

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 20th day of August 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Telerus, Inc., located at 621 117th Street, Suite 2131, Denver, CO 80293, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2013.119 and the Contractor's response to the RFP 2013.119 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to three, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of two thousand two hundred five dollars (\$2,205.00) per month.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5. Assign ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or

event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)
Contact: Lieutenant Chris Laws
Address: 150 North 19th Avenue
City, State, Zip: Brighton, CO 80601
Phone: 303-655-3415
E-mail: claws@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Telerus, Inc.
Contact: Mckenzie Ellis
Address: 621 17th Street, Suite 2131
City, State, Zip: Denver, CO 80293
Phone: 303-928-1019
E-mail: mellis@telerus.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such

three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Jim Robinson
County Administrator

Jim Robinson
Signature
TELERUS, INC.

8/20/13
Date

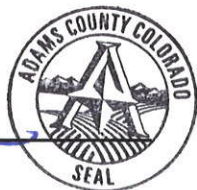
[Signature] 7/16/13
Signature Date

TEO RAOEY CEO
Printed Name Title

Attest:

Karen Long, Clerk and Recorder
Deputy Clerk

Keisha Hus...



Approved as to Form: *[Signature]*
Adams County Attorney's Office

NOTARIZATION:

COUNTY OF Denver)

STATE OF Colorado)SS.

Signed and sworn to before me this 16 day of July, 2013,

by Sarah Broce,

[Signature]
Notary Public



My commission expires on: 03/15/17

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

TELERUS, INC.
Company Name

7/16/13
Date


Signature

TEO RAABEY
Name (Print or Type)

CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

1. The Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals from qualified firms for initial setup and ongoing hosting of an Interactive Voice Response (“IVR”) application to service the Adams County Jail.
2. Written questions may be submitted through June 4, 2013. All questions are to be submitted to Ms. Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
3. An Addendum addressing the questions will be issued no later than 4 P.M. June 6, 2013.

4. Proposals

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 S. Adams Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** June 13, 2013, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 4.2. The proposal must be submitted on a CD in PDF Format **as one document**. Brochures or other supportive documents may be included with the proposal narrative.
- 4.3. The two proposal signature pages “**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**” Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Interactive Voice Response (“IVR”) System**
- 4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above

all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.

4.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.

4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

4.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.

4.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

4.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

4.16. A formal contract will be required, a sample contract has been attached as "Exhibit A", the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

5. Adams County is an Equal Opportunity Employer.

6. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

- 6.4. The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 6.4.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 6.5. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 6.6. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 6.7. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 6.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 6.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 6.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 6.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 6.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 6.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 6.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
7. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
8. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 8.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 8.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 8.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 8.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 8.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 8.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not

terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 8.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 8.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

9. Background

- 9.1 The Adams County, CO Jail Division receives mass quantities (est. 15K-20K/mo.) of routine telephone inquiries from citizens such as inmate friends, family, bondsmen and attorneys. Every inquiry is currently being addressed manually by Jail staff members who can be overwhelmed during peak hours, resulting in citizen service delays and a stressful work environment. The inquiries typically include questions about individual inmate cases and the facility's general policies.

Since many of the inquiries are of a repetitive nature, it is perceived that both citizens and jail staff members would benefit from a self-service IVR application. The County seeks pricing information on professional project management and development services for the initial setup, as well as ongoing fully-managed voice application hosting services.

10. Scope of Work

10.1 The following are minimum requirements of the system Adams County is seeking:

- 10.1.1 Speech Recognition capabilities.
- 10.1.2 Touch-tone capabilities.
- 10.1.3 Text-to-Speech capabilities.
- 10.1.4 English and Spanish caller interfaces.
- 10.1.5 Ability to receive and import "flat files" transmitted through File Transfer Protocol (FTP) in a variety of formats such as ASCII formatted text, XML, or Microsoft Excel.
- 10.1.6 Integration with County's current published phone numbers and phone system through provision of local DID or responsible organization port.
- 10.1.7 Validation of FTP files' contents against known values and previous files.
- 10.1.8 Inmate name speech recognition application including alias matching. For example, a citizen must be able to search for an inmate's records by speaking the name "John Doe" or "Johnny Doe" and the system must match either spoken command to the inmate name record "Jonathan Doe."

- 10.1.9 Fallback to Date of Birth input by speech recognition or touch tone if inmate name recognition fails to achieve a match.
- 10.1.10 Charges including statute and/or JMS Entry Literal Descriptions.
- 10.1.11 Bond amounts and types including support for multiple charges with or without bonds.
- 10.1.12 Identification of warrants and/or detainer holds from other agencies.
- 10.1.13 Provision of court dates, times, and locations.
- 10.1.14 Provision of projected release dates.
- 10.1.15 Provision of visitation times on an inmate by inmate basis, followed by general visitation policies that apply to all visits.
- 10.1.16 PCI-compliant inmate trust account deposit capability by credit card facilitation including required merchant services, ACH services, and daily deposits within one banking day.
- 10.1.17 General facility information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions polices, court information, frequently requested phone numbers, and/or inmate phone system information.
- 10.1.18 Professional voice talent scripting and recording in English.
- 10.1.19 Professional voice talent scripting, translation, and recording in Spanish.
- 10.1.20 Transfers of callers requiring personal assistance to facility staff members. Queuing of callers with hold music and the option to return to the system when facility staff members are unavailable to answer.
- 10.1.21 Call Summary Reports with usage statistics accessible on ad-hoc basis through web portal.
- 10.1.22 99.9% IVR uptime service level agreement.
- 10.1.23 VXML Voice Platform Development Environment.
- 10.1.24 SQL Server Database Management Environment.
- 10.1.25 VoIP SIP based telecommunication protocol.
- 10.1.26 Hosting in a "Tier III" (http://www.webopedia.com/TERM/D/data_center_tiers.html) or better Data Center Environment meeting standards such as multiple active power and cooling distribution paths (but only one path active), redundant components providing 99.982% or better availability, a 24/7 staffed NOC, minimum security, fire, and telecommunication considerations.
- 10.1.27 Redundant IVR servers.
- 10.1.28 Redundant database servers.
- 10.1.29 Logically separate FTP server.

11. PROPOSAL SUBMITTALS

- 11.1 Firm's experience in the industry, including:

- 11.1.1 How long the company has been established, number of employees, number IVR applications you have in production today.
- 11.1.2 An overview of your IVR System addressing the needs in the Scope of Work
- 11.1.2 A minimum of five current references with similar scopes of work include a point of contact and phone number.
- 11.1.3 Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.
- 11.1.4 Pricing

12. Award Criteria- Proposals will be Scored on the Following Criteria:

- 12.1. Price
- 12.2. Overall Proposal, ability to perform services, completeness of proposal
- 12.3. References/Past Performance
- 12.4. Contract Options

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the Basic Pilot Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



ADAMS COUNTY

COLORADO

PROPOSAL FORM

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Addenda # _____ Addenda # _____

If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

ATTACHMENT "A"

SAMPLE ONLY
ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and _____, located at _____, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES OF THE CONTRACTOR

Describe services or work to be performed by Contractor. The services described must be in conformance with the bid, if any, and should incorporate the RFP and Response thereto. Please insure that there are no inconsistencies between the RFP, the Response and this Contract.

Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

Describe other responsibilities, if any, to be performed by County.

SECTION IV - TERM

The term of this Agreement shall be from _____, through _____.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of _____ dollars (\$).

A. Invoices

Invoices will be submitted to the County by the Contractor on a _____ (monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

SECTION VII - NONDISCRIMINATION

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VIII - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

SECTION IX – INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

* Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
-----------------	-------------

* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

The Contractor must provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. For Cause

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

B. For Convenience

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Agency Name

and Adams County

Attorney's Office

Address: 4430 South Adams County Parkway

Brighton, Colorado 80601

Name of Contact Person

Phone: 720. 523-6116

Fax: 720. 523.6114

Fax:

For the Contractor:

Name

Address

Name of Contact Person

Phone:

Fax:

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

CONTRACTOR

Name

Date

Title

Signed and sworn to before me on this _____ day of _____, 2011 by

_____.

Notary Public

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**Telerus, Inc. Interactive Voice
Response (“IVR”) System Proposal**

In Response To:

**Adams County, Colorado
RFP #2013.119**





Telerus, Inc. IVR System Proposal, RFP #2013.119

June 18, 2013

Ms. Jennifer Tierney, Contract Administrator
Adams County Administration Building
4430 S. Adams Parkway
Brighton, Colorado, 80601

RE: RFP #2013.119, Interactive Voice Response System

Dear Ms. Tierney:

Telerus, Inc. is pleased to submit our proposal in response to the Adams County Request for Proposal (RFP) for the provision of an Interactive Voice Response (IVR) System.

Telerus specializes in IVR for local detention facilities and proudly serves more than 150 facilities nationwide, including 7 in the State of Colorado. Our very first customer was Jefferson County, CO and over the years we have established a new category of service while serving more facilities than all of our competitors combined.

Our IVR platform, Automated Information Services (AIS™) sets the industry bar for features, flexibility and value. As a Software-as-a-Service (SaaS) offering, we work hard to continuously improve AIS™ and maximize the value that agencies and their citizens receive. One of the ways that we accomplish this is through feedback from current and prospective customers during associational meetings, such as the monthly Colorado Jail Association meetings, which we regularly attend. It has been a pleasure interacting with Adams County staff members and discussing AIS™ during these meetings.

Mckenzie Ellis will be the principal contact for the County and the Adams County Sheriff's Office. Her contact information is listed below:

Mckenzie Ellis, Director of Sales and Marketing
Address: 621 17th Street, Suite 2131
Denver, CO 80293
Office: (303) 928-1019
Cell: (303) 999-7235
Email: mellis@telerus.com

Thank you for evaluating our proposal. It would be a privilege to provide IVR service to Adams County and if we are given such an opportunity, I will personally ensure that your service is nothing short of outstanding.

Sincerely,



Ted Radey, Chief Executive Officer
Telerus, Inc.
621 17th Street, Suite 2131
Denver, CO 80293
Office: (303) 928-1015
Cell: (303) 875-2793
tradey@telerus.com



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Proposal Submittals

11.1 Firm's experience in the industry, including:

11.1.1 How long the company has been established, number of employees, number IVR applications you have in production today.

Telerus, Inc. is a Colorado Corporation founded in 2006 to help local detention facilities operate more efficiently and better serve their citizens. We currently have 11 employees and over 150 IVR applications in production, all of which are for local detention facilities.

11.1.2 An overview of your IVR System addressing the needs in the Scope of Work.

Telerus complies with all requirements of the Scope of Work without any exceptions.

Telerus' Automated Information Services (AIS™) is a hosted Interactive Voice Response (IVR) platform specifically designed to provide inmate and facility information to citizens. AIS™ applies touch tone and speech recognition technology to automatically provide inmate specific case information such as charge, bond, visitation, court date, and/or release date information without staff assistance. By eliminating a majority of routine inquiries and distractions, AIS™ dramatically improves facility operating efficiency and security. Citizen service is also improved through quick and easy self-service to common questions, 24/7 and without extended holds or busy signals.

AIS™ was designed from the ground up to meet the unique needs of correctional facilities and serves more facilities than all competitive offerings combined. As a robust hosted solution with numerous redundancies, AIS™ is highly available and fault tolerant, yet it eliminates the complexity of traditional IVR hardware, software, and telephony integrations. Maintenance is centralized and service "future proof" with continuous updates taking place to components such as core speech recognition algorithms and configuration utilities.

AIS™ also allows callers to make inmate trust (commissary) account deposits and simply by calling the facility's main number with a major credit card. By eliminating previous hassles of obtaining toll free phone numbers, web addresses, money orders and/or driving to money transfer outlets or facility lobbies, these features make trust deposits much more convenient for friends and family members. With the improved convenience, County collections and associated commission splits may increase.

A breakdown of the value provided by AIS™ is described as follows:

- **Performance and Return-on-Investment (ROI)** – The average automation or "containment" rate for AIS™ sites is well over 80 percent. A typical one thousand ADP facility receives approximately five hundred phone calls per day (1/2 call per day, per inmate). After AIS™, approximately 80% of those phone calls simply vanish. With most routine calls eliminated, substantial staffing resources are available for more complex tasks and projects, which is quantified through an ROI that is typically positive from month one.
-



Telerus, Inc. IVR System Proposal, RFP #2013.119

- **Features and Functionalities** – The AIS™ “out-of-the-box” caller interface and business logic options were accumulated through actual facility policies and real world issues spanning millions of inmate cases. Features and functionalities include, but are not limited to the following:
 - Speech Recognition capabilities.
 - Touch-tone capabilities.
 - Text-to-Speech capabilities.
 - English and Spanish caller interfaces.
 - Ability to receive and import “flat files” transmitted through File Transfer Protocol (FTP) in a variety of formats such as ASCII formatted text, XML, or Microsoft Excel.
 - Integration with County’s current published phone numbers and phone system through provision of local DID or responsible organization port.
 - Validation of FTP files’ contents against known values and previous files.
 - Inmate name speech recognition application including alias matching. For example, a citizen must be able to search for an inmate’s records by speaking the name “John Doe” or “Johnny Doe” and the system must match either spoken command to the inmate name record “Jonathan Doe.”
 - Fallback to Date of Birth input by speech recognition or touch tone if inmate name recognition fails to achieve a match.
 - Charges including statute and/or JMS Entry Literal Descriptions.
 - Bond amounts and types including support for multiple charges with or without bonds.
 - Identification of warrants and/or detainer holds from other agencies.
 - Provision of court dates, times, and locations.
 - Provision of projected release dates.
 - Provision of visitation times on an inmate by inmate basis, followed by general visitation policies that apply to all visits.
 - PCI-compliant inmate trust account deposit capability by credit card facilitation including required merchant services, ACH services, and daily deposits within one banking day.
 - General facility information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions polices, court information, frequently requested phone numbers, and/or inmate phone system information.
 - Professional voice talent scripting and recording in English.
 - Professional voice talent scripting, translation, and recording in Spanish.
 - Transfers of callers requiring personal assistance to facility staff members. Queuing of callers with hold music and the option to return to the system when facility staff members are unavailable to answer.
 - Call Summary Reports with usage statistics accessible on ad-hoc basis through web portal.
 - 99.99% IVR uptime service level agreement.
-



Telerus, Inc. IVR System Proposal, RFP #2013.119

- VXML Voice Platform Development Environment.
 - SQL Server Database Management Environment.
 - VoIP SIP based telecommunication protocol.
 - Hosting in a “Tier III” (http://www.webopedia.com/TERM/D/data_center_tiers.html) or better Data Center Environment meeting standards such as multiple active power and cooling distribution paths (but only one path active), redundant components providing 99.982% or better availability, a 24/7 staffed NOC, minimum security, fire, and telecommunication considerations.
 - Redundant IVR servers.
 - Redundant database servers.
 - Logically separate FTP server.
 - Inmate Identification and/or Booking Number Authentication with PIN Support.
 - Inmate Trust Account Deposits (Public Only).
 - Inmate Phone Account Creation and Funding (Public Only).
 - Commissary Balances.
 - Porting of existing facility phone number to AIS™ data center.
 - Existing Auto-attendant integration.
 - Transfers of callers requiring personal assistance to facility staff members.
-
- **Fewer Citizen Complaints** – With an intuitive user interface and 24/7 availability, citizens are empowered to serve themselves quickly and easily. Gone are the complaints of busy signals and long holds.
 - **Cost of Ownership** – Telecommunication, hardware, and software costs are allocated across numerous facilities and there are no requirements for onsite space or technical staff, reducing AIS™ cost of ownership to a fraction of competitive offerings.
 - **Flexibility** – The development environment of AIS™ is based on open standards such as VoIP (SIP) and VXML. This provides tremendous integration flexibility, including use of existing phone system components, such as ACD’s and PBX’s. It also allows for customized design considerations and rapid development of new features and/or business logic.
 - **Reliability** – AIS™ is hosted in a Tier III Data Center with the following specifications and design characteristics.
 - Security
 - 24x7x365 magnetic card key access with secondary pin code.
 - 24x7x365 on-site staffed Network Operations Center (NOC).
 - Digital motion activated security cameras and intercom system.
 - No exposed hinges on data center access doors.
-



Telerus, Inc. IVR System Proposal, RFP #2013.119

- Power delivery infrastructure, generator, diesel fuel, and telecommunications infrastructure maintained in secured areas.
 - Fire Detection & Suppression
 - Certified incipient smoke detection (VESDA).
 - Certified data center smoke detection system.
 - Clean agent fire extinguishers placed throughout facility.
 - Dual-Interlock Pre-Action dry pipe sprinkler system.
 - Power
 - Dual 375 KVA UPS Systems, Quad battery strings.
 - Quad 500 KVA UPS Systems, Triple battery strings.
 - 1.25 Megawatt diesel generator, 2,000 gallon diesel fuel supply.
 - 2.0 Megawatt diesel generator, 3,400 gallon diesel fuel supply.
 - 2.0 Megawatt diesel generator, 3,400 gallon diesel fuel supply.
 - ATS (Automatic Transfer Switch).
 - Multiple Redundant Power Delivery Units (PDU).
 - HVAC/ Environmental Design
 - 676 Tons (26, 26 Ton units) of AC keep environment at constant temperature and humidity.
 - Anti-static flooring with designated power runs and cooled air delivery.
 - Fully cabled for typical applications.
 - Network Operations Center (NOC)
 - Staffed 24x7x365 by experienced engineers.
 - Monitor both local and regional networks including POPs, telecom facilities, routers, servers, and customers' infrastructure including event notification and ticket tracking.
 - Remote Hands capabilities available 24x7x365.
 - Telecommunications Network
 - Redundant fiber optic networks delivered via Bellcore standards with secure conduit and separate entrance facilities.
 - Telecommunication services available from T1 to OC48 and Gigabit Ethernet.
 - **Data Accommodation and Quality Assurance** – Since the quality and performance of any IVR service start with the data, Telerus has spent years designing and refining a highly sophisticated "Data Importer." The AIS™ Data Importer is necessarily sophisticated because each JMS integrated contains unique aspects to its inmate data. Correctional facilities using the same jail management system often have operational or implementation differences that lead to non-standard inmate data. AIS™ accommodates a large variety of formats for a file or set of files that contain content relevant to a common uniform inmate database. Custom software development is required for every new jail AIS™ supports. However, the amount of development depends directly on the complexity of the inmate data provided. Custom development is usually eliminated by using default implementations.
-



Telerus, Inc. IVR System Proposal, RFP #2013.119

File Content Types

AIS™ defines the files or sets of files it supports. Files are assigned a content type by configuration. Content types can be added to the system, but the following are built in:

- All-In-One:
 - Every row of the file has the same fields.
 - Typically organized as one row per charge.
 - Inmate general information repeats (IE: name, birth date).
- Inmate General Info:
 - Fields that describe the inmate, such as Inmate ID or Birth Date.
 - Typically organized as one row per inmate.
- Inmate Charges:
 - Fields that describe the charges against an inmate.
 - Typically organized as one row per charge.
- Inmate Bonds:
 - Fields that describe bail information for an inmate.
- Inmate Court:
 - Fields that describe inmate court appearances.
- Inmate Commissary:
 - Fields for inmate commissary balance, such as Cash Balance.
- Inmate Visits Remaining:
 - Fields for a quota of visits an inmate may receive.
- Inmate Charges And Court:
 - Combination of Inmate Charges and Inmate Court content into one file.
- Inmate General Info And Charges:
 - Combination of Inmate General Info and Inmate Charges content into one file.

File Dependency Management

Some of the file content types above depend on each other. To ensure that the inmate database is updated correctly, they must be processed in a specific order. Files may not arrive in the order they should be processed in. AIS™ has logic to hold a file back from processing until other files associated with it by dependency have also arrived. All of the associated files are made available for processing as an organized set with a specific processing order.

File Processing Concurrency Management

AIS™ is multithreaded and can therefore process many files simultaneously. Database performance can be severely affected when two files from the same jail are processed at the same time. An intelligent file event queue is used to prevent multiple threads from working on files for the same jail at the same time. This queue also ensures that the newest file to arrive is always processed next by skipping older files of the same content type that are queued for processing.



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Steps of File Processing

Inmate data files from jail management systems may contain any relevant data pertaining to an inmate. Some fields may correlate directly to table columns in the common inmate database and others may be used to determine appropriate values for the table columns. AIS™ is designed to process files in a series of pre-defined steps. Each step progresses the processing of the file towards the ultimate goal of updating the database. The earlier steps in the process are where most customizations occur. These are the steps for file processing:

File Reformatting Step

This is an optional step for adjusting file format before parsing. It is used to fix format issues, such as a CSV file where comma can occur in data field content.

Parsing Step

This step of processing involves reading file data and creating generic inmate record objects, which have a property for every possible field within the database plus properties only used in translation. Field formats are validated and all content types are parsed into generic inmate record objects. Built-in field conversion and validation tools are applied, such as those for date and time values. There three categories of built-in parsers for inmate data files:

Text files

- Character delimited (such as comma and pipe).
 - Position based fields.
 - Master and detail rows.

Excel Spreadsheets

- Identical rows.
- Master and detail records combined.
- XML files

XML Files

- Customizable mapping layer defines expressions for data extraction.

Translating Step

During this step, data is converted from generic data structure to inmate object model for importing into database. The inmate object model created during translation is valid and ready to be imported into the database.

Default business logic for interpreting inmate record objects is applied allowing for speedy implementation if default logic is satisfactory. Logic can be overridden for any property or object in the resulting inmate object model. This design allows software developers to implement major adjustments



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and logic requiring multiple fields in order to make a determination, such as looking up a visitation schedule based on inmate's housing unit and gender.

Data is translated from raw form with redundancies into a normalized object hierarchy with nested relationships. Basic character fields are converted to more concrete data types pre-configured in the database and codes are mapped to types defined as table rows in the database. For example, a bond code in the data would translate to a bond type in the database.

Importing Step

In this step, the software updates the database with new inmate data using the inmate object model creating during the previous translation step. Default business logic for importing inmate objects into the database is applied. The software updates information for inmates that have changed, adds inmates to the database that are new and removes inmate information that no longer occurs in the latest data file or files. This step ensures referential integrity of the data elements within the common inmate database.

Post Processing Step

This optional step allows for tasks to be done after processing. For example, sending the file to another system for additional processing.

Monitoring

AIS™ contains a monitoring component that tracks importer activities. The monitoring component identifies gaps in file processing and provides alerts to operational staff. These gaps are often created when files stop arriving at regular intervals. The results of file processing are also examined and notifications are sent if errors occurred during processing. There are built-in error levels that indicate severity, such as partial success. If part of a file was imported successfully, that import is considered a partial success. Any row of data that can be processed successfully is used to update the database. Other rows may be discarded due to errors, such as field formatting errors.

An inmate data file that has a problem, such as formatting or content that cannot be translated, will often contain the problem with each new version of the file until it is fixed. New files arrive minutes apart, typically 15 minutes, and it is more operationally efficient to suppress an error notification that also occurred in a previous file. The objective is to prevent alerting operational staff of a data issue redundantly, which would make maintenance more challenging.

File Management

The invented software can handle inmate data from thousands of jail management systems. It is designed to handle a constant influx of new files to be processed. These files are moved on the file system as they are processed to the following directories:

- **Source Data Directory** – The root level directory of the file system tree where new files arrive for processing.
 - This directory is monitored continually for new files.
 - Before a file is considered ready for processing, it is opened to ensure no other process is still writing to it.
-



Telerus, Inc. IVR System Proposal, RFP #2013.119

- File is moved to the Files Being Imported Directory after successful open and close.
- Timestamps are appended to filenames before the file is moved.
- **Files Being Imported Directory** – Contains files that are either waiting to be processed or being processed.
- **Completed Files Directory** – Contains files that have been processed.

This organization of files is useful for maintenance and monitoring of the importer by operational staff.

Implementation Process – Implementation will be planned to span the four weeks following execution of an agreement. Actual implementation time may vary depending on participant schedules and the timing of deliverables. The implementation steps are highlighted below.

- **Project Kickoff Call:** Conference call between Telerus and the Sheriff's Office to identify points of contact, confirm system architecture, features, goals, and specific dates of the implementation timeline. This proposal and/or the SOW will be used to guide the call.
 - **Site Survey Completion:** The Site Survey will guide the system configuration and once completed and confirmed, serve as the configuration "Spec." The "Go-Live" configuration should incorporate considerations for AIS settings found at other facilities, Adams Sheriff's Office's individual call flow preferences, and IVR design characteristics considered industry best practices.
 - **Data Import Development:** Consulting with Sheriff's Office IT and/or the Sheriff Office's JMS vendor, the Telerus establishes an FTP based stream of "flat files" out of the JMS to the Telerus Data Center. Fifteen minute intervals are standard, but the imports can take place more or less frequently, depending on Sheriff's Office preferences.
 - **Voice Flow Development:** Using the Site Survey and Data Import to guide design, the AIS™ platform will be configured in Microsoft's .Net programming environment to meet Adams Sheriff's Office's specific business requirements and call flow preferences.
 - **Voice File Recordings:** Recording will take place by Telerus' professional voice talent, whose voice can be heard in systems from the US Army, ABC Network, USA Today, and Walt Disney. After the English recording is completed, Spanish translation and recording will take place in a dialect neutral voice.
 - **Quality Assurance:** The Telerus QA Team runs through various test cases to review the application flow before Adams Sheriff's Office is asked to participate in testing.
 - **User Acceptance Demo:** All parties walk through the application and confirm that the system performs to expectations and matches inmate records contained in the JMS.
 - **Go-live:** The call forward, auto attendant option, or port is executed to appropriately route production calls to the Telerus Data Center. The application is monitored continuously for one full business day and then the Telerus Support team is available 24/7 for remote support.
-



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Support – As a small yet established company, we pride ourselves in providing outstanding process-centric customer service while maintaining a personal touch. As a fully-managed hosted software solution, Telerus supports all customers 24 hours a day, 7 days a week. The County can rest assured that if and when issues arise; the Telerus Support Team will be readily available and eager to assist.

- 99.99% uptime, apart from scheduled downtime.
- Seven days a week, 24 hours/day coverage.
- 800-number phone and email access to the Telerus Support Team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Unlimited script changes and voice file re-recordings.
- New releases of AIS™ product documentation.
- Quarterly system review teleconferences including recaps of all incidents and average resolution times.
- Annual system review meetings.

Reporting – AIS™ includes **Call Summary Reports** with a breakdowns of all calls received during the designated report period. This report provides a “bird’s eye” view of all usage including total calls, call durations, and the automation rate.

AIS™ also includes Transfer Reports with a breakdowns of calls transferred out of AIS™ by hour, day of the week, and/or month. This allows effective planning of staffing resources required to assist those callers (typically 20%) who are unable or willing to serve themselves.

Sample of a Call Summary Report



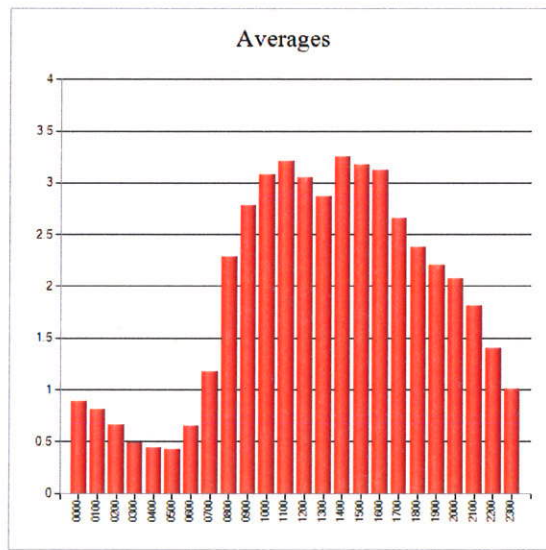
AIS Web Reporting

Caller Usage Report for WeldCO

Report Start Date: 1/7/2012 Report End Date: 1/7/2013

PUBLIC USAGE	
CALLS	
Total Calls	127,344
Forced Transfers	16,007
Automation Rate	87.43%
Total Call Duration	13 wks 6 days 11 hrs 31 mins
Average Call Duration	1 min 6 secs
Phone Account Funding Selected	5,734

Sample of a Call Transfer Report





Telerus, Inc. IVR System Proposal, RFP #2013.119

11.1.3 A minimum of five current references with similar scopes of work include a point of contact and phone number.

1. Weld County, CO
 - a. Nicole Morrill, nmorrill@co.weld.co.us #(970) 356-4015 x3958
2. Douglas County, CO
 - a. Captain Jason Kennedy, jkennedy@dcsheriff.net #(303) 435-0963
3. Jefferson County, CO
 - a. Mark Martin, MMartin@co.jefferson.co.us #(303) 271-5407
4. Arapahoe County, CO
 - a. Terri Wood, twood@co.arapahoe.co.us #(720) 874-3462
5. Broomfield County, CO
 - a. Sgt. Shawn Laughlin, slaughlin@broomfield.org #(720) 887-2023

Additional references will be furnished upon request.

11.1.4 Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.

Primary Contact:

Mckenzie Ellis
Director of Sales and Marketing
Office: (303) 928-1019
Cell: (303) 999-7235
Fax: (303) 996-0534
Email: mellis@telerus.com

Secondary Contact:

Ted Radey
Chief Executive Officer
Office: (303) 928-1015
Cell: (303) 875-2793
Fax: (303) 996-0534
Email: tradey@telerus.com



Telerus, Inc. IVR System Proposal, RFP #2013.119

11.1.5 Pricing

Option 1: No Commissary Deposit Feature

- No Setup Fee.
- \$2,205 per month.
- Month-to-Month, No Long Term Contract.

Option 2: Commissary Deposit Feature*

- No Setup Fee.
- \$1,838 per month.
- Month-to-Month, No Long Term Contract.

*This model allows the public to make credit card based deposits into inmate trust/commissary accounts through AIS™, which makes deposits more convenient for citizens and may increase collections/commissions for the facility. All funds would be guaranteed by Telerus and convenience fees ranging from \$4.95 to \$10.95 (depending on the deposit amount) would apply.

These fees would cover credit card processing fees and bad debt, as well as lowering agency costs.

Exhibit Schedule:

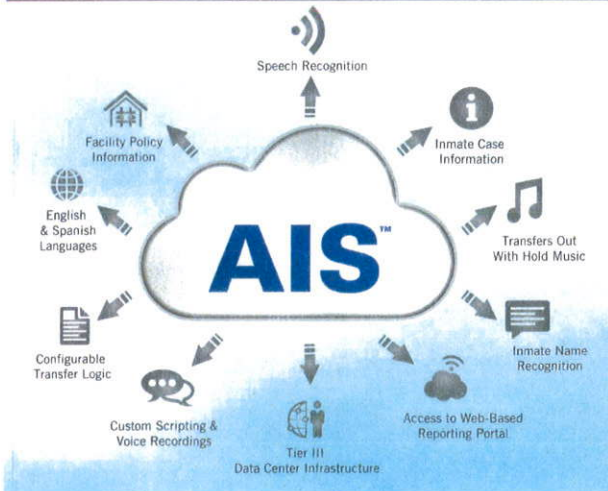
- A. AIS™ Brochure
 - B. AIS™ Jail Deposits Brochure
 - C. AIS™ Case Study, Weld County, CO
 - D. Liability Insurance Certificate
 - E. Workers Compensation Certificate
 - F. Certificate of Compliance
 - G. Proposal Form
-

Exhibit A

AIS™ AUTOMATED INFORMATION SERVICES



>> INCOMING JAIL CALLS AUTOMATED IN THE CLOUD



Anyone that has worked a shift in a U.S. local jail knows all too well how incoming calls flood in. Friends and family members seeking information about inmates can make phones ring nonstop.

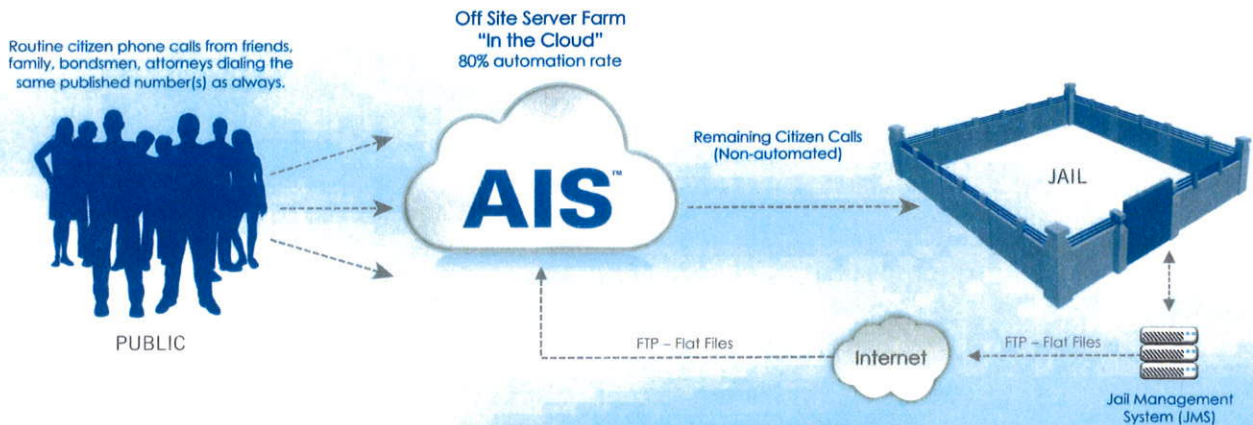
And the questions are often the same...Is he there? What are her charges? How much is bond? Where do I pay it? How do I pay it? Is there a hold from another agency? When can I visit? When is court? Where is court? When will he be released?

Inmate search by web helps some, but the calls still come in.

Automated Information Services (AIS™) is the de-facto standard Interactive Voice Recognition (IVR) solution for local correctional facilities. It serves more facilities and citizens than all competitive offerings combined and sets the bar for features, flexibility, performance, and value. No other offerings even come close.

With AIS™, facilities typically see an 80% reduction in citizen phone calls requiring manual assistance. Speech recognition driven menus allow friends and family members to simply speak the name of an inmate or type of facility policy to self-serve themselves without staff assistance. This frees staggering numbers of staff hours for other tasks. This allows staff members to focus on critical tasks without constant distractions. This improves work atmospheres and staff morale. This gives citizens faster access to information.

AIS™ is smarter government at its best. It starts with simplified procurements. Low monthly, "pay as you go" fees without required term commitments allow most facilities to bypass cumbersome RFP's and go straight to relief in a few weeks. And with all hardware and software residing onsite "in the Cloud," configurations are quick and easy.



More information: call 1.800.524.5547 or email info@telerus.com

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Exhibit A

AIS™ AUTOMATED INFORMATION SERVICES

>> INCOMING JAIL CALLS AUTOMATED IN THE CLOUD



AIS™ BENEFITS:

- Fewer routine phone calls - 80% average automation rate.
- Substantial staff hours made available for other tasks.
- Improved staff focus and performance accuracy.
- Improved work environment – no more incessant ringing.
- Improved staff morale.
- All citizen phone calls consistently answered within three rings.
- Improved citizen access to information – faster and easier.
- Measurable savings and faster service make for great public relations stories.



AIS™ PRICING AND PROCUREMENT

- No setup fees.
- Low monthly fees based on Average Daily Population (ADP).
- No term commitments or long term contracts required.
- RFP's rarely required.
- Usually funded from commissions and/or inmate welfare funds.
- No hardware or software to install onsite – easily configured from “the Cloud”.



AIS™ FEATURES:

- Speech Recognition – callers simply speak information desired.
- Transfers of callers requiring assistance to staff members with configurable logic.
- English and Spanish.
- Custom scripts and voice file recordings for each facility.
- Jail Management System (JMS) agnostic – integrates to any JMS.
- Phone System (PBX, ACD) agnostic – integrates to any phone system.
- Inmate Case Information
 - Charges, bond amounts, bond types, warrants/holds, visitation times, approved visitors, court dates/times/locations, projected release dates and Inmate ID's.
 - Custom, facility specific features.
- General Facility Information
 - Directions/location, policies for sending mail, sending money, inmate telephone accounts/usage, visitation, property storage, court dates and frequently requested phone numbers.
 - Custom, facility specific features.
- All features configurable – no two facilities configured the same.
- Optional AIS™ Jail Deposits can increase trust account deposits and commissary sale commissions.
- 99.9% Uptime Service Level Agreement (SLA).
- 24/7 data validation and caller traffic monitoring.
- 24/7/365 toll free and email support.
- Access to real time reporting web portal with reports detailing caller usage and transfer patterns.
- Unlimited voice-file revisions.
- Capacity for thousands of simultaneous calls – virtually unlimited.

“AIS™ has drastically reduced the need for staff to handle calls from the public. The automated system has streamlined inmate information access which has had a direct effect on our operational efficiency.”

– Jefferson County, CO

“AIS™ has changed the atmosphere at our facility and certainly made for a better working environment. The process was smooth, implementation was simple, and the results have been absolutely fantastic.”

– Winnebago County, WI

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AIS™ JAIL DEPOSITS

Exhibit B

>> EASIER DEPOSITS, INCREASED COLLECTIONS



AIS™ Jail Deposits makes deposits easier for citizens and increases collections for local detention facilities. Citizens no longer need request vendor toll free number and web site addresses from staff members – they simply call the same facility phone numbers and access the same facility web sites already published... it's intuitive and efficient on both sides. Deposits are made with the latest Automated Speech Recognition (ASR) technology, live call center agents, or over the web – always in a secure PCI Compliant environment residing “in the Cloud.” Best of all, there are no facility costs – it's completely free. And if you already have base AIS™ in production, Jail Deposits can be enabled within a few days!



AUTOMATED SPEECH RECOGNITION (ASR)

- Increases facility collections and commissary sales.
- Citizens dial the same facility number(s) currently published in the phone book and simply speak the first and last names of an inmate to make a deposit.
- For Base AIS™ customers, adding Jail Deposits is simple configuration change completed in a few days.
- Integrates seamlessly with existing facility auto attendant with professional English and Spanish prompts.
- Available automatic updates to inmate balances.
- Available hosted auto attendant with transfer to facility staff and/or live call center agents.
- Inmate Search by Phone reduces #1 citizen telephone inquiry: “Is he there?”
- Available standalone or with inmate case information, which averages 80% automation of all citizen calls. Citizens self-service routine case information inquiries over the phone, freeing staff members for other tasks.
- Secure, PCI Compliant, Class III Data Center environment with clustered Linux and Microsoft servers.



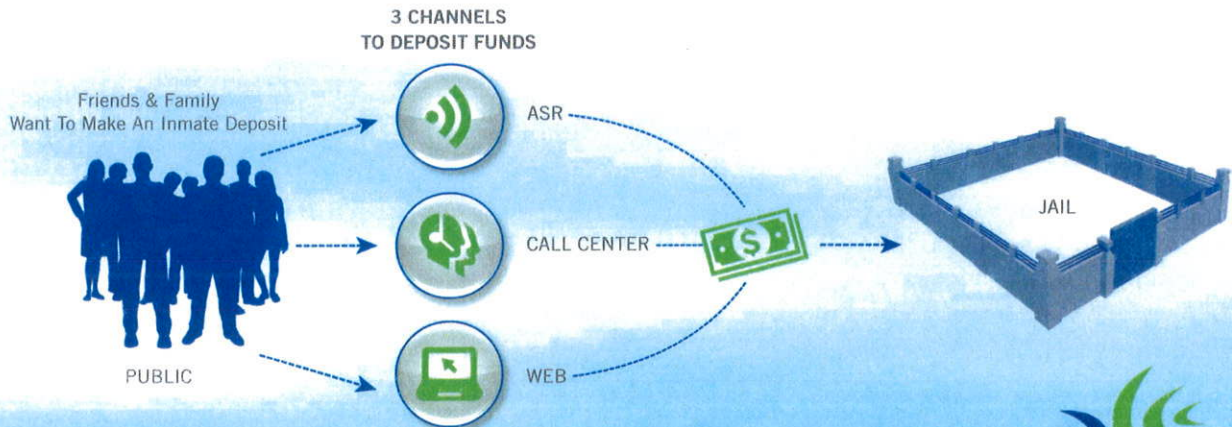
CALL CENTER

- Increases facility collections and commissary sales.
- U.S. native English speaking, carefully screened call center agents officed in same building as company HQ.
- Available automatic updates to inmate balances.
- Available to back up both ASR and Web transactions.
- Available inmate booking information call center outsourcing.
- Secure, PCI Compliant, professional call center environment equipped with Asterisk® PBX.



WEB

- Increases facility collections and commissary sales.
- Integrates seamlessly with existing facility web site – citizens simply click a link to make a deposit from the facility website.
- Available automatic updates to inmate balances.
- Secure, PCI Compliant, Class III Data Center environment with clustered Linux and Microsoft servers.



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>> WELD COUNTY SHERIFF'S OFFICE, COLORADO

AIS™ HELPS WELD COUNTY'S COMMITMENT TO CITIZEN SERVICE RING TRUE

Booking Department undergoes dramatic change as AIS™ handles almost 90% of all corrections calls.

2012 STATISTICS

132,040
Total Calls Handled

115,898
Total Calls Automated

87.77%
Automation Rate

"Our staff couldn't believe it. It was so quiet, they thought the phone system must surely be broken. The difference has been like night and day."

—Booking Manager
Nicole Morrill, Weld County



SITUATION

Weld County, Colorado's extraordinary commitment to citizen service was being put to the test. Sheriff John Cooke had mandated that all incoming calls to the Weld County Correctional Facility be answered by the third ring. But with an average of 472 incoming calls each day and explosive population growth of 44 percent over the past decade, the sheer volume of calls made this a tall order, especially considering that staff members had a multitude of responsibilities beyond answering phone calls. The massive volume and repetitive nature of calls overwhelmed the civilian based staff and led to a stressful atmosphere with citizens frequently on hold, calls rolling over to costlier officers, and a high job turnover rate. Inner-agency partners were also frustrated by lengthy holds, and the constant barrage of calls impacted staff's ability to handle other important tasks such as booking with consistent accuracy. Meetings and training sessions could rarely, if ever, be handled without interruption. Something had to be done if Weld County was to continue offering the highest level of citizen service that Sheriff Cooke felt the community deserved.



SOLUTION

Like many Counties, budgetary limitations prevented Weld County from adding new staff, so they examined AIS™, the nation's most widely deployed voice response solution for correctional facilities. Initially, Nicole Morrill, the Weld County Booking Manager, was leery of making such a big operational change. "But switching to AIS™ proved to be the easiest software implementation I've ever been a part of." Telerus, the developer of AIS™ and a leading voice application hosting company, worked closely with Weld County to identify the most common types of citizen inquiries, and in a matter of weeks, the system was operational. Overnight, the atmosphere in the Weld County booking department changed dramatically.



BENEFITS

According to Morrill, "Our staff couldn't believe it. It was so quiet, they thought the phone system must surely be broken. The difference has been like night and day." With AIS™, 88.92% of all calls are automated. Every citizen caller receives an answer within three rings and is given a quick and easy self-service option to obtain information, 24 hours a day, in English or Spanish. The civilian staff, previously dedicated to answering the non-stop inquiries, is now tapped to handle other administrative tasks, which improves overall operating efficiency and individual job satisfaction. Morrill noted, "Believe it or not, we have found that callers actually trust the automated system more than people! After hearing information straight from the system, they aren't as likely to question us about an inmate's charges or argue about a bond amount." As a result of these direct and indirect efficiencies, there hasn't been a need to request additional staff members, a costly and uncertain request that would have almost certainly have taken place without AIS™. Sheriff Cooke sums it up: "Citizen service is a priority at Weld County and AIS™ helps us handle information requests effectively while saving our taxpayers time and money."

More information: call 1.800.524.5547 or email info@telerus.com

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Exhibit D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AAI - Rick P. Cline Agency 9200 W. Cross Dr., Ste 210 Littleton, CO 80123 License #: RPA195613	CONTACT NAME: Rick Cline PHONE (A/C No. Ext): 303-932-1700 FAX (A/C No.): 720-283-6339 E-MAIL ADDRESS: rcline@insuranceaa.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Hartford INSURER B: The Hartford 29424 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED TELERUS, INC. TED RADEY 621 17th Street Suite 2131 Denver, CO 80293	

COVERAGES **CERTIFICATE NUMBER: 00030380-0** **REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		34SBMUI5637	05/25/2013	05/25/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/PROP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	Y		34SBMUI5637	05/25/2013	05/25/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Adams County is listed as an additional insured.

CERTIFICATE HOLDER Adams County 4430 S. Adams Parkway Brighton, CO 80601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (RPC)
--	---

Exhibit E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AAI - Rick P. Cline Agency 9200 W. Cross Dr., Ste 210 Littleton, CO 80123 License #: RPA195613	CONTACT NAME: Rick Cline PHONE (A/C, No, Ext): 303-932-1700 FAX (A/C, No): 720-283-6339 E-MAIL ADDRESS: rcline@insuranceaa.com INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: The Hartford NAIC # 29424 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED TELERUS, INC. TED RADEY 621 17th Street Suite 2131 Denver, CO 80293	

COVERAGES **CERTIFICATE NUMBER: 00030380-0** **REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		34SBMUI5637	05/25/2013	05/25/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		34SBMUI5637	05/25/2013	05/25/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP/RETO/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Adams County is listed as an additional insured.

CERTIFICATE HOLDER Adams County 4430 S. Adams Parkway Brighton, CO 80601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (RPC)
--	---

Exhibit F

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

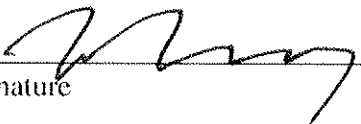
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

TELERUS, INC.
Company Name

6/13/13
Date

TED RAOEY
Name (Print or Type)


Signature

CEO
Title

Note: Registration for the Basic Pilot Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.


Exhibit G



I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Addenda # 1-3 Addenda # _____

If None, Please write NONE.

<u>TELERUS, INC.</u>	<u>6/13/13</u>
Company Name	Date
<u>621 17th ST. SU. 2131</u>	
Address	Signature
<u>DENVER, CO 80293</u>	<u>TED RAHEY</u>
City, State, Zip Code	Printed Name
<u>DENVER</u>	<u>CEO</u>
County	Title
<u>303-928-1015</u>	<u>303-996-0534</u>
Telephone	Fax
<u>tradeye@telerus.com</u>	
E-mail Address	