training
 - 3.7.1.3 Systems performance
 - 3.7.1.4 Inmate/Resident Telephone System
 - 3.7.1.5 Inmate/Resident Video Visitation System
 - 3.7.1.6 Investigative Tools for the County
 - 3.7.1.7 Friends and Family Communication, Recordings, and Customer Support

3.8 Quality Assurance and Acceptance

- 3.8.1 The Contractor will monitor its Systems remotely to ensure functionality and optimal performance.
- 3.8.2 An on-site Contractor technician will be available to address any issues with its Systems and provide technical support throughout the life of the Contract.
- 3.8.3 The County will perform User Acceptance Testing within two (2) weeks of Systems cut over.
- 3.8.4 The Contractor and County will work together to resolve any issues discovered during User Acceptance Testing.
- 3.8.5 After the cut over tasks are complete, a seven (7) day Customer Acceptance Period will begin. During the acceptance period, the Contractor's Network Operations Center (NOC) will remotely monitor the new Systems to ensure functionality and optimal performance. An on-site Contractor technician will also be available during the acceptance period to address any issues with the Systems and to provide additional support to the County.
- 3.8.6 The following functionality tests will be verified/confirmed by the County for acceptance:
- 3.8.6.1 Each SmartEvo phone is providing excellent call and audio quality.
 - 3.8.6.2 Calls are not being lost.
 - 3.8.6.3 Call lengths are correct.
 - 3.8.6.4 Call prompts function correctly in both English and Spanish.
 - 3.8.6.5 Call rates are correct, and calls are being rated properly.
 - 3.8.6.6 Prepaid payments are credited to the accounts properly.
 - 3.8.6.7 SmartEvo phone scheduling features are functioning properly.

- 3.8.6.8 Privileged and restricted numbers are loaded and configured properly.
- 3.8.6.9 Equipment recording and monitoring features are functioning properly.
- 3.8.6.10 SmartVisit VVS application is working correctly
- 3.8.6.11 Each Video Visitation Kiosk is providing excellent video and audio quality.

3.8.7 User Acceptance Testing Form must be completed and signed by the County within four (4) weeks of Systems cut over.

4.0 Pricing and Commission

- 4.1 The County has no payment obligation to the Contractor for the Deliverables described herein.
- 4.2 Contractor shall issue commission checks and reports to the County on the fifteenth (15) day of the month for the previous month's billing activity. Contractor will mail the checks to:

**OAKLAND COUNTY DEPARTMENT OF TECHNOLOGY
TELEPHONE COMMUNICATIONS FUND
Bldg. 49W, Dept. 421
1200 N. Telegraph Rd.
Pontiac, MI 48341-0421**

- 4.3 The percentage of commission paid by Contractor to Oakland County may be updated by executing a mutually agreed upon Contract amendment.
- 4.4 The Contractor agrees that customers will be charged the lowest possible fees for video visitation per minute, in 30-minute intervals.
- 4.5 All calling rates are subject to changes initiated by the FCC. All rates shall be consistent with and comply with all applicable FCC rules and regulations, and in no event shall rates exceed amounts established by the FCC.
- 4.6 The Contractor will submit written notification to Oakland County Sheriff's Office within thirty (30) days of any proposed changes in FCC regulated and unregulated telecommunication rates and/or proposed commission rate increases for the County. The Contractor's written notification will include a copy of the FCC rate filing detailing all surcharges, connection charges, and rates.
- 4.7 Commission payments to Oakland County by Contractor will be based on a fixed (not tiered) percentage rate of all monthly "gross revenues." "Gross revenues" means the total revenue from collect billable calls, un-billable calls, and bad debt calls. Additional exclusions or hidden revenue reductions by Contractor are prohibited.

4.8 A Contract amendment must be executed by the Contractor and the County for any changes to rates or fees charged by the Contractor to Inmates/Residents and Friends and Family.

4.9 The Contractor will charge the following rates/service fees:

4.9.1 Phone Fees (based on FCC recommended rates):

Type of Call	Rate per Minute	Monthly Commission Paid to Oakland County
Local Station to Station	\$0.16	75%
Intracell	\$0.16	75%
Intraplate	\$0.16	75%
Intrastate	\$0.16	75%
Interstate	\$0.16	75%

4.9.2 Phone Fees for International Calls:

Type of Call	Rate per Minute	Monthly Commission Paid to Oakland County
International Prepaid & Debit Calling Rates	\$0.16	75%

4.9.3 Video Visitation Rates:

Type of Call	Rate per Minute	Monthly Commission Paid to Oakland County
Video Visitation	\$0.16	75%

4.9.4 Service Fees for Family and Friends:

Type of Service Fee	Service Fee Cost
Pre-Paid Funding Fee - IVR or Website per transaction.	\$1.50 - \$3.00
Pre-Paid Funding Fee - Live Agent per transaction.	\$3.00
Mail in Payment	\$0.00 No Charge



Western Union Payments	\$0.00 No Charge
Inmate/Resident Purchase from Trust Account	\$0.00 No Charge
Deposit service fee Cash deposits up to \$300 via lobby Kiosk	\$0.00 No Charge
Deposit service fee Debit/Credit deposits up to \$300 via lobby Kiosk	\$3.95 per deposit
Deposit service fee Debit/Credit deposits via Web or mobile app \$0.01 - \$19.99	\$3.95 per deposit
Deposit service fee Debit/Credit deposits via Phone \$0.01 - \$19.99	\$3.95 per deposit
Deposit service fee Debit/Credit deposits via Web or mobile app \$20.00 - \$99.99	\$6.95 per deposit
Deposit service fee Debit/Credit deposits via Phone \$20.00 - \$99.99	\$6.95 per deposit
Deposit service fee Debit/Credit deposits via Web or mobile app \$100.00 - \$199.99	\$8.95 per deposit
Deposit service fee Debit/Credit deposits via Phone \$100.00 - \$199.99	\$8.95 per deposit
Deposit service fee Debit/Credit deposits via Web or mobile app \$200.00 - \$300.00	\$9.95 per deposit
Deposit service fee Debit/Credit deposits via Phone \$200.00 - \$300.00	\$9.95 per deposit

4.9.5 Inmate/Resident Account Fees:

Type of Inmate/Resident Trust Account Fee	Account Fee
Pre-Paid Funding Fee - IVR or Website per transaction.	\$1.50 - \$3.00
Pre-Paid Funding Fee - Live Agent per transaction.	\$3.00
Mail in Payment	\$0.00 No Charge
Western Union Payments	\$0.00 No Charge



Inmate/Resident Purchase from Trust Account	\$0.00 No Charge
Deposit service fee Cash deposits up to \$300 via lobby Kiosk	\$0.00 No Charge
Deposit service fee Debit/Credit deposits up to \$300 via lobby Kiosk	\$3.95
Deposit service fee Debit/Credit deposits via Web or mobile app \$0.01 - \$19.99	\$3.95
Deposit service fee Debit/Credit deposits via Phone \$0.01 - \$19.99	\$3.95
Deposit service fee Debit/Credit deposits via Web or mobile app \$20.00 - \$99.99	\$6.95
Deposit service fee Debit/Credit deposits via Phone \$20.00 - \$99.99	\$6.95
Deposit service fee Debit/Credit deposits via Web or mobile app \$100.00 - \$199.99	\$8.95
Deposit service fee Debit/Credit deposits via Phone \$100.00 - \$199.99	\$8.95
Deposit service fee Debit/Credit deposits via Web or mobile app \$200.00 - \$300.00	\$9.95
Deposit service fee Debit/Credit deposits via Phone \$200.00 - \$300.00	\$9.95

5.0 Roles and Responsibilities

5.1 Contractor Responsibilities:

- 5.1.1 Contractor will be responsible for providing the services and Deliverables outlined in this Exhibit.

- 5.1.2 Contractor shall have appropriate staff available during conference calls.

5.2 County Responsibilities – County shall:

- 5.2.1 Have County personnel available during regular business hours to assist in the implementation of the Systems.
- 5.2.2 Ensure that the computers and tablets meet the minimum hardware specifications and have the necessary software installed.
- 5.2.3 Ensure that the computers and tablets are properly licensed, and the browsers are properly configured.
- 5.2.4 Ensure that any ancillary access devices such as signature pads, printers and Wi-Fi cameras are configured.

6.0 Service Level Commitment & Support Deliverables

- 6.1 Contractor shall provide County with:
 - 6.1.1 A live person for telephone support.
 - 6.1.2 Monitored email support.
 - 6.1.3 Remote assistance using Remote Desktop and a Virtual Private Network where available.
 - 6.1.4 Ongoing security patches and Systems health checks.
 - 6.1.5 Appropriate notification prior to all scheduled maintenance.
 - 6.1.6 A target service availability of 99.95%.
- 6.2 The County shall:
 - 6.2.1 Have a representative available to communicate with Contractor when Contractor is working to resolve a service-related incident or request.
 - 6.2.2 Isolate and rectify technical faults within its own Network infrastructure, equipment, and software.

7.0 Service Management

- 7.1 Software and Security Maintenance. The Contractor will keep the workstations and servers located at the County current with the latest software and security patches as follows:
 - 7.1.1 Quarterly releases of major application upgrades.
 - 7.1.2 Yearly major application version upgrades.
 - 7.1.3 Minor application fixes shall be applied as needed to incorporate urgent client feature requests.
 - 7.1.4 System security patches will be applied at least quarterly
- 7.2 The Contractor will notify the County at least seven (7) days prior to any upcoming planned support and maintenance outages for the following:

- 7.2.1 Routine scheduled maintenance, and
- 7.2.2 Planned Systems service outage to conduct necessary maintenance and upgrades to software, and release any non-critical updates (e.g., Microsoft Windows patches).
- 7.3 In circumstances where an emergency service outage is required, the Contractor reserves the right to undertake the service outage without notice. In such cases, the Contractor shall notify the County as soon as reasonably possible. An example of such case is where a third party has released a security patch that is a critical security concern that must be applied as soon as possible.

7.4 Contractor Service Availability

- 7.4.1 Contractor shall provide telephone support to the County 24 hours a day/7 day a week for all urgent/critical issues via the support line at 1-844-346-0988, option 3.
- 7.4.2 Contractor shall provide email support to the County for non-urgent/non-critical issues through <https://support@smartco.US> (select the “Support” link).
- 7.4.3 Contractor shall provide Inmates/Residents, Inmate’s/Resident’s Family/Friends, or Public End Users support through www.SmartJailMail.com (select the “Support” button).

8.0 Service Requests

The Contractor will respond to service-related incidents submitted by the County within the following time frames:

Priority Level	% Of Service Affected	Required Time to Respond	Target Resolution Time	Client Update	Contractor Escalation Path
P1	Greater or equal to 30%	2 hours	Less than 8 hours	Every 3 hours	Immediately escalated up to Service Level 3 – VP of Network Operations

P2	Greater or more than 5% and less than 30%	4 hours	Less than 24 hours	Every 6 hours	P2 issues not resolved within 24 hours are automatically escalated to Service Level 2 – Network Operation Manager
P3	Less than 5%	8 hours	Less than 48 hours	Every 24 hours	P3 issues not resolved within 48 hours are automatically escalated to Service Level 1 – Tech Support Manager

- 8.1 The Contractor guarantees that a Field Service Technician will be sent on-site to the County location within six (6) hours of being notified by the Contractor.
- 8.2 The Contractor’s Customer Care Center will provide all levels of assistance to friends and family.
- 8.3 The Contractor’s Customer Care Center will be available twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days per week, using the toll-free number 888-843-1972. All calls will be answered by a live, fully trained, U.S. based representative.
- 8.4 The County will utilize the Contractor escalation table as needed.

Title	First and Last Name	Authority Level	Phone	Email Address
Account Manager	Brian Apgar	0	727-337-2804	brian.apgar@smartcommunications.us
Services Directory Customer Care Call Center	Kellanie Anderson	0	888-253-5178	kellanie.anderson@smartcommunications.us
Technical Support Center Manager	Showna Gantt	1	844-346-0988	showna.gantt@smartcommunications.us
Senior Technician/	James Brokaw	2	865-712-0714	james.brokaw@smartcommunications.us



Provisioning Manager				
Project Manager	Terry Whiteside	2	732-996-0204	terry.whiteside@smartcommunications.us
Networks Operations Manager	Cynthia Hoos	2	856-910-1160 Ext. 2578	cynthia.hoos@smartcommunications.us
VP of Network Operations	Tomas Spadaro	3	856-910-1160	Thomas.spadaro@smartcommunications.us

8.5 Service Change Requests

A Service Change Request includes programming, analytical reporting, or any other request the County deems necessary. The timeline for Requests for Changes will be negotiated between the County and the Contractor.

- 8.5.1 The Contractor will designate a specific employee who will be assigned as a liaison to the Oakland County Sheriff’s Office for phones, video visitation equipment, and Kiosks.
- 8.5.2 The County will designate a specific staff member to serve as the liaison for Service Change Requests submitted to Smart Communications by the County.
- 8.5.3 Service Change Requests will be submitted by email from the designated County liaison to the designated Smart Communications liaison by using the **Oakland County Sheriff’s Office Smart Communications Service Change Request Form** (refer to Attachment A). The form will include Communication Escalation Procedures for both the Contractor and the County.
- 8.5.4 The Contractor’s liaison must acknowledge the receipt of any Service Change Request Form from the County by email, regardless of subject matter, within two (2) business days.
- 8.5.5 The Contractor’s liaison must respond to the Service Change Request Form by email within two (2) business days of the acknowledgement to advise the County liaison of the planned course of action.
- 8.5.6 The Contractor and the County will work together to determine if the Service Change Request can be implemented.
- 8.5.7 The Contractor and the County will work together to plan, test, and implement Service Change Requests approved by the Contractor and the County as needed.

9 Data Storage, Backup & Security

9.1 Backup

- 9.1.1 The Contractor will perform full encrypted off-site backups of all the County's data to a secure off-site location every four (4) hours for the term of the Contract.
- 9.1.2 The Contractor will restore full service to the County within twenty-four (24) hours of initial service loss.
- 9.1.3 The Contractor will provide an uninterruptable power supply with at least ten (10) minutes of backup power in each facility's communication room in the event of a power failure.
- 9.1.4 Contractor will utilize redundant internet services, multiple power feeds, and provide battery backup and generator power in the event of an emergency.
- 9.1.5 All network components will be redundant with automatic failover to prevent unexpected downtime.
- 9.1.6 The Contractor's servers will utilize internal redundancy such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to a different electrical circuit and cross-connected to mesh traffic.
- 9.1.7 The County reserves the right to schedule a Disaster Recovery test at the Contractor's expense.

9.2 Security

- 9.2.1 Access to the Contractor's facilities is restricted to the Contractor's IT staff with a specific need to enter.
- 9.2.2 Within the Contractor's SmartEcoSystem Dashboard, each administrative user will have their own named account, which can be assigned to one or more pre-defined user roles, or individual security keys as needed.
- 9.2.3 In addition to and without limiting any requirement or obligation in the Contract, the Contractor is subject to and shall maintain Payment card industry (PCI) compliance, which includes annual self-assessments (SAQ-D) and quarterly security scans of in-scope systems using a qualified scanning agent. PCI compliance is mandated by credit card companies to help ensure the security of credit card transactions in the payments industry.
- 9.2.4 The Contractor's SmartEcoSystem Dashboard will maintain its own independent user database and web-based authentication.
- 9.2.5 A web browser is required for County users to access the Contractor's Systems. Any workstation capable of running at least Internet Explorer 11 or Google Chrome will be able to access the Contractor's web-based management console. The County acknowledges that the web browser requirements are subject to change as browser vendors drop support for older versions. The Contractor will provide virus protection methodologies for all hardware including advanced

threat protection at multiple layers including network boundaries, individual servers, and application firewalls, pursuant to PCI requirements. Active and passive virus scans will be continuously in place on all servers that service the Contractor's Systems.

9.3 **Data Storage**

- 9.3.1 The Contractor will convert and import the last two (2) years of data from the previous contractor into the Contractor's database at no charge to the County by May 4, 2022.
- 9.3.2 The Contractor will store the imported two (2) years of the previous contractor's data at no charge to the County.
- 9.3.3 New recordings of voice conversations, including video visitation visits and Call Detail Records, shall be stored online using RAID Disk array or County approved cloud storage technology.
- 9.3.4 The Contractor will back up the data storage offline in a secure location for the term of this Contract.