

REVENUE AGREEMENT WITH INMATE CALLING SOLUTIONS, LLC. TO PROVIDE INMATE TELEPHONE SERVICE

THIS AGREEMENT is made and entered into as of this 1st day of July 2016 by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and INMATE CALLING SOLUTIONS, LLC d/b/a ICSolutions, with its principal place of business located at 2200 Danbury Street, San Antonio, TX 78217, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has the need to provide telephone and visitation services for certain inmates/residents, as hereinafter described, in the Sacramento County Sheriff's Department and Probation Department Facilities; and

WHEREAS, the CONTRACTOR is willing to provide such services under the terms and conditions set forth below;

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

- A. This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2019 ("Initial Term") with the right to renew for two (2) additional, one (1) year terms with thirty (30) days written notice to the CONTRACTOR prior to the expiration of the Initial Term or renewal term of the Agreement. This Agreement shall not bind, not purport to bind COUNTY for any contractual commitment in excess of the Initial Term.
- B. An extension of the Initial Term will be accomplished through an amendment to the Agreement. If the extension of the Agreement necessitates additional revenue and/or funding beyond which was included in the original Agreement, the increase in the COUNTY'S maximum liability will also be affected through an amendment to the Agreement and shall be based upon rates provided for in the Agreement and proposal and/or negotiated Agreement extension incentives.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

SCOTT JONES, Sheriff
Sacramento County Sheriff's
Department
711 G Street
Sacramento, CA 95814

TO CONTRACTOR

ICSolutions
Attn: Contracts/Legal
2200 Danbury Street
San Antonio, TX 78232

LEE SEALE, Chief Probation
Officer
Sacramento County Probation
Department
9750 Business Park Drive,
Suite 220
Sacramento, CA 95827

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

- A. CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.
- B. CONTRACTOR shall furnish a Surety Bond (guarantying contract performance) in the form of a bond issued by a Surety Company authorized to do business in the State of California, a Cashier's Check, or Irrevocable Letter of Credit payable to the County within ten (10) calendar days after award of the Agreement and prior to any installation work or equipment delivery. The Surety Bond must be made payable to the COUNTY in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and will be retained during the full period of the Agreement and/or renewal terms. No personal or company checks are acceptable. The Agreement number and/or dates of performance must be specified on the Surety Bond. In the event that the COUNTY exercises its option to extend the Agreement for an additional period, CONTRACTOR shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement. Notwithstanding the foregoing, all software and related system designs, specifications and documentation are, and shall remain, the sole and exclusive property of Contractor.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-

employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have a) any entitlement as a COUNTY employee: or b) except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.
- F. The services to be performed by CONTRACTOR shall not be assigned, sublet or transferred without prior written approval of COUNTY.
- G. CONTRACTOR shall be required to notify the COUNTY of any merger or acquisition of which there is knowledge during the duration of the Agreement and any renewal terms. If CONTRACTOR merges with or is acquired by another firm, the following documents must be submitted to the COUNTY:

1. Corporate resolutions prepared by the successful CONTRACTOR and new entity ratifying acceptance of the original contract, terms, conditions and process. Surety bond from the new entity per above.
2. New CONTRACTOR'S Federal Identification Number (FEIN).
3. Additional information reasonably deemed necessary by the COUNTY.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. This section intentionally omitted.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. This section intentionally omitted.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, with counsel reasonably acceptable to COUNTY, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees of any nature or kind because of use of any copyrighted, or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Agreement, and agrees to defend, at its own expense, any and all actions brought against COUNTY or itself because of the unauthorized use of such articles. In the event any infringement claim is made or threatened against the COUNTY, or injunctive relief is granted to a Claimant, CONTRACTOR shall (i) obtain the right for COUNTY to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event CONTRACTOR is unable to perform any of the above, COUNTY may terminate this Agreement upon thirty (30) days written notice to CONTRACTOR. The provisions of this indemnity obligation and remedies shall survive the expiration or termination of the Agreement.
- B. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, with counsel reasonably acceptable to COUNTY, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or a reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which CONTRACTOR is legally liable under law. CONTRACTOR understands and agrees that this indemnity obligation shall apply regardless of whether any loss, damage or cost arises from, whether in whole or in part, any alleged or actual acts or omissions, or any other negligence, concurrent or otherwise, on the part of COUNTY, or any other party indemnified hereunder, excepting only those Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

- C. The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY. Notwithstanding the foregoing, COUNTY shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should COUNTY elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.
- D. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.
- E. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- F. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.
- G. COUNTY agrees to provide the CONTRACTOR with reasonable and timely notice on any claim, demand or cause of action made or brought against the COUNTY arising out of or related to the services rendered by the CONTRACTOR.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall

be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY'S Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be paid as set forth in Exhibit A and as further summarized in Exhibit C.
- B. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of COUNTY personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXIV. This section intentionally omitted.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR (as defined in Section XXX. below) and counsel for COUNTY.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Sheriff or his designee.

XXXI. DISPUTES

- A. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

- B. Should there be a discrepancy in the responses provided by the Contractor to RFP #8220 and this Agreement, the terms and conditions contained in this Agreement and its amendments will prevail over the RFP and its addenda/amendments, and the RFP and its addenda/amendments will prevail over the responses to the RFP.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party, without penalty. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A). Should COUNTY terminate the Agreement without cause, COUNTY shall reimburse CONTRACTOR for the upfront financial incentive on a prorated basis for the remaining months under the Agreement.
- B. Either party may terminate this Agreement for cause immediately upon giving written notice to the other party should such other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above. Should this Agreement be terminated due to CONTRACTOR'S default, then COUNTY shall not be required to repay any amounts under this Agreement.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) **if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State;** 3) if funds in COUNTY'S yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to the effective date of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed

bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not unreasonably incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses and obligations to a third party that CONTRACTOR can legally cancel.
- F. Should CONTRACTOR for any reason become unable to complete the work called for in this Agreement, COUNTY may, at its sole discretion, call for the Surety Bond due in part or in full for such non-performance and/or as liquidated damages.
- G. In case of default by the CONTRACTOR, the COUNTY may procure the articles or services from other sources and may call the Surety Bond due in part or in full.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein.
- B. Please refer to Exhibit A, Section G for the specific monthly reporting requirements.

XXXIV. AUDITS AND RECORDS

- A. COUNTY reserves the right to verify, by examination of the CONTRACTOR'S records and all invoiced amounts.
- B. COUNTY will have the right from the Effective Date of the Agreement and for a period of four (4) years after the termination date of the Agreement, upon ten (10) business day's written notice, to fully reconcile or examine any and all CONTRACTOR information pertaining to the Agreement. COUNTY will also have the right to have another independent Agency of the County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- C. CONTRACTOR shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, debit sales, and commissioning and fee reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles. Failure by the CONTRACTOR to comply with

this full reconciliation rights provision will be grounds for termination of the Agreement at the COUNTY'S sole discretion.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the Initial Term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XLI. BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of the CONTRACTOR will be required as a condition of beginning and continuing work under this Agreement. COUNTY will conduct background and security checks before work begins. CONTRACTOR will be required to provide valid identifying information for its employees and/or subcontractors.

XLII. RIGHT TO REFUSE PERSONNEL

COUNTY reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime CONTRACTOR or its subcontractors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**

By Scott Jones
SCOTT R. JONES, Sheriff

By [Signature]
(Name)

Date: 6/27/2016

Date: 6/22/16

By [Signature]
LEE SEALE, Chief Probation Officer

Date: 6/29/16

**CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL**

By: [Signature]
Deputy County Counsel

Date: 7/5/2014

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
INMATE CALLING SOLUTIONS, LLC,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

- A. The COUNTY currently operates three (3) facilities under two (2) departments. The Sheriff’s Department is responsible for the Main Jail Division (Main Jail) and Rio Cosumnes Correctional Center (RCCC). The Probation Department Operates the Youth Detention Center (YDF), collectively referred to as Facilities.

Responsible County Department	Facility Name	Facility Address
Sheriff's Department	Main Jail Division (Main Jail)	651 "I" Street Sacramento, California 95814
Sheriff's Department	Rio Cosumnes Correctional Center (RCCC)	12500 Bruceville Road Elk Grove California 95758
Probation Department	Youth Detention Facility (YDF)	9601 Keifer Boulevard Sacramento, California 95827
Probation Department	Warren E. Thornton Youth Center (WETYC) *	4000 Branch Center Road Sacramento , CA 95827

*The Probation Department may re-open WETYC. COUNTY reserves the right to have inmate telephone equipment and service installed per the terms of this Agreement should WETYC become operational in the future.

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall install, operate and maintain jail inmate telephones and related equipment. The CONTRACTOR shall, without cost to the County, provide all inside wiring for the inmate and visitation telephones, install the inmate and visitation telephones, and the related hardware and software/firmware specifically identified herein or otherwise required, to enable inmates at the Facilities to make free, speed-dial, collect, pre-paid and debit local, long distance and international calls from the Facilities as well as the completion of visitation sessions.
- B. COUNTY works with Praeses, LLC as its independent and objective management company (“Designated Agent”) relative to the COUNTY’S inmate telephone environment. CONTRACTOR shall accept COUNTY’S direction in working with the COUNTY’S Designated Agent.

C. ITS Installation Requirements

1. For each installation, the CONTRACTOR shall submit an implementation plan which shall include an installation schedule. Any initial installations must be completed within sixty (60) days of the date the COUNTY awards the Facilities to the CONTRACTOR. This implementation plan will become a part of the Agreement and must be followed.
 - a. If any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, the CONTRACTOR may incur liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day beyond the installation date. In no event will natural disasters or acts of God cause the CONTRACTOR to incur liquidated damages.
 - b. Should the CONTRACTOR incur liquidated damages, the COUNTY will invoice the CONTRACTOR. Payment of the invoice shall be made to the COUNTY within thirty (30) days of the CONTRACTOR'S receipt of the invoice.
2. Turnkey Installation – the CONTRACTOR shall be responsible for all costs associated with the ITS and visitation sets, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This will include all wiring, new electrical circuit installations, cables, parts, software and physical installation at each facility.
3. The CONTRACTOR agrees to obtain the COUNTY'S written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
4. The CONTRACTOR agrees to assume responsibility for installation of the equipment in accordance with the specifications contained in the manufacturer's installation instructions.
5. The work under this Agreement is to be performed, completed, and managed by the CONTRACTOR. The COUNTY SHALL NOT provide work-space for the CONTRACTOR. All work performed on the COUNTY'S premises shall be completed during the COUNTY'S standard business hours.
6. Use of existing or in-place conduit, raceways, cableways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facilities are at the risk of the CONTRACTOR. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under

this Agreement by the CONTRACTOR becomes the COUNTY'S property upon termination and/or expiration of the Agreement.

7. The CONTRACTOR agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings.
8. The CONTRACTOR shall install additional telephones (inmate and visitation) and monitoring and recording equipment as needed at no cost to the COUNTY. This includes expansion to the existing Facilities and any newly constructed Facilities. This shall be done throughout the Agreement term and all subsequent renewal terms.
9. The CONTRACTOR shall provide and install adequate surge and lightning protection equipment on all equipment used for the ITS. The CONTRACTOR shall be responsible for maintaining, replacing or upgrading the surge and lightning protection at no cost to the COUNTY.
10. The CONTRACTOR shall clean up and remove all debris and packaging materials resulting from work performed.
11. The CONTRACTOR shall restore to original condition any damage to the COUNTY'S property caused by maintenance or installation personnel associated with the CONTRACTOR, including repairs to walls, ceilings, etc.
12. The CONTRACTOR agrees to install, repair and maintain all the CONTRACTOR provided equipment and cabling, including but not limited to any wiring or cable work required from the demarcation location throughout the Facilities at no cost to the COUNTY. All the CONTRACTOR-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the CONTRACTOR.
13. Upon completion of the initial installation and any ongoing installations, the CONTRACTOR must provide the COUNTY and its Designated Agent with a list of telephone numbers, station identifiers, equipment specifications and locations of each unit.
14. The CONTRACTOR shall work with the COUNTY, its Designated Agent, and the incumbent CONTRACTOR to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the COUNTY.

15. Upon expiration, termination, or cancellation of the Agreement, the CONTRACTOR shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by the COUNTY. The CONTRACTOR shall provide and/or perform any or all of the following responsibilities:
 - a. The CONTRACTOR acknowledges that the call records, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of the COUNTY. The CONTRACTOR agrees that the workstations shall become the property of the COUNTY after expiration, cancellation, or termination of this Agreement so that the COUNTY will have access to all the call records, call and visitation recordings, documentation, reports, data, etc. that are contained in the ITS. Further, the call detail records, call and visitation recordings, documentation, reports, data, etc. shall be provided to the COUNTY by the CONTRACTOR in a workable, software-compatible format at no cost to the COUNTY.
 - b. The CONTRACTOR shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the COUNTY. The CONTRACTOR agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Commissions will be due and payable by the CONTRACTOR to the COUNTY at the compensation rate provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by the CONTRACTOR.
16. All ITS inside wiring shall become the property of the COUNTY at the conclusion of the Agreement. The CONTRACTOR agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.
17. The COUNTY requires the CONTRACTOR to have the capability to provide a turnkey solution including collect, debit and pre-paid collect calling.

D. ITS Service and Support Requirements

1. CONTRACTOR shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis. All support personnel must be capable of completing a security screening prior to admittance to the

Facilities. Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week.

2. CONTRACTOR shall exhibit a best effort approach to the completion of repairs or replacement during the first twenty-four (24) hours following notification of a problem. The CONTRACTOR shall provide a remedy for revenue lost due to system outages or issues not resolved timely. The COUNTY and/or its Designated Agent shall be notified of progress and or delays in progress until there is resolution of the problem. CONTRACTOR shall notify the COUNTY and/or its Designated Agent any time a technician will be dispatched to the Facilities. The successful CONTRACTOR shall respond to telephone requests for maintenance within two (2) hours from the initial call for service and be on-site within four (4) hours after the initial notification for physical diagnosis and/or repairs.
3. CONTRACTOR shall ensure that all inmate and visitation telephones are operable no less than 98% of the time on a monthly basis ("in-service ratio") per Facility. The in-service ratio excludes downtime associated with regularly scheduled maintenance/upgrades, facility lock-downs or power outages beyond the CONTRACTOR'S control, which require the inmate and visitation telephones to be shut-off. In the event the CONTRACTOR does not restore service to the inmate and visitation telephones to maintain/meet the in-service ratio, the CONTRACTOR may incur liquidated damages of five hundred dollars (\$500.00) per day until the day the in-service ratio is met. In no event will natural disasters or acts of God cause the CONTRACTOR to incur liquidated damages. Should the CONTRACTOR incur liquidated damages, the Sheriff's Department and/or Probation Department will invoice the CONTRACTOR. Payment for the invoice will be due the Sheriff's Department and/or Probation Department within thirty (30) days of the CONTRACTOR'S receipt of the invoice.
4. All costs for maintenance, support, repair of all software and equipment will be borne by the successful CONTRACTOR.
5. CONTRACTOR shall comply with the following requirements when handling end-user requests:
 - a. CONTRACTOR shall provide end-users with multiple channels of communication with CONTRACTOR including but not limited to: 24x7x365 customer service via telephone, online account access and email. CONTRACTOR'S telephone option shall allow the end-user to reach a live CONTRACTOR representative at any time.

- b. CONTRACTOR shall provide end-users with an automated method for blocking their telephone number for calls from the Facilities during the call acceptance process.
- c. Pre-paid collect account balances expire after six (6) months of no activity.
 - 1) The County requires that the Contractor issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by the Contractor after six (6) months and the end-user requests to re-activate the account and receive calls from the Facility, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-users for refunds or reactivation of funds associated with a pre-paid account.
 - 2) Contractor shall complete a pre-paid collect call if the end-user's pre-paid collect balance is sufficient to cover the cost of a one (1) minute call.
 - 3) Contractor shall issue refunds within thirty (30) days of the refund request.
- 6. CONTRACTOR shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. The CONTRACTOR will provide a toll free telephone number, for ITS issues. The CONTRACTOR shall also provide a fax number and email address in its response to this RFP.
- 7. CONTRACTOR shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to the COUNTY for maintenance of the ITS.
- 8. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. CONTRACTOR will assume liability for any and all such damages.
- 9. All issues surrounding the ITS shall be reported by the CONTRACTOR to the COUNTY or its Designated Agent promptly.

E. ITS Training

1. The CONTRACTOR shall provide onsite training to the COUNTY'S staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the COUNTY. Training manuals shall be provided to the COUNTY'S staff at all training meetings and will become the property of the COUNTY.
2. When requested by the COUNTY, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
3. The CONTRACTOR shall also provide full documentation for all of the ITS features.

F. ITS Call Rating and Commission Accountability

1. CONTRACTOR shall provide, without limitation, the following combination of bill types: collect, pre-paid collect, debit and free. In no event shall CONTRACTOR remove the provision of any bill type without prior written approval of COUNTY.
2. The COUNTY requires that the monthly collect threshold is set at a minimum of one hundred dollars (\$100.00) per telephone number.
3. The CONTRACTOR shall ensure all debit and credit card electronic payment mechanisms are Payment Card Industry (PCI) compliant.
4. The calling rates are specified in Exhibit C.
5. The CONTRACTOR shall submit a request in writing to the COUNTY and receive the COUNTY'S written approval before any new calling rate increases or decreases are implemented. The COUNTY will respond in writing to the CONTRACTOR'S request.
 - a. Should the CONTRACTOR decrease the calling rates without the express written approval of the COUNTY, the CONTRACTOR shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change.
 - b. Should the CONTRACTOR increase the calling rates without the express written approval of the COUNTY, the CONTRACTOR must issue refunds to all overcharged end-users or inmates within five (5) business days. A list of the issued credits shall be provided to the COUNTY and/or its Designated Agent as documentation.

- c. If the CONTRACTOR is unable to issue refunds or provide documentation, the CONTRACTOR shall issue a payment to the COUNTY as concession. The payment amount shall be in the amount of the CONTRACTOR'S portion of the Gross Revenue generated from the overbilled calls.
 - d. No commission refund shall be due from the COUNTY to the CONTRACTOR for unapproved rate increases.
- 6. The CONTRACTOR shall implement any rate adjustments requested by the COUNTY within ten (10) days of said request, subject to regulatory approval.
- 7. Any change in tariff which is not approved by a designee of the COUNTY in writing in advance of the change shall be grounds for termination of the Agreement.
- 8. The CONTRACTOR must support the ability to have multiple rate schedules at the Facilities. For example, state or federal inmates may require the application of unique rate schedules for those inmates only without impacting rates charged to other inmates.
- 9. COUNTY reserves the right to recoup from the CONTRACTOR certain administrative and operational expenses ("Cost Reimbursement Payment") in connection with the provision of interstate and/or intrastate inmate telephone services (ITS) (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by the CONTRACTOR. COUNTY may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by COUNTY in association with the ITS covered by the Cost Reimbursement Payment.
- 10. COUNTY does not require a Cost Reimbursement Payment upon execution of the Agreement. In the event COUNTY wishes to utilize its option to implement the Cost Reimbursement Payment, then, at COUNTY'S request, COUNTY and the CONTRACTOR shall negotiate in good faith an amendment to the Agreement reasonably acceptable to COUNTY to document the COUNTY-imposed Cost Reimbursement Payment. If the CONTRACTOR and COUNTY are unable to mutually agree on such an Agreement amendment within thirty (30) days of COUNTY'S request, then COUNTY may terminate the Agreement at its sole discretion and without penalty or liability to COUNTY, and COUNTY may select another ITS provider.

11. Should a material change in the rules or policies of the FCC or other regulatory body applicable to ITS occur following the execution of this Agreement, which change affects (a) the ITS rates permitted to be charged by the CONTRACTOR to inmates under this Agreement; (b) the right of COUNTY to recover its ICS costs; or (c) the ability of the CONTRACTOR to pay to COUNTY site commissions, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at COUNTY'S request, the CONTRACTOR and COUNTY will negotiate in good faith an amendment to the Agreement reasonably acceptable to COUNTY that enables COUNTY to fully recover its ITS costs in a manner compliant with the change in the regulatory body's or the FCC's ITS rules or policies. If the CONTRACTOR and COUNTY are unable to mutually agree on such an Agreement amendment within thirty (30) days of COUNTY'S request, then COUNTY may terminate the Agreement at its sole discretion and without penalty or liability to COUNTY, and COUNTY may select another ITS provider.
12. The CONTRACTOR shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least one (1) second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.
13. During the call rating process, the CONTRACTOR shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
14. Gross Revenue, generated by and through the proposed ITS and through additional contracted services, consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by the CONTRACTOR that are in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by the CONTRACTOR.
15. The CONTRACTOR shall not reduce total Gross Revenue (as defined above) for any deductions associated with unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments or any other CONTRACTOR expense.

16. Any additional fees or changes in the approved fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the COUNTY prior to implementation.
 - a. Any charges/fees or changes in the approved fees added to the called party's bill or paid by the calling or called party without the express written consent of the COUNTY shall incur a fine of five hundred dollars (\$500.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - b. The COUNTY shall notify the CONTRACTOR of any unapproved additional fees, changes in the approved fees and/or charges of which the COUNTY becomes aware of and shall provide the CONTRACTOR with an invoice for the total fine due, for which the CONTRACTOR shall remit payment to the COUNTY within thirty (30) days.
17. Should the COUNTY and the CONTRACTOR mutually agree that the charges/fees are to be discontinued, the CONTRACTOR shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
18. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if the CONTRACTOR can bill or collect revenue on the call. Pre-paid calls include, but are not limited to, those calls completed by using a pre-paid card as well as all calls which have been pre-paid by any person or entity and by any method of payment.
19. The CONTRACTOR shall pay commission on the total Gross Revenues before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other CONTRACTOR expenses.
 - a. Complimentary calls associated with the CONTRACTOR'S pre-paid collect program are free and shall not be commissioned. Such

complimentary calls with the documented in the Call Detail Records (CDRs).

- b. Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage and is payable pursuant to the COUNTY requirements regarding commissions and reporting. On or before the tenth (10th) day following the month of traffic, the CONTRACTOR shall submit a monthly invoice and corresponding usage report to the COUNTY and/or its Designated Agent for the full amount of the debit usage (less any issued credits/adjustments) for the prior traffic month.
 - c. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by the COUNTY. Commission shall be due to the COUNTY in the traffic month the COUNTY placed the pre-paid card order and payable pursuant to the COUNTY requirements regarding commissions and reporting.
 - 1) The CONTRACTOR shall invoice the COUNTY the full amount of the pre-paid cards purchased within fifteen (15) days of receipt of the pre-paid cards.
 - 2) Should the COUNTY cancel the pre-paid card services at the Facilities, the CONTRACTOR shall deactivate and refund to the COUNTY the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.
 - d. Calls to telephone numbers that appear on the free call list supplied by the COUNTY shall not generate revenue for the CONTRACTOR and shall not be commissionable to the COUNTY. Only those numbers designated by the COUNTY on the free call list shall be marked as "Free" in the ITS.
20. The COUNTY shall not be liable for any of the CONTRACTOR'S costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other CONTRACTOR costs.
21. Notwithstanding the foregoing, Gross Revenue does not include:
- a. Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with the CONTRACTOR or a third party (i.e. Western Union) to accept calls. The approved pre-paid collect fee is specified in Exhibit C. Any changes to the approved fee must be

approved by the COUNTY and are subject to the penalty defined above if not approved by the COUNTY in advance.

- b. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted one hundred percent (100%) by the billing party to the appropriate governmental agency.
 - c. A "Free" call shall be defined as a call not generating any revenue or compensation for the CONTRACTOR. Calls to telephone numbers that appear on the free call list supplied by the COUNTY or from inmate telephones approved by the COUNTY to process free calls shall not generate revenue or compensation for Contractor and shall not be commissionable to the COUNTY. Only those numbers designated by the COUNTY on the free call list and inmate telephones approved by the COUNTY to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event the CONTRACTOR completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and commission for the calls shall be due and payable under Appendix J, Section 7.5 – ITS Call Rating and Commission Accountability. In the event the CONTRACTOR receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to COUNTY. The COUNTY reserves the right to enter a free number in the ITS as deemed appropriate by the COUNTY and without the assistance of the CONTRACTOR.
22. The CONTRACTOR shall provide commission payments and traffic detail reports to the COUNTY and/or its Designated Agent no later than the fifteenth (15th) day of the month following the month of traffic. The COUNTY prefers commission payments be sent via wire transfer. The COUNTY requires that traffic detail reports be sent via electronic format.
23. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, debit pre-paid calls and voicemails for each inmate telephone or inmate telephone station at the Facilities. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types:
- a. Facility Name;
 - b. Facility Identification Number/Site Identification Number;
 - c. Automatic Number Identifier;
 - d. Inmate Telephone Station Port/Identifier;
 - e. Inmate Telephone Location Name;

- f. Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - g. Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - h. Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - i. Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - j. Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - k. International Calls, Minutes Gross Revenue (Per Inmate Telephone);
 - l. Number of Voicemails, Voicemail Minutes, Gross Revenue (Per Inmate Telephone);
 - m. Commission Rate (%);
 - n. Total Calls, Voicemails, Minutes, Revenue and Commission Amount (Per Inmate Telephone); and
 - o. Traffic Period and Dates.
24. The CONTRACTOR shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.
25. Commission discrepancies must be resolved by the CONTRACTOR within thirty (30) days of receipt of notification of a discrepancy from the COUNTY or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of the COUNTY, and/or any other legal course of action the COUNTY elects to pursue.
26. Commission payments, traffic detail reports, billing files, call detail records ("CDR"), miscellaneous charges/fees report, reports and/or reports not containing the required fields received by the COUNTY or its Designated Agent after the due date are subject to late charges. The due date for all payments and reporting is the fifteenth (15th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges for reporting shall be a fee of seven hundred and fifty dollars (\$750.00) per month for each report not received by the fifteenth (15th) day of the month following the traffic month.
27. The CONTRACTOR shall provide monthly platform CDRs, billing, and miscellaneous charges/fees report files which shall be delivered to the COUNTY and/or its Designated Agent no later than the fifteenth (15th) day of the month following the month of traffic.

28. The CONTRACTOR shall provide monthly billing files in the raw and unedited EMI format (with all fields and content) which CONTRACTOR utilizes to prepare and submit to the Local Exchange Carrier (LEC) for billing to the called party. The billing files, in EMI format, shall contain all fields that are legally permitted to be released, with the contents of said fields in the exact format as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall include, without limitation, the following fields.

- a. Record ID;
- b. Facility Name;
- c. Facility ID;
- d. From ANI, if applicable;
- e. To ANI;
- f. Minutes of Use;
- g. Date (yymmdd);
- h. Connect Time (hhmmss);
- i. Billable Time (mmmmss);
- j. Multiple Rate Indicator;
- k. Originating City;
- l. Originating State;
- m. Bill City;
- n. Bill State;
- o. Rounded Bill Time Indicator;
- p. Bill Number;
- q. LATA ID;
- r. Settlement Code;
- s. Message Type;
- t. Charge Amount;
- u. Specialized Calling Indicator;
- v. Tax Exempt Indicator;
- w. Rate Period; and
- x. Rate Class.

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

- a. Facility Name;
- b. Facility ID;
- c. Batch – Export Batch Number;

- d. CSN;
- e. Station ID;
- f. Trunk ID;
- g. Phone Name or Location;
- h. Source ANI;
- i. Termination ANI;
- j. Call Start (yymmdd; mmss);
- k. Call End (yymmdd; mmss);
- l. Duration in Seconds;
- m. Language;
- n. Completed Flag;
- o. Bill Type (e.g. free, collect, etc.);
- p. Call Charge;
- q. Taxes and Fees;
- r. Total Charge;
- s. Call Type (e.g. local, etc.);
- t. From City;
- u. From State;
- v. To City;
- w. To State;
- x. Export Date / Revenue Period;
- y. Termination Type/End Type;
- z. Inmate ID;
- aa. CDR PIN;
- bb. Call Tax Amount;
- cc. Direct Billed;
- dd. Third Party PIN; and
- ee. LIDB status.

30. The CONTRACTOR shall provide a monthly miscellaneous charges/fee report on or before the 15th day of the month following the month of traffic which shall be associated with all collect, pre-paid and debit calls. The miscellaneous fees/charges report shall include a breakdown of all fees and charges applied to (without limitation) calls, transactions and accounts from the Facilities and covered under the Agreement, including but not limited to: pre-paid collect fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s), etc. regardless of whether the fee/charge was assessed directly by the CONTRACTOR or a third party.

- a. Facility ID;
- b. Date;
- c. From ANI;
- d. To ANI;
- e. Billed ANI;
- f. Transaction Type;
- g. Bill Type;

- h. Fee Type; and
- i. Fee Amount.

G. ITS Technical Requirements and Specifications

1. The following identifies the minimum requirements of the desired ITS:
 - a. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. The ITS shall also be capable of providing all operational features and system requirements applicable to visitation audio recording.
 - b. The ITS shall be capable of providing current technology and web based equipment with stand-alone on site host or central processor. There must be multi-level password security access with architecture that can be expandable to allow future growth. The CONTRACTOR has the option to also include a proposal for a centralized solution capable of providing all the afore mentioned system requirements.
 - c. With the initial implementation, the ITS shall support token based authentication managed by the COUNTY and the COUNTY agencies. Token authentication allows the COUNTY and the COUNTY agencies to pass user credentials to the ITS using a token ID. The ITS shall provide each user secure system access based upon the token authorization which is to be pre-determined by the COUNTY and the COUNTY agencies.
 - d. Each call, having been identified as being placed through the CONTRACTOR'S ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call, if the debit and/or pre-paid application is in effect and chosen as the means to place the call. The called party should be able to hear call process.
 - e. Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
 - f. The CONTRACTOR agrees to install the quantity of telephones, enclosures and/or booths required by the COUNTY as outlined in Exhibit A, Section W.
 - g. The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The inmate telephone sets in all Facilities shall be stainless steel and shall be sturdy, non-coin,

vandal resistant and steel armored; the cord length for the inmate and visitation phones is specified in Exhibit A, Section W. In addition, the telephone sets shall be composed of durable, tamper-free equipment suitable for a correctional/detention environment with placards containing dialing instructions. The telephones must contain no removable parts. The CONTRACTOR shall post calling rates near inmate telephone sets.

- h. The CONTRACTOR shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls ninety-nine and a nine tenths percent (99.9%) of the time. The CONTRACTOR shall provide a monthly report showing the ITS call completion percentage per inmate telephone station.
- i. After the dialing sequence and completion of the inmate voice verification, the inmate shall be put on-hold. The inmate shall be permitted to monitor the call progress but shall not be allowed to communicate with the called party, until the call is positively accepted.
- j. The CONTRACTOR shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. All inmate telephones installed must have the ability to be "amplified" or include volume controls to be set by the inmates. The CONTRACTOR shall accept the COUNTY'S decision regarding whether the reception quality meets industry quality standards.
- k. Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, voicemail, mobile telephones, operator intercepts, quick disconnects, no voice from called party, etc.
- l. The ITS shall process calls on a selective multi-lingual basis and have capabilities for English, Spanish, Hmong and Russian. The inmate must be able to select the preferred language utilizing a simple code. During the call set up process, the ITS shall provide a pre-recorded announcement identifying:
 - 1) That the call is coming from a correctional Facility;
 - 2) The call is coming from a specific inmate; and
 - 3) That the call "may be monitored and recorded."

2. The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. The CONTRACTOR must assume all responsibility for fraud.
3. The ITS shall provide a recording at the beginning of all collect calls clearly identifying the call as a collect call to the called party. This recording must be free of any toll charges.
4. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
5. The ITS shall be able to accommodate either of the following options for recording and playback of an inmate's name to the called party:
 - a. The inmate may record a name each time a call is placed. The COUNTY requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - b. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts.
6. Written dialing instructions in English, Spanish, Hmong and Russian must be permanently and prominently displayed on or near each inmate telephone.
7. The CONTRACTOR shall subscribe to the LEC Line Information Screening Data Base (LIDB). The CONTRACTOR shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The CONTRACTOR must assume all responsibilities for the cost and the accuracy of validation.
8. The ITS shall provide a recording back to the inmate which details why a call was not completed. The COUNTY reserves the right to request that the CONTRACTOR modify/revise the recordings at any time during the Contract at no cost to the COUNTY and within thirty (30) days of the request.
9. The ITS shall have the capability to allow a designated number of free, local telephone calls per inmate. The COUNTY requires that the ITS allow free local calls from each of the intake/booking inmate telephones.

10. The ITS shall be capable of allowing free local calls with speed dials for certain numbers such as the Public Defender, Crime Stoppers, etc.
11. The CONTRACTOR'S ITS shall have the capability to be configured to allow the inmate to remain muted while being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.)
12. The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by the COUNTY.
13. The CONTRACTOR'S ITS must be able to recognize rotary telephones to ensure completion of all calls.
14. The ITS user application shall allow the COUNTY to query the CDRs for inmate activities and calling patterns.
15. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - a. Inmate Name (First, Last);
 - b. Inmate Personal Identification Number;
 - c. Record Identifier;
 - d. Date Range (Start Date/Time and End Date/Tim);
 - e. Facilities;
 - f. Called Number;
 - g. Originating Number;
 - h. Station Port;
 - i. Station Name;
 - j. Call Type;
 - k. Bill Type;
 - l. Duration (minimum and maximum);
 - m. Call Amount;
 - n. Flagged Calls;
 - o. Monitored Calls;
 - p. Recording Type;
 - q. Completion Type;
 - r. Termination Type;
 - s. Validation Result;
 - t. Pre-Paid Card ID Number;
 - u. Phone Group(s);
 - v. Visitation Phone(s); and
 - w. Custom Search.
16. The ITS user application shall allow CDR query results to be exported in a format selected by the COUNTY (.csv, PDF, Microsoft Excel 2003 or greater, etc.).

17. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:

- a. Call Statistics by Date Range;
- b. Frequently Called Numbers;
- c. Frequently Used Personal Identification Numbers;
- d. Commonly Called Number;
- e. Call Detail Report;
- f. Gross Revenue Report by Date Range;
- g. Facility Totals and Statistics;
- h. Called Party/Number Accepting Report;
- i. Fraud/Velocity Report;
- j. Total Calls;
- k. Calling List (PAN) Report;
- l. Pre-Paid Card Report;
- m. Debit Usage Report;
- n. Debit Balance and Funding Report;
- o. Pre-Paid Card Balance Report;
- p. Bill and Call Type Distribution;
- q. Phone Usage;
- r. Reverse Look-Up;
- s. User Audit Trail; and
- t. Voice Verification.

18. ITS reports that can be provided or sorted by any or all of the following criteria:

- a. Call detail report;
- b. Amount charged per call;
- c. Gross revenue;
- d. Daily statistics;
- e. Monthly statistics;
- f. Called party/number accepting report;
- g. Fraud/velocity report;
- h. Separate facility totals and statistics;
- i. All Facility totals and statistics;
- j. Total calls;
- k. Calls by date;
- l. Pre-paid card report;
- m. Debit usage report;
- n. Bill and call type distribution;
- o. Time of day;
- p. Length of a call; and
- q. Calls being denied by validation.

19. The ITS shall also provide the capability to customize reports in a form mutually agreed upon by the COUNTY and/or its Designated Agent and the CONTRACTOR.
20. The system platform CDRs shall be stored in a minimum of three (3) locations and/or centralized storage systems that have an N+1 redundancy, to avoid any possibility of call detail records being lost.
21. The ITS shall store all call detail records, including all attempted and completed calls at the Facilities for the life of the Agreement. The COUNTY shall have access to all call detail records from all workstations and remote access computers, based on the user's access level.
22. Within 120 days of the date the Agreement is executed by both parties, the CONTRACTOR shall provide the COUNTY with the capability to search and query end-user pre-paid account information for investigative purposes to the extent the CONTRACTOR is legally allowed to provide certain information. The COUNTY shall also be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
23. The ITS shall have the capability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone port. Remote diagnostic tests shall be, at a minimum, run one time each day on each telephone. The CONTRACTOR shall provide a report each day for all remote diagnostics performed to the ITS exhibiting the problem and resolution.
24. The CONTRACTOR shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD).
 - a. The CONTRACTOR shall provide the number of TDD telephones as specified in Exhibit A, Section W.
 - b. TDD telephones shall be compatible with the ITS and work on any inmate telephone at the Facilities. CONTRACTOR shall provide dedicated ports on the ITS for the purpose of TDD calls. COUNTY reserves the right to revise the TDD configuration at any time.

- c. TDD calls shall be subject to call control configuration in the ITS and shall be recorded and monitored. At a minimum, each TDD call shall be converted to text and attached to the call recording within the ITS and shall be retrievable via the ITS user application.
 - d. TTY to TTY calls shall be rated by CONTRACTOR based on the calling rates specified in Exhibit C.
 - e. TTY calls through the California Relay Service shall be processed through a speed dial, at no cost to the inmate or called party.
25. The ITS shall offer the called party an option to receive a rate quote during the call set-up process. The ITS must repeat the options to the called party a minimum of two (2) times during the initial call process.
26. The ITS shall be capable of accommodating pro bono calls to Consulates for all countries which may be required for ICE detainees and foreign nationals. This option, when requested by the COUNTY, shall be provided at no cost to the COUNTY.
27. The CONTRACTOR shall have the capability to establish an informant line. Calls to the informant line shall be free, provided at no cost to the COUNTY and shall be routed via the ITS to a destination designated by the COUNTY.
28. The CONTRACTOR shall work with the COUNTY on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. The PREA line shall be set up at no cost to the COUNTY. At a minimum, the CONTRACTOR shall:
- a. Route free calls via the ITS to a destination provided and designated by the COUNTY, which destination may be the same as that used for the Facilities' informant line.
 - b. Provide a telephone line at no cost to the COUNTY dedicated for the PREA calls to which the calls will be routed as free.
29. At the COUNTY'S discretion, the ITS shall have the capability of allowing free, recorded calls to the Correctional Health Services advice nurses to facilitate the triage of medical complaints for nurse's sick call at each facility. The CONTRACTOR shall designate a speed dial for the Correctional Health Services number and inmates shall have the capability of dialing this number from any inmate telephone located within the facilities. The CONTRACTOR shall be prepared to accommodate telephone spacing needs as requested by the COUNTY to ensure compliance with confidentiality concerns regarding access to health

services. The COUNTY shall provide the CONTRACTOR with the location of the inmate telephones which shall be relocated for spacing reasons.

30. The pre-paid and/or debit application shall work with the ITS provided.
 - a. The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
 - b. The ITS shall allow international calls using the pre-paid and/or debit application.
 - c. The pre-paid and/or debit application shall have the capability to terminate a debit account and refund monies to the inmate or end user.
 - d. The debit application shall have the capability to interface with the COUNTY'S commissary system for ease of transferring money from the inmate's trust fund/commissary account to the ITS. It is the CONTRACTOR'S responsibility to create and establish the interface with ARAMARK for the initial installation. The COUNTY shall not be responsible for paying any amounts associated with the required interface.

H. ITS Security, Control and Investigative Features

1. The ITS shall provide as a minimum the following security, control and investigative features:
 - a. The ITS shall prohibit direct-dialed or incoming calls of any type.
 - b. The ITS shall deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers/services. Allow the blocking of specific telephone number such as victims, witnesses, judges, and the COUNTY staff.
 - c. The ITS shall prohibit access to a live operator for any type of call.
 - d. The ITS shall prohibit access to "411" information service.
 - e. The ITS must be able to be shut down quickly and selectively. The COUNTY must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
 - 1) At demarcation location,
 - 2) By central control (manual master cut-off for all phones),

- 3) By select housing units (manual cut-off switches in control stations for individual phones),
 - 4) Via workstation and/or remote access.
 - f. CONTRACTOR shall provide COUNTY with its initial and continuous voice biometric technology ("Paladin / Investigator Pro") at no cost to COUNTY. COUNTY shall be capable of running investigative reports and research voice verification failures / suspicious calls through the ITS user application.
 - 1) The CONTRACTOR must provide onsite assistance during the initial enrollment process.
 - g. CONTRACTOR'S ITS shall integrate with COUNTY'S analytical software at no cost to COUNTY.
2. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
 3. The ITS shall offer the option to record and monitor the visitation booths those Facilities that opt to record inmate calls or visitation sessions.
 4. The ITS shall prevent any inmate telephone from receiving any incoming calls. The CONTRACTOR shall work with the local exchange carriers (LECs) to ensure such control.
 5. The ITS shall display the toll free telephone number for the CONTRACTOR'S customer service center on the caller ID for all calls initiated from the Facilities.
 6. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions on a real time basis. All call recordings and visitation sessions shall be stored online for the life of the Agreement and stored offline indefinitely.
 7. The recording playback function must be able to split inmate side of conversation from called party side of conversation.
 8. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. The CONTRACTOR shall provide a list of the available pre-recorded announcements.

9. The ITS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately, including three-way calls initiated by cell phones. Three-way calls shall be flagged in the call detail records as "three-way call."
10. The ITS shall have the capability of answer detection.
11. The ITS shall be capable of denying certain telephone numbers from inmate dialing.
12. The CONTRACTOR shall provide the COUNTY with three (3) workstations at Main Jail and RCCC and one (1) workstation at YDF, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, printer and a licensed copy of Microsoft Office (or equivalent). In addition to the CONTRACTOR-provided workstations, and at the request of the COUNTY, the COUNTY shall provide remote access to the ITS at no cost to the COUNTY.
 - a. The provision of remote access shall allow the COUNTY the same features and functionalities, permitted by the user's level of access, available on a CONTRACTOR-provided workstation.
 - b. The CONTRACTOR provided workstations at the Facilities shall be of an approved make and model consistent with products currently distributed by the COUNTY. These workstations shall have modified Operating Systems, Group Policy and Anti-Virus installation consistent with the COUNTY requirements.
13. The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
14. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The required call time limit is specified in Exhibit A, Section W.
15. In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.
16. The COUNTY PIN application shall work with the ITS using all of the features and functionalities described herein.

- a. The ITS shall have the capability to interface with the COUNTY'S booking/jail management system (JMS) so that the inmate PINs will be automatically transferred, activated and deactivated in the ITS based on the inmate's custody status. The current JMS for the Sheriff's Department is Jail Information Management System (JIMS). The case management system for the Probation Department is Juvenile Probation Information Program (JPIP). It is the CONTRACTOR'S responsibility to identify the requirements necessary to interface with JIMS and JPIP to ensure the CONTRACTOR will be able to meet the auto-PIN requirement for the initial installation. The COUNTY shall not be responsible for paying any amounts associated with the required interface.
- b. The ITS shall be capable of interfacing with any JMS (current or future) as well as any other additional providers as selected and directed by the COUNTY. All interfaces shall be completed at no cost to the COUNTY.
- c. The ITS shall have the capability to assign and use Personal Identification Number (PIN) management. The PIN is the inmate's X-Ref number which is generated by the JMS.
- d. The ITS shall have the capability to provide collect, debit and pre-paid station-to-station calling utilizing a PIN.
- e. PINs shall be required for the booking phones.
- f. The ITS shall be capable, upon request by the COUNTY, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
 - 1) PANs per inmate or identifying number; and
 - 2) Calls by PIN or other identifying number.
- g. The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- h. The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- i. The ITS shall be capable of transferring inmate information (ex: PINs, PANs, etc.) from one Facility to another without requiring manual re-entry of the inmate's information.

- j. Once an inmate's account has been activated in the ITS, the inmate shall be allowed to place calls from any COUNTY Facility.
 - k. The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.
 - l. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent inmate telephone service provider.
 - m. The CONTRACTOR will provide alerts via Short Message Service (SMS), email and automated recording. The system will have notification capabilities to enable live listening via mobile device without inmate knowledge.
17. The CONTRACTOR'S application (a.k.a. user interface) shall at a minimum support:
- a. The creation and deactivation of user accounts;
 - b. The creation and deactivation of inmate accounts;
 - c. The creation and modification of telephone numbers in the ITS;
 - d. The modification of which phones may be used by an inmate;
 - e. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - f. The ability to retrieve call detail data for a single phone;
 - g. Reverse look-up from the CDRs including the name, address and aerial location for the called party;
 - h. The ability to retrieve the recording for a single call;
 - i. Block/unblock telephone numbers without the assistance of the CONTRACTOR; and,
 - j. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted PIN, or a call made from a restricted telephone.
18. The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
19. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly

designate non-recorded calls/visitation session within the ITS user application.

20. The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
21. All CDRs, including all attempted and completed calls and visitation sessions, shall be stored online for the life of the Agreement and shall be stored offline indefinitely.
22. The CONTRACTOR shall be responsible for supplying all backup storage media for the storage of call recordings at no cost to the COUNTY throughout the life of the Agreement and any renewal terms.
23. The CONTRACTOR shall pay the COUNTY liquidated damages in the amount of five hundred dollars (\$500.00) per each instance wherein the COUNTY suffers one or more lost, unrecoverable or un-useable recording(s). The COUNTY agrees to notify the CONTRACTOR of such instances and provide up to seven (7) days per instance for CONTRACTOR to produce the call recordings. The CONTRACTOR shall be notified of the total amount due via written notice from the COUNTY. The COUNTY will invoice the CONTRACTOR and payment shall be due within thirty (30) days of the CONTRACTOR'S receipt of invoice.
24. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions. The ITS shall have the capability to speed up or slow down a call recording.
25. The monitoring and recording of calls shall be selectively programmable by one or all of the following:
 - a. Housing Unit;
 - b. Start and Stop Time and Date of Call;
 - c. Called Number; and
 - d. PIN.
26. The ITS shall be capable of showing real time call activity on a workstation. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
27. Live monitoring shall allow the COUNTY to view, at a minimum, the following information in chronological order. COUNTY shall be able to pause a live call recording and resume playback (at the point of pause).
 - a. Call Start Time;

- b. Facilities;
 - c. Phone Location Name;
 - d. Inmate Name;
 - e. Inmate PIN;
 - f. Called Number;
 - g. Called City, State;
 - h. Call Type;
 - i. Bill Type;
 - j. Call Status;
 - k. Duration; and
 - l. Voice Verification.
28. The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
29. The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
30. The ITS shall provide the capability to copy the conversations onto a CD/DVD or other storage device in audio or MP3/data format with tamper free capabilities. To ensure copying of recordings did not alter the original call, the ITS shall include MD5 or SHA256 hashing values. The storage device shall be provided by the CONTRACTOR and located with the recording equipment in the area designated by the COUNTY. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and visual date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.
31. Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
32. CONTRACTOR shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
33. CONTRACTOR shall retain account set-up information for end-users receiving calls from the Facilities to include, at a minimum, the called

party's billing name, telephone number associated with the account and billing address. This information shall be stored for the duration of the Agreement and for four (4) years after expiration/termination of the Agreement for purposes of aiding investigations.

I. ITS Equipment

1. All telephone equipment provided shall be new and completely operational at the time of the initial installation.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All telephone instruments shall be line powered and have Universal Power Supply (UPS) back-up power to ensure there is no loss of recordings or real time call data in the event of a power failure. The UPS shall have the ability to maintain complete ITS functionality for a minimum period of 45-minutes following the event of a power failure. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total ITS will be the responsibility of the successful CONTRACTOR and any and all costs will be borne by the successful CONTRACTOR.

J. ITS Upgrades and Performance Process

1. CONTRACTOR shall perform extensive testing on all system changes or upgrades prior to discussing with the COUNTY or its Designated Agent.
2. CONTRACTOR shall provide the COUNTY with written notice, including detailed information, of any new ITS software upgrades or features, within thirty (30) days of the introduction of the new software or features into the industry.
3. CONTRACTOR shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities. Any deviation from this process may result in liquidated damages incurred by the CONTRACTOR. Such liquidated damages will be equal to one thousand dollars (\$1,000.00) per occurrence. CONTRACTOR shall be notified of the total amount due via written notice from the COUNTY. The COUNTY will invoice the CONTRACTOR and payment shall be due within thirty (30) days of the CONTRACTOR'S receipt of invoice.
4. The CONTRACTOR shall perform extensive testing on all system changes or upgrades prior to introducing them to the COUNTY. At a minimum, this shall include the following:

- a. Extensive testing on a system identical to the ITS at the Facilities;
 - b. Network compatibility;
 - c. Circuit and interface testing;
 - d. Configuration / setting preservation testing;
 - e. Call processing; international calling; and
 - f. Debit/pre-paid card calling.
5. The CONTRACTOR shall receive written permission from the COUNTY, before scheduling or proceeding with any functionality changes to the ITS at the Facilities, especially if the changes will cause an interruption in service or access to the ITS.
 6. The CONTRACTOR shall provide the COUNTY with written details regarding any change to voice prompts or dialing procedures.
 7. The COUNTY, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facilities of any ITS changes that affect the inmates.
 8. The CONTRACTOR shall work with the Facilities to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. The CONTRACTOR shall coordinate a convenient time and day with the COUNTY to implement the changes or upgrades to the ITS to avoid an interruption in service.
 9. The CONTRACTOR shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls and ensure the ITS is functioning properly.
 10. All said changes shall be made by the CONTRACTOR at no cost to the COUNTY.

K. Additional Technology

1. The CONTRACTOR shall provide COUNTY with its Attendant technology at no cost to COUNTY. The Attendant shall provide automated information to the inmates and the general public (location, visitation hours, court dates, etc.) as approved by COUNTY.
2. COUNTY reserves the right to implement Vendor's electronic messaging service upon the completion of an amendment to this Agreement. In the event COUNTY implements electronic messaging, the rate and commission for electronic messaging are specified in Exhibit C.
3. COUNTY reserves the right to implement CONTRACTOR'S Locaid feature to assist with identifying the called party's physical location at the time an inmate telephone call from the Facilities is accepted.

CONTRACTOR shall notify COUNTY once the feature has completed beta testing and is available for deployment at COUNTY.

4. The CONTRACTOR shall be responsible for providing COUNTY with Jail Education Solutions tablets at no cost to COUNTY or its inmates for the purpose of inmate education. If so requested by COUNTY, the tablet solution shall be capable of integrating with other COUNTY technologies for other functions such as, inmate handbook uploads, inmate requests, medical requests, grievances and commissary ordering. All other applications shall be prohibited. The tablet solution shall be inclusive of the following:
 - a. The number of tablets and chargers specified in Section L below;
 - b. Wi-Fi network for Main Jail including but not limited to the number of hotspots specified in Section L below and all related cabling. The WiFi network, when fully built out at Main Jail and RCCC, shall be installed in a manner which allows for expansion of the tablet deployment as well as additional services requested by COUNTY. If so elected by COUNTY, the additional services shall utilize the same WiFi infrastructure but will be implemented at COUNTY'S expense.
 - c. Comprehensive learning management system and associated licenses;
 - d. All required labor, network, network management, wiring and related equipment.

5. COUNTY reserves the right to install CONTRACTOR-proposed booking and lobby kiosks at no cost to COUNTY.
 - a. The CONTRACTOR'S proposed services shall include but not be limited to: deposits into an inmate trust, commissary, pre-paid collect or debit account from the lobby kiosks using cash, credit or debit card. Should COUNTY choose to install lobby kiosks, the fee for deposits shall follow the approved fee structure detailed in Exhibit C.
 - b. The CONTRACTOR'S proposed service shall include, but not be limited to: deposits into an inmate's trust account using cash, coins, credit or debit card.
 - c.

L. Facility Specifications

Facility Specifications	Main Jail	RCCC	YDF
Average Daily Population (ADP)	2,103	2,120	225
Number of Beds	2,432	2,651	466
Average Number of Visitors per Day	220	53	60
Call Time Limit	20 minutes	20 minutes	15 minutes
Voicemail Time Limit	30 seconds	30 seconds	30 seconds
Visitation Time Limit	45 minutes	60 minutes	n/a
Inmate Telephones Required	330	244	37
Booths/Enclosures Required	0	32 (4 sets of 8)	0
Portable Carts	3	3	1
TDD Units Required	2	2	2
Visitation Phones (2 Phones Per Station)	76 Stations / 152 Handsets	117 Stations / 234 Handsets	5 Stations / 10 Handsets
Cord Length Requirements	Inmate Phones 18" Visitation Phones 24"	Inmate Phones 18" Visitation Phones 24"	Inmate Phones 18"
Workstations & Printers Required	3	3	1
Coin Pay Telephones Required	0	0	0
Booking Kiosk	2	1	0
Lobby Kiosk	2	1	0
Tablets	480	0	20
Hotspots for Tablets	26	0	0

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
INMATE CALLING SOLUTIONS, LLC hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting the CONTRACTOR'S indemnification, the CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require the CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

The CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that the CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR'S profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY LIABILITY

The minimum limits shall be not less than \$1,000,000 per claim or incident and \$1,000,000 aggregate. Coverage shall include but is not limited to:

- Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach
- Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract
- Administrative expenses for forensic expenses and legal services
- Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
- Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services

III. MINIMUM LIMITS OF INSURANCE

The CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.

F. CYBER LIABILITY: \$1,000,000 per claim or incident and \$1,000,000 aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by the CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

- I. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required.

VII. COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where

an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents. Any insurance or self-insurance maintained by the COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- D. SEVERABILITY OF INTEREST: The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should the CONTRACTOR be self-insured for workers' compensation, the CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with the CONTRACTOR or if any lawsuit is instituted against the CONTRACTOR, that arise out of or are in any way connected with the CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, the CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and INMATE CALLING SOLUTIONS, LLC
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO THE CONTRACTOR

COMMISSION RATE AND MINIMUM ANNUAL GUARANTEE (MAG):

Per the CONTRACTOR'S Best and Final and subsequent Agreement negotiations, the CONTRACTOR shall pay COUNTY a commission rate for the ITS applied on Gross Revenue as described in Exhibit A, Section G of the Agreement and based on the incremental Gross Revenue structure below. In the event the total monthly Gross Revenue exceeds \$350,000.00 for a period of 6 consecutive months, the CONTRACTOR and COUNTY shall mutually negotiate an increase in the ITS commission rate and MAG. Any changes to the commission and MAG will be documented in an Amendment to this Agreement.

Gross Revenue Increment	Commission Rate
\$0 - \$320,000.00	27%
\$320,000.01 - \$330,000.00	29%
\$330,000.01 - \$340,000.00	31%
\$340,000.01 - \$350,000.00	33%
\$350,000.01 and Above	35%

Per the CONTRACTOR'S Best and Final Offer and subsequent Agreement negotiations, the CONTRACTOR shall pay COUNTY a MAG in the amount of \$1,000,000.00 for each year of this Agreement. The CONTRACTOR shall provide a monthly report detailing the cumulative sum associated with the Gross Revenue generated by the ITS and monthly commission calculated at the commission rate specified herein. If the total commission paid to COUNTY for 12 consecutive months, beginning the first month the first call was placed via the ITS, is less than the MAG, the difference shall be due to COUNTY or its Designated Agent on or before the 15th day of the month following the 12th month of the applicable Agreement year. Any amounts due to COUNTY shall be calculated by adding the monthly commission paid to COUNTY for the traffic months of the current Agreement year and subtracting from the MAG.

If implemented and per the CONTRACTOR'S Best and Final Offer, the CONTRACTOR shall pay COUNTY a commission of \$0.20 per completed electronic message and \$0.05 per completed photo message.

If implemented and per the CONTRACTOR'S Best and Final Offer, CONTRACTOR

shall pay COUNTY 60% commission per completed voicemail message.

II. COMMISSION PAYMENTS:

All ITS commission payments will be forwarded to COUNTY or its Designated Agent, along with any required reports or other identifying information. Pursuant to Exhibit A, Section G, the CONTRACTOR shall provide commission payments and reporting to COUNTY and/or its Designated Agent no later than the fifteenth (15th) day following the month of traffic. COUNTY requires commission payments be sent via wire transfer and reports to be sent in electronic format. Please refer to Exhibit A, Section G for requirements of traffic detail reporting, commission discrepancies, late charges for reporting, provision of call detail records, billing files, miscellaneous fees/charges and formats for all required reports.

III. FINANCIAL INCENTIVE:

Per the CONTRACTOR'S Best and Final Offer and subsequent Agreement negotiations, the Financial Incentive shall be Five Million Dollars (\$5,000,000.00).

The Financial Incentive includes a \$1,000,000.00 technology grant reserve which shall be retained by CONTRACTOR towards the purchase of video visitation solution for COUNTY and until requested by COUNTY. In the event the final cost associated with the COUNTY'S chosen video visitation solution is less than \$1,000,000.00, the difference between shall be remitted to COUNTY for its Inmate Welfare Fund. In the event COUNTY does not implement VVS and subsequently the \$1,000,000.00 is not utilized to acquire a VVS prior to the termination or expiration of the Agreement, CONTRACTOR shall issue the \$1,000,000.00 technology grant reserve to COUNTY or its Designated Agent.

CONTRACTOR shall issue the remaining, upfront Financial Incentive to COUNTY or its Designated Agent within ten (10) days of the execution date of this Agreement.

APPROVED RATES AND FEES:

Inmate Telephone Service

Call Type	COLLECT	PRE-PAID/DEBIT
	Per Minute Rate	Per Minute Rate
Local	\$0.25	\$0.21
Intralata/Intrastate	\$0.25	\$0.21
Interlata/Intrastate	\$0.25	\$0.21
Interlata/Interstate	\$0.25	\$0.21
Domestic International	\$0.25	\$0.21
International	n/a	\$0.50

Additional Technologies

Technology	Limit	Fee(s)	Commission Offer
Electronic Message	6,000 Characters	\$0.50	\$0.20 per message \$0.05 per photo
Voicemail	30-Seconds	\$1.00	60%
Continuous Voice Biometrics	Not Applicable	\$0.00	Not Applicable

Fees

Pre-Paid Collect Fee – Amount imposed on called parties who set-up / fund a pre-paid collect account with the CONTRACTOR to accept calls from the Facilities utilizing a credit card or debit card through the CONTRACTOR'S call center, kiosk, website or a third-party.

Charge/Fee Name	Amount
Commissary, Debit or Inmate Trust Funding via Lobby Kiosk:	\$3.00
Pre-Paid Collect Funding Fee via IVR, Web or Lobby Kiosk:	\$3.00
Pre-Paid Collect Funding Fee via Live Representative:	\$5.95
Pre-Paid Collect Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Collect Funding Fee via Third Party (i.e. MoneyGram, Western Union, and etc.) - No Mark-Up	\$5.50
All Other Fees	\$0.00

All other fees are prohibited.