

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a thirty-six month term and supply contract with two twelve-month options to extend for the furnishing of inmate pay telephone services for use by the Department of Corrections to Smart Communications Holding, Inc., of Seminole, FL, under the terms and conditions of Request for Proposals No. 11-22, for a commission payable to the County.

RESOLUTION NO. 21098, November 21, 2022

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Department of Corrections has a continuing need to provide pay telephone service to those confined by the department; and,

WHEREAS, the Director of Finance and Purchasing has solicited proposals on Request for Proposals No. 11-22 for the furnishing of inmate pay telephone service; and,

WHEREAS, a total of five notifications were distributed and viewed, and four responses were received and evaluated as follows:

<u>BIDDER</u>	<u>POINTS AWARDED</u>
Smart Communications Holding, Inc., Seminole, FL	93.6
Securus Technologies, LLC, Dallas, TX	75.8
Inmate Calling Solutions LLC, San Antonio, TX	64.4
Global Tel Link Corporation, Reston, VA	59.4

and,

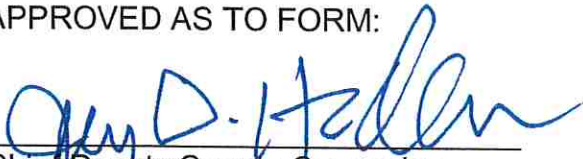
WHEREAS, pursuant to section 1054.6, Jackson County Code, 1984, the Directors of Finance and Purchasing and Corrections recommend the award of contract to Smart Communications Holding, Inc., of Seminole, FL, under the terms and conditions of Request for Proposals No. 11-22, as the best bidder meeting specifications, as set out in the attached Request for Legislative Action; and,

WHEREAS, Smart Communications Holding, Inc., will provide these services at no cost to the County and will pay a commission to the County based on the revenue earned; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made as recommended by the Directors of Finance and Purchasing and Corrections and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21098 of November 21, 2022 was duly passed on December 5, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9


Nays 0

Abstaining 0

Absent 0

12/5/2022

Date



Mary Jo Spino, Clerk of Legislature



CONTRACT

Date: March 8, 2023
File No: 23-CRO-0267
COMMUNICATIONS

CONTRACTING PARTY/VENDOR: SMART HOLDING, INC.

TYPE OF CONTRACT: Resolution

RESOLUTION/ORDINANCE NO: R. 21098

SUBJECT MATTER: 2022 Inmate Pay Telephone Services

CONTRACT AMOUNT: \$0.00

NUMBER OF ORIGINALS: 2

ORIGINATING DEPARTMENT: Department of Collections

CONTACT PERSON: Wells, Deloris M

Department	Date Sent To Department	Dated Returned To Counselor
Originating Dept.	3-10-23	3-10-23
Counselor	3-8-23	3/10/23 <i>PA</i>
Finance	3-10-23	3-10-23
Clerk	3-10-23	3-10-2023
Executive		
Other Signature Needed (Optional)	N/A	N/A

NOTES:

**Return (3) To:
County Counselor's Office, X13355**

AGREEMENT TERMS FOR INMATE COMMUNICATION SERVICES

Jackson County Sheriff's Office INMATE COMMUNICATION SERVICES AGREEMENT

INTRODUCTION

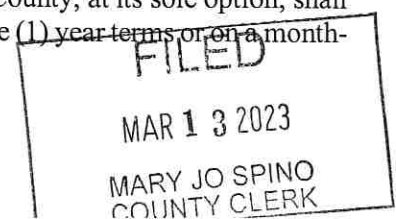
Smart Communications Holding, Inc. with its principal place of business located at 10491 72nd Street, Seminole, FL 33777, (hereinafter "Contractor") and the Jackson County Sheriff's Office with its principal place of business at 1300 Cherry Street, Kansas City, MO 64106 (hereinafter "Jackson County") hereby agree to execute this Inmate Telephone Service Agreement ("Agreement"), effective March 15, 2023 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to RFP # 11-22, Jackson County hereby awards this Agreement to Contractor and provides Contractor the exclusive right and privilege to install and operate all inmate communication services (Inmate Telephone Service, Video Visitation Services, and Tablets) and related equipment at Jackson County's facility. **Questionnaire, Mandatory Requirements (Q-59IJ)** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1**. Details surrounding Jackson County's Facility and required equipment is found in **Attachment 1 – Section I (Facility Specifications)**. Contractor shall, at no cost to Jackson County, provide all wiring for the inmate telephones, install the inmate telephones, the related hardware and software specifically identified herein, to enable inmates at the Facility to make free, direct bill, pre-paid and/or debit local, long distance, and international calls from the Facility pursuant to the terms set forth herein.
- 1.2. Contractor shall provide turnkey video visitation solution (VVS) which shall include, without limitation, automated scheduling software, 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 Jackson 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 Facility.
- 1.3. Contractor shall provide correctional-grade mobile device/tablet solution ("Tablets") at no cost to Jackson County. At a minimum, Tablets shall have the capability to access to various applications, including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances, and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets.
- 1.4. Contractor shall provide County with other required technologies as described herein. Contractor shall provide voicemail (inbound), voice biometrics, automated information system (AIS), data analytics, and a Digital Mail Solution (offsite).

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of three (3) years with an expiration date of March 14, 2026 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Jackson County for any contractual commitment in excess of the Initial Term. However, Jackson County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1) year terms, or on a month-



to-month basis (not to exceed twelve (12) months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event Jackson County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications, including, but not limited to, the features and functionalities of the inmate telephone system ("ITS"), video visitation solution ("VVS") and correctional-grade mobile devices/tablets ("Tablets") listed in the **Attachment 1 – Mandatory Requirements**. If Jackson County designates an agent to act on Jackson County's behalf ("Designated Agent"), Contractor shall follow Jackson County's direction in working with such Designated Agent.

NEGOTIATED TERMS

4. PERFORMANCE AND MATERIALS BOND

- 4.1. Contractor shall furnish a Performance and Materials Bond in the form of a bond issued by a Surety Company authorized to do business in the State of Missouri a Cashier's Check, or Irrevocable Letter of Credit payable to Jackson County within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Performance and Materials Bond must be made payable to Jackson County in the amount of One-Hundred Thousand Dollars (\$100,000.00) and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Performance and Materials Bond. In the event that Jackson County exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Performance and Materials Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

5. REVENUE SHARE, PAYMENT, AND REPORTING

- 5.1. Pursuant to Contractor's response to RFP # 11-22 and BAFO, Contractor shall remit to Jackson County an eighty-two percentage (82%) revenue share to Jackson County on Gross Revenue generated by and through the ITS. Gross Revenue is defined in **Attachment 1 - Section A (Reporting and Payments)**.
- 5.2. Contractor shall remit to Jackson County a fifty percentage% (50%) revenue share to Jackson County on Gross Revenue generated by and through the VVS. Gross Revenue for VVS is defined in **Attachment 1 - Section A (Reporting and Payments)**.
- 5.3. Contractor shall remit to Jackson County a fifty percentage% (50%) revenue share to Jackson County on Gross Revenue generated by and through the Tablets. Gross Revenue is defined in **Attachment 1 - Section A (Reporting and Payments)**.
- 5.4. Contractor shall remit to Jackson County a ten percentage (10%) revenue share to Jackson County on Gross Revenue generated by and through Electronic Messages. Gross Revenue is defined in **Attachment 1 - Section A (Reporting and Payments)**.

- 5.5. Jackson County reserves the right to recoup from Contractor certain administrative and operational expenses (“Cost Recoupment Payment”) in connection with the provision of inmate communication services. The Cost Recoupment Payment shall be a flat monthly payment in the amount of \$6,000.00. In the event Jackson County needs to modify the amount or timing of the Cost Recoupment Payment, as in the case of regulatory changes restricting or eliminating commission percentages, at Jackson County request, Jackson County and Contractor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to Jackson County to document Jackson County-imposed Cost Recoupment Payment. If Contractor and Jackson County are unable to mutually agree on such an Agreement amendment within thirty (30) days of Jackson County’s request, then Jackson County may terminate the Agreement at its sole discretion and without penalty or liability to Jackson County, and Jackson County may select another provider.

6. RATES AND FEES

- 6.1. Jackson County and Contractor mutually agree upon the rates and fees for inmate telephone calls, video visitation sessions, and Tablet usage as specified in **Attachment 1 – Section J (Rates, Fees and Revenue Share)** of this Agreement.

7. ADDITIONAL TECHNOLOGY

- 7.1. Contractor shall provide the following Additional Technologies:
- 7.1.1. Automated Information System; and
 - 7.1.2. Digital Mail Services - Offsite
- 7.2. The Additional Technology requirements are included in **Attachment 1 – Section H (Additional Technology)**.
- 7.3. Jackson County reserves the right to implement any of the Additional Technologies proposed in Contractor’s BAFO at any time during the Agreement term with sixty (60) days written notice.

8. RECONCILIATION

- 8.1. Jackson County, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of two (2) years after the termination date of this Agreement, upon ten (10) business days’ written notice, to fully reconcile or examine any and all of Jackson County information pertaining to this Agreement. Jackson County retains the right to have another independent Agency of Jackson County’s exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- 8.2. Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for both the ITS, VVS and Tablets. The records shall include all CDRs, electronic or video message usage reports, remote and onsite VVS usage and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement and for no less than two (2) years after the term of this Agreement.
- 8.3. Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due Jackson County at least five percent (5%) above the amount otherwise paid for the period reconciled, Jackson County’s reasonable cost of reconciliation, all within thirty (30) days of the resolution date. If the agreed upon amounts are not paid within thirty (30) days, the amounts due to Jackson County will accrue interest at the

rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

9. ASSIGNMENT AND MERGERS/ACQUISITION

- 9.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without thirty (30) days advance written notification to Jackson County and then only upon Contractor's receipt of Jackson County's written consent.
- 9.2. Upon receipt of Jackson County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor. However, Jackson County may assign any and/or all of its rights and obligations hereunder without Contractor's written consent but upon Jackson County's written notice thereof to Contractor (i) to any affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business or assets; (iii) pursuant to any merger, acquisition or reorganization; or (iv) as part of a bona fide pledge to a third-party lending institution of collateral of the assignor's rights hereunder.
- 9.3. If during the Agreement term and any renewal term(s), Contractor merges or is acquired by another entity, the following documents must be submitted to Jackson County.
 - 9.3.1. Corporate resolutions prepared by Contractor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 9.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 9.3.3. Other documentation requested by Jackson County.
- 9.4. 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. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

10. TERMINATION/DEFAULT

- 10.1. In the event Contractor fails to perform any terms or conditions of the Agreement, Jackson County may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Jackson County within thirty (30) calendar days of receipt of such notice, Jackson County may terminate the Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 – Section D (General Installation Requirements)**.
- 10.2. The Agreement between Jackson County and Contractor may be terminated by Jackson County upon ninety (90) days written notice from Jackson County to Contractor without penalty. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Attachment 1 – Section D (General Installation Requirements)**.
- 10.3. Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, Jackson County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- 10.4. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of the Agreement, which change affects (i) the rates permitted to be charged by Contractor to inmates under the Agreement; (ii) the right of Jackson County to recover its costs; or (iii) the ability for Contractor to pay to Jackson County a revenue share, fees (including but not limited to the cost recoupment

payment) or other cost recovery mechanisms, then, at Jackson County's request, Contractor and Jackson County will negotiate in good faith an amendment to the Agreement reasonably acceptable to Jackson County that enables Jackson County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and Jackson County are unable to mutually agree on such an Agreement amendment within thirty (30) days of Jackson County's request, then Jackson County may terminate the Agreement at its sole discretion and without penalty or liability to Jackson County, and Jackson County may select another inmate communication services provider.

11. INDEMNIFICATION

- 11.1. Contractor shall defend, indemnify, and hold Jackson County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (i) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Contractor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (ii) the operation of Contractor's business or the inmate communication services; (iii) any breach by Contractor of its obligations hereunder; or (iv) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands or liabilities are due to the negligence of Jackson County, its agents or employees.
- 11.2. Jackson County agrees to provide Contractor with reasonable and timely notice of any claim, demand, or cause of action made or brought against Jackson County arising out of or related to the services rendered by Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. Jackson County will promptly advise Contractor of any proposed agreement to compromise or settle any claim and Contractor will have ten (10) days to respond to such proposal.
- 11.3. In the event any infringement claim is made or threatened against Jackson County, or injunctive relief is granted to a claimant, Contractor shall at its sole cost and expense (i) obtain the right for Jackson County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, Jackson County may terminate this Agreement upon providing sixty (60) days written notice to Contractor and Contractor shall be responsible for all of Jackson County's costs and expenses of whatever nature or kind in connection therewith.
- 11.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

12. INSURANCE

- 12.1. Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).
- 12.2. All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

12.3. Commercial General Liability

12.3.1. Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

12.4. Commercial Automobile Liability

12.4.1. Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

12.5. Workers Compensation And Employers Liability Coverage

12.5.1. Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

Worker's Compensation Employers Liability	Statutory \$1,000,000.00 Each accident \$1,000,000.00 Disease-each employee \$1,000,000.00 Disease-Policy limit
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12.6. Excess/Umbrella Liability Coverage

12.6.1. Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

12.7. Additional Insured & Certificate Of Insurance

12.7.1. The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

12.7.2. A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within ten (10) calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract, Contractor must supply the Director with current Certificate(s) on any coverage mentioned above

within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

12.8. Qualifications Insurance Carriers

12.8.1. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

12.9. Failure To Maintain Insurance Coverage

12.9.1. Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

13. DISCREPANCY

13.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP # 11-22 and its attachments and amendments, the Best and Final Offer (BAFO), and Contractor's Proposal, the discrepancy or conflict shall be resolved as follows.

13.1.1. The specific provisions of the Agreement Terms and its will prevail over the RFP, its attachments and amendments, and BAFO.

13.1.2. The RFP, its attachments and amendments, and BAFO will prevail over Contractor's Proposal.

13.2. Exceptions or objections to specific RFP provisions in Contractor's Response that have not been explicitly accepted by Jackson County in writing shall not be included in this Agreement and shall be given no weight or consideration.

14. SUBCONTRACTS

14.1. 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 Jackson County and to ensure that Jackson 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 subcontractor in those matters described in this Agreement.

14.2. 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. Contractor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. Contractor shall identify any subcontractors used to provide services under this Agreement.

14.3. In the event of unsatisfactory performance, as determined by Jackson County, Jackson County may request to substitution of a subcontractor utilized by Contractor to fulfill the obligations under this Agreement.

15. FORCE MAJEURE

- 15.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, 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.

16. NOTICE

- 16.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service depository.

FOR JACKSON COUNTY:

Jackson County Sheriff's Office
Attn: Barbara Casamento, Purchasing Supervisor
415 E 12th Street, Room G-1
Kansas City, MO 64106

FOR CONTRACTOR:

Smart Communications Holding, Inc.
Attn:
10491 72nd Street
Seminole, FL 33777

17. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 17.1. 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, and any applicable Missouri laws, to the employees and all subcontractors to ensure the facility maintains a drug free workplace. Jackson County reserves the right to review drug-testing results of Contractor's personnel assigned to work at the facility. Jackson 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 six (6) months.
- 17.2. Contractor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

18. MISCELLANEOUS TERMS

18.1. Independent Contractor

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Jackson County to exercise control over the manner or method by which Contractor or its subcontractor perform under the Agreement.

18.2. Interpretation

This Agreement shall be interpreted under, and governed by, the laws of the State of Missouri. The parties hereto agree that any action relating to this Agreement shall be instituted in a Federal Court in Jackson County, Missouri.

18.3. Severability

If any part of this Agreement 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 Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement 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.

18.4. Entirety, Waiver, and Modification

This Agreement, together with any attachments, represents the entire understanding between Jackson County and Contractor (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. 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 Agreement, 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 Agreement.

18.5. Confidentiality

18.5.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

18.5.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care. All of Jackson County's obligations under this paragraph 20.5 are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo.

18.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of sixty (60) days shall be governed by and interpreted in accordance with the laws of the State of Missouri without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of Missouri courts.

18.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

18.8. Contractor Costs and Taxes and Fees on Services

It is expressly understood that Jackson 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. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as; direct bill, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

19. LIQUIDATED DAMAGES

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

LIQUIDATED DAMAGES	
Description	Amount
<p>All Inmate Communication Services Any changes to the rates without the express written approval of Jackson County. Contractor must issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to Jackson County as documentation. Jackson County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	<p>Two Dollars (\$2.00) per completed call, video visitation session or Tablet transaction that was rated/charged using the unauthorized rates(s).</p>
<p>All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor including allowing access to unauthorized wireless networks.</p>	<p>Two dollars (\$2.00) per completed, unauthorized free call, session, or transaction.</p>

LIQUIDATED DAMAGES (Continued)

Description	Amount
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by Jackson County after the date specified in Attachment 1- Section A (Reporting and Payments). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to Jackson County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from Jackson County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of Jackson County and/or any legal course of action Jackson County elects to pursue.</p>	<p>Five percent (5%) per month of the revenue share amount due.</p> <p>Seven-hundred Fifty Dollars (\$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 Attachment 1- Section A (Reporting and Payments).</p> <p>One-hundred Dollars (\$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 Attachment 1- Section A (Reporting and Payments).</p>
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of Jackson County.</p>	<p>Five-hundred Dollars (\$500.00) per day for each day the bill type, transaction or applications is implemented or removed.</p>
<p>All Inmate Communication Services 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.</p>	<p>Five-hundred Dollars (\$500.00) per day for each day the after the agreed-upon date until the installation is complete.</p>
<p>All Inmate Communication Services If the Onsite Administrator/Technician position is not filled at the time of implementation, Contractor may be liable for liquidated damages. If the onsite technician-administrator position is vacated or availability is reduced to less than five (5) days per week or forty (40) hours per week, Contractor shall provide an interim onsite technician-administrator within ten (10) days, subject to the County's background check process Or if Contractor does not fill this position on a permanent basis within sixty (60) days of the position being vacated, Contractor may be liable for liquidated damages.</p>	<p>Two-hundred Fifty Dollars \$250.00 per day for each day where the onsite technician-administrator is not filled within the designated time period.</p>
<p>All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of Jackson County.</p>	<p>Three-hundred Fifty Dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p>


LIQUIDATED DAMAGES (Continued)	
Description	Amount
<p>All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs, replacements or service quality issues within ten (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.</p>	Five-hundred Dollars (\$500.00) for each day after the Cure Period and for each reported repair or replacement that Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
<p>All Inmate Communication Services When Jackson County suffers one or more lost, unrecoverable or un-useable recording(s). Jackson County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. When County suffers one or more lost or unrecoverable electronic messages County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the electronic messages.</p>	One-thousand Dollars (\$1,000.00) per occurrence.
<p>All Inmate Communication Services Contractor shall adhere to Jackson County’s performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications that affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Contractor.</p>	Five-hundred Dollars (\$500.00) per occurrence.
<p>All Inmate Communication Services Contractor shall adhere to Attachment 1- Section D (General Installation Requirements) when transferring attorney telephone numbers from the incumbent’s system to Contractor’s system. Calls or video visitation sessions to attorney telephone numbers shall not be recorded. Should an attorney call/video visitation session be recorded due to Contractor’s failure to properly transfer and format the inmate numbers or Contractor enters the attorney number without formatting the number as privileged or do not record, may result in liquidated damages incurred by Contractor.</p>	One-thousand Dollars (\$1,000.00) per occurrence.
<p>Tablets Contractor shall adhere to Attachment 1- Section G (Tablet Requirements) for Tablet security incidents. Any deviation from the process and procedures may result in liquidated damages incurred by Contractor.</p>	One-thousand Dollars (\$1,000.00) per occurrence.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Jackson County Sheriff's Office

Smart Communications Holding, Inc.


Authorized Signature


Authorized Signature

Bob Crutsinger
Typed or Printed Name

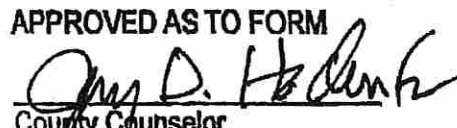
Jon Logan
Typed or Printed Name

Finance Director
Title

CEO and President
Title

3-10-2023
Date

March 10, 2023
Date

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

SUBSECTION 1 - ITS REVENUE SHARE, PAYMENT AND REPORTING

REQUIREMENT NUMBER REQUIREMENT TYPE DESCRIPTION

ITS Revenue Share, Payment
and Reporting

Gross Revenue generated by and through the proposed ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: 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.

1.1.1

ITS Revenue Share, Payment
and Reporting

Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls or any other Contractor expense.

1.1.2

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

ITS Revenue Share, Payment and Reporting

Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by Jackson County prior to implementation.

1.1.3

ITS Revenue Share, Payment and Reporting

Jackson County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which Jackson County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in the **Agreement Terms For Inmate Communication Services**.

1.1.4

ITS Revenue Share, Payment and Reporting

Should Jackson County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

1.1.5

ITS Revenue Share, Payment and Reporting

Notwithstanding the foregoing, Gross Revenue does not include the following items:

1.1.6

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

ITS Revenue Share, Payment and Reporting

1.1.7 Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

ITS Revenue Share, Payment and Reporting

1.1.8 A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by Jackson County or from inmate telephones approved by Jackson County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue share to Jackson County. Only those numbers designated by Jackson County on the free call list and inmate telephones approved by Jackson County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to Jackson County. Unauthorized free calls are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

ITS Revenue Share, Payment and Reporting

1.1.9 Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

ITS Revenue Share, Payment
and Reporting

1.1.10

Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e. Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by Jackson County and are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

ITS Revenue Share, Payment
and Reporting

1.1.11

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. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Contractor can bill or collect revenue on the call.

ITS Revenue Share, Payment
and Reporting

1.1.12

Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

ITS Revenue Share, Payment
and Reporting

Contractor may, upon request from Jackson County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement 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, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.

1.1.13

ITS Revenue Share, Payment
and Reporting

Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this Section A.

1.1.14

ITS Revenue Share, Payment
and Reporting

On the fifth (5th) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to Jackson County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

1.1.15

ITS Revenue Share, Payment
and Reporting

Payments and reports for ITS are due to Jackson County on or before the 25th day of the month following the traffic month.

1.1.16

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.17	ITS Revenue Share, Payment and Reporting	Contractor shall provide monthly revenue share/cost recoupment payments and traffic detail reports to Jackson County via these methods: I. Jackson County requests that all payments be sent via wire transfer; and
1.1.18	ITS Revenue Share, Payment and Reporting	Jackson County requires that the traffic detail reports be sent electronically in Comma separated Values (CSV) format.
1.1.19	ITS Revenue Share, Payment and Reporting	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facility:
1.1.20	ITS Revenue Share, Payment and Reporting	Facility Name;
1.1.21	ITS Revenue Share, Payment and Reporting	Facility Identification Number/Agency Identification Number;
1.1.22	ITS Revenue Share, Payment and Reporting	Facility Address (Street, City, State and Zip Code);
1.1.23	ITS Revenue Share, Payment and Reporting	Automatic Number Identifier;

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.24	ITS Revenue Share, Payment and Reporting	Inmate Telephone Station Port/Identifier;
1.1.25	ITS Revenue Share, Payment and Reporting	Inmate Telephone Location Name;
1.1.26	ITS Revenue Share, Payment and Reporting	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
1.1.27	ITS Revenue Share, Payment and Reporting	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
1.1.28	ITS Revenue Share, Payment and Reporting	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
1.1.29	ITS Revenue Share, Payment and Reporting	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
1.1.30	ITS Revenue Share, Payment and Reporting	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.31	ITS Revenue Share, Payment and Reporting	Domestic International Calls, Minutes Gross Revenue (Per Inmate Telephone);
1.1.32	ITS Revenue Share, Payment and Reporting	International Calls, Minutes Gross Revenue (Per Inmate Telephone);
1.1.33	ITS Revenue Share, Payment and Reporting	Revenue Share Rate (%);
1.1.34	ITS Revenue Share, Payment and Reporting	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
1.1.35	ITS Revenue Share, Payment and Reporting	Traffic Period and Dates.
1.1.36	ITS Revenue Share, Payment and Reporting	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to Jackson County no later than the 25th day of the month following the month of traffic.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

ITS Revenue Share, Payment
and Reporting

The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:

1.1.37

1.1.38

Facility Name;

ITS Revenue Share, Payment
and Reporting

1.1.39

Facility Identification Number;

ITS Revenue Share, Payment
and Reporting

1.1.40

Agency Identification Number;

ITS Revenue Share, Payment
and Reporting

1.1.41

From ANI;

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.42	ITS Revenue Share, Payment and Reporting	To ANI;
1.1.43	ITS Revenue Share, Payment and Reporting	Batch Number / ID;
1.1.44	ITS Revenue Share, Payment and Reporting	From City;
1.1.45	ITS Revenue Share, Payment and Reporting	From State;
1.1.46	ITS Revenue Share, Payment and Reporting	To City;
1.1.47	ITS Revenue Share, Payment and Reporting	To State;
1.1.48	ITS Revenue Share, Payment and Reporting	Station Port/Identifier;
1.1.49	ITS Revenue Share, Payment and Reporting	Phone Name or Location;
1.1.50	ITS Revenue Share, Payment and Reporting	Inmate Name;

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.51	ITS Revenue Share, Payment and Reporting	Inmate Identification Number;
1.1.52	ITS Revenue Share, Payment and Reporting	Personal Identification Number;
1.1.53	ITS Revenue Share, Payment and Reporting	Revenue Period;
1.1.54	ITS Revenue Share, Payment and Reporting	Call Start (yyymmdd; mmss);
1.1.55	ITS Revenue Share, Payment and Reporting	Call End (yyymmdd; mmss);
1.1.56	ITS Revenue Share, Payment and Reporting	Seconds;
1.1.57	ITS Revenue Share, Payment and Reporting	Call Type (e.g. local, interlata/interstate, international etc.);
1.1.58	ITS Revenue Share, Payment and Reporting	Bill Type (e.g. free, collect, etc.);
1.1.59	ITS Revenue Share, Payment and Reporting	Call Cost (excluding taxes);

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.60	ITS Revenue Share, Payment and Reporting	Tax;
1.1.61	ITS Revenue Share, Payment and Reporting	Validation Result;
1.1.62	ITS Revenue Share, Payment and Reporting	Termination Reason;
1.1.63	ITS Revenue Share, Payment and Reporting	LIDB Status/Code; and
1.1.64	ITS Revenue Share, Payment and Reporting	Completion/Accept Indicator (0 indicates Incomplete, 1 indicates Complete).
1.1.65	ITS Revenue Share, Payment and Reporting	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) ITS calls and accounts from the Facility covered under the Agreement, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.1.66	ITS Revenue Share, Payment and Reporting	Facility Identification Number;
1.1.67	ITS Revenue Share, Payment and Reporting	Date;
1.1.68	ITS Revenue Share, Payment and Reporting	Jackson County Identification Number;
1.1.69	ITS Revenue Share, Payment and Reporting	To ANI;
1.1.70	ITS Revenue Share, Payment and Reporting	Billed Account;
1.1.71	ITS Revenue Share, Payment and Reporting	Transaction Type;
1.1.72	ITS Revenue Share, Payment and Reporting	Bill Type
1.1.73	ITS Revenue Share, Payment and Reporting	Fee Type;

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

	ITS Revenue Share, Payment and Reporting	Instance Type; and
1.1.74	ITS Revenue Share, Payment and Reporting	Fee Amount.
1.1.75	ITS Revenue Share, Payment and Reporting	Revenue share payments, usage detail reports, or reports not containing the required fields, received by Jackson County after the date specified above are subject to liquidated damages as specified in Agreement Terms For Inmate Communication Services .

SUBSECTION 2 – VVS REVENUE SHARE, PAYMENT AND REPORTING

1.2.1	VVS Revenue Share, Payment and Reporting	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 video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
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SECTION A – GENERAL CONDITIONS

VVS Revenue Share,
Payment and Reporting

1.2.2 Notwithstanding the foregoing, Gross Revenue does not include the following items:

VVS Revenue Share,
Payment and Reporting

1.2.3 A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to Jackson County. Only those visitors or inmates designated by Jackson County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to Jackson County.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

VVS Revenue Share,
Payment and Reporting

1.2.4

Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

VVS Revenue Share,
Payment and Reporting

1.2.5

If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to Jackson County.

VVS Revenue Share,
Payment and Reporting

1.2.6

Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facility must be approved by Jackson County prior to implementation. Jackson County and Contractor shall mutually agree on the method of revenue share due to Jackson County associated with the additional charges/fees.

VVS Revenue Share,
Payment and Reporting

1.2.7

Jackson County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which Jackson County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

VVS Revenue Share,
Payment and Reporting

1.2.8

Should Jackson County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

VVS Revenue Share,
Payment and Reporting

1.2.9

A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.

VVS Revenue Share,
Payment and Reporting

1.2.10

Payments and reports for video visitation sessions are due to Jackson County on or before the 25th day of the month following the activity/session month.

VVS Revenue Share,
Payment and Reporting

1.2.11

Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:

VVS Revenue Share,
Payment and Reporting

1.2.12

Facility Name;

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.2.13	VVS Revenue Share, Payment and Reporting	Facility Identification Number/Site Identification Number;
1.2.14	VVS Revenue Share, Payment and Reporting	VVS Station Identifier;
1.2.15	VVS Revenue Share, Payment and Reporting	VVS Station Location Name;
1.2.16	VVS Revenue Share, Payment and Reporting	Onsite Video Visitation Sessions, Minutes (Per VVS Station);
1.2.17	VVS Revenue Share, Payment and Reporting	Free Video Visitation Sessions, Minutes (Per VVS Station);
1.2.18	VVS Revenue Share, Payment and Reporting	Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
1.2.19	VVS Revenue Share, Payment and Reporting	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
1.2.20	VVS Revenue Share, Payment and Reporting	Revenue Share (Per VVS Station);

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.2.21 VVS Revenue Share, Payment and Reporting Total Video Visitation Sessions, Minutes Gross Revenue; and

1.2.22 VVS Revenue Share, Payment and Reporting Traffic Period and Dates.

VVS Revenue Share, Payment and Reporting

1.2.23 Jackson County reserves the right to modify and/or add to the VVS reporting requirements as needed at any time during the Agreement. Contractor shall work with Jackson County to accommodate any requested modifications and/or additions at no cost to Jackson County.

VVS Revenue Share, Payment and Reporting

1.2.24 Revenue share payments, usage detail reports, or reports not containing the required fields, received by Jackson County after the date specified above are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

SUBSECTION 3 – TABLET REVENUE SHARE, PAYMENT AND REPORTING

SECTION A – GENERAL CONDITIONS

Tablet Revenue Share,
Payment and Reporting

1.3.1

Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to the RFP. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional fees charged to the end-user or inmate and any other compensation received by Contractor.

Tablet Revenue Share,
Payment and Reporting

1.3.2

Contractor shall absorb all costs of providing Tablets including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.

Tablet Revenue Share,
Payment and Reporting

1.3.3

Notwithstanding the foregoing, Gross Revenue does not include the following items:

SECTION A – GENERAL CONDITIONS

Tablet Revenue Share,
Payment and Reporting

A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to Jackson County. Only those transactions or applications designated by Jackson County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Contractor collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or applications, such amounts shall be included in Gross Revenue and eligible for revenue share to Jackson County.

1.3.4

Tablet Revenue Share,
Payment and Reporting

Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

1.3.5

Tablet Revenue Share,
Payment and Reporting

If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to Jackson County.

1.3.6

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

Tablet Revenue Share,
Payment and Reporting

1.3.7

Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facility must be approved by Jackson County prior to implementation. Jackson County and Contractor shall mutually agree on the method for revenue share due Jackson County associated with the additional charges/fees.

Tablet Revenue Share,
Payment and Reporting

1.3.8

Jackson County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which Jackson County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

Tablet Revenue Share,
Payment and Reporting

1.3.9

Should Jackson County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

Tablet Revenue Share,
Payment and Reporting

1.3.10

Should Jackson County and Contractor mutually agree that the charges/fees will remain, Jackson County and Contractor shall mutually agree on a method for compensation.

Tablet Revenue Share,
Payment and Reporting

1.3.11

Payments and reports for Tablets are due to Jackson County on or before the 25th day of the month following the month of activity.

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

Tablet Revenue Share,
Payment and Reporting

1.3.12

Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:

Tablet Revenue Share,
Payment and Reporting

1.3.13

Facility Name;

Tablet Revenue Share,
Payment and Reporting

1.3.14

Facility Identification Number/Site Identification Number;

Tablet Revenue Share,
Payment and Reporting

1.3.15

Facility Address, Street, City, State, and Zip;

Tablet Revenue Share,
Payment and Reporting

1.3.16

Tablet Identifier (where applicable);

Tablet Revenue Share,
Payment and Reporting

1.3.17

Number to Transactions for Each Transaction Type (Per Tablet);

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

1.3.18	Tablet Revenue Share, Payment and Reporting	Minutes of Usage for Each Application Type (Per Tablet);
1.3.19	Tablet Revenue Share, Payment and Reporting	Gross Revenue for Each Transaction / Application (Per Tablet);
1.3.20	Tablet Revenue Share, Payment and Reporting	Revenue Share Rate;
1.3.121	Tablet Revenue Share, Payment and Reporting	Total Revenue Share (Per Tablet);
1.3.22	Tablet Revenue Share, Payment and Reporting	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
1.3.2	Tablet Revenue Share, Payment and Reporting	Traffic Period and Dates.

SUBSECTION 4 – PUBLIC PAY TELEPHONE SPECIFICATIONS

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

Public Pay Telephone Specifications

Contractor shall furnish, install and maintain one (1) public pay telephone in the lobby for use by the general public. The public telephone shall be furnished, installed and maintained by Contractor at no cost to Jackson County. All reporting due to Jackson County for the public telephone installed by Contractor shall follow the requirements specified in Attachment 1 – Section A (Reporting and Payments). The calling rates for the public pay telephone are specified in Attachment 1 – Section J (Rates, Fees and Revenue Share). Gross Revenue shall include all local, Intralata/Intrastate, Intralata/Interstate, Inter/Intrastate, Interlata/Interstate and International collect, credit card and coin revenue. Contractor shall propose a flat monthly revenue share for the pay telephone in Attachment 1 – Section J (Rates, Fees and Revenue Share).

1.4.1

SUBSECTION 5 – RATE REQUIREMENTS

Rate Requirements

Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in Attachment 1 – Section J (Rates, Fees and Revenue Share) and must be in compliance with the State of Missouri's laws and applicable regulations.

1.5.1

Rate Requirements

Before any new rate increases or decreases are implemented for any of the inmate communication services required in this RFP, Contractor must submit a written request to receive approval from Jackson County. Jackson County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from Jackson County are subject to liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

1.5.2

Attachment 1 – Mandatory Requirements

SECTION A – GENERAL CONDITIONS

Rate Requirements

In the event Contractor increases the usage rates for any of the inmate communication services required in this RFP without the prior written approval of Jackson County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to Jackson County as documentation. Jackson County will not issue a refund of revenue share or cost recoupment for unapproved rate increases.

1.5.3

Rate Requirements

Contractor will implement any rate adjustments for any and all inmate communication services requested by Jackson County within 10 calendar days of said request, subject to regulatory approval, as applicable.

1.5.4

Rate Requirements

Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facility. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.

1.5.5

Rate Requirements

Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International which shall mirror Interstate rates. Calls to all other countries shall be rated as International. The calling rates for Interstate/Domestic International and International are specified in Attachment 1 – Section J (Rates, Fees and Revenue Share).

1.5.6

SECTION A – GENERAL CONDITIONS

Rate Requirements

Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.

1.5.7

Rate Requirements

During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

1.5.8

Attachment 1 – Mandatory Requirements

SECTION B – USER BILLING AND PAYMENTS

SUBSECTION 1 – PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
2.1.1	Pre-Paid & Debit Applications	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
2.1.2	Pre-Paid & Debit Applications	Jackson County requires that Contractor issue refunds to end-users of any inmate communication services 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 and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facility, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
2.1.3	Pre-Paid & Debit Applications	Should Contractor adjust the rates in order to complete a call, Contractor may incur liquidated damages as specified in Agreement Terms For Inmate Communication Services . Jackson County shall notify Contractor of any approved adjustments in the rates of which Jackson County becomes aware.
2.1.4	Pre-Paid & Debit Applications	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facility.

Attachment 1 – Mandatory Requirements

SECTION B – USER BILLING AND PAYMENTS

Pre-Paid & Debit Applications

2.1.5 The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.

Pre-Paid & Debit Applications

2.1.6 Contractor shall provide the inmate with the balance of the debit account at the time of the call or Tablet application.

Pre-Paid & Debit Applications

2.1.7 The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.

Pre-Paid & Debit Applications

2.1.8 The debit application shall allow international calls.

Pre-Paid & Debit Applications

2.1.9 Contractor shall supply, at Jackson County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit programs at no cost to Jackson County.

SUBSECTION 2 – PAYMENTS FOR VIDEO VISITATION SYSTEMS SESSIONS

Payments For Video

Visitation Systems Sessions

2.2.1 Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues.

Attachment 1 – Mandatory Requirements

SECTION B – USER BILLING AND PAYMENTS

2.2.2 Payments For Video Visitation Systems Sessions

Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.

SUBSECTION 3 – TABLET CHARGES

Tablet Charges

2.3.1 To complete the reporting and revenue share process outlined in Section A (Reporting and Payments), Contractor shall, by the 10th day of the month following the traffic month, submit an inmate transaction fee invoice to Jackson County for payment by Jackson County. The invoice shall contain all transaction fees for Tablet applications and usage collected by Jackson County from the inmates for Tablet applications and usage associated with Contractor's Tablet solution at the Facility for the previous calendar month. In no case shall Jackson County be independently responsible for payment of transaction fees not collected previously from inmates.

SUBSECTION 4 – CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION

2.4.1 Contractor Retention of End-User Account Information

For the purpose of aiding in investigations Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

Attachment 1 – Mandatory Requirements

SECTION B – USER BILLING AND PAYMENTS

2.4.2
Contractor Retention of End-
User Account Information

Jackson County shall have access to such account information upon request, to the extent permissible by law.

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

SUBSECTION 1 – MAINTENANCE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
3.1.1	Maintenance	Contractor shall respond to repair requests from Jackson County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
3.1.2	Maintenance	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.
3.1.3	Maintenance	Contractor must exhibit to Jackson County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
3.1.4	Maintenance	Jackson County shall be notified of progress and/or delays in progress until the problems are resolved.
3.1.5	Maintenance	Contractor shall notify Jackson County any time a technician (other than a designated onsite technician) will be dispatched to the Facility and prior to the technician's arrival.

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

Maintenance

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 as specified in **Agreement Terms For Inmate Communications Services**. Additionally, Jackson County may cancel the Agreement with Contractor if Contractor has not cured a service problem within the Cure Period.

3.1.6

Maintenance

Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.

3.1.7

Maintenance

All operation, maintenance and repair issues regarding the ITS, VVS or Tablet services shall be reported by Contractor to Jackson County promptly.

3.1.8

Maintenance

Contractor shall provide Jackson County with ITS, VVS and Tablet technology software upgrades as they become available. All upgrades must be provided to Jackson County at no additional cost.

3.1.9

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

SUBSECTION 2 – ONSITE ADMINISTRATOR - TECHNICIAN

Onsite Administrator -
Technician

3.2.1 Contractor shall provide Jackson County with one (1) full-time dedicated employee whose purpose is to perform the duties of both an onsite administrator and repair technician. The onsite administrator/technician shall be provided to Jackson County a minimum of five (5) days per week or forty (40) hours at no cost to Jackson County. The dedicated administrator/technician is required to arrive onsite at 8:00 a.m.(local time).

Onsite Administrator -
Technician

3.2.2 In the event of a position vacancy, Contractor shall obtain prior approval from the Jackson County for any personnel filling the onsite administrator/technician position. The onsite administrator/technician must pass all background checks and training seminars as required by Jackson County.

Onsite Administrator -
Technician

3.2.3 Contractor shall ensure that the onsite administrator/technician is in place by the date of implementation. Should Contractor not fill the position by the date of implementation, the Contractor may be liable for liquidated damages as specified in **Agreement Terms For Inmate Communications Services**.

Onsite Administrator -
Technician

3.2.4 The administrative duties and responsibilities of the onsite administrator/technician will include, but not be limited to:

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

3.2.5	Onsite Administrator - Technician	Maintain all databases associated with the ITS, VVS, or Tablets;
3.2.6	Onsite Administrator – Technician	Enter all PINs, PANs, blocked numbers and any other new information regarding the ITS, VVS and Tablets;
3.2.7	Onsite Administrator – Technician	Receive and address inmate comments, grievances and questions;
3.2.8	Onsite Administrator – Technician	Receive and address administrative comments and questions;
3.2.9	Onsite Administrator – Technician	Upon Jackson County's request, provide necessary documentation and assistance for investigations;
3.2.10	Onsite Administrator – Technician	Upon Jackson County's request provide monthly activity and maintenance reports for debit and/or prepaid usage, VVS sessions and Tablet activity;

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

3.2.11	Onsite Administrator – Technician	Repairs or replacement of nonworking or damaged equipment or software including, but not limited to, repairing and replacing telephones, Tablets, handsets, and damaged or missing placards;
3.2.12	Onsite Administrator – Technician	Perform a monthly walkthrough of the Facility to check every telephone, Tablet, and other related communications equipment to ensure the inmate communication devices are functional;
3.2.13	Onsite Administrator – Technician	Install additional inmate telephones, video visitation stations, Tablets, and any related equipment, including moving/reinstalling existing equipment, and removing Contractor's old/unused equipment from the Facility;
3.2.14	Onsite Administrator – Technician	Coordinate with Contractor to manage upgrades by placing test calls and/or visits to ensure that systems are functioning properly;
3.2.15	Onsite Administrator – Technician	Update signage on or around phones as needed; and
3.2.16	Onsite Administrator – Technician	Other job duties within the scope of this Agreement as assigned.

SECTION C – CUSTOMER SERVICE

Onsite Administrator –
Technician

If at any time during the term of the Agreement the position for the dedicated onsite administrator/technician becomes vacated or availability is reduced to less than five (5) days per week (forty (40) hours per week), Contractor shall provide an interim onsite administrator/technician within two (2) days, subject to the Jackson County's background check process, and fill this position on a permanent basis within sixty (60) days. Should Contractor fail to fill the interim or permanent position within the required timeframe, Contractor may incur liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

3.2.17

Onsite Administrator –
Technician

Contractor shall perform a full preventative maintenance inspection every other month (at a minimum) at each of the Facility, or at any time as directed by Jackson County, to include, but not be limited to, the VVS, Tablets, and related equipment and all Contractor installed equipment for the services required. The preventative maintenance inspections shall be performed by a qualified technician and shall be at no cost to Jackson County.

3.2.18

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

Onsite Administrator –
Technician

Contractor shall document the preventative maintenance process. Within two (2) business days of each preventative maintenance inspection, Contractor shall provide Jackson County a log detailing the inspection of all inmate communications and ancillary technology services related equipment, all repairs and/or replacements of nonworking or damaged equipment or software, and any other work performed. Contractor shall notify Jackson County any time a technician will be dispatched to the Facility for preventative maintenance and prior to the technician's arrival. The repair log shall include, but not be limited to: 1.

3.2.19

Onsite Administrator –
Technician

3.2.20

Facility Name;

Onsite Administrator –
Technician

3.2.21

Date of Preventative Maintenance Inspection;

Onsite Administrator –
Technician

3.2.22

Type of Service (ITS, VWS, Tablets, etc.);

Attachment 1 – Mandatory Requirements

SECTION C – CUSTOMER SERVICE

3.2.23	Onsite Administrator – Technician	Equipment Identifier (ID, Name or Location);
3.2.24	Onsite Administrator – Technician	Contractor Ticket Number;
3.2.25	Onsite Administrator – Technician	Work Performed; and
3.2.26	Onsite Administrator – Technician	Resolution Date.
3.2.27	Onsite Administrator – Technician	Contractor agrees to repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from Jackson County. Jackson County will not be liable for the cost to repair and/or replace Tablets supplied by Contractor for use by the inmates.
3.2.28	Onsite Administrator – Technician	Jackson County shall notify Contractor in a timely manner of any damaged, malfunctioning, or defective Tablets. Upon notification, Contractor shall be responsible for collecting the applicable Tablets (either through preventative maintenance inspections or by providing pre-paid return shipping labels) and replacement Tablets (if outside of surplus inventory) shall be sent to Jackson County via mail within seventy-two (72) hours. Jackson County shall not be responsible for any costs associated with replacing the Tablets, including but not limited to, packaging, shipping, insurance.

SECTION C – CUSTOMER SERVICE

Onsite Administrator –
Technician

3.2.29

Any replacement Tablets provided to Jackson County shall be delivered, implemented and configured according to the same parameters and security configurations as other Tablets provided under this Agreement. Any replacement Tablets delivered to Jackson County without the proper parameters and security configurations shall be considered a deviation from the Tablet security processes and procedures identified in Questionnaire, Question Set 7: Section G (Tablet Requirements) and Contractor may be liable for liquidated damages as described in the **Agreement Terms For Inmate Communication Services**.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 1 – STANDARDS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
4.1.1	Standards	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional Facility.
4.1.2	Standards	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, Jackson County, or municipal government.

SUBSECTION 2 – IMPLEMENTATION

4.2.1	Implementation	In its response to this RFP, Contractor shall submit an implementation plan for all services including ITS, VVS, Tablets and required additional technologies. The implementation plans shall include an installation schedule for each Facility for each required technology.
4.2.2	Implementation	Initial installations for the ITS must be completed within forty-five (45) days of the execution of the Agreement between Jackson County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

Implementation

4.2.3 Initial installations for the VVS and Tablets must be completed within sixty (60) and ninety (90) days respectively of the execution of the Agreement between Jackson County and the selected Contractor. Implementation plan(s) will become a part of the Agreement and must be followed.

SUBSECTION 3 – INTEGRATION REQUIREMENTS

Integration Requirements

4.3.1 All inmate communication systems provided by Contractor shall be capable of interfacing with the current commissary and JMS providers for the provision of the required services. The JMS and commissary contact information is provided in Attachment 1 – Section I (Facility Specifications).

Integration Requirements

4.3.2 It is Contractor's responsibility to contact the providers, establish a working business relationship and identify the requirements necessary to interface with the JMS and commissary to ensure Contractor must be able to meet the integration requirements listed below with the initial implementation.

Integration Requirements

4.3.3 Contractor shall establish an interface with Jackson County's JMS to allow inmate PINs to be automatically transferred to the ITS. If so required by Jackson County, Contractor shall have the capability to configure inmates to use the same PIN on all inmate communication services including but not limited to the VVS and Tablets.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

Integration Requirements

Contractor shall establish an interface with Jackson County's commissary and/or JMS provider to allow inmates to transfer funds from their trust account for debit, remote video visitation sessions and Tablet services (inclusive of electronic messaging). The interface shall allow funds to be returned to the inmate's trust account. The interface shall be near/real time as directed by Jackson County.

4.3.4

Integration Requirements

Jackson County shall not be responsible for paying any amount associated with the required interfaces.

4.3.5

SUBSECTION 4 – TRANSITION REQUIREMENTS

Transition Requirements

Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of Jackson County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply: I. After expiration, cancellation or termination of the Agreement, Contractor shall provide remote access to all CDRs, call recordings, video recordings, education credits, documentation, reports, and data contained in the inmate communication systems. Remote access shall be provided for a minimum of two (2) years after the expiration, termination or cancellation of the Agreement. In the event Contractor is unable to provide remote access, Contractor shall supply two (2) workstations which shall become property of Jackson County to meet this requirement. The provision of remote access or workstations shall be at no cost to Jackson County.

4.4.1

SECTION D – GENERAL INSTALLATION REQUIREMENTS

Transition Requirements

Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by Jackson County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Revenue share/cost recoupment payments will be due and payable by Contractor to Jackson County at the percentage provided in the Agreement until inmate communication services are no longer handled by Contractor.

4.4.2

Transition Requirements

Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.

4.4.3

SUBSECTION 5 – GENERAL INSTALLATION REQUIREMENTS

General Installation Requirements

Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.

4.5.1

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

4.5.2	General Installation Requirements	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in Attachment 1 – Section I (Facility Specifications).
4.5.3	General Installation Requirements	Contractor may propose a different number of inmate telephones, video visitation stations and Tablets. Jackson County reserves the right to reject Contractor's alternate proposal and require Contractor to install the numbers of inmate telephones, video visitation stations and Tablets specified in Attachment 1 – Section I (Facility Specifications).
4.5.4	General Installation Requirements	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use Jackson County's network.
4.5.5	General Installation Requirements	Contractor shall install/mount all inmate communication services equipment in accordance with Jackson County's requirements.
4.5.6	General Installation Requirements	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facility is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes Jackson County's property upon termination and/or expiration of the Agreement.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

4.5.7	General Installation Requirements	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 wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
4.5.8	General Installation Requirements	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to Jackson County to support the provision of the outlined inmate communication services at no cost to Jackson County.
4.5.9	General Installation Requirements	Contractor agrees to obtain Jackson County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facility.
4.5.10	General Installation Requirements	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.5.11	General Installation Requirements	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

General Installation Requirements

4.5.12

A separate power supply shall not be required for the individual inmate communication services components (e.g. phones, VVS kiosks). A power source will be made available by Jackson County for the inmate communication services.

General Installation Requirements

4.5.13

Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility.

General Installation Requirements

4.5.14

Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of Contractor.

General Installation Requirements

4.5.15

Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by Jackson County, no equipment, inventory or spare parts shall be stored by Contractor at the Facility.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

General Installation Requirements

Contractor shall correct any damage to Jackson County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.

4.5.16

General Installation Requirements

Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.

4.5.17

General Installation Requirements

For the initial installation, Contractor will work with Jackson County and the incumbent inmate communication services provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Jackson County.

4.5.18

General Installation Requirements

Contractor will work with the incumbent inmate communication services provider to transfer inmate data, such as attorney phone numbers and all numbers flagged as privileged, private or do not record, from the incumbent's ITS to Contractor's ITS. As a result, if the data is improperly transferred or configured by Contractor and an attorney call/visitation session is recorded, Contractor may be liable for liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

4.5.19

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

SUBSECTION 6 – SECURITY

4.6.1	General Installation Requirements	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facility.
4.6.2	General Installation Requirements	All Contractor employees will comply with Jackson County's policies and procedures.
4.6.3	General Installation Requirements	Entry to the Facility is subject to the approval of Facility Administration.

SUBSECTION 7 – TRAINING

4.7.1	Training	Contractor shall provide onsite training for each inmate communication service to Jackson County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Jackson County. Training manuals shall be provided to Jackson County's staff at all training meetings and will become the property of Jackson County. At Jackson County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
4.7.2	Training	When requested by Jackson County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

Training

4.7.3

Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this RFP and Agreement.

SUBSECTION 8 – UPGRADES AND PERFORMANCE PROCESS

Upgrades and Performance
Process

4.8.1

Contractor shall provide Jackson County with written notice, including detailed information, of any new service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.

Upgrades and Performance
Process

4.8.2

Contractor shall provide Jackson County with inmate communication services software upgrades as they become available. All upgrades must be within one (1) release of the newest operating system and provided to Jackson County at no additional cost.

Upgrades and Performance
Process

4.8.3

Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Agreement Terms For Inmate Communication Services**.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

4.8.4	Upgrades and Performance Process	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to Jackson County. At a minimum, this shall include the following:
4.8.5	Upgrades and Performance Process	Circuit/network testing;
4.8.6	Upgrades and Performance Process	Configuration/setting preservation and integrations;
4.8.7	Upgrades and Performance Process	ITS: call processing, debit/pre-paid availability, international calling and incoming/outgoing voicemail if applicable;
4.8.8	Upgrades and Performance Process	VVS: video visitation session quality and scheduling application;
4.8.9	Upgrades and Performance Process	Tablets: access to all transactions, applications and applicable purchase processes; and

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

4.8.10	Upgrades and Performance Process	Access to all inmate communication service user applications.
4.8.11	Upgrades and Performance Process	Contractor shall provide Jackson County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
4.8.12	Upgrades and Performance Process	Contractor shall receive written permission from Jackson County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facility, especially if the changes will cause an interruption in service.
4.8.13	Upgrades and Performance Process	Jackson County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any inmate communication services changes that affect the inmates or end-users/visitors.
4.8.14	Upgrades and Performance Process	Contractor shall work with the Facility to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with Jackson County to implement the changes or upgrades to avoid an interruption in service.

Attachment 1 – Mandatory Requirements

SECTION D – GENERAL INSTALLATION REQUIREMENTS

4.8.15	Upgrades and Performance Process	At the request of Jackson County, Contractor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
4.8.16	Upgrades and Performance Process	All said changes shall be made by Contractor at no cost to Jackson County.

SECTION E – ITS REQUIREMENTS

SUBSECTION 1 – ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
5.1.1	ITS Specific Installation Requirements	All telephone equipment provided shall be fully operational at the time of the initial installation.
5.1.2	ITS Specific Installation Requirements	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in Attachment 1 – Section I (Facility Specifications).

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.1.3	ITS Specific Installation Requirements	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
5.1.4	ITS Specific Installation Requirements	The telephones must not contain any exterior removable parts.
5.1.5	ITS Specific Installation Requirements	All telephone sets shall include volume control.
5.1.6	ITS Specific Installation Requirements	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.
5.1.7	ITS Specific Installation Requirements	At no cost to Jackson County, Contractor shall install additional inmate telephones, monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded buildings and new Facilities.
5.1.8	ITS Specific Installation Requirements	If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Contractor may incur liquidated damages as described in Agreement Terms For Inmate Communication Services .

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS Specific Installation Requirements

5.1.9

Jackson County prefers the ITS be fully installed and configured over fiber connectivity and shall not require the use of copper.

SUBSECTION 2 – ITS AND USER APPLICATION SPECIFICATIONS

ITS And User Application Specifications

5.2.1

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

ITS And User Application Specifications

5.2.2

The ITS shall be configured to process all or any combination of the following bill types, without limitation; direct-billed, free, pre-paid collect, debit and/or speed dial.

ITS And User Application Specifications

5.2.3

Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls ninety-nine point nine percent (99.9%) of the time. Jackson County reserves the right to require Contractor to revise its configuration to Jackson County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to Jackson County.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications	At Jackson County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by Jackson County.
5.2.4	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 Jackson County's reasonable decision regarding whether the reception quality is acceptable.
ITS And User Application Specifications	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.
5.2.5	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications	<p data-bbox="324 42 544 756">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.</p> <p data-bbox="422 546 454 693">5.2.8</p>
ITS And User Application Specifications	<p data-bbox="633 42 714 756">With each call, the ITS must provide an automated message to advise the called party that:</p> <p data-bbox="665 546 698 693">5.2.9</p>
ITS And User Application Specifications	<p data-bbox="812 42 844 756">That the call is coming from a correctional facility.</p> <p data-bbox="828 546 860 693">5.2.10</p>
ITS And User Application Specifications	<p data-bbox="958 42 990 756">The call is coming from a specific inmate.</p> <p data-bbox="966 546 998 693">5.2.11</p>
ITS And User Application Specifications	<p data-bbox="1079 42 1112 756">The call may be monitored and recorded.</p> <p data-bbox="1088 546 1120 693">5.2.12</p>
ITS And User Application Specifications	<p data-bbox="1201 42 1307 756">With each call, the ITS shall clearly identify the type of call being placed to the called party: direct-billed, pre-paid, free. This recording must be free of any charges.</p> <p data-bbox="1242 546 1274 693">5.2.13</p>

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications

5.2.14 The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:

ITS And User Application Specifications

5.2.15 The inmate may record a name each time a call is placed. Jackson County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;

ITS And User Application Specifications

5.2.16 The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Jackson County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or

ITS And User Application Specifications

5.2.17 No name is recorded. If Jackson County selects this option, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications

For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Jackson County reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to Jackson County and within 30 days of the request.

5.2.18

ITS And User Application Specifications

ITS shall allow unlimited free local telephone calls per inmate PIN from the intake/booking phones at the initial time of booking only. Calls from booking phones are limited to ten (10) minute maximum duration. Once the inmate has completed the specified number of free calls, the ITS shall process all subsequent calls from the inmate as direct-billed, pre-paid or debit unless the telephone number is configured as free in the ITS.

5.2.19

ITS And User Application Specifications

Following the dialing sequence, Contractor shall indicate whether the ITS can be configured to either:

5.2.20

ITS And User Application Specifications

Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or

5.2.21

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.22	ITS And User Application Specifications	Place the inmate on-hold and not permit the inmate to hear the call progress.
5.2.23	ITS And User Application Specifications	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
5.2.24	ITS And User Application Specifications	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Contractor shall indicate any of the search criteria which are not currently available:
5.2.25	ITS And User Application Specifications	Inmate Name (First, Last);
5.2.26	ITS And User Application Specifications	Inmate Personal Identification Number;
5.2.27	ITS And User Application Specifications	Record Identifier;
5.2.28	ITS And User Application Specifications	Date Range (Start Date/Time and End Date/Time);

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.29	ITS And User Application Specifications	Facility;
5.2.30	ITS And User Application Specifications	Called Number;
5.2.31	ITS And User Application Specifications	Originating Number;
5.2.32	ITS And User Application Specifications	Station Name;
5.2.33	ITS And User Application Specifications	Call Type;
5.2.34	ITS And User Application Specifications	Bill Type;
5.2.35	ITS And User Application Specifications	Duration;
5.2.36	ITS And User Application Specifications	Call Amount;
5.2.37	ITS And User Application Specifications	Flagged Calls;

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.38	ITS And User Application Specifications	Monitored Calls;
5.2.39	ITS And User Application Specifications	Recording Type;
5.2.40	ITS And User Application Specifications	Completion Type;
5.2.41	ITS And User Application Specifications	Termination Type;
5.2.42	ITS And User Application Specifications	Validation Result;
5.2.43	ITS And User Application Specifications	Phone Group(s);
5.2.44	ITS And User Application Specifications	Visitation Phone(s); and
5.2.45	ITS And User Application Specifications	Custom Search.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications

5.2.46 The ITS user application shall allow CDR query results to be exported in a format selected by Jackson County (.csv, PDF, Microsoft Excel 2016 or greater).

ITS And User Application Specifications

5.2.47 At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:

ITS And User Application Specifications

5.2.48 Call Statistics by Date Range;

ITS And User Application Specifications

5.2.49 Frequently Called Numbers;

ITS And User Application Specifications

5.2.50 Frequently Used Personal Identification Numbers;

ITS And User Application Specifications

5.2.51 Commonly Called Number;

SECTION E – ITS REQUIREMENTS

5.2.52	ITS And User Application Specifications	Call Detail Report;
5.2.53	ITS And User Application Specifications	Gross Revenue Report by Date Range;
5.2.54	ITS And User Application Specifications	Facility Totals and Statistics;
5.2.55	ITS And User Application Specifications	Called Party/Number Accepting Report;
5.2.56	ITS And User Application Specifications	Fraud/Velocity Report;
5.2.57	ITS And User Application Specifications	Total Calls;
5.2.58	ITS And User Application Specifications	Debit Usage Report;
5.2.59	ITS And User Application Specifications	Debit Balance and Funding Report;
5.2.60	ITS And User Application Specifications	Pre-Paid Card Balance Report;

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.61	ITS And User Application Specifications	Bill and Call Type Distribution;
5.2.62	ITS And User Application Specifications	Phone Usage;
5.2.63	ITS And User Application Specifications	Reverse Look-Up;
5.2.64	ITS And User Application Specifications	User Audit Trail; and
5.2.65	ITS And User Application Specifications	Voice Verification.
5.2.66	ITS And User Application Specifications	The ITS user application shall allow Jackson County to export the reports in a format selected by Jackson County (.csv, PDF, Microsoft Excel 2016 or greater).

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications

Contractor shall provide Jackson County with the capability to search, query and export end-user pre-paid account information for investigative purposes. Jackson County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.

5.2.67

ITS And User Application Specifications

The ITS shall have the capability to customize reports in a form mutually agreed upon by Jackson County and Contractor.

5.2.68

ITS And User Application Specifications

Contractor's ITS user application shall at a minimum allow:

5.2.69

ITS And User Application Specifications

Report generation to include the reports listed above;

5.2.70

ITS And User Application Specifications

The creation, modification and deactivation of user accounts;

5.2.71

ITS And User Application Specifications

The creation, modification and deactivation of inmate accounts;

5.2.672

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.73	ITS And User Application Specifications	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;
5.2.74	ITS And User Application Specifications	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
5.2.75	ITS And User Application Specifications	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
5.2.76	ITS And User Application Specifications	Block/unblock telephone numbers without the assistance of Contractor;
5.2.77	ITS And User Application Specifications	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;
5.2.78	ITS And User Application Specifications	Program a specific speed dial code to selected telephone numbers as determined by Jackson County and at no cost to Jackson County and without the assistance of Contractor; and

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications	<p>5.2.79</p> <p>Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to Jackson County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all direct-billed and pre-paid calls.</p>
ITS And User Application Specifications	<p>5.2.80</p> <p>The ITS shall have the capability to allow Jackson County to create, view and track service tickets associated with the ITS or Facility.</p>
ITS And User Application Specifications	<p>5.2.81</p> <p>Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.</p>
ITS And User Application Specifications	<p>5.2.82</p> <p>The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements: 1. Contractor shall provide the number of TDD telephones and ports and VRS units specified in Attachment 1 – Section I (Facility Specifications); and</p>
ITS And User Application Specifications	<p>5.2.83</p> <p>TDD telephones shall be able to work with the ITS at the Facility.</p>

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.2.84	ITS And User Application Specifications	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
5.2.85	ITS And User Application Specifications	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 Jackson County, shall be provided at no cost to Jackson County. Contractor shall accept Jackson County's direction for how pro bono calling services are configured via the ITS.
5.2.86	ITS And User Application Specifications	Contractor shall be able to establish an informant line at no cost to Jackson County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Jackson County. Contractor shall accept Jackson County's direction for how the informant line is configured through the ITS.
5.2.87	ITS And User Application Specifications	Contractor shall work with Jackson County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept Jackson County's direction for how the informant line is configured through the ITS. At a minimum, Contractor shall:

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS And User Application Specifications

5.2.88 Route free calls via the ITS to a destination provided and designated by Jackson County which may be the same as that used for Jackson County informant line.

ITS And User Application Specifications

5.2.89 At no cost to Jackson County, provide a telephone line to Jackson County dedicated for PREA calls to which the calls will be routed as free.

ITS And User Application Specifications

5.2.90 Contractor shall have the capability to allow Jackson County to maintain the same telephone number currently in place at the Facility and/or utilize any telephone number specified by Jackson County.

ITS And User Application Specifications

5.2.91 In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by Jackson County, Jackson County may require Contractor to provide free calls for inmates not to exceed two (2) per week. The calls shall be free to the inmate, end-user and Jackson County and shall be for a period determined by Jackson County. In the event Jackson County requests free calls, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by Jackson County.

SUBSECTION 3 – ITS SECURITY FEATURES

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.3.1	ITS Security Features	The ITS shall prohibit:
5.3.2	ITS Security Features	Direct-dialed calls of any type;
5.3.3		Access to a live operator for any type of calls;
5.3.4	ITS Security Features	Access to “411” information services;
5.3.5	ITS Security Features	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
5.3.6	ITS Security Features	Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
5.3.7	ITS Security Features	The ITS shall prevent call collision or conference calling among telephone stations.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS Security Features

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). Jackson 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:

5.3.8

ITS Security Features

At demarcation location;

5.3.9

ITS Security Features

Central control; and

5.3.10

ITS Security Features

By select housing units.

5.3.11

ITS Security Features

The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.

5.3.12

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

ITS Security Features

5.3.13 The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

ITS Security Features

5.3.14 The ITS shall allow the called party to block their telephone number during the call acceptance process.

ITS Security Features

5.3.15 As specified by Jackson County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.

ITS Security Features

5.3.16 The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in Attachment 1 – Section I

SUBSECTION 4 – PERSONAL IDENTIFICATION NUMBER APPLICATION

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

Personal Identification
Number Application

5.4.1

The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:

Personal Identification
Number Application

5.4.2

The capability to provide direct-billed, pre-paid and debit, free and speed dial calling utilizing a PIN;

Personal Identification
Number Application

5.4.3

The capability to automatically transfer inmate PINs to the ITS'

Personal Identification
Number Application

5.4.4

The capability to receive, accept and apply alphanumeric characters in an inmate's ID;

Personal Identification
Number Application

5.4.5

The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.4.6	Personal Identification Number Application	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
5.4.7	Personal Identification Number Application	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;
5.4.8	Personal Identification Number Application	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
5.4.9	Personal Identification Number Application	The ITS, without an interface with the JMS, auto-generates the complete PIN;
5.4.10	Personal Identification Number Application	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor; and
5.4.11	Personal Identification Number Application	The ITS shall be capable of accepting a manually entered PIN.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

Personal Identification
Number Application

5.4.12

If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).

Personal Identification
Number Application

5.4.13

Jackson County currently utilizes a nine (9) digit PIN comprised of the last five (5) digits of the inmate's sequence number and the last four (4) digits of the inmate's SSN. This should be the default configuration with the initial installation.

Personal Identification
Number Application

5.4.14

PINs shall be required for booking/intake phone(s).

Personal Identification
Number Application

5.4.15

Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or designated group of inmate telephones located at the Facility.

Personal Identification
Number Application

5.4.16

When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.

SUBSECTION 5 – MONITORING AND RECORDING REQUIREMENTS

Monitoring and Recording
Requirements

5.5.1

The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege.

SECTION E – ITS REQUIREMENTS

Monitoring and Recording Requirements

5.5.2

The ITS shall be able to exclude all restricted or privileged calls and clearly designate the non-recorded calls within the ITS user application.

Monitoring and Recording Requirements

5.5.3

Should a phone call to a restricted or privileged attorney number be recorded, Contractor may be liable for liquidated damages as specified in **Agreement Terms For Inmate Communication Services**. This applies to all restricted or privileged numbers entered into Contractor's system by bulk upload or transfer from the incumbent's system as well as any attorney number entered by a Contractor employed administrator.

Monitoring and Recording Requirements

5.5.4

Should the recording be caused by a ITS system failure, Contractor may be liable for liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

Monitoring and Recording Requirements

5.5.5

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.

Monitoring and Recording Requirements

5.5.6

The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.

Monitoring and Recording Requirements

5.5.7

The ITS shall provide simultaneous playback and continuous recording of calls.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

Monitoring and Recording Requirements

The live monitoring feature shall display a list of calls in progress to allow Jackson County to scan through all calls in progress or to listen to a specific call. At minimum the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window. For the purpose of call monitoring, Jackson County prefers that the ITS display the fields below. Contractor shall indicate any display fields not currently available.

5.5.8

Monitoring and Recording Requirements

Call Start Time;

5.5.9

Monitoring and Recording Requirements

Facility;

5.5.10

Monitoring and Recording Requirements

Phone Location Name;

5.5.11

Monitoring and Recording Requirements

Inmate Name;

5.5.12

Monitoring and Recording Requirements

Inmate PIN;

5.5.13

Monitoring and Recording Requirements

Called Number;

5.5.14

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

5.5.15	Monitoring and Recording Requirements	Private/Attorney Call;
5.5.16	Monitoring and Recording Requirements	Called City, State;
5.5.17	Monitoring and Recording Requirements	Call Type;
5.5.18	Monitoring and Recording Requirements	Bill Type;
5.5.19	Monitoring and Recording Requirements	Cost;
5.5.20	Monitoring and Recording Requirements	Call Status;
5.5.21	Monitoring and Recording Requirements	Alert; and
5.5.22	Monitoring and Recording Requirements	Duration.

SECTION E – ITS REQUIREMENTS

Monitoring and Recording Requirements

All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement. A copy of all CDRs shall be stored by Contractor for a minimum period of two (2) years following the expiration or termination of the Agreement.

5.5.23

Monitoring and Recording Requirements

All call recordings shall be stored online for the life of the Agreement. A copy of all recordings shall be stored by Contractor for a period of two (2) years following the expiration or termination of the Agreement and any renewal terms.

5.5.24

Monitoring and Recording Requirements

Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to Jackson County throughout the life of the Agreement and any renewal terms.

5.5.25

Monitoring and Recording Requirements

Contractor shall provide Jackson County with the number of workstations indicated in Attachment 1 – Section I (Facility Specifications). The workstations shall work in real-time with the ITS, for the purpose of monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Contractor shall upgrade Microsoft Office as new versions are released in a timely manner and at no cost to Jackson County.

5.5.26

SECTION E – ITS REQUIREMENTS

Monitoring and Recording Requirements

Contractor shall provide remote access to the ITS at no cost to Jackson County. The provision of remote access shall allow Jackson County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.

5.5.27

Monitoring and Recording Requirements

For the term of the Agreement, Jackson County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

5.5.28

Monitoring and Recording Requirements

The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination.

5.5.29

Monitoring and Recording Requirements

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.

5.5.30

Monitoring and Recording Requirements

The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.

5.5.31

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

Monitoring and Recording Requirements

The copying/burning application shall be internal to the ITS.

5.5.32

SUBSECTION 6 – VOICE BIOMETRICS AND DATA ANALYTICS

Voice Biometrics and Data Analysis

Contractor shall provide its initial and real-time continuous voice biometric technology through its ITS at no cost to Jackson County. Jackson County reserves the right to add or remove voice biometrics at any time during the term of the Agreement.

5.6.1

Voice Biometrics and Data Analysis

Contractor's voice biometric technology must be integrated into Contractor's ITS and provide investigative and analytic tools and reporting.

5.6.2

Voice Biometrics and Data Analysis

Investigative and analytic tools must be accessible to authorized Facility staff via the ITS user application.

5.6.3

Voice Biometrics and Data Analysis

Contractor's voice biometric feature shall allow for both supervised or covert enrollment of the inmates voice print. Contractor shall follow Jackson County's directions on enrollment.

5.6.4

Voice Biometrics and Data Analysis

Jackson County shall have access to all voice and data analytics via the ITS user application.

5.6.5

SECTION E – ITS REQUIREMENTS

Voice Biometrics and Data Analysis

5.6.6

Contractor's voice biometric feature shall enable authorized users to create a new voice print for a specific inmate without assistance from Contractor.

SUBSECTION 7 – VOICEMAIL MESSAGING

Voicemail Messaging

5.7.1

Contractor shall implement inbound automated voicemail messaging up to sixty (60) seconds per message through the ITS to allow inmates to receive voicemails from friends and family.

Voicemail Messaging

5.7.2

Although Jackson County does not require outbound voicemail messaging at the time of implementation, Jackson County reserves the right to require Contractor to implement outbound voicemail messaging up to sixty (60) seconds per message through the ITS to allow inmates to leave voicemail for friends and family.

Voicemail Messaging

5.7.3

Funding for inbound and outbound voicemail shall be through a pre-paid account setup by the external end-user. Should Jackson County request implementation of outbound voicemail, Jackson County reserves the right to have Contractor allow the use of the inmate's debit funds to pay for outbound voicemail.

Attachment 1 – Mandatory Requirements

SECTION E – ITS REQUIREMENTS

Voicemail Messaging

In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for Jackson County staff and for Jackson County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to Jackson County or the inmates for internal messaging. Internal messaging for inmates includes:

5.7.4

Voicemail Messaging

Grievances;

5.7.5

Voicemail Messaging

Medical/dental requests;

5.7.6

Voicemail Messaging

File telephone complaints; or

5.7.7

Voicemail Messaging

Other requests options as determined by Jackson County (i.e. haircuts).

5.7.8

Voicemail Messaging

Fees and revenue share for inbound and outbound voicemail messaging are to be specified in Attachment 1 – Section J (Rates, Fees and Revenue Share).

5.7.9

SECTION E – ITS REQUIREMENTS

Voicemail Messaging

5.7.10

The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in **Attachment 1 – Section E (ITS Requirements)**. Voicemail messaging shall preserve the call controls configured in the ITS.

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

SUBSECTION 1 – VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
6.1.1	Video Visitation Service	The VVS shall consist of hardware, firmware and software designed to enable Jackson County to initiate, monitor, record, and retrieve video visitation sessions.
6.1.2	Video Visitation Service	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS including inmate to general public, inmate to court, and inmate to attorney video visitation sessions.
6.1.3	Video Visitation Service	Jackson County requires the VVS to complete up two (2) onsite video visitation sessions per week and a maximum of four (4) onsite video visitation sessions per month at no cost to the general public or inmate. Jackson County requires the VVS to complete remote video visitation sessions at the rates specified in Attachment 1 – Section J (Rates, Fees and Revenue Share).
6.1.4	Video Visitation Service	Contractor shall provide internet test capability to remote video visitors.

SECTION F – VVS REQUIREMENTS

Video Visitation Service

6.1.5

The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.

Video Visitation Service

6.1.6

The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

Video Visitation Service

6.1.7

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

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

SUBSECTION 2 – VVS SPECIFIC INSTALLATION REQUIREMENTS

Video Visitation Service

Contractor shall provide Jackson County the number of VVS control workstation(s) specified in Attachment 1 – Section I (Facility Specifications). The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Contractor shall also provide Jackson County the number of monitoring TVs (46" or greater) specified in Attachment 1 – Section I (Facility Specifications).

6.2.1

Video Visitation Service

VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as described in Attachment 1 – Section I (Facility Specifications).

6.2.2

Video Visitation Service

The VVS stations shall not include any removable parts.

6.2.3

Video Visitation Service

The VVS stations shall include volume control.

6.2.4

Video Visitation Service

Contractor shall install all new VVS equipment even if the selected Contractor is the incumbent Contractor.

6.2.5

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.2.6	Video Visitation Service	VVS stations shall include picture-in-picture viewing.
6.2.7	Video Visitation Service	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
6.2.8	Video Visitation Service	The VVS must provide high-quality audio and video while meeting the industry quality standards.
6.2.9	Video Visitation Service	Upon completion of the initial installation and any ongoing installations, Contractor shall provide Jackson County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
6.2.10	Video Visitation Service	Contractor shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.
6.2.11	Video Visitation Service	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon Jackson County's request and at no cost.

SECTION F – VVS REQUIREMENTS

Video Visitation Service

At no cost to Jackson County, Contractor shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities. If Contractor fails to provide and install the additional visitation units within thirty (30) days Contractor may be liable for liquidated damages as described in **Agreement Terms For Inmate Communications Services**.

6.2.12

Video Visitation Service

Jackson County requires that the VVS be able to support multiple simultaneous VVS sessions with no loss of audio or video quality. If the quality of the simultaneous VVS sessions is not at an acceptable level for the number of users, and the issue is persistent (occurring five (5) or more times a week for two (2) weeks), then Jackson County will notify Contractor who will be required to increase the bandwidth within ten (10) days of notification. Should Contractor fail to resolve the service quality issues within the specified Cure Period, Contractor may be liable for liquidated damages as specified in **Agreement Terms For Inmate Communication Services**. Additionally, Jackson County may cancel the Agreement with Contractor if Contractor has not cured a service problem within the Cure Period.

6.2.13

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

Video Visitation Service

In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by Jackson County, Jackson County may require Contractor to provide up to four (4) free remote video visitation sessions per month, not to exceed one (1) per week. The sessions shall be free to the inmate, end-user and Jackson County and shall be for a period determined by Jackson County. In the event Jackson County requests free sessions, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by Jackson County.

6.2.14

SUBSECTION 3 – VVS REGISTRATION AND SCHEDULING

VVS Registration and Scheduling

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.

6.3.1

VVS Registration and Scheduling

The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by Jackson County following the registration process.

6.3.2

VVS Registration and Scheduling

The VVS shall have the capability to allow smart phone scheduling.

6.3.3

VVS Registration and Scheduling

The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.

6.3.4

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.3.5	VVS Registration and Scheduling	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with Jackson County's visitation policies as part of the registration process and with each scheduled visitation session.
6.3.6	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
6.3.7	VVS Registration and Scheduling	First Name;
6.3.8	VVS Registration and Scheduling	Last Name;
6.3.9	VVS Registration and Scheduling	Email;
6.3.10	VVS Registration and Scheduling	Telephone Number / Cell Phone;
6.3.11	VVS Registration and Scheduling	Username; and

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.3.12	VVS Registration and Scheduling	Password.
6.3.13	VVS Registration and Scheduling	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
6.3.14	VVS Registration and Scheduling	First Name;
6.3.15	VVS Registration and Scheduling	Middle Name;
6.3.16	VVS Registration and Scheduling	Last Name;
6.3.17	VVS Registration and Scheduling	Credit Card;
6.3.18	VVS Registration and Scheduling	Email;
6.3.19	VVS Registration and Scheduling	Physical Address (Street Address, City, State, Zip);

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.3.20	VVS Registration and Scheduling	Telephone Number;
6.3.21	VVS Registration and Scheduling	Identification Type;
6.3.22	VVS Registration and Scheduling	ID Number;
6.3.23	VVS Registration and Scheduling	Username; and
6.3.24	VVS Registration and Scheduling	Password.
6.3.25	VVS Registration and Scheduling	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
6.3.26	VVS Registration and Scheduling	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

VVS Registration and Scheduling

The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate video visitation stations (i.e. inmate name, time of visit).

6.3.27

VVS Registration and Scheduling

The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.

6.3.28

VVS Registration and Scheduling

The VVS shall allow authorized users at the Facility to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.

6.3.29

SUBSECTION 4 – VVS USER APPLICATION

VVS User Application

The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

6.4.1

VVS User Application

Inmate ID number;

6.4.2

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.4.3	VVS User Application	Inmate name;
6.4.4	VVS User Application	Visitor name;
6.4.5	VVS User Application	Date and time of visit;
6.4.6	VVS User Application	Inmate video visitation station; and
6.4.7	VVS User Application	Daily, weekly and monthly visit statistics.
6.4.8	VVS User Application	The VVS shall have the capability to allow authorized Jackson County staff to create the following restrictions with customizable durations:
6.4.9	VVS User Application	Restrict a visitor from visiting certain inmate(s);
6.4.10	VVS User Application	Restrict an inmate from visiting ALL visitors;

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.4.11	VVS User Application	Restrict a visitor from visiting ALL inmates;
6.4.12	VVS User Application	Restrict an inmate from having remote video visits (onsite video visits only);
6.4.13	VVS User Application	The VVS user application shall have the capability to support the following functions:
6.4.14	VVS User Application	Set user ID;
6.4.15	VVS User Application	Set/reset password;
6.4.16	VVS User Application	Capture the user's first, middle and last name;
6.4.17	VVS User Application	Manually terminate standard or video visitation sessions;
6.4.18	VVS User Application	Report status of all standard and video visitation sessions (online or idle);

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.4.19	VVS User Application	Stop, pause and restart any running visit;
6.4.20	VVS User Application	Allow Jackson County to enter comments or add notes to a visit;
6.4.21	VVS User Application	Allow for station reassignment during any running visit;
6.4.22	VVS User Application	Allow for visitation time extension during any running visit;
6.4.23	VVS User Application	Customize the number of visits per the monitoring screen and the page rotation duration;
6.4.24	VVS User Application	Designate a visitor as being an attorney (or other professional) type of visitor;
6.4.25	VVS User Application	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);
6.4.26	VVS User Application	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.4.27	VVS User Application	Allow authorized users to download, share and/or view recordings; and
6.4.28	VVS User Application	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

SUBSECTION 5 – VVS MONITORING AND RECORDING REQUIREMENTS

6.5.1	VVS Monitoring and Recording Requirements	The VVS must permit Jackson County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
6.5.2	VVS Monitoring and Recording Requirements	The VVS shall automatically start each video visitation session at the designated start time.
6.5.3	VVS Monitoring and Recording Requirements	The VVS shall allow Jackson 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 visitation session will count against the inmate's visitation quota.
6.5.4	VVS Monitoring and Recording Requirements	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.

Attachment 1 – Mandatory Requirements

SECTION F – VVS REQUIREMENTS

6.5.5	VVS Monitoring and Recording Requirements	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
6.5.6	VVS Monitoring and Recording Requirements	The VVS should have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
6.5.7	VVS Monitoring and Recording Requirements	Jackson County requires the retention of video visitation sessions online for ninety (90) days.
6.5.8	VVS Monitoring and Recording Requirements	The VVS shall store all video visitation sessions offline for the life of the Agreement plus two (2) years after the expiration or termination of the contract.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS		
SUBSECTION 1 – TABLET SPECIFICATIONS		
REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
7.1.1	Tablet Specifications	Tablets shall be configured to only allow inmates access to the services and applications approved by Jackson County. Additional applications shall be mutually agreed upon by Jackson County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and networks only.
7.1.2	Tablet Specifications	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points.
7.1.3	Tablet Specifications	Contractor shall provide Jackson County with remote access to Tablets at no cost to Jackson County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum), shall be made available for each Facility as applicable for monitoring and investigative purposes. New reports, as requested by Jackson County, shall be developed and provided by Contractor at no cost to Jackson County:

SECTION G – TABLET REQUIREMENTS

Tablet Specifications

7.1.4 Transactions by inmate;

7.1.5 Tablet Specifications
Application usage by inmate;

7.1.6 Tablet Specifications
Totals by inmate;

7.1.7 Tablet Specifications
Totals by Tablet;

7.1.8 Tablet Specifications
Daily, weekly and monthly statistics.

7.1.9 Tablet Specifications
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 Jackson County and Contractor.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.1.10	Tablet Specifications	Tablets shall be provided to Jackson County pre-loaded with Jackson County approved applications offering a variety of games, music and entertainment, as well as free applications / services and educational programs.
7.1.11	Tablet Specifications	Tablets provided by Contractor shall be configured to provide certain “free” services to the inmate population at no charge. Such “free” services shall include
7.1.12	Tablet Specifications	Clock;
7.1.13	Tablet Specifications	Calendar;
7.1.14	Tablet Specifications	Dictionary;
7.1.15	Tablet Specifications	Calculator;
7.1.16	Tablet Specifications	PDF documents approved by Jackson County;

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.1.17	Tablet Specifications	PDF viewer;
7.1.18	Tablet Specifications	Religious Materials (including podcasts and religious services, the Bible and the Koran);
7.1.19	Tablet Specifications	Electronic submission of inmate requests;
7.1.20	Tablet Specifications	Commissary purchases;
7.1.21	Tablet Specifications	Debit purchases;
7.1.22	Tablet Specifications	Trust/commissary/debit account look-up;
7.1.23	Tablet Specifications	Inmate handbook;
7.1.24	Tablet Specifications	Inmate notices/bulletins; and
7.1.25	Tablet Specifications	Court date/release information.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Tablet Specifications

7.1.26 Contractor shall ensure that its Tablets provide ADA accommodation including, at a minimum louder audio capabilities and closed captioning for television/movie entertainment content for hearing impaired inmates. Tablets should provide sight impaired inmates with larger font size and audio-based educational or e-books.

Tablet Specifications

7.1.27 The reports shall be available to Jackson County and its agency partners from all control workstations and remote access computers depending on the user's access level.

SUBSECTION 2 – TABLET SPECIFIC INSTALLATION REQUIREMENTS

Tablet Specific Installation Requirements

7.2.1 Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.

Tablet Specific Installation Requirements

7.2.2 Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.

Tablet Specific Installation Requirements

7.2.3 Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Tablet Specific Installation Requirements

7.2.4

Contractor shall provide informational flyers/posters in both English and Spanish that outline all Tablet services/offers and the cost of each service/offering. These posters shall be posted at the Facility at no cost to Jackson County.

Tablet Specific Installation Requirements

7.2.5

Upon completion of the initial installation and any ongoing installations, Contractor shall provide Jackson County with a list of all Tablets, charging stations, equipment specifications and locations of each device.

Tablet Specific Installation Requirements

7.2.6

Contractor shall provide Jackson County with the number of mobile charging stations as outlined in Attachment 1 – Section I (Facility Specifications).

Tablet Specific Installation Requirements

7.2.7

In the event of a natural disaster or similar event (i.e. COVID-19), as deemed necessary by Jackson County, Jackson County may require Contractor to provide a Jackson County-specified number of free Tablet transactions. The transactions shall be free to the inmate, end-user and Jackson County and shall be for a period determined by Jackson County. In the event Jackson County requests free transactions, the parties shall evaluate the impact to the Gross Revenue, if any. All requests for written transactions shall be documented in writing and approved by Jackson County.

SUBSECTION 3 – TABLET SECURITY

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.3.1	Tablet Security	<p>Tablets shall be configured to ensure correctional-grade security, including but not limited to preventing inmates from accessing the operating system and prohibiting inmates from modifying permissions on the Tablets.</p>
7.3.2	Tablet Security	<p>Tablets shall be pre-configured with antivirus software/programs to detect, neutralize and eradicate malicious software/programs.</p>
7.3.3	Tablet Security	<p>Updates to the Tablets for virus protection, application updates/upgrades, or patches shall be pushed to the Contractor's Tablets wirelessly. Contractor shall not require syncing to other hardware equipment to push Tablet updates.</p>
7.3.4	Tablet Security	<p>Jackson County shall have the capability to suspend inmate access to the Tablets and/or any other communications and ancillary technology services provided by Contractor, as a whole or selectively based on the service provided and per Jackson County's policies and procedures regarding appropriate use.</p>
7.3.5	Tablet Security	<p>Contractor shall be solely responsible for the security of Tablets provided to the inmates at Jackson County's Facility. Contractor shall closely monitor the Tablet systems and inventory of Tablets at the Facility and is responsible for preventing and managing incidents, breaches, incursions, or system disruptions.</p>

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Tablet Security

7.3.6 Jackson County shall be informed within two (2) hours of identification of any and all security incidents that affect Contractor's Tablet services.

Tablet Security

7.3.7 Should a Tablet security incident occur, Contractor shall identify, mitigate, perform a root-cause analysis, and fully test any/all software patches designed to prevent a recurrence. Contractor must exhibit to Jackson County a best effort approach to the address the Tablet security incident during the first forty-eight (48) hours following identification of an issue. Contractor shall be responsible for providing Jackson County with a written action plan, detailing the steps taken to address and remedy the Tablet security incident. Any and all costs associated with Contractor's course of action shall be solely Contractor's responsibility.

Tablet Security

7.3.8 For any severe tablet security incident which extends beyond five (5) days from initial identification without resolution, Contractor shall provide Jackson County detailed resolution plans in writing clearly identifying the steps Contractor will take to efficiently resolve the tablet security incident. Contractor's documented plan shall be submitted no more than fourteen (14) days following initial identification, shall be subject to review and approval by Jackson County prior to implementation and shall include, but not be limited to, the following:

SECTION G – TABLET REQUIREMENTS

Tablet Security

7.3.9 Full description of the security measures implemented by Contractor and how it protects Contractor's tablets from similar breach attempts in the future;

Tablet Security

7.3.10 Explanation of Contractor's proposed process for identifying and correcting compromised and/or non-compromised Tablets;

Tablet Security

7.3.11 Specification of Contractor-provided resources to include exact quantities of personnel assisting and how Contractor proposes to allocate these resources, if required;

Tablet Security

7.3.12 Identification of a detailed timeline associated with the proposed plan for resolution;

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.3.13	Tablet Security	Description of Contractor's proposed process for extracting compromised Tablets from the Facility, if required, without Jackson County's involvement other than providing escorts; and
7.3.14	Tablet Security	Description of on-going maintenance support to ensure Tablet availability and accessibility for inmates, including continuous reporting to verify Tablet operational statistics and to identify non-performing equipment.
7.3.15	Tablet Security	Within ten (10) days following the mitigation of any identified tablet security incident, Contractor shall provide Jackson County a full report containing all aspects of the security issue, which shall include, but is not limited to, the following:
7.3.16	Tablet Security	Complete description of the issue;
7.3.17	Tablet Security	Explanation of how the issue was discovered;
7.3.18	Tablet Security	Quantity, Facility, and inmates impacted;

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.3.19	Tablet Security	Quantity of Tablets involved;
7.3.20	Tablet Security	Inmates (including Inmate Names and ID numbers) and/or users involved;
7.3.121	Tablet Security	Explanation of how the issue was mitigated in the immediate term;
7.3.22	Tablet Security	Description of how the issue will be prevented going forward;
7.3.23	Tablet Security	If a software patch/upgrade is created to prevent recurrence, description of the patch and the testing protocol to ensure the patch operates successfully; and
7.3.24	Tablet Security	Any next steps required.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Tablet Security

7.3.25 Contractor shall provide Jackson County access to the security keys utilized on the Tablets to allow Jackson County to extract all data off of the Tablets for investigative purposes as may be required and without the Contractor's assistance. Contractor shall be responsible for initial and ongoing training of authorized Jackson County personnel regarding use of the security keys.

Tablet Security

7.3.26 Contractor shall adhere to the Tablet security processes and procedures identified herein. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Agreement Terms For Inmate Communication Services**.

SUBSECTION 4 - ELECTRONIC MESSAGING VIA TABLETS

Electronic Messaging Via Tablets

7.4.1 Jackson County requires that electronic messaging shall be made available to inmates via the Tablets to send and receive electronic mail and/or text messages at the rates specified in Attachment 1 – Section J (Rates, Fees and Revenue Share).

Electronic Messaging Via Tablets

7.4.2 Electronic messaging shall be incoming and/or outgoing as determined by Jackson County.

Electronic Messaging Via Tablets

7.4.3 Contractor shall ensure that its electronic messaging using Tablets does not allow for inmates to communicate with other inmates.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

7.4.4	Electronic Messaging Via Tablets	The electronic messaging application shall have security features in place to ensure that the inmate can only send electronic messages to contacts who have already sent an inbound electronic message to the inmate.
7.4.5	Electronic Messaging Via Tablets	Authorized users shall be able to review and approve/disapprove any outgoing or incoming electronic messages before the electronic message is made available to the end-user or inmate.
7.4.6	Electronic Messaging Via Tablets	Contractor's electronic messaging application shall not allow inmates to keep and/or store draft messages.
7.4.7	Electronic Messaging Via Tablets	The electronic messaging application shall have security features in place to ensure that inmates can only send electronic messages to end-users who have already been approved by Jackson County.
7.4.8	Electronic Messaging Via Tablets	Contractor's application shall allow for electronic messages to be sent from authorized Jackson County staff to the inmates whether a single inmate, a group of inmates or to all inmates as designated by Jackson County.
7.4.9	Electronic Messaging Via Tablets	All electronic messages between inmates and Facility staff shall be at no cost to the inmate or Jackson County.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Electronic Messaging Via Tablets

7.4.10 Should inmate attempt to send an electronic message to a non-approved end-user, the application shall display a message to the inmate indicating that the end-user is not approved, and the message shall not be sent.

Electronic Messaging Via Tablets

7.4.11 Should an end-user attempt to send an electronic message to an inmate, but the end-user has not been approved to interact with the inmate or if the end-user has lost the privilege to interact with the inmate, the message shall be rejected with a message to the end-user saying that due to lack of permissions, the message is rejected.

Electronic Messaging Via Tablets

7.4.12 Contractor's electronic messaging shall have the capability to globally block end-users by domain (ex: .gov, .org, .edu).

Electronic Messaging Via Tablets

7.4.13 Authorized Jackson County users shall be able to review and approve/reject any outgoing or incoming electronic message in accordance with Jackson County's censorship's rules and regulations before the electronic message is made available to the end-user or inmate. Contractor shall ensure no messages can be viewed by the inmates prior to approval by authorized Jackson County Facility staff.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Electronic Messaging Via
Tablets

7.4.14

Should Jackson County reject an electronic message, Contractor's electronic messaging application shall transmit a notification message to the end-user indicating that the message has not been approved for delivery as well as the reason for which the message was not approved.

Electronic Messaging Via
Tablets

7.4.15

Contractor's electronic messaging application shall allow authorized Jackson County users to select the reason for censoring the electronic message. Censoring reasons shall be specified by Jackson County.

Electronic Messaging Via
Tablets

7.4.16

Contractor's electronic messaging application shall have the capability to flag certain keywords for investigative review; Jackson County shall have the capability to specify keywords and phrases to be added to the security scanning feature, which shall be searchable. Contractor's application shall include a default dictionary which shall have the capability to allow Jackson County to add or expand the content.

Electronic Messaging Via
Tablets

7.4.17

Jackson County reserves the right to allow or reject end-users/inmates ability to include attachments to an electronic message such as short videos, e-cards, or photos.

Attachment 1 – Mandatory Requirements

SECTION G – TABLET REQUIREMENTS

Electronic Messaging Via
Tablets

7.4.18 Jackson County reserves the right to specify the allowed number of characters to be transmitted in any incoming and outgoing electronic message; this shall be configurable based on Jackson County's request.

Electronic Messaging Via
Tablets

7.4.19 Contractor's electronic messaging application shall store all electronic messages (and any applicable content), in a searchable format, for the life of the Agreement plus 2 years after expiration or termination of the Agreement. Should Jackson County request an electronic message(s) for investigative purposes, Contractor will provide the electronic messages within 7 days of the request. Lost or otherwise unavailable electronic messages may make Contractor liable for liquidated damages as specified in **Agreement Terms For Inmate Communication Services**.

Electronic Messaging Via
Tablets

7.4.20 Jackson County requires Contractor store electronic messages and any attached content online for the duration of the Agreement and for two (2) years thereafter.

Attachment 1 – Mandatory Requirements

SECTION H – ADDITIONAL TECHNOLOGY REQUIREMENTS

SUBSECTION 1 – AUTOMATED INFORMATION SYSTEM

REQUIREMENT NUMBER	REQUIREMENT TYPE	DESCRIPTION
8.1.1	Automated Information System	Contractor shall provide its automated information technology system (AITS) at no cost as part of Agreement including integrating with Jackson County's JMS. Jackson County shall not be responsible for any costs for the JMS interface.
8.1.2	Automated Information System	The information available to the general public shall include basic jail information and inmate-specific information including, but not limited to:
8.1.3	Automated Information System	Location;
8.1.4	Automated Information System	Directions;
8.1.5	Automated Information System	Visitation hours;
8.1.6	Automated Information System	Inmate lookup;

Attachment 1 – Mandatory Requirements

SECTION H – ADDITIONAL TECHNOLOGY REQUIREMENTS

8.1.7	Automated Information System	Release dates;
8.1.8	Automated Information System	Upcoming court dates; and
8.1.9	Automated Information System	Bond inquiries;
8.1.10	Automated Information System	The information available to inmates shall include, but not be limited to:
8.1.11	Automated Information System	Commissary balances;
8.1.12	Automated Information System	Charges;
8.1.13	Automated Information System	Court dates, including time and location; and
8.1.14	Automated Information System	Bond amounts and types.

Attachment 1 – Mandatory Requirements

SECTION H – ADDITIONAL TECHNOLOGY REQUIREMENTS

8.1.15	Automated Information System	All information shall be provided at Jackson County's discretion.
8.1.16	Automated Information System	Contractor's AITS shall be configured to update the AITS system from Jackson County's JMS data every fifteen (15) minutes, at minimum.
8.1.17	Automated Information System	Contractor shall provide the public and inmate AIS in both English and Spanish options.
8.1.18	Automated Information System	The AITS shall have 7-days a week, 24-hours a day availability with a ninety-nine percent (99%) uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor). Availability shall be tracked and reset on a monthly basis. Contractor shall agree to resolve all reported AITS service issues within forty-eight (48) hours after receipt of service request.
8.1.19	Automated Information System	Jackson County reserves the right to add or remove AITS at any time during the term of Agreement.

SUBSECTION 2 – DIGITAL MAIL SERVICES - OFFSITE

8.2.1	Digital Mail Services - Offsite	Contractor shall provide its offsite digital mail services to convert physical mail into electronic documents with zero Facility staff labor or exposure risk.
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Attachment 1 – Mandatory Requirements

SECTION H – ADDITIONAL TECHNOLOGY REQUIREMENTS

Digital Mail Services - Offsite

8.2.2	All inmate postal mail shall be sent offsite to Contractor's processing center. Mail shall be converted into high-definition, color, digital files.
8.2.3	All digitized files shall be filtered electronically in accordance with Jackson County's security settings.
8.2.4	Offsite Digital mail services shall have the capability for the Jackson County to view, reject and manage all scanned mail, create text/email notifications when specific inmates receive mail, and allow for Jackson County pre-approval for mail delivery or restrictions.
8.2.5	Contractor's digital mail services shall provide Jackson County with the capability to search scanned documents for specific words and at no cost to Jackson County.
8.2.6	Files are to be automatically delivered to the inmates via Tablets or VVS kiosks.
8.2.7	Contractor shall follow Jackson County's direction in determining what is done with the physical paper mail once the document is digitized.

Attachment 1 – Mandatory Requirements

SECTION H – ADDITIONAL TECHNOLOGY REQUIREMENTS

Digital Mail Services - Offsite

8.2.8 Postal mail shall be converted into digital files within forty-eight (48) hours of arrival at Contractor's processing center.

Digital Mail Services - Offsite

8.2.9 Contractor shall follow Jackson County's direction in communicating instances where postal mail arrives at Contractor's processing center and is found to contain contraband or dangerous substances.

Digital Mail Services - Offsite

8.2.10 Costs for Offsite Digital Mail are outlined in Attachment 1 – Section J (Rates, Fees and Revenue Share).

Attachment 1 – Mandatory Requirements

SECTION 1 – FACILITY SPECIFICATIONS

SUBSECTION 1 – FACILITY INFORMATION & EQUIPMENT REQUIREMENTS

Jackson County Detention Center
1300 Cherry Street, Kansas City, MO 64106

Data Category

Average Daily Population (ADP):	777
Number of Beds:	875
Inmate Type:	Adult
Call Time Limit:	30 min General Population (Intake/Booking 10 min)
Hours of Availability for Inmate Telephones:	Schedule varies on location/housing
Hours of Availability for Booking Telephones:	24/ 7
Hours of Availability for Video Visitation Stations:	Schedule varies on location
Inmate Telephones Required:	135; 6 Booking
Required Telephone Cord Length (Inmate Telephones):	18"
Visitation Telephones Required:	0
Required Telephone Cord Length (Visitation Telephones):	N/A
Portable/Cordless Phones Required:	1
ITS Workstations Required:	1
TDD Devices and Printers Required:	2
VRS Devices Required:	2
Public Pay Telephones:	1
Inmate Video Visitation Stations Required:	55
Required Cord Length (Inmate Video Visitation Stations):	18"
General Public Video Visitation Stations:	8
Required Cord Length (General Public Video Visitation Stations):	18"
VVS Workstations Required:	1
Required Tablets:	1:1 Ratio of inmates to Tablets
Required Charging Stations:	TBD
Required Kiosks (VVS Registration & Scheduling)	1

SUBSECTION 2 – INTERFACE CONTACT INFORMATION

Attachment 1 – Mandatory Requirements

SECTION I – FACILITY SPECIFICATIONS

Service Provider Type	Contact Name	Telephone Number	Email Address
JMS (BARIS Homegrown)	Seth Helmuth	816-377-9754	sjhelmuth@jacksoncounty.gov
Commissary (Keefe)	Aaron Sickles	314-255-4788	Aaron.sickles@keefegroup.com
Current ITS Monthly Call Statistics			
Category	Per Minute Rate	Calls	Minutes
Local			
Collect/Direct Bill	\$0.10	72,885	716,493
Pre-Paid Collect	\$0.10	13	43
Debit	\$0.10	22,034	274,767
Intralata/Intrastate			
Collect/Direct Bill	\$0.10	50,838	441,683
Pre-Paid Collect	\$0.10	5,871	61,741
Debit	\$0.10	0	0
Intralata/Interstate			
Collect/Direct Bill	\$0.10	1,777	22,753
Pre-Paid Collect	\$0.10	4,094	38,988
Debit	\$0.10	1,047	11,477
Interlata/Interstate and Domestic International			
Collect/Direct Bill	\$0.10	0	0
Pre-Paid Collect	\$0.10	342	5,219
Debit	\$0.10	705	6,258
International			
Collect/Direct Bill	\$0.10	5,642	57,123
Pre-Paid Collect	\$0.10	1	2
Debit	\$0.10	1,807	22,467
Current ITS Fees			
Debit Only	\$0.50	61	317
Pre-Paid Collect Funding Fees			
IVR/Automated			
Fee Description	Name	Amount	Frequency
	N/A	N/A	N/A
	N/A	\$3.00	Per Transaction

Attachment 1 – Mandatory Requirements

SECTION I – FACILITY SPECIFICATIONS

Live Representative	N/A	\$5.95	Per Transaction
Third Party Western Union	N/A	\$11.95	Per Transaction
Third Party Money Gram	N/A	\$10.95	Per Transaction
All Other Fees:	Not Allowed	Not Allowed	Not Allowed
Current VVS Fees			
Type of Visit	Per Minute	Maximum Minutes Per Visit	Average Cost/20 Min. Visit
Remote	\$0.25	20 Minutes	\$5.00

Attachment 1 – Mandatory Requirements

SECTION J - RATES, FEES AND REVENUE SHARE

Category **Per Minute Rate** **Avg. Cost/Call: 15 Minutes**

Local, In-State, Interstate and Domestic International	
All Bill Types	\$0.10
	International
Debit Only	\$0.50
	Payphone
Local	\$0.50
Long Distance	\$0.25
	Voicemail
Inbound	\$0.50
Outbound	\$3.00

ITS Required Fees

Fee Type	Amount	Frequency
Pre-Paid Collect Funding Fee		
IVR/Automated	\$3.00	Per Transaction
Live Representative	\$5.95	Per Transaction
Third Party Western Union	N/A	N/A
Third Party Money Gram	N/A	N/A
Third Party VENDOR 3	N/A	N/A
Third Party VENDOR 4	N/A	N/A

ITS Revenue Share

Category	Amount	Frequency
Revenue Share (%) ITS	82%	Per Month
Revenue Share (%) Voicemail	100%	Per Month
Revenue Share Pay Telephone (Flat Rate)	N/A	N/A
Supplemental Payment	N/A	N/A
Monthly Minimum Guarantee	N/A	N/A

Contractor shall specify the amount of the third-party fee paid by the end-user to fund a pre-paid account using the third party.

Attachment 1 – Mandatory Requirements

Monthly Cost Reimbursement Payment	\$6,000.00	Per Month
VVS Rates, Fees and Revenue Share		
Required VVS Rates		
Category	Per Minute Rate	Per Visit Rate
20 Minute Remote Video Visitation Session:	\$0.15	\$3.00
VVS Revenue Share		
Category	Amount	
Revenue Share (%)	50%	
Tablet Application Fees and Revenue Share		
Required Tablet Rates		
Category	Unit	Fee Amount
Educational		No Charge to Inmate or Jackson County
Video Messages	Per Message	\$1.00
Entertainment Media	Per Minute	\$0.01 with 50% Revenue Share
Required Tablet Rates		
Category	Amount	
Electronic Messages		Inmate is allotted eight (8) free family/friend text messages each month. Family/friend text messages exceeding allotment are charged at a rate of \$0.50/message
Electronic Messages with Attachments		\$1.00 / photo
Purchases/Usage		Tablets are provided at no charge. Inmates are not accessed charged for use of non-revenue generating tablet services (i.e. mail, requests, etc.)
Tablet Revenue Share		
Revenue Share (Entertainment Media) (%)		50.0%
Revenue Share (Electronic Messaging) (%)		10.0%
Additional Technology Rates, Fees and Revenue Share		
Category	Fee Unit/Amount	Revenue Share
Voice Biometrics and Data Analytics	No Charge Allowed	No Charge Allowed
Digital Mail Services Offsite	N/A	N/A
Other	N/A	N/A