

## COOPERATIVE PURCHASING AGREEMENT FOR

### **Inmate Telecommunication Services from Smart Communications Holding, Inc.**

This Cooperative Purchasing Agreement for **Inmate Telecommunication Services** (the "Agreement") is entered into, by, and between Snohomish County, a political subdivision of the State of Washington, **Smart Communications Holding, Inc.**, a Florida Corporation ("Contractor") registered to do business in Washington State, pursuant to chapter 39.34 RCW.

#### **Recitals**

1. On 7/16/2021 **Kitsap County** issued Request for Proposal ("RFP") #2021-129 to procure **Inmate Telecommunication Services**. The RFP included language to allow other government entities to cooperatively purchase off the contract awarded by **Kitsap County**.
2. As a result of the competitive process, **Kitsap County** awarded the contract for **Inmate Telecommunication Services** to **Smart Communications Holding, Inc.** **Kitsap County** and **Smart Communications Holding, Inc.** executed a contract for **Inmate Telecommunication Services** on November 29, 2021. The **Kitsap County** and **Smart Communications Holding, Inc.** Contract Number is KC-609-21.
3. Snohomish County needs **Inmate Telecommunication Services**. The County has researched the availability of **Inmate Telecommunication Services** and believes this contract to be in the best interest of the County because of the discounted pricing and quality of the **Inmate Telecommunication Services** offered by **Smart Communications Holding, Inc.**
4. **Smart Communications Holding, Inc.** has agreed to offer **Inmate Telecommunication Services** to Snohomish County based on the cooperative purchasing language in **Kitsap County** Solicitation and contract.
5. Snohomish County has reviewed **Kitsap County** and **Smart Communications Holding, Inc.'s** contract documents:
  - a. Snohomish County is requesting the ongoing purchases of **Inmate Telecommunication Services** from **Smart Communications Holding, Inc.**
  - b. The Snohomish County Office of Risk Management has reviewed and approved pertinent contract language related to indemnification and insurance.
  - c. The Snohomish County Purchasing Department agrees that based on research, information, and belief, **Kitsap County** complied with its own statutory contract requirements for competitive solicitation and posted the RFP online in compliance with RCW 39.34.030(5)(b).
6. Snohomish County believes that taking advantage of the pricing and terms contained in the **Kitsap County** Contract is in the best interest of the County.

#### AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

Cooperative Purchasing Agreement for  
**Inmate Telecommunication Services** Between Snohomish County and **Smart Communications Holding, Inc.**

1. Purpose: The purpose of this Agreement is to allow Snohomish County to purchase, and for **Smart Communications Holding, Inc.** to provide, **Inmate Telecommunication Services**. The parties agree to the terms and conditions contained in the Contract for **Inmate Telecommunication Services** between **Kitsap County** and **Smart Communications Holding, Inc.** executed on November 29, 2021 (KC-609-21), unless otherwise specified in this Agreement. The **Kitsap County** Contract is attached hereto and is hereby incorporated into this Agreement by reference.

2. The following sections of the **Kitsap County** Contract are hereby deleted and replaced as follows:

a. Section 3.1. Scope of Work. The Contractor shall provide all Goods and Services as identified in Attachment D – Inmate Communications Statement of Work.

b. Section 3.5. Payment.

a. If applicable, the County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.

b. Payment to the County for paid services shall be based upon actual usage by inmates and visitors, supported by documentation of usage and amounts earned.

c. Rates and fees payable to Contractor from inmates, and friends and family shall be as outlined in Attachment A Compensation.

c. Section 7.10. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name Snohomish County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, Additional Insured Endorsement, and all insurance notices to: Snohomish County IT Department, 3000 Rockefeller Avenue, M/S 709, Everett, WA 98201

d. Section 8.1. NOTICE AND CONTRACT REPRESENTATIVES

Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or

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certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

Snohomish County's Contract Representative

Name: Dee White  
Title: IT Contracts Specialist  
Address: 3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
Phone: (425) 388-3309 / DIS.Admin@co.snohomish.wa.us

Contractor's Contract Representative

Name: Jon Logan  
Title: CEO  
Address: 10491 72nd St  
Seminole, Florida 33777  
Phone: (888) 253-5178 / Jon.logan@smartcommunications.us


3. The following sections are hereby added as follows:
- a. Section 4.5. Data on Termination / Leave Behind Solution. Contractor shall provide a leave-behind solution at the end of the contract term. All CD-Rs, visitation recordings, documentation, reports, data, etc. are the property of the County and will be provided to the County by Contractor on a secure storage medium, and in a usable, user friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the Agreement. Contractor shall accept the County's reasonable decision whether the solution provided is acceptable. The leave-behind solution will be easily accessible for three (3) years after contract end date, and at the County's option, the leave behind solution must be located in the County's designated location.
  - b. Section 4.6. Termination of Kitsap Contract KC-609-21. Should the Kitsap Contract KC-609-21 be terminated, upon written request by the County to Contractor, Contractor agrees to continue to provide services to the County, and negotiate in good faith to create an agreement with substantially similar terms and conditions to prevent gaps in critical services provided to inmates.
  - c. Section 16. Software and Services – License Grant. The Contractor hereby grants the County a nonexclusive, nontransferable license to use the software and documentation during the term of this Agreement.

- d. Section 17. Privacy. Contractor acknowledges that the County data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the county data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.
4. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.
5. Unless otherwise specified in this Agreement, all terms and conditions contained in the Kitsap County Contract remain in full force and effect and bind the parties to this Agreement.
6. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**Snohomish County**

**Smart Communications Holding, Inc.**

\_\_\_\_\_  
 Snohomish County Executive      Date  
 Ken Klein  
 Executive Director

 Dec. 11, 2023  
 \_\_\_\_\_  
 Authorized Signature                      Date

\_\_\_\_\_  
 Snohomish County Risk Management      Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>1/10/2024</u>
ECAF #	<u>2023-1056</u>
MOT/ORD	<u>Motion 23-566</u>

# Attachment D Inmate Communications Statement of Work



## Preliminary Project Plan/Implementation Schedule

### I. Objective and Deliverables |

Smart Communications' objective is to provide the Snohomish County Corrections Bureau (SCCB) with a comprehensive inmate communication technology/service package which meets the requirements stated in the Agreement, this Attachment D, and Schedule 1 to this Attachment D. This package is composed of Smart Communications' SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, as well as the following value-added technologies, Services and benefits at **no cost**:

- SmartEvo™ ITS service with voice biometrics, call transcription and other advanced call management/investigative tools
- Patented MailGuard® Postal Mail Elimination System service (\$54,000.00 annual value)\*
- Patented MailGuardLegal® System service (\$27,000.00 annual value)\*
- SmartRequest™ Digital Request/Grievance/ Medical Form System service
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- All hardware with installation and software upgrades
- SmartTablet™ devices (configured for in-cell network access) with Wireless Charging Stations and SmartKiosk™ devices
- SmartInmate™ Electronic Messaging System service, including two **free** SmartInmate™ messages every week for each inmate (\$23,400.0 annual value)\*
- Free unlimited Attorney Messaging with Legal Document delivery and eSignature functionality
- SmartEd™ and SmartReentry™ tablet-based inmate educational resources and rehabilitative programs
- SmartLaw™ Digital Law Library (\$10,000.00 annual value)
- 24/7/365 live, U.S.-based customer and technical support provided

\*Based on an inmate average daily population (ADP) of 450.

Smart Communications utilizes a five-phase approach to project planning and implementation that is recognized by the Project Management Institute (PMI). Under this approach, projects are managed and implemented in five distinct phases: 1) Initiation, 2) Planning, 3) Execution, 4) Monitor and Control, and 5) Project Close.

**By coupling this phased approach to project management/implementation with our experience, Smart Communications anticipates all proposed systems will be installed and fully operational within 110 days of Agreement execution.**

A brief description of each project management/implementation phase and related tasks is provided below.



# Attachment D Inmate Communications Statement of Work



## II. Definitions which apply to this specific SOW:

- 1. Acceptance and Accepted** shall mean (i) the Work and/or Deliverables substantially satisfy the functions and Specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of Work and the delivery of Deliverables as described in this SOW and the Agreement.
- 2. Acceptance Testing Criteria** shall mean that plan set forth in sections V and VI of this Attachment D.
- 3. Documentation** shall mean collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the system and/or any software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the system and/or any software, including but not limited to the Functional Specifications and software Acceptance plan; and (c) any other Deliverable that is not hardware or software.
- 4. Functional Specifications** shall mean those specifications to which the system shall conform as set forth Schedule 1 to this Attachment D.
- 5. Material Defect** shall mean any Defect that (1) severely impacts the County's ability to use the system or the Contractor's ability to provide Services, or (2) has a significant financial impact on the County.
- 6. Regulatory Requirements** shall mean the restrictions, licenses, and laws applicable to providing the Services within the confines of a corrections environment.
- 7. Service Level Standards** shall mean the service level standards set forth in Schedule 2 of this Attachment D.
- 8. Site** shall mean the County's Adult Correctional facilities in Snohomish County, Washington.
- 9. Work** shall mean all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any whatsoever, that are conceived, reduced to practice, developed, discovered, authored, designed, programmed, invented or otherwise created or made by Contractor (whether solely or jointly with others) in connection with or as a result of its performance of the Services.

## III. Project Plan/Implementation Phase Overview |

- 1. Initiation (1.0):** Immediately after Agreement execution, Smart Communications conducts an internal planning meeting to review and discuss the project and related Documentation, including the Scope of Work and executed contract. During this meeting, Smart Communications staff are officially assigned to specific roles and project team/groups, which include:
  - Account Manager
  - Project Manager
  - Quality Assurance Manager
  - Client Services Manager
  - Installation Team
  - Software Engineers

Field Service Technicians (FSTs) located at our headquarters in Seminole, FL are also notified that a new client is being onboarded.

After the internal planning meeting has concluded, an introductory/project kick-off call is conducted with the

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County's designated Project Lead (PL). The primary purpose of this call is to schedule an on-Site pre-installation survey and project planning meeting, obtain the names and point of contact details for the primary project stakeholders, including IT department manager, facility escorts, materials receiver and any other project liaisons, as well as to request facility floorplans and Site access/security/background check forms.

The Initiation phase concludes after the on-Site Site survey and project planning meeting has been scheduled and the County's record in our internal project management system is updated with all relevant information discussed and obtained during this phase.

- 2. Planning (2.0):** During the planning phase, an on-Site pre-installation Site survey will be conducted by Smart Communications' project manager and installation team staff who thoroughly examine and inspect the facility's architecture, existing inmate communications systems infrastructure and jail system interfaces.



The project manager records various pieces of critical information to allow for a formal project/implementation plan timeline to be drafted and presented to the County for approval. The formal project plan will contain detailed information, including but not limited to:

- **Telephone/equipment room details:**
  - Physical location(s) and dimensions
  - Cabinet or rack mount requirements
  - Electrical and surge protection requirements
  - HVAC requirements
  - Telephone demarcation point(s)
- **Wireless Access Points (WAPs)**
- **Building to building connectivity (fiber) (if applicable)**
- **Hardware quantities and installation points:**
  - Network hardware for in cell WiFi access
  - SmartEvo™ ITS
  - SmartKiosk™ devices
  - SmartTablet™ devices and charging stations
  - MailGuardLegal® Cart
- **Detailed project plan/implementation timeline with Gantt Chart**
- **Main Distribution Frame (MDF) location**
- **Independent Distribution Frames (IDFs), housing units/pods and number of inmates per housing unit/pod**
- **Jail System Interfaces:**
  - Jail Management System (JMS)
  - Commissary
  - Inmate Trust Fund (ITF)
  - CorEMR Medical Software
- **Preferred local electrical contractor(s)**
  - Sequoyah- High Voltage
  - Milne- Low Voltage
- **Detailed provisioned service list:**
  - SmartEvo™ ITS
  - SmartInmate™ Electronic Messaging
  - MailGuard® and MailGuardLegal®
  - SmartVisit™ VVS
  - SmartRequest™
  - SmartEd™ and SmartReentry™
  - Jail System Interfaces

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The formal project plan will be submitted to the County’s Project Lead (PL) five days after the pre-installation Site survey has been completed.

Network broadband circuit delivery is subject to long delivery lead times. To expedite this process, the NetworkOperations Center (NOC) orders these circuits and services from Internet Service Provider(s) that will be used to support the systems to be installed immediately after the pre-installation site-survey.

Shortly after the pre-installation Site survey has been conducted and the formal project plan has been submitted, the on-Site project planning meeting with the County’s designated staff will take place. During this meeting, unique facility needs will be discussed, stakeholder questions and concerns are addressed and the formal project plan/implementation plan timeline is reviewed and approved.

The Planning phase concludes with the scheduling of on-Site installation and training of facility staff.

### 3. Execution (3.0): This phase includes several tasks and subtasks involving the following:

- Identification of network requirements to accommodate in cell WiFi access
- Requisition of hardware from inventory and preparation
- Design and development of JMS, Commissary and other applicable jail system interfaces
- Acquisition, conversion and loading of inmate data feeds
- Configuration of QA testing of provisioned service applications
- Post installation hardware/system application QA testing
- Shipping of hardware to Site location
- Creation of client user profiles and permissions with the SmartEcosystem™ Dashboard
- QA testing of JMS, Commissary and other applicable jail system interfaces
- Site installation
- On-Site facility staff training



The Execution phase concludes with performance of final hardware/systems testing, cut-over and turn-up.

### 4. Monitor and Control (4.0): During this phase, the 5-day Customer support period is initiated. During this time, the facility’s systems are closely monitored on-Site by Smart Communications’ on-Site staff and remotely by our NOC technicians. After the 5-day customer support period, a 30-day customer Acceptance period begins.

The Monitor and Control phase concludes with the client’s confirmation/Acceptance that all technologies and Services provided are functioning properly.



### 5. Project Close (5.0): During this final phase, Smart Communications will complete any outstanding action items (if applicable) and will request the client’s PL contact to sign-off on the successful completion of the project. A Project Implementation Satisfaction survey will also be distributed to be completed by County staff involved with the implementation. Once the County has signed-off on the project, the record is closed in our internal project management system.





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#### IV. Project Milestones |

The fields associated with major milestones are shaded in light gray within each high-level, preliminary project plan/implementation schedule provided below and can be broken down into pre-installation, on-site installation and post-installation milestones, as detailed in the narrative below. Major Project Milestones can be broken down into three categories as detailed in the narrative below:

1. Pre-Installation
2. On-Site Installation
3. Post-Installation

##### 1. Pre-Installation Milestones |

Pre-installation milestones are achieved during both the project Initiation and Planning phases.

1. Completion of Internal Planning/Kick-off Meeting
2. Completion of Introductory/Project Kick-off Call with the County's PL and Scheduling of Pre-Installation Site Survey Planning Meeting
3. Submission of Required Site Access/Security/Background Check Forms
4. Completion of Pre-Installation Site Survey and Full/Extensive Wireless Survey
5. Submission of Revised/Formal Project Plan/Implementation Schedule to County's PL
6. Ordering of Network Broadband Circuitry
7. On-Site Project Planning Meeting with PL and Designated Facility Staff
8. Scheduling of Equipment Installation and Facility Staff Training

##### 2. On-Site Installation Milestones |

On-Site installation milestones are achieved during the project Execution phase. The first set of these milestones are primarily achieved by Smart Communications' NOC, Software Engineering (SE) and Materials Procurement/Warehouse (MP) Personnel and include:

1. Finalization of Network Diagram
2. Requisition of Network and Inmate Hardware from Inventory
3. Ordering of Additional, Site-Specific Materials (i.e., cable, conduit, etc.)
4. Preparation/Configuration of Network and Inmate Hardware for in cell WiFi access
5. Creation of FTP Account to Support JMS, Commissary and Other Applicable Jail System Interfaces
6. Shipping and Delivery of Hardware and Additional Materials to Site

After the hardware and additional materials are delivered to the site, our NOC and SE, along with Quality Assurance (QA) and Client Services Management (CSM) Personnel work towards the completion of the second set of on-site installation milestones, which include:

1. Creation of SmartEcosystem™ Dashboard Client User Profiles and Permissions
2. Acquisition, Conversion and Loading of Inmate Data Feeds
3. Quality Assurance Testing of JMS, Commissary, CorEMR and Other Applicable Jail System Interfaces
4. Configuration and Quality Assurance Testing of Provisioned Service Applications (i.e., SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging, SmartEd™, SmartLaw™ Digital Law Library, etc.)

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While Smart Communications’ NOC, SE, QA and CSM staff work towards the completion of the second set of on-Site Installation milestones, our Installation Team Members (ITMs) begin the installation of the hardware and additional materials delivered to the Site location.

### 3. Post-Installation Milestones |

Post-installation milestones are achieved during the project Execution, Monitor and Control, and Project Closephases and include:

1. Successful Installation of All Network and Inmate Hardware and Additional Site Materials
2. All Network and Inmate Hardware Installed is Identified, Labeled and Documented in the Site Equipment Inventory List
3. Completion of All Post-Installation Hardware/System Application Quality Assurance Tests to Verify Functionality
4. Completion of On-Site Training with Facility Staff User Groups (i.e., System Administrator, Supervisory General and Investigation Staff)
5. Completion of System(s) Cut-Over and Turn-Up
6. Initiation of 5-day Customer support period then;
7. Initiation of 30-day Customer Acceptance period
8. Receipt of Confirmation/Acceptance of Proper System Functionality from the County’s PL
9. Contractor agrees to work with County staff and vendors providing existing services to determine options on transferring data, materials, commissary balances, etc. from existing vendors to Smart Communications’

## V. Milestones, Deliverables and Acceptance Criteria

Milestone	Deliverables	Acceptance Criteria
1. Project Initiation	<ul style="list-style-type: none"> <li>• Schedule and conduct internal planning meeting</li> <li>• Conduct introductory project kick-off call with Correction’s project lead</li> <li>• Update Correction’s project record within internal project management system with information obtained from introductory/project kick-off meeting</li> </ul>	Internal planning and kickoff meetings are complete and project record is updated.
2. Planning	<ul style="list-style-type: none"> <li>• Submit required site access / security / background check forms</li> <li>• Conduct pre-installation site survey</li> <li>• Create and remit formal project plan/implementation schedule to Correction’s project lead for initial review</li> </ul>	Site access and background check forms have been submitted. Site survey is complete. Project implementation plan has been reviewed and approved by County project lead. Circuits and internet service has been ordered. Onsite project planning meeting is

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	<ul style="list-style-type: none"> <li>• Order network broadband circuits and internet service (includes estimated lead time for circuit delivery and installation)</li> <li>• Conduct onsite project planning meeting with Correction’s project lead and designated stakeholders, IT department administrator, jail administrator, facility systems administrator, network administrator, facility escort, and additional project liaisons</li> <li>• Scheduling of onsite installation and training</li> </ul>	<p>complete. Onsite installation and trainings have been scheduled.</p>
<p>3. Project Execution</p>	<ul style="list-style-type: none"> <li>• Network design, network hardware requisition from inventory, and configurations</li> <li>• User hardware requisition from inventory and preparation</li> <li>• Design and development of JMS, Commissary, and other applicable jail system interfaces</li> <li>• Ship system hardware to site location/client materials receiver (includes time in transit)</li> <li>• Create SmartEcosystem Dashboard, client user profiles, and permissions</li> <li>• Inmate data feed acquisition, conversion and loading</li> <li>• QA testing of JMS, Commissary, and other applicable jail system interfaces</li> <li>• Configuration and QA testing provisioned service applications</li> <li>• Complete site installation pre-requisites</li> <li>• Site installation</li> <li>• Post installation hardware/system application QA testing</li> <li>• Conduct onsite training with facility staff user groups (system administrator, supervisory staff, general staff, investigation staff)</li> <li>• Final hardware/systems testing, cut-over, and turn-up</li> </ul>	<p>All configurations and interfaces are complete, tested and are functioning successfully. All hardware has been installed, tested, and is functioning as expected. Smart Ecosystem Dashboard is accessible by County staff. Inmate data has been converted and loaded. Site installation is complete, tested, and is functioning successfully. Onsite training has been provided to all user groups.</p>

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<p>4. Monitor and Control</p>	<ul style="list-style-type: none"> <li>• Initiate 5-day customer support period, followed by a 5-day customer Acceptance period.</li> <li>• Remote onsite systems monitoring and diagnostics</li> </ul>	<p>On-site monitoring and diagnostics are functioning successfully.</p>
<p>5. Project Close</p>	<ul style="list-style-type: none"> <li>• Complete any outstanding action items (if applicable)</li> <li>• Corrections project lead project completion sign-off</li> <li>• Distribution of project implementation satisfaction survey</li> <li>• Close out Corrections project record within internal project management system</li> </ul>	<p>All outstanding action items have been resolved. The system and all components are installed and functioning as expected.</p>

**VI. ACCEPTANCE TESTING**

1. Within ten (10) business days of the Contractor providing notice to the county that the system has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the Acceptance testing process at the County Site to determine if the system meets the requirements as documented in Schedule 1.
2. The Acceptance testing shall include thirty (30) days of continuous operation of the system without Material Defect in accordance with schedule 1 in the County’s fully implemented production environment.
3. If the County Accepts the Work, the County will send a notice of Acceptance to the Contractor.
4. If the County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
5. The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make correction or replacements within a mutually agreed upon time with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance testing period.
6. Another thirty (30) day successful operation period shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if mutually agreed to by the parties.
7. If the County Accepts the system following a second or subsequent Acceptance testing period, the County will send a notice of Acceptance to the Contractor.
8. If the Contractor does not correct or replace the unacceptable aspects of the system, the County may declare a breach of the Agreement.

**VII. SERVICE LEVEL STANDARDS [see Schedule 2]**

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## VIII. PROJECT MANAGEMENT

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Smart Communications/County). The County Project Manager and Smart Communications will negotiate the Acceptance level of project management oversight at the Kickoff Meeting.

## IX. PROJECT COMPLETION CRITERIA

The full inmate communications solution supplied by Smart Communications (including all hardware, software, custom configurations, training, and support agreements) as described in this SOW and Schedule 1 – Contractor Requirements, has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project Documentation (including those documents submitted by Smart Communications) must be satisfactorily met by Smart Communications products/Services, tested by the County, and Accepted through testing (at the discretion of the County).

## X. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the Agreement or the Contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

## XI. TIMELINE

Time is of the essence. Contractor is required to meet all milestone timelines specified in this SOW.

## XII. COMPENSATION

Compensation shall be paid to the Contractor in accordance with Kitsap County Contract KC-609-21, Attachment A Compensation and Fees.

## XIII. PROJECT MANAGERS

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County Project Champion ("SCPC")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Lt. Clint Moll	<b>Name:</b>	Steve Keer
<b>Address:</b>	Corrections 3025 Oakes Ave Everett, WA 98201	<b>Address:</b>	Regional Sales Director 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 388-3182	<b>Phone:</b>	(727) 253-8682
<b>Email:</b>	<a href="mailto:Clinton.moll@snoco.org">Clinton.moll@snoco.org</a>	<b>Email:</b>	<a href="mailto:steven.keer@smartcommunications.us">steven.keer@smartcommunications.us</a>
County Project Manager ("SCPM")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Shannon Boswell	<b>Name:</b>	Jerome Anderson
<b>Address:</b>	Operational Excellence 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	VP, Sales 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 312-0597	<b>Phone:</b>	(727) 992-3495
<b>Email:</b>	<a href="mailto:Shannon.boswell@snoco.org">Shannon.boswell@snoco.org</a>	<b>Email:</b>	<a href="mailto:jerome.anderson@smartcommunications.us">jerome.anderson@smartcommunications.us</a>
County Project Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Deputy Rick Carlson	<b>Name:</b>	Julie Shakir
<b>Address:</b>	Corrections 3025 Oakes Ave Everett, WA 98201	<b>Address:</b>	Client Services SME 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 262-2111	<b>Phone:</b>	(727) 337-6546
<b>Email:</b>	<a href="mailto:Rick.carlson@snoco.org">Rick.carlson@snoco.org</a>	<b>Email:</b>	<a href="mailto:julie.shakir@smartcommunications.us">julie.shakir@smartcommunications.us</a>
County Project Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Jeff Carroll	<b>Name:</b>	Mark Foster
<b>Address:</b>	Corrections 3025 Oakes Ave Everett, WA 98201	<b>Address:</b>	Implementation Project Manager 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 388-5362	<b>Phone:</b>	(727) 253-0844
<b>Email:</b>	<a href="mailto:Jeff.carroll@snoco.org">Jeff.carroll@snoco.org</a>	<b>Email:</b>	<a href="mailto:mark.foster@smartcommunications.us">mark.foster@smartcommunications.us</a>
County Project Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Sergeant Jea Lee	<b>Name:</b>	Jevon Mollett
<b>Address:</b>	Corrections 3025 Oakes Ave Everett, WA 98201	<b>Address:</b>	Wireless Network Engineer 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 388-5320	<b>Phone:</b>	(727) 992-4802
<b>Email:</b>	<a href="mailto:Jea.lee@snoco.org">Jea.lee@snoco.org</a>	<b>Email:</b>	<a href="mailto:jevon.mollett@smartcommunications.us">jevon.mollett@smartcommunications.us</a>
County Project Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
<b>Name:</b>	Deputy Brandon Gloor	<b>Name:</b>	Emily Jalilo
<b>Address:</b>	Corrections	<b>Address:</b>	Call Center – Public User Support

Attachment D  
 Inmate Communications  
 Statement of Work



	3025 Oakes Ave Everett, WA 98201		10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 262-2737	<b>Phone:</b>	(727) 349-1561
<b>Email:</b>	<a href="mailto:Brandon.gloor@snoco.org">Brandon.gloor@snoco.org</a>	<b>Email:</b>	<a href="mailto:emily.jalilo@smartcommunications.us">emily.jalilo@smartcommunications.us</a>
<b>County Facilities Maintenance SME ("SCSME")</b>		<b>Contractor Project Manager ("CPM")</b>	
<b>Name:</b>	Paul Cailotto	<b>Name:</b>	Facility Support
<b>Address:</b>	Corrections 3025 Oakes Ave Everett, WA 98201	<b>Address:</b>	Maintenance / Repair 10491 72 <sup>nd</sup> Street Seminole, FL 33777
<b>Phone:</b>	(425) 312-0647	<b>Phone:</b>	(844) 346-0988
<b>Email:</b>	<a href="mailto:Paul.cailotto@snoco.org">Paul.cailotto@snoco.org</a>	<b>Email:</b>	<a href="mailto:support@smarteco.us">support@smarteco.us</a>

**ESCALATION PATH**

**Snohomish County:**

Captain Robert Ogawa, (425) 262-2332, [Robert.ogawa@snoco.org](mailto:Robert.ogawa@snoco.org)

**Smart Communications:**

Lisa Eddy VP Operations, (727) 288-6308, [lisa.eddy@smartcommunications.us](mailto:lisa.eddy@smartcommunications.us)

**XIV. Security Requirements**

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County will create a Contractor access account, as needed. Server access will be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

**XV. Beta Testing of New Products and Features**

The County agrees to participate in beta testing of new product offerings or features developed for distribution by Contractor during the life of this agreement. Details of the beta testing protocol, including product inventory, feature adoption, size, scope and impact of evaluation will be determined jointly by County and Contractor prior to the start of any evaluation period. Prior to adoption and go-live of any beta-tested products or features, the County agrees to negotiate any related changes to Attachment A, Compensation. Revisions to the compensation schedule shall be in writing and executed as amendments to this agreement prior to any revision's effective date.

**XVI. Data Rights**

**Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of the Agreement.

# Attachment D

## Inmate Communications

### Statement of Work



**Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in the Contract or this SOW and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of the Agreement.

## XVII. SAML 2.0 Compliance

### Annual Certificate Updates

If the County elects to utilize single sign-on (SSO) functionality offered by the Contractor, the Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. County shall provide Contractor with notice of a token-signing certificate expiration and shall provide Contractor with the new certificate prior to the scheduled change. If the Contractor has not implemented the full SAML 2.0 standard to include monitoring of federation metadata, the Contractor shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software’s certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

#### Contractor Contact for Certificate Coordination

Name  
Phone  
Email

#### County Contact for Certificate Coordination

Todd Ryden  
425.388.3867  
[ADFS-support@co.snohomish.wa.us](mailto:ADFS-support@co.snohomish.wa.us) (preferred)

## XVIII. SITES AND LOCATIONS

The Work will be conducted both remotely and at the County facility located below:

Snohomish County  
3025 Oakes Ave  
Everett, WA 98201

## XIX. ATTACHMENTS

- Schedule 1 – Contractor Requirements
- Schedule 2 – Service Level Standards



# Attachment D Inmate Communications Statement of Work



## Preliminary Project Plan/Implementation Schedule Timeline |

### Snohomish County Corrections Bureau (SCCB) Preliminary Project Plan/Implementation Schedule

WBS Task ID	Task Name	Duration (Days)	Resources Employed
-	<b>SCCB Project Plan/Implementation Schedule Total Duration</b>	<b>110</b>	<b>-</b>
<b>1.0</b>	<b>INITIATION (Starts Immediately After Contract Execution)</b>	<b>3</b>	<b>-</b>
<b>1.1</b>	<b>Schedule and Conduct Internal Planning Meeting:</b>	<b>2</b>	<b>CSM, PM, AM</b>
1.1.1	<i>Review and discussion of project related documentation:</i>		"
1.1.1.1	<i>RFP Scope of Work, proposal and preliminary project plan/implementation schedule</i>		"
1.1.1.2	<i>Executed contract</i>		"
1.1.2	<i>Official assignment of Smart Communications project team members/groups, roles and responsibilities:</i>		"
1.1.2.1	<i>Account Manager (AM)</i>		"
1.1.2.2	<i>Client Services Manager (CSM)</i>		"
1.1.2.3	<i>Project Manager (PM)</i>		"
1.1.2.4	<i>Installation Team Members (ITMs)</i>		"
1.1.2.5	<i>Field Service Technicians (FSTs)</i>		"
1.1.2.6	<i>Software Engineers (SE)</i>		"
1.1.2.7	<i>Network Operations Center (NOC)</i>		"
1.1.2.8	<i>Quality Assurance (QA)</i>		"
1.1.2.9	<i>Materials Procurement/Warehouse (MP)</i>		"
1.1.2.10	<i>Subcontractor Staff (if applicable) (SUB)</i>		"
1.1.3	<i>Research Local Internet Service Providers (ISPs)</i>		PM
1.1.4	<i>Schedule client introductory/project kick-off call with SCCB's designated Project Lead (PL)</i>		CSM
1.1.5	<i>Update SCCB's project record within internal project management system:</i>		PM
1.1.5.1	<i>SCCB Project Lead name and point of contact information</i>		CSM
1.1.5.2	<i>Revisions to preliminary project plan/implementation schedule based upon RFP requirements/contract execution date.</i>		PM
1.1.5.3	<i>Client introductory/project kick-off call date and time</i>		CSM
<b>1.2</b>	<b>Conduct Introductory/Project Kick-Off Call with SCCB's Project Lead (PL):</b>	<b>1</b>	<b>CSM, AM, PM, PL</b>
1.2.1	<i>Schedule onsite pre-installation survey and project planning meeting</i>		"
1.2.2	<i>Request client primary project stakeholder names and point of contact information:</i>		CSM
1.2.2.1	<i>IT Department Administrator (ITDA)</i>		"
1.2.2.2	<i>Jail Administrator (JA)</i>		"
1.2.2.3	<i>Facility Systems Administrator (FSA)</i>		"
1.2.2.4	<i>Network Administrator (NA)</i>		"
1.2.2.5	<i>Facility Escort(s) (FE)</i>		"
1.2.2.6	<i>Materials Receiver (MR)</i>		"
1.2.2.7	<i>Additional Project Liaisons (APL) (if applicable)</i>		"
1.2.3	<i>Request facility floorplans and site access/security/background check forms</i>		PM
<b>1.3</b>	<b>Update SCCB's Project Record within Internal Project Management System with Information Obtained from Introductory/Project Kick-Off Call</b>	<b>1</b>	<b>CSM, PM, AM</b>
<b>2.0</b>	<b>PLANNING</b>	<b>47</b>	<b>-</b>
<b>2.1</b>	<b>Submit Required Site Access/Security/Background Check Forms</b>	<b>1</b>	<b>PM</b>
<b>2.2</b>	<b>Conduct Pre-installation Site Survey:</b>	<b>5</b>	<b>PM, ITM(s), FST(s), NOC, PL, FE, ITDA, NA</b>
2.2.1	<i>Examination and inspection of facility architecture, existing inmate communication systems infrastructure and jail system interfaces:</i>		PM, ITM(s), FST(s), NOC ITMs, ITDA, NA, FE
2.2.1.1	<i>Telephone/data equipment room details:</i>		PM, ITDA, NA, FE
2.2.1.1.1	<i>Physical location(s) and dimensions</i>		"

# Attachment D

## Inmate Communications

### Statement of Work



WBS Task ID	Task Name	Duration (Days)	Resources Employed
2.2.1.1.2	Cabinet or rack mount requirements		"
2.2.1.1.3	Electrical and surge protection requirements		"
2.2.1.1.4	HVAC requirements		"
2.2.1.1.5	Telephone demarcation point(s)		"
2.2.2	Identify Main Distribution Frame (MDF) location		"
2.2.3	Identify of number of Independent Distribution Frames (IDFs), housing units/pods, number of inmates per housing unit/pod		"
2.2.4	Jail System Interfaces:		"
2.2.4.1	Jail Management System (JMS)		"
2.2.4.2	Commissary		"
2.2.4.3	Inmate Trust Fund (ITF)		"
2.2.5	Wireless Access Points		NOC
2.2.5.1	Full/Extensive Wireless Survey		NOC
2.2.5.2	Frequency bands currently in use (to prevent interference)		NOC
2.2.6	Inspection and testing of existing telecom/network cabling		"
2.2.7	Identification of build to building connectivity (fiber) (if applicable)		"
2.2.8	Review electrical/cabling requirements and identify preferred local subcontractors (if applicable)		"
2.2.9	Identify new/additional hardware installation points (if applicable)		"
2.2.10	Update SCCB's project record within internal project management system with information obtained from pre-installation site survey		"
<b>2.3</b>	<b>Create and Remit Formal Project Plan/Implementation Schedule to SCCB's Project Lead (PL) for Initial Review:</b>	<b>5</b>	<b>PM, PL</b>
2.3.1	Point of contact details for SCCB's primary project stakeholders and project management/installation team staff		PM
2.3.2	Provisioned Services List:		"
2.3.2.1	SmartEvo™ ITS related:		"
2.3.2.1.1	Inbound Voicemail Exchange (VMX™)		"
2.3.2.1.2	Video Relay Service (VRS)		"
2.3.2.2	SmartInmate™ Electronic Messaging related:		"
2.3.2.2.1	Text Messaging		"
2.3.2.2.2	Inbound Photo Delivery		"
2.3.2.3	MailGuard®		"
2.3.2.4	MailGuardLegal®		"
2.3.2.5	SmartVisit™ VVS:		"
2.3.2.5.1	Onsite video visitation		"
2.3.2.5.2	Remote video visitation		"
2.3.2.5.3	Remote video on-demand (VOD) visitation		"
2.3.2.6	SmartRequest™ Digital Request/Grievance/Medical Form System		"
2.3.2.7	SmartLaw™ Digital Law Library		"
2.3.2.8	SmartEd™ and SmartReentry™ (tablet devices only)		"
2.3.2.9	SmartEntertainment™ (tablet devices only)		"
2.3.2.10	Automated Information System (AIS)		"
2.3.3	Jail System Interfaces:		"
2.3.3.1	Jail Management System (JMS)		"
2.3.3.2	Commissary		"
2.3.3.3	Inmate Trust Fund (ITF)		"
2.3.4	Provisioned Hardware List:		"
2.3.4.1	Network hardware quantities and installation point(s):		"
2.3.4.1.1	Firewall		"
2.3.4.1.2	Ethernet Switches		"
2.3.4.1.3	PoE Ethernet Switches		"

# Attachment D

## Inmate Communications

### Statement of Work



WBS Task ID	Task Name	Duration (Days)	Resources Employed
2.3.4.1.4	Analog/VoIP Gateway		"
2.3.4.1.5	Media Server		"
2.3.4.1.6	Uninterruptible Power Supply (UPS)		"
2.3.4.2	SmartEvo™ ITS related hardware quantities and installation points:		"
2.3.4.2.1	Inmate telephone stations (stationary) with specified cord length		"
2.3.4.2.2	Inmate telephone stations (mobile) with specified cord length		"
2.3.4.2.3	TTY/TTD devices (if applicable)		"
2.3.4.2.4	Inmate telephone visitation sets with specified cord length		"
2.3.4.3	SmartTablet™ hardware quantities and installation points:		"
2.3.4.3.1	Charging stations		"
2.3.4.3.2	Wireless access points (WAPs)		"
2.3.4.4	SmartKiosk™ hardware quantities and installation points:		"
2.3.4.4.1	Kiosk user type (inmate or public)		"
2.3.4.4.2	Kiosk handset type (single or dual) and cord length		"
2.3.4.4.3	Kiosk mounting type (wall, floor or pedestal)		"
2.3.4.5	MailGuardLegal® Cart quantity and delivery locations		"
<b>2.4</b>	<b>Order Network Broadband Circuits and Internet Service (includes estimated lead time for circuit delivery and installation)</b>	<b>39</b>	<b>PM, NOC</b>
<b>2.5</b>	<b>Conduct Onsite Project Planning Meeting with SCCB's Project Lead and Designated Stakeholders - IT Department Administrator (ITDA), Jail Administrator (JA), Facility Systems Administrator (FSA), Network Administrator (NA), Facility Escort (FE) and Additional Project Liaisons (APL):</b>	<b>2</b>	<b>PM, CSM, AM, ITDA, JA, FSA, NA, APL, FE</b>
2.5.1	Introductions with review/finalization of team roles and responsibilities		"
2.5.2	Review scope, objectives and requirements of project and contract		"
2.5.3	Discuss other unique facility needs		"
2.5.4	Address client stakeholder questions and concerns		"
2.5.5	Discuss and finalize on-site routine maintenance schedule		"
2.5.6	Finalize and approve formal project plan/implementation schedule		"
2.5.7	Update SCCB's project record within internal project management system with information obtained from project planning meeting		PM, CSM
<b>2.6</b>	<b>Scheduling of On-site Installation and Training:</b>	<b>1</b>	<b>PM, CSM, PL</b>
2.6.1	Identification and scheduling of facility escort(s) and review of facility access policies and procedures		"
2.6.2	Identification of on-site training location		"
2.6.3	Identification and scheduling of facility staff to participate in on-site training in accordance with user groups (facility staff, staff administrator, investigators and systems administrator)		"
2.6.4	Schedule removal of existing provider's hardware		"
2.6.5	Travel arrangements/scheduling for installation team staff and instructor		PM, CSM
2.6.6	Update SCCB's project record within internal project management system with onsite installation and training information		PM
<b>3.0</b>	<b>EXECUTION</b>	<b>89</b>	<b>-</b>
<b>3.1</b>	<b>Network Design, Network Hardware Requisition from Inventory and Configurations:</b>	<b>15</b>	<b>NOC, SE, MP</b>
3.1.1	Build network diagrams		"
3.1.2	Configure system network monitoring and recording faculties		"
3.1.3	Create DNS hostname		"
3.1.4	Add network(s) to location		"
3.1.5	Verify billing address		"
3.1.6	Firewall		"
3.1.6.1	Install remote access scripts		"
3.1.6.2	Verify firewall rules		"
3.1.7	Ethernet Switches		"
3.1.8	PoE Ethernet Switches		"

# Attachment D

## Inmate Communications

### Statement of Work



WBS Task ID	Task Name	Duration (Days)	Resources Employed
3.1.9	Analog/VoIP Gateways		"
3.1.10	Media Server		"
3.1.11	WAPs		"
3.1.12	Uninterruptible Power Supply (UPS)		"
<b>3.2</b>	<b>User Hardware Requisition from Inventory and Preparation:</b>	<b>20</b>	<b>PM, SE, CSM, MP</b>
3.2.1	SmartEvo™ ITS hardware:		PM, MP
3.2.1.1	Inmate telephone stations (stationary)		"
3.2.1.2	Inmate telephone stations (mobile)		"
3.2.1.3	TTY/TTD devices		"
3.2.1.4	Order ITS rate and tax tables		SE
3.2.1.5	Install instructions into phones		"
3.2.1.6	Inmate telephone visitation sets		"
3.2.2	SmartKiosk™ hardware		PM, MP
3.2.3	SmartTablet™ hardware and charging stations		"
3.2.4	MailGuard® Postal Mail Elimination System Staging:		CSM
3.2.4.1	Establish client P.O. Box for inmate personal mail delivery		"
3.2.4.2	Prepare change of mailing address notice to be distributed to inmate friends, family and constituents		"
3.2.5	MailGuardLegal® hardware		PM, MP
<b>3.3</b>	<b>Design and Development of JMS, Commissary and Other Applicable Jail System Interfaces:</b>	<b>15</b>	<b>SE</b>
3.3.1	Create FTP Account		"
3.3.2	Send data feed requirements and request inmate data feeds (PIN, PAN, Account Balances, etc...) to appropriate vendors		"
<b>3.4</b>	<b>Ship System Hardware to Site Location/Client Materials Receiver (MR) (includes time in transit)</b>	<b>4</b>	<b>MP, MR</b>
<b>3.5</b>	<b>Create SmartEcosystem™ Dashboard Client User Profiles and Permissions:</b>	<b>20</b>	<b>CSM</b>
3.5.1	Systems Administrator		"
3.5.2	Supervisory staff		"
3.5.3	General staff		"
3.5.4	Investigative staff		"
<b>3.6</b>	<b>Inmate Data Feed Acquisition, Conversion and Loading:</b>	<b>10</b>	<b>SE, PM</b>
3.6.1	Scrub received inmate data received		"
3.6.2	Load inmate PIN, PAN, and account data into SmartEcosystem™ Dashboard		"
3.6.3	Load facility announcement and voice prompts into SmartEcosystem™ Dashboard		"
3.6.4	Test initial data received		"
3.6.5	Verify housing assignment integration		SE, PM
3.6.6	Automate data imports		SE
3.6.7	Integrate extra JMS data fields (if applicable)		"
<b>3.7</b>	<b>QA Testing of JMS, Commissary and Other Applicable Jail System Interfaces</b>	<b>5</b>	<b>SE</b>
<b>3.8</b>	<b>Configuration and QA Testing Provisioned Service Applications:</b>	<b>13</b>	<b>SE, CSM, NOC</b>
3.8.1	SmartEvo™ ITS related:		SE
3.8.1.1	Inbound Voicemail Exchange (VMX™)		"
3.8.1.2	Video Relay Service (VRS)		"
3.8.2	Smartinmate™ Electronic Messaging related:		"
3.8.2.1	Text Messaging		"
3.8.2.2	Inbound Photo Delivery		"
3.8.3	MailGuard®		CSM, SE
3.8.3.1	Enable MailGuard® options (i.e. locations, mailbox selection, etc...)		CSM
3.8.3.2	Establish personal mail switchover date		"
3.8.3.3	Upload change of inmate mailing address notice to facility's website		SE

# Attachment D

## Inmate Communications

### Statement of Work



WBS Task ID	Task Name	Duration (Days)	Resources Employed
3.8.4	MailGuardLegal <sup>®</sup>		"
3.8.5	SmartVisit™ VVS related:		CSM, SE, NOC
3.8.5.1	Establish user types		CSM
3.8.5.2	Collect and configure onsite and remote video visitation schedule details		CMS, SE
3.8.5.3	Configure onsite and remote video visitation firewall		NOC
3.8.6	SmartRequest™ Digital Request/Grievance/Medical Forms:		CSM, SE
3.8.6.1	Acquire and/or request/grievance/medical form materials		CSM
3.8.6.2	Develop and program SmartRequest™ form workflows/facility staff responsibilities		"
3.8.6.3	Send SmartRequest™ invitations to all applicable facility staff		"
3.8.6.4	Establish SmartRequest™ Turn-Up Date		"
3.8.7	SmartLaw™ Digital Law Library:		CSM, SE
3.8.7.1	Establish SmartLaw™ Digital Law Library Turn-Up Date		CSM
3.8.8	SmartEd™ and SmartReentry™		SE
3.8.9	SmartEntertainment™		"
3.8.10	Automated Information System (AIS)		"
3.8.11	Develop customized inmate family and friend informational brochures and signage		"
<b>3.9</b>	<b>Complete Site Installation Prerequisites:</b>	<b>10</b>	<b>PM, ITMs, FSTs, FE, SUB (if applicable)</b>
3.9.1	Cabling and Electrical:		"
3.9.1.1	SCCB preferred electrical contractor (if applicable)		"
3.9.1.2	SCCB preferred low voltage contractor (if applicable)		"
<b>3.10</b>	<b>Site Installation:</b>	<b>11</b>	<b>PM, ITMs, FSTs, QA, CSM, NOC, MR, ITDA, NA, FE</b>
3.10.1	Confirm all hardware has been received onsite		PM, ITMs, FSTs, MR
3.10.2	Conduct initial test of installed broadband circuits and internet service to verify connectivity/functionality		PM, QA, NA, ITDA
3.10.3	Install network equipment hardware and test remote access		ITMs, FSTs, QA, NA
3.10.4	Install SmartEvo™ ITS related hardware:		ITMs, FSTs
3.10.4.1	Identify ANIs		PM
3.10.5	Install inmate SmartKiosk™ devices		ITMs, FSTs
3.10.6	Install public SmartKiosk™ devices		"
3.10.7	Install, configure and test WAPs		NOC, QA
3.10.8	Install SmartTablet™ device charging stations		ITMs, FSTs
<b>3.11</b>	<b>Post Installation Hardware/System Application QA Testing:</b>	<b>7</b>	<b>PM, ITMs, FSTs, QA, CSM, SE, FE</b>
3.11.1	Verify SmartEvo™ ITS related hardware functionality and call/sound quality on all provisioned services:		FSTs, QA
3.11.1.1	Outgoing calls		"
3.11.1.2	On-site visitation calls (if applicable)		"
3.11.1.3	Inbound Voicemail Exchange (VMX™)		"
3.11.1.4	Video Relay Service (VRS)		"
3.11.3	SmartKiosk™ and/or SmartTablet™ related:		"
3.11.3.1	Verify wired network connectivity		NOC
3.11.3.2	Verify wireless network connectivity		"
3.11.3.3	Verify device login functionality		FSTs, QA
3.11.3.4	Verify SmartVisit™ VVS functionality and call/sound/video quality		"
3.11.3.5	Verify functionality of all provisioned SmartInmate™ Electronic Messaging system features		"
3.11.3.6	Verify SmartRequest™ application functionality and routing		QA, CSM
3.11.3.7	Verify SmartLaw™ Digital Law Library functionality and accessibility		"

# Attachment D

## Inmate Communications

### Statement of Work



WBS Task ID	Task Name	Duration (Days)	Resources Employed
3.11.3.8	Verify PDF Viewer and Calendar applications functionality and accessibility		"
3.11.3.9	Confirm accessibility of facility documents (inmate handbook, PREA information, etc...)		"
3.11.3.10	Confirm device's video player is functional and facility videos are accessible		"
3.11.3.11	Verify functionality and accessibility of MailGuard <sup>®</sup> related services		"
3.11.3.12	Verify SmartEd <sup>™</sup> and SmartReentry application functionality and accessibility (tablet devices only)		"
3.11.3.13	Verify SmartEntertainment <sup>™</sup> functionality and sound/video quality (tablet devices only)		"
3.11.3.14	Verify commissary interface functionality		QA, SE
3.11.3.15	Verify inmate trust fund balance and debit purchase lookup functionality and accuracy		"
3.11.3.16	Verify CareerOneStop Job Search functionality and accessibility		"
3.11.4	Test MailGuardLegal <sup>®</sup> Cart functionality/performance		QA
3.11.5	Verify Automated Information System (AIS) functionality and accuracy		QA, CSM, SE
<b>3.12</b>	<b>Conduct On-site Training with Facility Staff User Groups (Systems Administrator, Supervisory Staff, General Staff, Investigation Staff):</b>	<b>2</b>	<b>CSM, Facility User Groups</b>
3.12.1	Distribute customized inmate family and friend informational brochures and signage		"
<b>3.13</b>	<b>Final Hardware/Systems Testing, Cut-Over and Turn-Up:</b>	<b>4</b>	<b>PM, FSTs, CSM, QA, SE, NOC, ITDA</b>
3.13.1	SmartEvo <sup>™</sup> ITS related hardware and systems:		PM, ITMs, FSTs, QA, SE
3.13.1.1	Assign descriptions to housing areas/units by ANI		PM, SE
3.13.1.2	Assign devices to housing areas/units		"
3.13.2	SmartKiosk <sup>™</sup> and/or SmartTablet <sup>™</sup> related hardware and applications:		PM, CSM, QA, SE, NOC
3.13.2.1	Install SSH (Secure Shell) keys		SE
3.13.2.2	Disable "coming soon" screen		"
3.13.2.3	Remote restart all devices		NOC
3.13.2.4	Distribute SmartTablet <sup>™</sup> devices to inmates		PM, CSM
3.13.2.5	SmartInmate <sup>™</sup> Electronic Messaging related systems		SE, QA
3.13.2.6	MailGuard <sup>®</sup>		QA, CSM
3.13.2.6.1	Update facility website to indicate MailGuard <sup>®</sup> is active		CSM, ITDA
3.13.2.7	MailGuardLegal <sup>®</sup>		QA, CSM
3.13.2.8	SmartVisit <sup>™</sup> VVS related systems		"
3.13.2.9	SmartRequest <sup>™</sup> Digital Request/Grievance/Medical Form system		"
3.13.2.10	SmartLaw <sup>™</sup> Digital Law Library		"
3.13.2.11	SmartEd <sup>™</sup> and SmartReentry <sup>™</sup>		"
3.13.2.12	SmartEntertainment <sup>™</sup>		"
3.13.2.13	Deposit kiosk related systems		"
<b>4.0</b>	<b>MONITOR AND CONTROL</b>	<b>5</b>	<b>-</b>
<b>4.1</b>	<b>Initiate 5-day Customer Acceptance Period</b>	<b>5</b>	<b>PM, QA, CSM, NOC, PL, Facility User Groups</b>
<b>4.2</b>	<b>Remote and on-site systems monitoring and diagnostics</b>	<b>5</b>	<b>NOC</b>
	<b>PROJECT CLOSE</b>	<b>1</b>	<b>-</b>
<b>5.1</b>	<b>Complete any outstanding action items (if applicable)</b>	<b>1</b>	<b>PM</b>
<b>5.2</b>	<b>SCCB Project Leader (PL) project completion sign-off</b>	<b>1</b>	<b>PM, PL</b>
<b>5.3</b>	<b>Distribution of project implementation satisfaction survey</b>	<b>1</b>	<b>CSM, PM, PL</b>
<b>5.4</b>	<b>Close out SCCB's project record within internal project management system</b>	<b>1</b>	<b>PM, CSM</b>

## **Contractor/System Requirements**

### I. Common Requirements

- **Business Requirements**

- Payment of all Commissions will be made to the Snohomish County Sheriff's Office – Corrections Bureau
- Design, provide, install, and maintain a comprehensive inmate communications system (phone, electronic mail, legal mail solution/scanner, video visits, messaging, photos, email, electronic kite system)
- Provide, implement, and maintain an inmate tablet hardware and software service program in the Snohomish County Jail

- **Legal Requirements**

- Compliance with the substantive requirements of Chapter 2.460 Snohomish County Code
- Compliance with all records retention requirements

- **Support Requirements**

- Reporting of all system issues, outages and other problems shall be handled through the Contractor's support center, which shall be accessible online, by toll-free telephone, and by email
  - Provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County designee in resolving all system problems
  - Provide availability of dedicated, on-site, technical support by a qualified technician for during the first 60 days following go live as needed, and in the event of unresolved issues impacting the inmate's ability to communicate using the tablets or phones. If, during this time, the Contractor determines on-site technical support is no longer needed, the County may request continued on-site technical support at the hourly rates listed in Attachment D for those implementation-related services.
  - Provide support for public users
- Responsibility for the replacement of inmate tablets or individual components, including network access, cabling & wiring, as necessary to maintain operability, regardless of cause. Causes include but are not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. County shall provide damaged tablets to Contractor for assessment to determine if damage was intentional or a technical issue. Contractor shall provide County with Replacement tablets. If damage is determined to have been intentional Contractor shall follow their established policies and practices to assess fees to assigned inmate for payment of the replacement tablet, which may include but

## Schedule 1 – Contractor Requirements

is not limited to: direct debit from individual Smart Communications account balance or inmate account as allowed by law, or replacement tablet payment from friends or family. Contractor shall provide terms and conditions to individuals upon establishing their accounts and shall provide County with updated tablet cost information no less than annually.

- Replacement of system or components immediately upon notification by County at no cost to the County
- **Training Requirements**
  - Training will be offered for the life of the contract, including applicable pre-launch, implementation, and ongoing product training to new and existing facility staff
    - Provide training in a train-the-trainer format of developing skills for facility staff to be able to train others Onsite 40 hours each week for 2 weeks at go live. (One week to train the experts then monitoring the following week as the Snohomish County Corrections experts train others)
    - Provide training according to role and permissions determined by Corrections Tech Team
    - Provide assistance to public users for setting up accounts and funding options
    - Provide training for major upgrades (requiring changes in processes) in person by a contractor's trainer onsite.
  - Training will be provided to all inmates for the full use of the system(s)
  - Provide standing quarterly check-ins about updates that are being made prior to upgrades occurring including a minimum of 3 months to rollout new major upgrades that require changes in process
- **Cost Requirements**
  - Payment will be made to County based on 'Gross Revenue' or 'Raw Income' on inmate phones and tablets. No expense, bad debt, unbillable or any other debt will be deducted from the commissions paid to County
- **System Security and Integrity**
  - System will be highly configurable, multi-level security customizable according to permissions

## II. Tablet Hardware/Services & Software Requirements:

### Tablet Hardware

- Contractor shall provide tablet hardware counts estimated at a ratio of 1 tablet for every three (3) inmates (1:3) based on actual population counts. Estimated initial tablet count for implementation is 200, with 50 spare devices (10%) for growth and/or replacement.



## Schedule 1 – Contractor Requirements

- Is ruggedized, tamper resistant and has high-visibility housing to prevent damage, disassembly, or concealment
- Includes disabled external speaker (headphone sound only)
- Includes built-in camera (forward facing)
- Peripherals include:
  - Headphones for use with tablet will need to be purchased by the inmate through their Keefe commissary account.
  - Chargers for increased safety and security (no wires, plugs, or cables). Each charger will be capable of recharging a tablet from 0% to 100% in four hours or less
- Provide, maintain, and replace as needed, all necessary supporting networking equipment and infrastructure to achieve wireless connectivity for inmate tablets in all cells and throughout the jail housing areas (including medical housing units)
- Provide additional tablets for staff to swap out as needed so that we can quickly respond to inmate needs

### Tablet Services and Software

- **System Security and Integrity**
  - System is Contractor-hosted system with cloud storage
  - Includes unique, PIN-based login for each inmate. PIN may be reset by inmate as needed
  - System includes requirement for Inmates to review the inmate handbook and provide affidavit of acknowledgment before tablet use
    - Includes multiple language options as needed for non-English speaking inmates
  - Built-in camera is disabled unless tablet is used as a video visiting application. Background blurring for inmates while on video visit
  - System is Payment Card Industry (PCI) Certified and Contractor must provide PCI Certification and Audits
  - System is CJIS Compliant (e.g.: process on separate network and encrypted in transport, etc.) and Contractor must provide CJIS Certification and Audits (if available)
  - System is HIPAA certified for inmate communications (kites)
  - System includes remotely enabled tablet locator feature to emit an audible alarm and/or vibrate would be preferred
  - System includes mandatory “terms and conditions” that must be acknowledged at each log in and are easily editable by Corrections staff
  - System design and implementation supports high availability/redundancy

## Schedule 1 – Contractor Requirements

- Contractor ensures that all networked traffic utilizes a proxy server and firewall configured to only allow approved addresses and content
- **Usability**
  - System language selection is available to inmates and staff
  - System includes closed captioning for audio & video content for inmates, visitors, and staff
  - System includes accessibility features for visually, audibly, and physically impaired inmates, visitors, and SCSO staff Examples include magnification, closed captioning, and haptic feedback (among others)
  - System supports a full range of input technologies and modalities for data entry, such as keyboard/mouse, touch screen, stylus-pen, exam room/bedside data entry, and dictation with voice recognition for select purposes only as needed
  - System templates/forms support predefined system fields, custom fields, and free text/comment fields
- **Support**
  - Contractor to provide customer service to the public for inmate communication accounts. Provide forms and hours of availability
  - To minimize technician escorts to offender living areas, Contractor will perform all routine tablet software updates remotely. Software updates will not require intervention from Snohomish County staff members.
  - Contractor to provide notification to Snohomish County Corrections no less than 90 days prior to any software update affecting a change in Public, Inmate, or Client interface process.
- **Integrations**
  - System will integrate/interface with:
    - County Commissary System (currently Keefe Commissary)
    - New World jail management system (JMS/OMS), to receive inmate roster no less frequently than every 15 minutes
    - CorEMR for medical kites
  - Contractor's tablet solution will integrate with the Snohomish County's existing trust fund solution, allowing inmates to transfer funds for tablet use directly from their trust fund account
- **Inmate Services**
  - Media/Entertainment

## Schedule 1 – Contractor Requirements

- Includes customizable access to approved games, music, news, select religious content, Entertainment Media (e.g. movies, streaming radio), books, sports content, employment resources, health and wellness content, financial content, and technology content
- Includes streaming music and radio with no explicit lyrics or lyrics that are of a violent, anti-authority or sexual nature
- Includes streaming movies, sports, and other video media that is rated no higher than PG-13
- Includes approved games which allow the option to resume play at last saved point
- Includes access to approved reading materials, such as religious text, news, employment resources, inmate documents, and law library material
- Includes ability to provide incentive points (by corrections staff) for inmate workers
- Web browsing
  - System includes restricted access to websites or content not authorized by the Snohomish County Sheriff's Office (SCSO)
  - System provides access to community resource websites (DSHS, Compass health, Jail Transition Services etc.)
- LexisNexis Inmate Services
- Includes ability for electronic signatures for inmates on legal documents
- Mobile legal mail cart with scanner/printer/shredder options to deal with legal documents coming in and going out
  - Includes minimum of two carts to logistically serve the community. Additional units will be provided upon mutual written agreement by both parties
- Inmate Email
  - Staff are able to enable/disable the attachment of photos to inmate email
  - Allows restriction of the length of inmate emails
  - Enables inmates to send internal correspondence (kites) for inmate requests, grievances, classification, Mental Health Professionals, Medical Staff, records, etc., free of charge to the inmate
  - Includes capability for mail correspondence to be reviewed before being sent or received
- Inmate Personal Mail
  - Inmate has access to scanned mail and prompt the user to check their mail if new images have been added
  - Inmates are informed that their mail will be forwarded to the Contractor, and they will receive their mail via the tablet

## Schedule 1 – Contractor Requirements

- Video Visitation
  - System provides remote and on-site video visitation services with inmate friends and family
  - System allows either party to invite the other to visit, allowing respondents to confirm, deny or suggest alternate time
- Commissary Ordering (via Keefe Commissary)
  - System supports the ability for inmates to place commissary orders electronically through the tablet, interfacing directly with the facility's commissary Contractor, without involving correctional staff and time
  - System is compatible with common commissary systems that provide a modern web-based ordering system (currently Keefe Commissary)
- Inmate Accounts
  - System provides ability to deposit to inmate accounts for friends and family that supports cash deposit, automated deposit, and operator-assisted deposits
  - All tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends
  - Inmates fund tablet use by transferring monies from their trust account
- **Monitoring and Recording**
  - Monitor, record and retain inmate usage records and data
  - Transcribe inmate audio recordings
  - Alerts
    - The system includes user customizable alert screens / messages that describe the alert and provide key information, such as alert type / description, inmate name / number, date, and time, etc.
      - Allows amendments to the alert, including date and time, status, and other information
      - Alerts staff when specified keywords are detected in the body of an email
    - The system prints system alerts on demand
    - Forwards alerts via email and/or text
- **Reporting**
  - Create Ad Hoc / custom reports
  - Reports are exportable to Excel or Adobe PDF

## Schedule 1 – Contractor Requirements

- Preconfigured usage reports are provided, such as usage by inmate, date range, and account, including content accessed
- System and account reports including but not limited to:
  - Unauthorized Video Visit Activity Detected Report
  - Summary of System Outages and/or Maintenance Performed
  - Video visitation detail reports (on remote visits)
  - Revenue reports
  - Total video visits completed and billed report, organized by jail/location
  - Video Visitation Stations and Devices
  - Inspection and Maintenance Log
  - Six-Month and Year-End Summary Reports
- Search and extract inmate usage records and data
- ***Self-Release Payment Services***
  - Contractor administers billing system
  - Adheres to the FCC mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements. WC Docket No. 12-375 on November 5th, 2015
  - Supports third-party money transmitters (e.g., MoneyGram, Western Union, credit card processing, transfers from third party commissary accounts)
  - Provide clear information and instructions for the inmate regarding the transfer of dollars in commissary account to credits in the tablet system. The inmate will not be refunded for these communication/entertainment credits.

### III. Inmate Mail Scanning Services / Mail Review Module Requirements

#### General Requirements

- Provide inmate personal mail scanning service, including mail receipt, opening, scanning of mail and envelope in high definition, association with inmate number (PIN), and electronic delivery/upload to Corrections staff for review to prevent any personal mail from physically entering the jail
- Provide dashboard/inbox for scanned mail to be electronically reviewed by jail staff before inmate receives it via their tablet, separated by inmate module

## Schedule 1 – Contractor Requirements

- County has the ability to select which images can be viewed by the inmate
- Provides OCR of scanned images allowing text search. Attempts OCR of hand-written text
- Mail is translated to/from Spanish to/from English
- The system automatically flags content based on keywords configurable by the County
- Tablets will inform inmates that their mail will be forwarded to the Contractor, and they will receive their mail via the tablet
  - Can be done through the inmate handbook and the tablet
  - Can also have notifications to the module
  - Messaging to the staff for process change would occur as well via email
- There is no limit to the number of individual mail messages
- Storage will be held throughout the life of the contract and after in compliance of Public Record retention laws. The County must have access to a complete message extract at any time

### IV. Inmate Phone Requirements

#### Hardware Requirements

- Provide all necessary hardware and phone equipment, sized appropriately for each deployed location. All phones have:
  - Chrome-plated DTN dial that is water, flame, and shock resistant
  - Steel housing that protects the electronic components of the telephone
  - Scratch and mar resistant finish
  - Weather resistant housing design that resists the most severe weather conditions
  - Industry standard design
  - Armored handset cord that is resistant to stretching and breaking to eliminate out-of-service conditions
  - Tamper resistant housing
  - Installation reinforced by security studs to prevent easy removal of the telephone
  - Compatible with hearing-aids
  - Operating ease with concise instructions on the faceplate

#### Services/Monitoring Software Requirements

- ***System Security and Integrity***

## Schedule 1 – Contractor Requirements

- Includes highly configurable, multi-level security customizable at both the user role and individual level
- Authorized individuals have online access to all administrative and investigative functions
- Includes phone system security measures to ensure inmate telephone system and County network security
- System is capable of handling all calls simultaneously
- Adheres to the FCC mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements. WC Docket No. 12-375 on November 5th, 2015
- **Usability**
  - Includes language selection. Provide list of languages supported
  - Software is compatible with all standard web browsers, including Edge, Firefox, Safari, and Chrome, or a smartphone application, and will be accessible from both Microsoft Windows and Apple OS X platform
- **Support**
  - Provide system use training during implementation and as needed
- **Call Control**
  - Call functionality is locked until inmate PIN entered
  - Supports voice verification for identity to authorize the use of the system
  - Prohibit access to "411", "555-1212", and other information services
  - Enable or disable access to 800, 866, 877, 888, -900+, 911, 950+, 976+, or 10xxx calls as needed, at the system-wide or individual inmate level
  - Create, enable and disable custom call restrictions system-wide, or per inmate PIN, phone, location, etc. using rules such as allowed calling periods, call time, personal allowed numbers, etc.
  - Remotely enable and disable one or more telephones to provide location and phone-based cut-off control
  - Any called party from the jail has the capability to easily refuse the call and block all future calls, and call charges only begin upon acceptance of the call
  - Both parties on the call are informed that the call is being recorded and may be monitored by department personnel.
  - Confirmation statement provided when attorney account has been configured to assure inmate/attorney communications are not recorded or monitored
  - Both parties are required to affirmatively acknowledge before connection of call audio. Acknowledgement is recorded in call detail/metadata
  - Includes professionally recorded voice prompts allow for specific call progressions and requirements

## Schedule 1 – Contractor Requirements

- Includes a prerecorded, personalized prompt that identifies the facility and the inmate on each attempted call
- Includes audio overlay announcements during the call, such as notice it is from a Correctional Institution, warning one minute prior to the call being terminated when time restrictions are applied. This is configurable on a per-number, per-inmate, or system-wide basis
- Provide the ability for a sender to deposit funds using a credit card, debit card or cash card into an on-site Kiosk
- Provide Interstate and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePayrM format
- Upon release, the inmate will have a minimum of 90 days access to their account to download any data by using their inmate account name and password
- ***Real-time Call Monitoring and Recording***
  - Includes preconfigured reports, such as calls made and commissions paid, by site location
  - Includes undetectable, real-time monitoring and recording of all calls in progress that are not privileged calls
  - Includes record call metadata
  - Displays activity for all phones in use, such as phone location, inmate information, destination number and location, time and duration, inmate or number restrictions, and call status
  - Includes the ability to disconnect calls in progress
  - Includes ability to designate numbers as ‘watched/hot’ to push alerts or forward calls for investigative monitoring
  - Includes ability to designate numbers as ‘private’ to exempt and prevent calls from being monitored or recorded for law professionals
  - Includes 24-hour, 7 day a week system access to call monitoring and processing
  - Includes 3-way, conference, and forwarded call detection on all calls, with the option to enable or disable automatic termination on a per-number or per-inmate basis
  - Includes ability for automatic and manual call blocking by number, number of calls, etc.
  - Retains at least 90 days of recorded calls online, with automatic call archiving
  - Includes ability to export/download one or more recorded calls and/or call metadata to local network or removable media allowing playback in common video/audio file formats
  - Includes ability to search recordings by all metadata fields, such as date, time, number, phone location, inmate PIN, call type, etc.
  - Includes ability to listen to call recording with details view (including transcripts/translations/comments) and metadata view



## Schedule 1 – Contractor Requirements

- Includes capability to enable or disable outgoing collect calls
- **Reporting**
  - Includes ability to create Ad-Hoc queries/searches on demand
  - Includes ability to generate custom call detail reports based on one or more parameters, such as phone number, PIN number, call volume, call duration, call type, date and time, and site/housing unit/cellblock/pod location
  - Includes ability to run preconfigured reports on demand, such as watched call details, frequently called numbers, in-State and out-of-State calls, and phone usage summaries
  - Includes ability to run detailed reports: Specific phone number(s); specific PIN numbers; number of calls; duration of calls; type of calls (i.e. complete, incomplete, blocked); date and time ranges; all calls from an originating phone; phone numbers called most frequently; call detail per selected Housing Unit, Cellblock, or Pod; phone numbers being called by multiple inmates; call detail of numbers that are "watched" or under investigation; summary of phone usage in number of calls and minutes per phone groups; facility-wide calling and minute totals by phone; graphic display of inmate phone usage by hour of day; graphic display of system wide usage per hour of day
  - Includes reports which generate different types of graphic displays of inmate call statistics, such as graphs, pie charts, etc.

### Wi-Fi access will be included:

- In all cells throughout the facility
- In booking and inmate accounts as a video visit kiosk with 4 hard mounted tablets and handsets

## ATTACHMENT D – SCHEDULE 2 SERVICE LEVEL STANDARDS FOR INMATE COMMUNICATION SYSTEM

### I. Definition of Service Level Standards

- a. The Service Level Standards (SLS) lay out the metrics by which performance of the Services Agreement is measured, and the remedies or penalties, should the agreed upon levels not be achieved.
- b. The Inmate Communication System (“ICS”) has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and Smart Communications must comply with those KPIs. For each KPI, Smart Communications is required to meet the specified Acceptable Quality Levels (AQLs).
- c. The ICS includes Smart Communications’ SmartEvo™ ITS, SmartVisit™ VVS, SmartInmate™ Electronic Messaging System, SmartEntertainment™ Streaming Media Platform, MailGuard Postal Mail Elimination System, MailGuardLegal System, SmartRequest (kite) System, SmartTablet device, SmartKiosk devices, SmartEd and Smart Reentry resources, and SmartLaw Digital Law Library.

### II. Service

Table 1 lists each KPI and the acceptable performance level. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County’s billing organization) over a one-calendar-month period.

**Table 1 – ICS Service-Specific Service Level Standards**

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Inmate Communication System, tested and accepted by the County	90 Business Days
<b><i>Maintenance:</i></b>		
Inmate Communication Services and Associated Network Access/Transport Services	Video Quality (No Video Blockage, No Dropped Inmate Communication Sessions) Scheduling Software Availability	99.95%
Inmate Communication Units	Operational, working ICS Units	100%
<b><i>Management Reports:</i></b>		
Monthly Project Status Reports, Monthly System Management Reports, initial	One (1) soft copy of each of the Project Status Reports, Monthly System Management Reports, Six-Month and	Written reports are due no later than 5:00 p.m. (PST) on the 5th

Six-Month and subsequent Year-End Summary Reports	Year-End Summary Reports on CD-Rs to the County Project Manager and to the County Designee	business day of the month reporting on ICS for the prior month.  Smart Communications shall submit Six-Month and Year-End Summary Reports to the County no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year- end, reporting on the ICS for the subject Agreement year.
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**III. Implementation and Installation**

Smart Communications shall provide a detailed Implementation Plan and Schedule within 20 business days following the full execution of the Service Agreement. The installation will include a user testing and acceptance provision for the County. Smart Communications shall provide a fully functional Inmate Communication System tested and accepted by the County within a ninety (90)-business day implementation schedule.

**IV. Management Reports**

Management reports will not be delayed unless prior approval for late delivery by Smart Communications has been granted by the County Project Manager.

**V. System Problems**

Notwithstanding any other provision in this SLS, Smart Communications will not be held responsible for any outages that are caused by circumstances beyond Smart Communications’s control. For example, Smart Communications may not be permitted within County facilities for onsite repairs due to security issues, staff availability for escort, conflicting facility priorities or County operational demands. During such times, Smart Communications will not be penalized for delayed resolution of a system disruption.

Reporting of all System problems, outages and other problems shall be handled through Smart Communications’s Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Smart Communications shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System problems. The County will assign one of the following “Severity Levels.” Smart Communications must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem:

**Table 2 – ICS Severity Levels**

Severity Level	Severity Level Description
<p><b>Priority Level One</b></p>	<p><b>CRITICAL</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• 50% or more of a Jail’s Inmate Communication System (in Housing Units and Lobby) is out of service</li> <li>• Multiple Facilities’ Inmate Communication System units are not in operation</li> <li>• Multiple Inmate Communication System units are not operational</li> <li>• 50% or more of Inmate Communication sessions placed in a 24-hour period experience poor Inmate Communication session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</li> <li>• 50% or more of Inmate Communication sessions are dropped in a 24-hour period</li> <li>• Entire system failure</li> </ul> <p>Response time, technician on site, and completion of repairs and problem resolution to the County’s satisfaction is made within six (6) hours of initial notification of the County by Smart Communications, or from the County’s initial service request to Smart Communications.</p> <p>The County has the option to require Smart Communications to replace ICS in its entirety or its individual components, including network access and cabling and wiring, if Smart Communications is unable to resolve the problem to the County’s satisfaction within a reasonable timeframe exceeding 72 hours.</p>
<p><b>Priority Level Two</b></p>	<p><b>SEVERE</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• 25% to 49% of a Jail’s Inmate Communication System (in Housing Units and Lobby) is out of service</li> <li>• 25% to 49% of Inmate Communication sessions are dropped in a 24-hour period</li> <li>• 25% to 49% or more of calls placed in a 24-hour period experience poor video or voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</li> <li>• More than ten (10) Inmates are not able to initiate Inmate Communication System sessions as a result of a single Inmate Communication unit out of service</li> <li>• One entire housing unit that is not in operation or one Inmate Communication System unit not operational</li> </ul> <p>Response time, completion of repairs, and Problem resolution to the County’s satisfaction is made within 24 hours of initial notification of the County by Smart Communications, or from the County’s initial service request to Smart Communications.</p> <p>The County has the option to require Smart Communications to replace ICS in its entirety or its individual components, including network access and cabling &amp; wiring, if Smart Communications is unable to resolve the problem to the County’s satisfaction within a reasonable timeframe exceeding 72 hours.</p>
<p><b>Priority Level Three</b></p>	<p><b>MINOR</b> (Includes but not limited to):</p>

	<ul style="list-style-type: none"> <li>• One of multiple Inmate Communication units in a housing unit or lobby that are not in operation, and additional units are in the area available for inmate or visitor use.</li> <li>• Intermittent dropped Inmate Communication sessions or &lt;25% of Inmate Communication sessions are dropped</li> <li>• Intermittent poor Inmate Communication session quality on sessions or &lt;25% of sessions experience poor visual and audio quality</li> <li>• &lt;25% of a Jail’s Inmate Communication System (in Housing Units and Lobby) is out of service</li> <li>• &lt;25% of Inmate Communication sessions are dropped in a 24-hour period</li> <li>• &lt;25% of Inmate Communication visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</li> </ul> <p>Response time, completion of repairs, and problem resolution to the County’s satisfaction is made within two (2) business days of initial notification of the County by Smart Communications, or from the County’s initial service request to Smart Communications.</p> <p>The County has the option to require Smart Communications to replace ICS in its entirety or its individual components, including network access and cabling and wiring, if Smart Communications is unable to resolve the problem to the County’s satisfaction within a reasonable timeframe exceeding five business days.</p>
<p><b>Priority Level Four</b></p>	<p><b>COSMETIC</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• An Inmate Communication unit or tablet is damaged but is capable of completing Inmate Communication sessions</li> <li>• Inmate Communication System enclosure, furniture, hardware, or other equipment is damaged, but ICS is still capable of completing Inmate Communication sessions</li> </ul> <p>Response time, completion of repairs or replacement of damaged units, and problem resolution to the County’s satisfaction is made within 10 business days of initial notification of the County by Smart Communications, or from the County’s initial service request to Smart Communications. The County has the option to require Smart Communications to replace affected ICS components if Smart Communications is unable to resolve the problem to the County’s satisfaction within a reasonable timeframe exceeding 15 days.</p>

**VI. Chronic Trouble**

A Chronic Trouble (Chronic) defined as an Inmate Inmate Communication System problem, associated network problem, outage, or other problem which has experienced 3 separate trouble tickets opened against it for availability, by the County or Smart Communications, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic’s rolling 30-day counter is considered “reset” upon a period of 30 days free of same/similar trouble.

**Table 3 – ICS Chronic Trouble Table**

<b>Severity Level</b>	<b>Consecutive Months' Occurrence</b>
Priority Level One	3
	6
	≥6
Priority Levels Two and Three	3
	6
	9
	>9
Priority Level Four	>15 Days

**VII. Replacement**

Smart Communications shall be responsible for the replacement of the ICS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to Smart Communications of the system problem by the County when ICS problem is not resolved to the County's satisfaction after reasonable timeframes specified above.

## SERVICE LEVEL STANDARDS FOR INMATE TABLET SERVICES

### I. Definition of Service Level Standard

- a. These Service Level Standards (SLS) establish the metrics by which performance of the Services Agreement is measured, and the remedies or penalties, should the agreed-upon levels not be achieved.
- b. The Inmate Tablet System (Tablet system) has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and Smart Communications must comply with those KPIs. For each KPI, Smart Communications is required to meet the specified Acceptable Quality Levels (AQLs).

### II. Service

Table 4 lists each KPI and the performance level. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County's billing organization) over a one-calendar-month period.

**Table 4 – Tablet Service-Specific Service Level Standards**

Service	KPI	Performance Standards/AQL
Implementation and Installation	Fully functional Inmate Tablet Services, tested and accepted by the County	90 Business Days
<b><i>Maintenance:</i></b>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% <u>≤ .05</u>
Tablets	Operational, working Inmate Tablet Units	100%
<b><i>Management Reports:</i></b>		
Project Status Reports, Monthly System Management Reports, initial Six-Month and subsequent Year-End Summary Reports	One (1) soft copy of each of the Project Status Reports, Monthly System Management Reports, Six-Month and Year- End Summary Reports on CD- Rs to the County Project Manager and to the County Designee	Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on inmate tablets for the prior month.  Smart Communications shall submit Six-Month and Year-End Summary Reports to the County no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the inmate tablets for the subject Agreement year.

### **III. Implementation and Installation**

Smart Communications shall provide a detailed Implementation Plan and Schedule within 20 business days following the full execution of the Service Agreement. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional inmate tablet system, and Smart Communications is required to provide a fully functional system tested and accepted by the County within the (90)-business day implementation schedule.

### **IV. Management Reports**

Management reports will not be delayed unless prior approval for late delivery by Smart Communications has been granted by the County Project Manager.

### **V. System Problems, Outages, and Other Deficiencies**

Notwithstanding any other provision in this SLS, Smart Communications will not be held responsible for any outages that are caused by circumstances beyond Smart Communications's control. For example, Smart Communications may not be permitted within County facilities for onsite repairs due to security issues, staff availability for escort, conflicting facility priorities or County operational demands. During such times, Smart Communications will not be penalized for delayed resolution of a system disruption.

Reporting of all System problems shall be handled through Smart Communications's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Smart Communications shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System Outages, Problems, and other Deficiencies. The County will assign one of the following "Severity Levels." Smart Communications must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem.



**Table 5 – ITS Severity Levels**

Severity Level	Severity Level Description
<b>Priority Level One</b>	<p><b>CRITICAL</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• 25% or more of a single Housing unit's (Module / Dorm / Pod) tablets are out of service</li> <li>• Multiple housing units are not in operation</li> <li>• Multiple inmate tablets are not operational</li> <li>• Intake phones are not operational</li> <li>• Entire system failure</li> </ul> <p>Response time, technician on site, and completion of repairs and Problem resolution to the County's satisfaction is made within six (6) hours of initial notification of the County by Smart Communications or from the County's initial service request to Smart Communications.</p>
<b>Priority Level Two</b>	<p><b>SEVERE</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• 10% to 24% of a single housing unit's (Module/ Dorm / Pod) tablets are out of service</li> <li>• More than ten (10) Inmates are not able to use Smart Communications Tablets as a result of a single Tablet is out of service</li> <li>• One entire housing unit that is not in operation or one inmate tablet not operational</li> </ul> <p>Response time, completion of repairs, and Problem resolution to the County's satisfaction is made within 24 hours of initial notification of the County by Smart Communications, or from the County's initial service request to Smart Communications.</p>
<b>Priority Level Three</b>	<p><b>MINOR</b> (Includes but not limited to):</p> <ul style="list-style-type: none"> <li>• One of multiple tablets in a housing unit that is not in operation, and additional tablets are in the area available for inmate use.</li> </ul> <p>Response time, completion of repairs, and Problem resolution to the County's satisfaction is made within two (2) business days of initial notification of the County by Smart Communications, or from the County's initial service request to Smart Communications.</p>
<b>Priority Level Four</b>	<p><b>COSMETIC</b> (Includes but not limited to):</p> <p>A tablet is damaged but is capable of proper function</p> <p>Response time, completion of repairs or replacement of damaged tablets, and Problem resolution to the County's satisfaction is made within 10 business days of initial notification of the County or the County's Project Manager by Smart Communications, or from the County's initial service request to Smart Communications.</p> <p>The County has the option to require Smart Communications to replace affected Inmate Tablet components if Smart Communications is unable to resolve the problem to the County's satisfaction within a reasonable timeframe exceeding 15 days.</p>

**VI. Chronic Trouble**

A Chronic Trouble (Chronic) defined as an Inmate Tablet Services problem, associated network problem, outage, or other problem which has experienced 3 separate trouble tickets opened against it for availability, by the County, or Smart Communications, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

**Table 6 – ITS Chronic Trouble Table**

Severity Level	Consecutive Months' Occurrence
Priority Level One	3
	6
	>6

Priority Levels Two and Three	3
	6
	9
	>9
Priority Level Four	>15

**VII. Replacement**

Smart Communications will be responsible for the replacement of the Inmate Tablet Service in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to Smart Communications of the system problem by the County when Inmate Tablet Deficiency is not resolved to the County’s satisfaction after reasonable timeframes specified above.