

Smart Communications

Holding, Inc.

Schedule 1

This Schedule is between Williamson County hereinafter referred to as “you” or “County,” and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, Florida 33777, hereinafter referred to as “We,” “Us,” or “Provider.” This Schedule is part of and governed by the Master Service Agreement, the “Agreement”, executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This schedule shall be coterminous with the Agreement.

The County’s Facility Name and address is: Williamson County Jail - 509 South Rock Street, Georgetown, Texas 78626

Provider shall install and/or provide the following Hardware, Software, Systems and Services:

SmartKiosks and Secure Network

1. The SmartKiosk system are provided at no cost to the Williamson County Sheriff’s Office or inmate.
2. Provider will furnish the proprietary SmartKiosk on a 20:1 inmate to kiosk ratio based on the Average Daily Population (“ADP”).
3. The SmartKiosk is a custom, wired, ruggedized and correctional grade kiosk of our custom specifications that will connect to our secure network.
4. The SmartKiosk software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure network within the facility.
5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Maintenance and Support Plan

6. Our asset management system keeps records of all devices throughout their lifecycle so that we can see the full history of any device in real-time. Each kiosk checks with our network when it is powered on and relays its current status information for tracking and pre-emptive notification for service. We see which devices are being used, how often, identify charging and battery issues, and other common problems before they result in device failure so that service can be initiated before a problem is even reported. Our monitoring systems watch our remote infrastructure 24/7 and alert our technicians in real-time if any issues are detected. Using remote network access and remote troubleshooting techniques, we can typically pinpoint the cause of a failure and dispatch the appropriate parts and personnel to repair infrastructure failures very quickly. This helps to ensure that the system can continue to operate even in the event of an outage at a third-party connectivity provider.

Electronic Messaging

7. We will provide at no cost to County a fully functional electronic messaging system for the inmates of the County’s Jail Facilities. We are exclusively responsible for providing all of the hardware kiosks, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from electronic messaging and photo delivery.

8. We will provide at no cost to County the labor for the installation of the electronic messaging system.
9. We will provide at no cost to County the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
10. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the County Jail Facilities. These costs do not include the costs of the actual electrical power.
11. Provider will maintain records for a period of seven (7) years from the date the record is made. Upon request, we will provide County with copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to County.
12. Provider will provide each inmate of the County Jail Facilities, two (2) message credits per week at no charge to satisfy the needs of indigent inmates.
13. We will provide County with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
14. Friends and Family can access the electronic messaging and photo delivery system via the Smartjailmail.com website.
15. Electronic Messaging. Each email message is billed at one credit (\$0.50).
16. Photo Delivery Service. Each approved photo is billed at two credits (\$1.00).
17. County will provide us with access to the County Jail Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the electronic messaging system. County will provide at no cost the necessary escorts for the installation personnel. The escorts must have access to the necessary inmate housing areas, I.T. and utility rooms to facilitate a timely installation. Emergency access to the system will be granted as needed to Contractor Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice from Contractor.
18. County will include information regarding the Smart Jail Mail System in the Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
19. County will provide information regarding Smart Jail Mail messaging system in at least one location next to the inmate mailing address on the County website, with a link to the SmartJailMail.com website.
20. Upon completion of installation and appropriate system testing, County will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
21. County will provide a list electronically twice each day of all inmates residing in the County Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.
22. County will give prompt notice to Provider of any trouble or irregularity in the functioning of any individual kiosk in particular or the electronic messaging system as a whole.

Grievances, General and Medical Requests

23. We shall provide at no cost to the County and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartKiosk.

24. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing. Automated timers, alerts, and escalation paths help to ensure that requests are handled in a timely manner to ensure compliance with internal policies and accreditation standards (if applicable). Each type of request has a suite of controls to fine-tune policies around who can submit which requests, how often, and a variety of other restrictions to help prevent staff from becoming overloaded. Requests can be easily reassigned to another individual or department as needed, and like everything else, all actions and access to these systems are logged and audited. Reports are available to show request aging, who is answering requests on time (or not), and one-click compliance reports to aide with accreditation reporting.

Rules, Regulations & Communications

25. The SmartKiosk is designed to provide at the Sheriff's Office discretion a mandatory electronic signature acknowledging that the inmate has received an electronic copy of the Inmate Handbook. The Inmate Handbook is always available on the SmartKiosk for easy reference. Changes and additions to the handbook or other rules and regulations can be changed easily by staff members. Inmates also have access to the PREA Act at all times on the SmartKiosk. The SmartKiosk has the ability for the Administrators to post announcements, communications and notices to the entire inmate population, or certain housing units or individual inmates. A common posting is both the PREA Act and everyday items such as menus.

Law Library

26. We shall provide access via the SmartKiosk to a law library to the Sheriff's Office and inmates at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case. Updates to this library are done as new information becomes available and is used by a number of State BAR associations as the preferred platform for their registered attorneys to use for legal research.

MailGuard™ Patent Pending Postal Mail Elimination System

27. Provider is the exclusive licensee of MailGuard™, the patent pending postal mail elimination system.

28. We shall provide MailGuard™ at no cost to County. MailGuard™ converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartKiosk™ within the County Jail Facility; and

29. We shall provide all of the equipment and support services to operate the MailGuard™ system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartKiosk™ at no cost to County; and

30. County Jail Facility shall provide the inmate the option of designating MailGuard as their Agent for processing incoming routine postal mail. For purposes of this contract, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to the jail for delivery.

31. MailGuard will only integrate with and transmit incoming routine mail to the SmartKiosk™.

32. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard™ system at the County Jail Facilities. These costs do not include the costs of the actual electrical power.

33. MailGuard shall become the Inmates designated Agent to process and electronically deliver incoming routine inmate mail pursuant to County's mail policy which shall promote the intent of this Agreement.

34. County will instruct and advertise on its website that all incoming routine mail must be sent to the designated Mail Box for electronic delivery via the MailGuard™ system.

35. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the County for incoming routine mail to be sent.

36. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

37. Provider will shred all processed mail unless the County requests in writing to Provider that all or particular inmate mail must be stored. All mail stored for more than thirty (30) days must be stored in a separate storage facility controlled by Provider and the County shall be billed monthly for the storage amount.

38. The MailGuard™ public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for twelve (12) months from the date of their release from the County's Jail Facility.

39. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the County's Jail Facility. During the term of this Agreement and upon request, we will provide County with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to County's Jail Facility.

40. MailGuard will provide County with the capability of monitoring and reviewing all electronic mail sent through the MailGuard™ system, except those messages deemed to be privileged under law between attorney and client.

41. The work to be performed by MailGuard under this Agreement may, at its discretion, be performed directly by it wholly or in part through a subcontractor of its choosing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

County: Williamson County

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:
508 South Rock Street
Georgetown, TX 78626

Provider: Smart Communications Holding, Inc.

By:  _____

Name: Jon Logan

Title: CEO

Date: 11/6/18

Email: jon.logan@smartjailmail.com

Notice Address:
10491 72nd Street
Seminole, Florida 33777