

LAKE COUNTY SHERIFF'S OFFICE
INMATE TELEPHONE AND VIDEO VISITATION SERVICE AGREEMENT

Inmate Calling Solutions, LLC d/b/a ICSolutions, with its principal place of business located at 2200 Danbury Street, San Antonio, Texas, 78217 ("Vendor") and the County of Lake, a political subdivision of the State of California ("County"), on behalf of the Lake County Sheriff's Office, with its principal place of business at 1220 Martin Street, PO Box 489, Lakeport, California, 95453 hereby agree to execute this Inmate Telephone Service Agreement ("Agreement"), effective October 1, 2017 ("Effective Date").

1. AGREEMENT

- 1.1. County grants Vendor the exclusive right and privilege to install and operate all inmate and visitation telephones and related equipment at County's Facility detailed in Attachment B – Facility Specifications ("Facility"). Vendor shall, at no cost to County, provide all inside wiring for the inmate and visitation telephones and install the inmate and visitation telephones and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and /or international collect, pre-paid, debit and free calls and standard visitation sessions from the Facility pursuant to the terms set forth herein.
- 1.2. Additionally, Vendor shall furnish, install and maintain a Video Visitation System (VVS) at the Facility specified in Attachment B – Facility Specifications and at no cost to County. Vendor's VVS shall be capable of automating all scheduling for video visits as well as completing onsite and remote video visits between inmates at the Facility and the general public, including professional visits such as attorneys. Vendor shall, at no cost to County, provide all inside wiring for the VVS, install the inmate video visitation stations, and the related hardware and software specifically identified herein or otherwise required, to enable the general public (including attorneys) to automatically schedule video visits with inmates at the Facility as well as to enable inmates at the Facility to complete video visits as approved by County.

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of 3 years with an expiration date of September 30, 2020 ("Initial Term"). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for 2 additional 1 year terms or on a month to month basis (not to exceed 12 months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. VENDOR RESPONSIBILITIES

- 3.1. Vendor shall agree to all terms and conditions set forth in this Agreement, and Vendor shall agree to the specifications, including, but not limited to, the features and functionalities of the Inmate Telephone System (ITS) and VVS listed in Attachment A – ITS/VVS Features and Functionalities. If County designates an agent to act on County's behalf ("Designated Agent"), Vendor shall follow County's direction in working with such Designated Agent.

4. COMPENSATION

- 4.1. Vendor shall pay County 50.1% revenue share on all Gross Revenue generated by and through the ITS and 50% revenue share on all Gross Revenue generated by and through the VVS and voicemail messaging services. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, costs, charges, per minute

fees, per voicemail message fees, per visit fees, and any additional fees and/or charges generated by the completion of all calls, voicemail messages, and video visits (including any combination of free, collect, debit and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls and any combination of free, onsite and remote video visits), additional fees and/or charges added to the total cost of a call, voicemail message, and/or scheduled visit or added to the end-user's bill/account statement or any other compensation received by Vendor.

- 4.2. Vendor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, bad debt, uncollectible transactions, fraudulent transactions, or any other Vendor expense.
- 4.3. Any additional charges/fees to be added to the end-user's bill/account statement or paid by the inmate or end-user (including those associated with establishing/funding pre-paid accounts) for inmate telephone calls, voicemail messages and/or video visits from the Facility must be approved by County prior to implementation. County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 4.4. Any charges/fees added to the end-user's bill/account statement or paid by the inmate or end-user without the express written consent of County shall incur a fine of \$500.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - 4.4.1. County shall notify Vendor of any unapproved additional fees and/or charges of which County becomes aware and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to County within 30 days.
 - 4.4.2. Should County and Vendor mutually agree that the charges/fees will remain, County and Vendor shall mutually agree on an adjustment to the compensation structure.
 - 4.4.3. Should County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each inmate or end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 4.5. Complimentary calls associated with Vendor's pre-paid program shall be free, shall be limited to 1, 60-second call per unique telephone number, and shall not be eligible for revenue share to County. Complimentary calls shall be designated as "Admin Setup" in the Call Detail Records (CDRs).
- 4.6. Should a material change in the rules or policies of the Federal Communications Commission (FCC) or local, state or other federal regulatory body applicable to inmate telephone services occur following the execution of the Agreement, which change affects (a) the inmate telephone service rates and/or fees permitted to be charged by the Vendor to inmates under the Agreement; (b) the right of County to recover its inmate telephone service costs; or (c) the ability of Vendor to pay to County revenue share, fees, cost reimbursement payments or other inmate telephone services cost recovery mechanisms, then, at County's request, Vendor and County will negotiate in good faith an amendment to the Agreement reasonably acceptable to County that enables County to fully recover its inmate telephone service costs in a manner compliant with the change in the inmate telephone service rules or policies of the FCC, local, state or other regulatory agency. If Vendor and County are unable to mutually agree on such an Agreement amendment within 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 inmate telephone service provider.
- 4.7. Notwithstanding the foregoing, Gross Revenue does not include the following items.
 - 4.7.1. Pre-Paid Funding Fees. Pre-Paid Funding Fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account with Vendor (directly or through a third party) to accept calls, record voicemail messages or schedule video visits. Pre-Paid Funding Fees shall not be applied on an individual call or visit basis. All Pre-Paid Funding Fees must meet FCC requirements, must be approved by County and are subject to the penalty defined above if not approved by County in advance. The amount of the Pre-Paid Funding Fees approved by County are specified in [Attachment C – Rates and Fees.](#)

- 4.7.2. Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 4.8. A "Free" transaction shall be defined as a call or video visit not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Vendor and shall not be eligible for revenue share to County. Video visits to visitors that appear on the free visitation list supplied by County or from a video visitation station approved by County to process free video visits shall not generate revenue or compensation for Vendor and shall not be eligible for revenue share to County. Only those numbers and visitors designated by County on the free call and video visitation list and inmate telephones and video visitation stations approved by County to process free calls and/or video visits shall be marked as "Free" in the ITS and VVS and designated as such in the call or video visitation detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free transaction, such revenue shall be included in Gross Revenue and eligible for revenue share to County.
- 4.8.1. In the event Vendor completes unauthorized free transactions, Vendor shall incur a fine of \$3.00 for each transaction. County shall provide Vendor with an invoice for the total fine due for the unauthorized free transactions, for which Vendor shall remit payment to County within 30 days.
- 4.9. A call shall be deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user, 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 eligible for revenue share regardless if Vendor can bill, charge or collect revenue on the call.
- 4.10. A video visit shall be deemed complete and considered part of Gross Revenue (as defined above) when the visit has been scheduled and the end-user logs in to initiate the connection between the inmate and end-user for all remote video visits, except those types that are expressly designated by Customer as "Free" such as, but not limited to, court, medical or consulate video visits. The video visits shall be deemed complete and eligible for revenue share regardless if ITSP can charge or collect revenue on the visit.
- 4.11. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid calls and any other transactions or services provided.
- 4.11.1. Vendor may, upon request from County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.
- 4.12. It is expressly understood that County is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Vendor's services.
- 4.13. Revenue share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue share shall be due to County in the traffic month that County placed the pre-paid card order and payable under **Section 7 – Payment and Reporting**.
- 4.13.1. Vendor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
- 4.13.2. Should County cancel the pre-paid card services at the Facility, Vendor shall deactivate and refund to 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.

- 4.14. Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase and is payable under [Section 7 – Payment and Reporting](#).
- 4.14.1. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 4.14.2. In the case where County elects to implement Vendor's Call Center Debit product (funding from the general public into an inmate debit account), Vendor shall not invoice County for the general public transactions and revenue share is payable under [Section 7 – Payment and Reporting](#).
- 4.15. Vendor shall impose a monthly collect threshold of \$100.00 per unique telephone number. The monthly collect call threshold shall reset every 30 days. Any changes to the monthly collect call threshold must first be approved by County.

5. ITS MINIMUM ANNUAL GUARANTEE

- 5.1. Vendor agrees to pay County a Minimum Annual Guarantee (MAG) in the amount of \$100,000.00 for each 12-month period of the Agreement for the ITS and any renewal terms, effective on the first day of call processing under this Agreement ("Anniversary Date").
- 5.1.1. Vendor shall pay monthly revenue share based on Gross Revenue (as defined in [Section 4 – Compensation](#)) for the prior traffic month. If the total revenue share paid to County on Gross Revenue for any 12-month period is less than the MAG, Vendor shall remit to County the difference on or before the 25th day of the month following the Anniversary Date of each year. If the total revenue share paid to County on Gross Revenue for any 12-month period is greater than the MAG, no additional payment is due to County and no refund is due to Vendor.
- 5.1.1.1. The MAG shall be prorated for any applicable partial year periods. Any amounts due to County under the MAG shall be calculated at the end of the partial year period by adding the total revenue share paid to County on Gross Revenue for the partial year period and subtracting this total from the prorated MAG.

6. RATE REQUIREMENTS

- 6.1. Both parties have mutually agreed upon the calling rates, video visit charges and fees for all inmate telephone calls and video visits ("Rates") as detailed in [Attachment C – Rates and Fees](#). Rates shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the end-user or inmate, excluding taxes and regulatory charges. Any and all charges and/or fees for all local, long distance, pre-paid or debit calls and remote video visits are identified in [Attachment C – Rates and Fees](#); government agency mandated fees such as taxes and state and federal universal service fund assessments are not detailed in this Agreement.
- 6.1.1. Vendor shall rate all calls to U.S. Territories including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. The calling rates for both Domestic International and International are specified in [Attachment C – Rates and Fees](#).
- 6.2. Before any new increases or decreases in Rates are implemented, Vendor must submit a written request to receive approval from County. County will respond in writing to Vendor's request.
- 6.2.1. If Vendor decreases the Rates without the written approval of County, Vendor shall be responsible for paying revenue share on the Gross Revenue calculated by applying the Rates prior to the unapproved change.
- 6.2.2. If Vendor increases the Rates without the express written approval of County, Vendor shall be responsible for paying revenue share on the Gross Revenue calculated by applying the increased Rates. Vendor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue share paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to County as concession. The payment amount shall be in

the amount of Vendor's portion of the excess Gross Revenue generated from the overbilled calls and/or video visits.

- 6.3. Rate adjustments requested by County shall be implemented by Vendor within 10 calendar days of receiving County's written request, subject to regulatory approval.
- 6.4. Vendor's ITS shall accommodate multiple Rate structures based on the types of inmates housed at the Facility. The ITS shall assign Rates based on the group of inmate telephones on a Facility basis.
- 6.5. Vendor 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 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 Rates are applied.
- 6.6. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

7. PAYMENT AND REPORTING

- 7.1. Vendor shall provide monthly revenue share payments and traffic detail reports inclusive of but not limited to all calls generated through the ITS, voicemail messaging and any additional contracted services generated through the ITS, and video visits generated through the VVS to County on or before the 25th day of the month following the traffic month. Revenue share payments shall be sent via wire transfer and traffic detail reports shall be sent electronically in an exploitable format to County or its Designated Agent.
- 7.2. ITS traffic detail reports, in Comma Separated Values (CSV) format shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls and for each inmate telephone at the Facility. This requirement is applicable for any ITS equipment and/or feature(s) that may be installed by Vendor. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, pre-paid and debit:
 - 7.2.1. Facility Name;
 - 7.2.2. Facility Identification Number/Site Identification Number;
 - 7.2.3. Facility Address (Street, City, State and Zip);
 - 7.2.4. Automatic Number Identifier;
 - 7.2.5. Inmate Telephone Station Port/Identifier;
 - 7.2.6. Inmate Telephone Location Name;
 - 7.2.7. Local Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.8. Intralata/Intrastate Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.9. Interlata/Intrastate Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.10. Intralata/Interstate Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.11. Interlata/Interstate Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.12. International Calls, Minutes, and Gross Revenue (Per Inmate Telephone);
 - 7.2.13. Revenue Share Rate (%);
 - 7.2.14. Total Calls, Minutes, Revenue and Revenue Share Amount (Per Inmate Telephone); and
 - 7.2.15. Traffic Period and Dates.
- 7.3. Vendor 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, revenue share rate and revenue share total.
- 7.4. Within 90 days of the Effective Date of this Agreement, Vendor shall provide daily system platform raw CDRs to County. While development for providing daily system platform CDRs is being completed, Vendor shall provide monthly system platform raw CDRs in accordance with current practices; Vendor shall provide monthly billing files and miscellaneous charges/fees reports to County no later than the 25th day of the month following the month of traffic.

- 7.5. The ITS billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the end-user. The ITS billing files shall be accompanied by a complete file map and complete field legend. The ITS billing files shall include, without limitation, the following fields:
- 7.5.1. Record ID;
 - 7.5.2. Facility Name;
 - 7.5.3. Facility ID;
 - 7.5.4. From ANI;
 - 7.5.5. To ANI;
 - 7.5.6. Batch Number/ID;
 - 7.5.7. Seconds;
 - 7.5.8. Revenue Period;
 - 7.5.9. Date (yymmdd);
 - 7.5.10. Connect Time (hhmmss);
 - 7.5.11. Billable Time (hhmmss);
 - 7.5.12. Multiple Rate Indicator;
 - 7.5.13. Personal Identification Number Digits;
 - 7.5.14. Originating City;
 - 7.5.15. Originating State;
 - 7.5.16. Bill City;
 - 7.5.17. Bill State;
 - 7.5.18. Rounded Bill Time Indicator;
 - 7.5.19. Bill Number;
 - 7.5.20. LATA ID;
 - 7.5.21. Settlement Code;
 - 7.5.22. Message Type;
 - 7.5.23. Charge Amount;
 - 7.5.24. Additional Fees and Line Surcharges;
 - 7.5.25. Specialized Calling Indicator;
 - 7.5.26. Validation Indicator;
 - 7.5.27. Tax Exempt Indicator;
 - 7.5.28. Rate Period; and
 - 7.5.29. Rate Class.
- 7.6. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facility 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:
- 7.6.1. Facility Name;
 - 7.6.2. Facility ID;
 - 7.6.3. From ANI;
 - 7.6.4. To ANI;
 - 7.6.5. Batch Number / ID;
 - 7.6.6. From City;
 - 7.6.7. From State;
 - 7.6.8. To City;
 - 7.6.9. To State;

- 7.6.10. Station ID;
 - 7.6.11. Phone Name or Location;
 - 7.6.12. Inmate ID;
 - 7.6.13. Personal Identification Number;
 - 7.6.14. Pre-Paid Card ID;
 - 7.6.15. Revenue Period;
 - 7.6.16. Call Start (yymmdd; mmss);
 - 7.6.17. Call End (yymmdd; mmss);
 - 7.6.18. Seconds;
 - 7.6.19. Call Type (e.g. local, etc.);
 - 7.6.20. Bill Type (e.g. free, collect, etc.);
 - 7.6.21. Cost;
 - 7.6.22. Tax;
 - 7.6.23. Validation Result;
 - 7.6.24. Termination Reason;
 - 7.6.25. LIDB Status; and
 - 7.6.26. Completion Indicator.
- 7.7. The miscellaneous charges/fees report shall include a breakdown of all charges and fees applied to (without limitation) calls, video visits and accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to: pre-paid funding fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s) scheduling fee(s), etc. regardless of whether the charge/fee was assessed directly by Vendor or a third party. The miscellaneous charges/fees report shall contain, without limitation, the following information:
- 7.7.1. Agency ID;
 - 7.7.2. Date;
 - 7.7.3. From ANI;
 - 7.7.4. To ANI;
 - 7.7.5. Billed ANI;
 - 7.7.6. Bill Type;
 - 7.7.7. Transaction Type;
 - 7.7.8. Fee Type; and
 - 7.7.9. Fee Amount.
- 7.8. The inmate telephone system CDRs and voicemail message records shall be stored in a minimum of 3 geographically separate locations to avoid any possibility of CDRs and voicemail message records being lost.
- 7.9. Traffic detail report(s) for voicemail messaging via the ITS, in CSV format, shall include a detailed breakdown of all the voicemail messages activity, including but not limited to, voice messages. Traffic detail shall include, at a minimum, each of the following items:
- 7.9.1. Facility Name;
 - 7.9.2. Facility Identification Number/Site Identification Number;
 - 7.9.3. Revenue Reporting Period Dates;
 - 7.9.4. Gross Revenue;
 - 7.9.5. Revenue Share Percentage Rate;
 - 7.9.6. Total Revenue Share Amount; and
 - 7.9.7. Total Number of Voicemail Messages.
- 7.10. Traffic detail report(s) for the VVS, in CSV format, shall include a detailed breakdown of all video visits for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by Vendor. Traffic detail shall include, at a minimum, each of the following items for each video visitation station:

- 7.10.1. Facility Name;
 - 7.10.2. Facility Identification Number/Site Identification Number;
 - 7.10.3. Revenue Reporting Period;
 - 7.10.4. Video Visitation Station ID;
 - 7.10.5. Video Visitation Station Location Name;
 - 7.10.6. Total Number of Remote Visits (Per Inmate Video Visitation Station)
(to be provided within 90 days of the Effective Date of this Agreement);
 - 7.10.7. Total Duration of Remote Visits (Per Inmate Video Visitation Station);
 - 7.10.8. Total Gross Revenue for Remote Visits (Per Inmate Video Visitation Station);
 - 7.10.9. Revenue Share Rate (%); and
 - 7.10.10. Total Revenue Share Amount.
- 7.11. Revenue share discrepancies must be resolved by Vendor, and to County's reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from County or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of this Agreement at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.
- 7.12. Payments, ITS, voicemail message and VVS traffic detail reports, ITS billing files, CDRs, miscellaneous charges/fees reports and/or reports not containing the required fields, received by County after the date specified in Section 7 – Payment and Reporting are subject to late charges and/or fines.
- 7.12.1. Late charges and/or fines for payments shall be equal to 5% per month of the revenue share due.
 - 7.12.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified above.
 - 7.12.3. If payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

8. GENERAL MAINTENANCE

- 8.1. Vendor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 8.2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request, ITS, and/or VVS failure. Vendor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. County shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
- 8.3. Vendor's service priority matrix and escalation contacts are provided in Attachment D – Service and Escalation Matrix.
- 8.4. Vendor shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request, ITS, and/or VVS failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$300.00 per day for each reported repair or replacement Vendor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Vendor. County shall submit an invoice to Vendor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Vendor shall remit payment of the invoice within 30 days. Additionally, County may cancel the Agreement with Vendor if Vendor has not cured a service problem within the Cure Period.
- 8.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS and/or VVS. Vendor will assume liability for any and all such damages.
 - 8.5.1. Should Vendor incur losses due to the misuse, destruction, damage, vandalism, etc. to the VVS and the inmate responsible for such losses is identified and charges are brought forth, Vendor shall be allowed to

seek restitution from the inmate for the Vendor's losses. The County will not be held responsible for any such losses.

- 8.6. All operation, maintenance and repair issues regarding the ITS and/or VVS service shall be reported by Vendor to County promptly.
- 8.7. Vendor shall perform a full preventative maintenance inspection bi-monthly at the Facility, or at any time as directed by County, to include, but not be limited to, the ITS and/or VVS, all inmate and visitation telephones and related equipment, and all video visitation stations and related equipment. The preventative maintenance inspection shall be performed by a qualified technician within 5 days of the request or as otherwise specified by County and shall be at no cost to County.
 - 8.7.1. Vendor shall document the preventative maintenance process. Within 5 business days of each preventative maintenance inspection, Vendor shall provide County a log detailing the inspection of the ITS and/or VVS, all inmate and visitation telephones and related equipment, and all video visitation stations and related equipment, all repairs and/or replacements of nonworking or damaged equipment or software, and any other work performed ("Repair Log"). The Repair Log shall include, but not be limited to, Date, Inmate Telephone Name or Location, Video Visitation Station Name or Location, Vendor Ticket Number, Work Performed, and Resolution Date.

9. WORKSTATIONS

- 9.1. Vendor shall provide County with the quantity of workstations required by County as outlined in Attachment B – Facility Specifications, working real-time with the ITS and VVS, for such monitoring, recording and reporting. Each workstation shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Vendor-provided workstation(s), and at the request of County, Vendor shall provide remote access to the ITS and VVS at no cost to County.
 - 9.1.1. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on Vendor-provided workstation.
 - 9.1.2. For the term of the Agreement, County shall have access to all CDRs and video visitation detail records from all workstations and remote access computers, based on the user's access level.
 - 9.1.3. Vendor shall provide and install a minimum of two monitors for monitoring video visits from central control, general public visitation areas or as otherwise specified by County; each monitor shall be flat-screen high definition (HD) capable with 1080p resolution or greater and 30" screen size class or larger.
 - 9.1.4. Vendor shall configure the provided workstations and/or televisions to reside on Vendor's network.

10. SECURITY

- 10.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility. All Vendor employees will comply with County's policies and procedures. Entry to the Facility is subject to the approval of the Sheriff's Office Administration.

11. TRAINING

- 11.1. Vendor shall provide onsite training to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.
- 11.2. When requested by County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS and/or VVS.
- 11.3. Vendor will also provide full documentation for all of the ITS and VVS features.

12. RECONCILIATION

- 12.1. From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business days written notice, County shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to the Agreement.
- 12.2. County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, for calls, video visits and all other additional services detailing the Gross Revenues from which revenue share can be determined. The records shall include all CDRs, visitation (standard and video) transaction detail, EMI billing files, miscellaneous charges/fees, pre-paid card sales and associated invoices, debit usage reports and associated invoices and revenue share reports during the term of the Agreement.
- 12.3. County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of County's sole choice.

13. VENDOR RETENTION OF ACCOUNT INFORMATION

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

14. ASSIGNMENT AND MERGERS/ACQUISITION

- 14.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days' advance written notification to County and then only upon Vendor's receipt of County's written consent.
- 14.2. Upon receipt of County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon County's written notice thereof to Vendor (1) to any affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 14.3. If Vendor merges or is acquired by another entity, the following documents must be submitted to County:
 - 14.3.1. Corporate resolutions prepared by Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 14.3.2. New Federal Identification Number (FEIN) if applicable; and
 - 14.3.3. Other documentation requested by County.
- 14.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

15. INDEPENDENT CONTRACTOR

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

16. TERMINATION/DEFAULT

- 16.1. In the event Vendor fails to perform any terms or conditions of the Agreement, County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in [Section 17 – Transition](#).

- 16.2. County may terminate the Agreement at any time, in whole or in part based on the services offered, without penalty, upon Vendor's receipt of 90 days written notice. Upon termination, Vendor shall follow the transition requirements outlined in **Section 17 – Transition.**

17. TRANSITION

- 17.1. For the initial installation, Vendor will work with County and the incumbent inmate telephone service provider(s) to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 17.2. Upon expiration, termination, or cancellation of the Agreement or in the event County exercises its right to terminate the Agreement in part based on the services offered, Vendor shall accept the direction of County to ensure inmate telephone services and/or video visitation services are smoothly transitioned. At a minimum, the following shall apply:
- 17.2.1. Vendor acknowledges that the CDRs, call and visitation recordings, video visitation traffic and recordings, documentation, reports, data, etc. contained in the ITS and VVS are the property of County. County acknowledges the ITS and VVS hardware and software are the property of Vendor.
- 17.2.2. The CDRs, call and visitation recordings, video visitation traffic and recordings, documentation, reports, data, etc. for each Facility shall be provided to County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to County within 15 days following the expiration and/or cancellation of the Agreement or within 15 days following the last day inmate telephone and/or video visitation services are provided by Vendor, whichever occurs sooner. Vendor shall accept County's reasonable decision whether the solution provided is acceptable.
- 17.2.3. As an alternative and at no cost to County, after expiration, termination, or cancellation of the Agreement, in whole or in part based on the services offered, Vendor shall allow County access to all call recordings, video visitation recordings, documentation, reports, data, etc. contained in the ITS and VVS through a web based application. Vendor shall provide such access to County within 7 days following the expiration, termination and/or cancellation of the Agreement or within 7 days following the last day inmate telephone and/or video visitation services are provided by Vendor, whichever occurs sooner. Vendor shall accept County's decision whether the access provided is acceptable.
- 17.2.4. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date(s) specified by County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. In the event County exercises its right to terminate the Agreement in part based on the services offered, an amendment to the Agreement shall be created by County to reflect the modification in the services provided. Revenue share will be due and payable by Vendor to County at the percentage provided in the Agreement until collect, debit, pre-paid calls and/or video visits are no longer handled by Vendor.
- 17.3. Vendor agrees to remove its equipment at the conclusion of the Agreement or as otherwise specified by County in a manner that will allow the reuse of wiring/cablings associated with the ITS and VVS.

18. UPGRADES AND PERFORMANCE PROCESS

- 18.1. Vendor shall provide County with written notice, including detailed information, of any new ITS and/or VVS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
- 18.2. Vendor shall adhere to the following performance process when upgrading the ITS and VVS, software, equipment, or performing any changes to the ITS and/or VVS at the Facility. Any deviation from this process may result in liquidated damages incurred by Vendor. Such liquidated damages will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 18.3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to County. At a minimum, this shall include the following:

- 18.3.1. Extensive testing on a system identical to the ITS and/or VVS at the Facility;
- 18.3.2. Circuit testing;
- 18.3.3. Extensive software testing;
- 18.3.4. Configuration / setting preservation testing;
- 18.3.5. Call and/or visitation processing;
- 18.3.6. Interface continuity;
- 18.3.7. Remote access; and
- 18.3.8. Debit/pre-paid card calling.
- 18.4. Vendor shall receive written permission from County, before scheduling or proceeding with any functionality changes to the ITS and/or VVS at the Facility, especially if the changes will cause an interruption in service.
- 18.5. Vendor shall provide County with written details regarding any change to voice prompts or dialing procedures.
- 18.6. County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility of any ITS and/or VVS changes that affect the inmates.
- 18.7. Vendor shall work with the Facility to schedule changes and/or upgrades during a time when the telephones or visitation stations are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with County to implement the changes or upgrades to the ITS and/or VVS to avoid an interruption in service.
- 18.8. Vendor shall coordinate the presence of a technician at the Facility on the day of each implementation to perform testing as required by County to ensure the ITS and VVS are functioning properly.
- 18.9. All said changes shall be made by Vendor at no cost to County.

19. INDEMNIFICATION

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

20. INSURANCE

- 20.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions

should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.

20.2. Vendor shall provide County with a 30-day advance written notice of cancellation or material changes in said insurance.

20.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.

20.4. Vendor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation.

20.4.1. Automobile Liability:

20.4.1.1. Bodily Injury (each person): \$250,000.00

20.4.1.2. Bodily Injury (each accident): \$500,000.00

20.4.2. General Liability (Including Contractual Liability):

20.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00

20.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

20.4.3. Excess Liability:

20.4.3.1. Umbrella Form: \$1,000,000.00

20.4.4. Worker's Compensation:

Statutory

20.5. County agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against County arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

20.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this Agreement, Vendor must:

20.6.1. Provide a certificate of coverage, for all persons providing the services defined in this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements the State of California Labor Code;

20.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor current certificate of coverage ends during the duration of the project;

20.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter; and

20.6.4. Notify County in writing, within 10 business days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

20.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

21. DISCREPANCY

21.1. Should there be a discrepancy in this Agreement, the RFP, and the RFP response, resolution shall be achieved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower):

21.1.1. This Agreement and any amendments;

21.1.2. RFP No. 15-09, Addendum #1, Addendum #2, Addendum #3, and Addendum #4; and

21.1.3. Vendor's RFP response and its response to Addendum #3, and Addendum #4.

22. SUBCONTRACTS

22.1. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.

- 22.2. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein. Vendor shall identify any subcontractors used to provide services under this Agreement.

23. FORCE MAJEURE

- 23.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

24. NOTICE

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

County of Lake
ATTN: Mary Beth Strong
Sheriff's Office Administrative Manager
Address: 1220 Martin Street, PO Box 489
Lakeport, CA 95453

Inmate Calling Solutions, LLC
ATTN: Contracts/Legal
Address: 2200 Danbury Street
San Antonio, TX 78217

25. MISCELLANEOUS TERMS

25.1. Interpretation

- 25.1.1. This Agreement shall be interpreted under, and governed by, the Laws of the State of California; the parties hereto agree that any action relating to this Agreement shall be instituted in a Federal Court in the Lake County, California.

25.2. Severability

- 25.2.1. If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.

25.3. Entirety, Waiver, and Modification

- 25.3.1. This Agreement, together with any Attachments, represents the entire understanding between County and Vendor (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

25.4. Confidentiality

- 25.4.1. Except as otherwise required by law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective Party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (a) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (b) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (c) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (d) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (e) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.
- 25.4.2. Each Party including its agents and representatives shall: (a) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (b) not disclose, or allow to be disclosed, the Confidential Information to any Party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (c) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (d) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

25.5. Dispute Resolution

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

25.6. Limitation of Liability

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

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

COUNTY OF LAKE

(Signature)

(Printed Name)

Chair, Board of Supervisors
(Title)

(Date)

ATTEST: Carol J. Huchingson
Clerk of the Board
of Supervisors

By: _____

INMATE CALLING SOLUTIONS, LLC

Brendan Philbin
(Signature)

Brendan Philbin
(Printed Name)

Vice President of Business Development
(Title)

10/2/17
(Date)

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: Anita L. Grant

ATTACHMENT A
ITS/VVS FEATURES AND FUNCTIONALITIES

1. GENERAL REQUIREMENTS

- 1.1. Vendor shall furnish, install and maintain inmate and visitation telephones and video visitation stations for use by inmates at County's Facility shown in Attachment B – Facility Specifications. The Vendor shall provide all telephone and video services to the inmates utilizing Vendor's ITS and VVS in accordance with those requirements and provisions set forth in this Attachment and this Agreement.
- 1.2. Vendor shall notify County within 30 days of any new software upgrades specific to the ITS and VVS and associated features that are currently installed at County's Facility pursuant to this Agreement. Vendor shall upgrade the ITS and VVS with the new software versions and new hardware as required by County at no cost to County.
- 1.3. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county, or municipal government at no cost to County. The Vendor shall be authorized by the appropriate governing body and/or regulatory agency to be an inmate telephone and video visitation service provider.
- 1.4. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, to County and County to its employees and all subcontractors, to ensure County maintains a drug free workplace. County reserves the right to review drug testing of Vendor's personnel involved County may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

2. SINGLE POINT OF CONTACT

- 2.1. Vendor 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. Vendor shall provide County and its Designated Agent with a 24-hour toll free telephone number for ITS maintenance issues as well as a mobile number and email address for the designated AE.

3. ITS SYSTEM REQUIREMENTS

3.1. ITS Installation Requirements

- 3.1.1. For each installation Vendor shall submit an ITS implementation plan, which shall include an installation schedule, for the Facility. The implementation plan(s) will become a part of the Agreement and must be followed. Initial installations must be completed within 60 days of the Effective Date of the Agreement between County and Vendor; the initial implementation plan is provided in Attachment E – Implementation Plan.
 - 3.1.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 3.1.1.2. Should Vendor incur liquidated damages, County will invoice Vendor. Payment of the invoice shall be made to County within 30 days of Vendor's receipt of the invoice.
- 3.1.2. Vendor shall be responsible for all costs associated with the ITS, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day

- operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 3.1.3. Vendor's ITS shall not be configured to reside on or use County's network.
 - 3.1.4. Vendor agrees to obtain County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded facilities.
 - 3.1.5. Vendor shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications.
 - 3.1.6. All telephone equipment provided shall be fully operational at the time of the initial installation.
 - 3.1.7. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal, and tamper resistant; the cord length for the inmate and visitation telephones is specified in [Attachment B – Facility Specifications](#). County requires the telephone sets include volume control. Placards containing dialing instructions in both English, Spanish and Braille shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
 - 3.1.8. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor upon County's request and at no cost.
 - 3.1.9. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes County's property upon termination and/or expiration of the Agreement.
 - 3.1.10. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
 - 3.1.11. At no cost to County, Vendor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facility.
 - 3.1.11.1. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 3.1.11.2. Should Vendor incur liquidated damages, County will invoice Vendor. Payment of the invoice shall be made to County within 30 days of Vendor's receipt of the invoice.
 - 3.1.12. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS.
 - 3.1.13. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply (UPS) back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
 - 3.1.13.1. Vendor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
 - 3.1.14. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by County.
 - 3.1.15. Vendor shall clean up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Vendor at the Facility.

- 3.1.16. Vendor shall correct any damage to County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 3.1.17. Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- 3.1.18. Upon completion of the initial installation and any ongoing installations, Vendor shall provide County with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 3.1.19. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 3.1.20. Vendor shall install/mount its equipment in accordance with County's requirements.

3.2. ITS and User Application Specifications

- 3.2.1. Vendor shall ensure that all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling as well as audio recording of visitation sessions.
- 3.2.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- 3.2.3. Vendor agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and other equipment required by County as outlined in [Attachment B - Facility Specifications](#).
- 3.2.4. Vendor shall provide a sufficient number of ports/lines to the ITS to allow inmates the opportunity to place calls 99.9% of the time. County reserves the right to require Vendor to revise its configuration (telephone to line, port) ratio should the configuration installed by Vendor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to County. At the request of County, Vendor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
- 3.2.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Vendor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 3.2.6. Call acceptance by the end-user shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 3.2.7. The ITS shall be capable of recognizing standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, ring back tones, chain dialing and no voice from end-user.
 - 3.2.7.1. The parties acknowledge that any private phone system used to call in or out of the Facility may be susceptible to manipulation despite security protocols employed by the County and/or the Vendor.
- 3.2.8. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 3.2.9. With each call, the ITS shall provide an automated message advising the end-user that the call is coming from a correctional facility, from a specific inmate and that the call "may be monitored and recorded."
- 3.2.10. With each call, the ITS shall clearly identify the type of call being placed to the end-user: collect, pre-paid, free, complimentary. This recording must be free of any charges.

- 3.2.11. The ITS shall allow inmate(s) to record their name only once (with the first call attempted); the recorded name shall be stored in the ITS and played back with all subsequent call attempts. The ITS shall allow the inmate(s) 2 seconds to record their name.
- 3.2.12. The ITS must repeat the call acceptance information and options to the end-user a minimum of 2 times during the initial call process and shall allow the end-user to interrupt the prompts by selecting a digit on the keypad.
- 3.2.13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. At County's request, Vendor agrees to provide additional language options for the ITS prompts, at no cost to County, subject to the standard languages available for the ITS at the time of County's request.
- 3.2.14. Vendor shall subscribe to the LEC Line Information Data Base (LIDB). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Vendor must assume all responsibility for the cost and accuracy of validation.
- 3.2.15. The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. County reserves the right to request Vendor to modify/revise the recordings at any time during the term of this Agreement, at no cost to County, within 30 days of the request.
- 3.2.16. ITS shall allow inmates to complete free local telephone calls from the intake/booking inmate telephones.
- 3.2.17. Following the dialing sequence, the ITS shall allow an inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up) until the end-user has positively accepted the call. In no event shall the inmate be allowed to communicate with the end-user until the call is positively accepted.
- 3.2.18. The ITS shall have the capability to program a specific speed dial code to selected telephones numbers as determined by County and at no cost to County, without the assistance of Vendor.
- 3.2.19. The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by County (CSV, PDF, Excel, etc.):
 - 3.2.19.1. Inmate Name (First, Last);
 - 3.2.19.2. Inmate Personal Identification Number (PIN);
 - 3.2.19.3. Record Identifier;
 - 3.2.19.4. Date Range (Start Date/Time and End Date/Time);
 - 3.2.19.5. Facility;
 - 3.2.19.6. Called Number;
 - 3.2.19.7. Originating Number;
 - 3.2.19.8. Station Port;
 - 3.2.19.9. Station Name;
 - 3.2.19.10. Call Type;
 - 3.2.19.11. Bill Type;
 - 3.2.19.12. Duration (Minimum and Maximum);
 - 3.2.19.13. Call Amount;
 - 3.2.19.14. Monitored Calls;
 - 3.2.19.15. Recording Type;
 - 3.2.19.16. Completion Type;
 - 3.2.19.17. Termination Type;
 - 3.2.19.18. Validation Result;
 - 3.2.19.19. Pre-Paid Card ID Number;

- 3.2.19.20. Phone Group(s);
- 3.2.19.21. Visitation Phones(s); and
- 3.2.19.22. Custom Search.
- 3.2.20. The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow County to export the reports in a format selected by County (CSV, PDF, Excel, etc.):
 - 3.2.20.1. Call Statistics by Date Range;
 - 3.2.20.2. Frequently Called Numbers;
 - 3.2.20.3. Frequently Used PINs/Volume Users;
 - 3.2.20.4. Commonly Called Numbers;
 - 3.2.20.5. Call Detail Report;
 - 3.2.20.6. Gross Revenue Report by Date Range;
 - 3.2.20.7. Facility Totals and Statistics;
 - 3.2.20.8. End-User/Number Accepting Report;
 - 3.2.20.9. Fraud/Velocity Report;
 - 3.2.20.10. Total Calls;
 - 3.2.20.11. Personal Allowed Numbers (PAN) Report;
 - 3.2.20.12. Pre-Paid Card Report;
 - 3.2.20.13. Debit Usage Report;
 - 3.2.20.14. Debit Balance and Funding Report;
 - 3.2.20.15. Debit Transaction Report;
 - 3.2.20.16. Pre-Paid Card Balance Report;
 - 3.2.20.17. Bill and Call Type Distribution;
 - 3.2.20.18. Station Activity;
 - 3.2.20.19. Trunk Usage;
 - 3.2.20.20. Number/Inmate Alert Report;
 - 3.2.20.21. Recording Access Report;
 - 3.2.20.22. Reverse Look-Up; and
 - 3.2.20.23. User Audit Trail.
- 3.2.21. The ITS shall allow for the customization of reports in a form mutually agreed upon by County and/or its Designated Agent and Vendor and at no cost to County.
- 3.2.22. Vendor's ITS user application shall at a minimum allow:
 - 3.2.22.1. The creation, modification and deactivation of County user accounts;
 - 3.2.22.2. The creation, modification and deactivation of inmate accounts;
 - 3.2.22.3. The creation and modification of telephone numbers in the ITS (free, privileged, do not record, blocked/unblocked) without the assistance of Vendor;
 - 3.2.22.4. Locating and accessing a specific recording by utilizing a unique recording/call identifier; and
 - 3.2.22.5. 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.
- 3.2.23. Vendor shall provide County with the ability to create, view and track service tickets associated with the ITS or Facility via Vendor's Mantis trouble ticketing system.
- 3.2.24. Vendor shall conduct continuous diagnostics and supervision for call processing and call recording. Vendor shall perform remote diagnostics to the ITS to determine if a problem exists with the telephone, onsite network equipment, station port, channel, line, etc. Remote diagnostic tests shall, at a minimum, be completed one time each day on each station port.

- 3.2.25. Vendor shall provide all accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf ("TDD"). Vendor shall provide the number of TDD telephones identified in Attachment B - Facility Specifications; which shall be compatible with the ITS. Should ADA requirements change, Vendor shall comply with the new standards at no cost to County.
- 3.2.26. The ITS must offer the end-user an option to receive a rate quote during the call acceptance process.
- 3.2.27. The ITS shall include a reverse look-up feature to provide County with the capability to obtain billing name and address (BNA) information associated with called numbers as well as an aerial location map. The reverse look-up feature shall be provided at no cost to County and must be an integrated part of the ITS.
- 3.2.28. The ITS shall accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Vendor shall accept County's direction for how pro bono calling services are configured via the ITS.
- 3.2.29. Vendor shall establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Vendor shall accept County's direction for how the informant line is configured through the ITS.
- 3.2.30. Vendor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
 - 3.2.30.1. Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for County informant line.
 - 3.2.30.2. At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
- 3.2.31. The ITS user application shall be browser agnostic. Vendor agrees to provide designated County users with access to the ITS via a tablet or smart phone for performing administrative functions, running reports, analyzing call data and viewing live calls in progress, at no cost to County. Vendor agrees to allow designated County users full access to all future mobile device features developed for the ITS for the duration of the Agreement and any renewal terms at no cost to County.

3.3. ITS Security Features

- 3.3.1. The ITS shall prohibit:
 - 3.3.1.1. Direct-dialed calls of any type;
 - 3.3.1.2. Access to a live operator for any type of calls;
 - 3.3.1.3. Access to "411" information services;
 - 3.3.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - 3.3.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 3.3.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 3.3.3. The ITS shall allow County to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 3.3.3.1. At demarcation location;
 - 3.3.3.2. By central control; and
 - 3.3.3.3. By select housing units.
- 3.3.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.

- 3.3.5. Vendor shall configure the ITS to display Vendor's customer service number on the end-user's caller ID each time a call from the Facility is placed. Vendor shall accept County's direction for how the caller ID is configured through the ITS.
- 3.3.6. Upon detection of such, the ITS shall have a fraud prevention feature that will randomly interject pre-recorded announcements throughout the duration of the conversation informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. The inmate must not be able to interfere with these announcements.
 - 3.3.6.1. The ITS shall adjust the duration of a call to exclude the pre-recorded announcements from the call cost charged to the end-user.
- 3.3.7. The ITS, upon detection of a three-way call, forwarded call, and/or conference calls shall flag the call, play a warning message to the parties and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 3.3.8. The ITS shall allow the end-user to block their telephone number during the call acceptance process.
- 3.3.9. The ITS shall allow calls to specified numbers at specified times during the day.
- 3.3.10. The ITS shall be capable of limiting the length of a call, providing services at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facility is detailed in **Attachment B - Facility Specifications**.
- 3.3.11. The ITS shall be capable of blocking specific telephone numbers from inmate dialing.
- 3.3.12. 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.

3.4. Personal Identification Number Application

- 3.4.1. The PIN application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - 3.4.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - 3.4.1.2. The capability to interface with the Facility's Jail Management System (JMS). The current JMS provider is Sun Ridge. County shall not be responsible for paying any amount associated with the required JMS interface. The following requirements shall apply relative to the interface:
 - 3.4.1.2.1. Real-time data transfer or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:
 - 3.4.1.2.1.1. Facility;
 - 3.4.1.2.1.2. Permanent Inmate ID;
 - 3.4.1.2.1.3. Inmate Booking Number;
 - 3.4.1.2.1.4. Inmate PIN;
 - 3.4.1.2.1.5. Inmate First and Last Name;
 - 3.4.1.2.1.6. Inmate Housing Location; and
 - 3.4.1.2.1.7. Inmate Custody Status (i.e. active/inactive, etc.)
 - 3.4.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - 3.4.1.3.1. Should County utilize a unique inmate identifier separate from the inmate's PIN and/or permanent ID associated with each inmate, Vendor shall have the capability to receive, accept, and store this unique inmate identifier to allow for query within the ITS, to include but not be limited to inmate information, call recordings, and CDRs.
 - 3.4.1.4. The capability to accommodate any/all of the following options for how PINs are received and/or generated by the ITS:

- 3.4.1.4.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
- 3.4.1.4.2. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and allows the inmate, via the ITS, to create the unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
- 3.4.1.4.3. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
- 3.4.1.4.4. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create a complete PIN. The inmate shall then be capable of changing the last several digits of the PIN upon the first attempted telephone call via the ITS to create a revised complete PIN for all future calls;
- 3.4.1.4.5. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
- 3.4.1.4.6. The ITS, without an interface with the JMS, auto-generates the complete PIN; and
- 3.4.1.4.7. The ITS accepts a manually entered PIN.
- 3.4.2. The interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- 3.4.3. County currently utilizes a 7-digit permanent arrest ID as the inmate ID. County requires Vendor incorporate the use of a unique, secure PIN for each inmate using one of the methods outlined in **Section 3.4.1.4.** above to facilitate all calling types.
- 3.4.4. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
- 3.4.5. PINS shall not be required for booking/intake phone(s).
- 3.4.6. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facility or from any inmate telephone located at the Facility.
- 3.4.7. ITS shall be capable of limiting calls by PIN to designated Facility or group of inmate telephones located at the designated Facility.
- 3.4.8. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 3.4.9. County does not require Personal Allowed Numbers (PAN) with the initial installation. However, County may elect to implement the use of PANs at any time during the subsequent Agreement. Should PANs be required, the ITS shall have the capability to store a list of PANs associated with each PIN.
 - 3.4.9.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 3.4.9.2. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 3.4.9.3. The quantity of approved telephone numbers within a PAN shall be configurable by PIN.
 - 3.4.9.4. The ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
 - 3.4.9.5. ITS shall store the following information (at a minimum) for each telephone number on the PAN: telephone number, end-user name, address and relationship to inmate.
 - 3.4.9.6. ITS shall be capable of auto-enrolling PANs to avoid manual entry.
 - 3.4.9.7. Vendor's ITS shall accommodate specific timeframes (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

3.5. ITS Monitoring and Recording Requirements

- 3.5.1. The ITS shall permit full monitoring and recording of all inmate calls and visitation sessions from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client restrictions. The ITS shall exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
 - 3.5.1.1. As part of the initial installation, Vendor shall allow inmates to enter new attorney telephone numbers into the ITS for review and approval by County; any attorney telephone numbers approved by County during this attorney registration process shall be designated as privileged and therefore not recorded in the ITS.
- 3.5.2. The ITS shall allow designated users at the Facility to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- 3.5.3. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 3.5.4. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 3.5.5. The ITS shall include live monitoring which allows County to view and sort in real-time, at a minimum, by any of the following criteria in chronological order:
 - 3.5.5.1. Call Start Time;
 - 3.5.5.2. Facility;
 - 3.5.5.3. Phone Location Name;
 - 3.5.5.4. Inmate Name;
 - 3.5.5.5. Inmate PIN;
 - 3.5.5.6. Called Number;
 - 3.5.5.7. Called City, State;
 - 3.5.5.8. Call Type;
 - 3.5.5.9. Bill Type;
 - 3.5.5.10. Call Status; and
 - 3.5.5.11. Duration.
- 3.5.6. The ITS shall allow designated users to pause a live call while continuing to record the call.
- 3.5.7. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement and stored offline for a minimum period of 7 years following the expiration of the Agreement.
- 3.5.8. All call recordings and visitation sessions shall be stored online for the life of the Agreement and offline for a period of 2 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
- 3.5.9. If so requested by County, Vendor shall accommodate on-site storage of CDRs and call recordings.
- 3.5.10. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives) at no cost to County throughout the life of the Agreement and any renewal terms.
- 3.5.11. Vendor shall pay County liquidated damages in the amount of \$500.00 per each instance wherein County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from County. County will invoice Vendor and payment shall be due within 30 days of Vendor's receipt of invoice.
- 3.5.12. The ITS shall be capable of providing alerts based on any number of criteria, including but not limited to, inmate PINs, destination numbers, and pre-paid account funding events. Alerts shall be provided via cell

phone, land line, SMS text, email, or pager; a security PIN for accessing the live call/visitation session shall be required.

3.5.12.1. Forwarding live calls to specific destination numbers and subsequent monitoring of live calls shall not be detectable by the inmate or the end-user.

3.5.12.2. The ITS shall allow multiple investigators to establish identical alerts and monitor ongoing conversations concurrently.

3.5.13. The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.

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

3.5.15. The copying/burning process shall be integral to the ITS user application.

3.6. Pre-Paid / Debit Application

3.6.1. The pre-paid and/or debit application shall work with the ITS.

3.6.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account.

3.6.3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.

3.6.4. The ITS shall provide the end-user with the balance of their pre-paid collect account at the time of the call.

3.6.5. The pre-paid and/or debit application shall allow international calls.

3.6.6. Vendor shall configure pre-paid cards for use outside of the Facility.

3.6.7. The debit application shall interface with County's current Commissary and/or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the inmate's debit account as well as refunding any unused funds to the trust fund upon the inmate's release. The current commissary system is internally developed and maintained by County. County shall not be responsible for any cost associated with the interface.

3.6.8. The debit application shall have the capability to terminate a debit account and issue a real-time refund of any unused debit funds from the ITS account to the inmate's trust fund/commissary account, at no additional cost, and at the time the inmate is released/transferred from the Facility.

3.6.9. County requires that Vendor issue refunds to end-users or inmates for any pre-paid funds remaining in any pre-paid account upon the end-user's or inmate's request whether the account is active or inactive. Should an account be deactivated by Vendor 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 Vendor. No fees shall be charged to the end-users or inmate for refunds or reactivation of funds associated with a pre-paid account.

3.6.10. If the end-user's or inmate's pre-paid account balance is sufficient to cover a 1-minute call from the Facility (based on the telephone number dialed), Vendor shall allow the completion of the call.

3.6.11. At the request of County, Vendor shall supply County with signage/brochures/flyers regarding the ITS or Vendor's pre-paid and debit programs at no cost to County.

4. VIDEO VISITATION SYSTEM

4.1. VVS Scope of Services

4.1.1. Vendor shall furnish, install, operate and maintain a VVS as described herein at the Facility; Vendor shall provide general public and inmate video visitation stations as requested by County and in accordance with the required equipment quantities specified in Attachment B – Facility Specifications.

4.1.2. The VVS shall not replace standard contact and non-contact visitation at the Facility.

4.1.3. All visits will be in accordance with the rules and regulations set forth by County.

- 4.1.4. Onsite video visits shall be completed at no cost to the general public and/or inmate, including onsite attorney visits. Remote attorney video visits may be charged to the attorney at the Rates specified in Attachment C – Rates and Fees.

4.2. VVS Installation Requirements

- 4.2.1. For each installation, Vendor shall submit an implementation plan for the VVS which shall include an installation schedule. Any initial installations must be completed within 90 days of the effective date the Agreement. This implementation plan will become a part of the Agreement and must be followed.
- 4.2.1.1. County requires the presence of a Vendor representative/technician onsite for the VVS installation at the Facility and to remain “on-call” within 4 hours of the Facility for a minimum of 3 months following the completion of the VVS installation to provide updates and training to the Facility as needed.
- 4.2.1.2. If any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$300.00 per day for each day beyond the installation date. In no event will natural disasters or acts of God cause Vendor to incur liquidated damages.
- 4.2.1.3. Should Vendor incur liquidated damages, County will invoice Vendor. Payment of the invoice shall be made to County within 30 days of Vendor’s receipt of the invoice.
- 4.2.2. Vendor shall provide, install, operate and maintain video visitation equipment, hardware, software, and network components in accordance with the equipment manufacturer’s specifications and the provisions set forth in this section.
- 4.2.3. Vendor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- 4.2.4. Vendor will be responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the VVS.
- 4.2.5. Vendor will be responsible for providing and installing tamper-resistant and durable video visitation stations suitable for a correctional environment. The video visitation stations must not include any removable parts.
- 4.2.5.1. Each video visitation station shall be correctional grade, inclusive of a hardened enclosure, 17-inch LCD, touch-screen monitor, high definition web camera, and handset. Equipment variations will be allowed upon mutual agreement in writing between Vendor and County.
- 4.2.6. Vendor’s VVS shall not be configured to reside on or use County’s network. The video visitation stations must not compromise County’s local area network or security.
- 4.2.7. The VVS shall be required to provide all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
- 4.2.8. The VVS must consist of hardware and software designed to enable County to initiate, control, record, retrieve and monitor video visits.
- 4.2.9. Vendor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power source for the VVS to ensure there is no loss of recorded video visits or real time date in the event of a power failure.
- 4.2.10. Vendor’s VVS shall utilize a low voltage direct current (DC) or power over Ethernet (“PoE”) power source to supply power to the video visitation stations. If necessary, Vendor shall be responsible for all costs associated with any additional wiring needed by County to ensure the power requirements are met for the VVS.

4.3. VVS Registration and Scheduling

- 4.3.1. The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, make payment for, conduct, and/or cancel video visits using a standard internet browser and internet connection. The scheduling application shall prevent scheduling conflicts.
 - 4.3.1.1. The VVS shall allow for smart phone scheduling via Internet Explorer or Chrome browser.
- 4.3.2. Each visitor, including attorneys, shall be required to complete a registration process through Vendor's website; attorney registration shall require additional identifying components, as required by County.
- 4.3.3. The VVS shall have the capability to allow authorized users at the Facility to approve visitors before visits can be scheduled. In the event County elects to implement this approval process, the VVS shall provide a notification email to the visitor once County has approved the visitor. Vendor shall provide the capability for notification emails within 90 days of the Effective Date of this Agreement.
- 4.3.4. The VVS shall prohibit the scheduling of video visits for any visitor who has not completed the registration process and County-approval process (if applicable).
- 4.3.5. The VVS must have the capability to capture and store information regarding the visitor/general public to include, at a minimum:
 - 4.3.5.1. State/Government Issued ID Type;
 - 4.3.5.2. State/Government Issued ID Number;
 - 4.3.5.3. Name;
 - 4.3.5.4. Date of Birth;
 - 4.3.5.5. Gender;
 - 4.3.5.6. Ethnicity;
 - 4.3.5.7. Inmate Visited;
 - 4.3.5.8. Relationship to Inmate;
 - 4.3.5.9. Email Address;
 - 4.3.5.10. Physical Address;
 - 4.3.5.11. Telephone Number; and
 - 4.3.5.12. Bar ID (if applicable).
- 4.3.6. The VVS shall allow visitors to login using a unique visitor ID or an email address and password for access to scheduling, cancelling and conducting visits.
- 4.3.7. Vendor shall provide the quantity of Lobby Visitor Registration Units specified in Attachment B – Facility Specifications to facilitate the scheduling of video visits by the general public via touchscreen or keyboard.
- 4.3.8. The VVS shall provide all prompts and instructions on a selective bilingual basis: English and Spanish. At County's request, Vendor agrees to provide additional language options for the ITS prompts, at no cost to County, subject to the standard languages available for the ITS at the time of County's request.
- 4.3.9. Within 120 days of Agreement execution and as part of additional development by Vendor, the VVS shall be capable of capturing pictures of visitors and/or their IDs and storing them within the VVS application for verification of the visitor's identity to complete the registration process and to schedule a video visit.
- 4.3.10. The VVS shall be capable of sending visitors an email notification confirming the scheduled and/or canceled visit.
- 4.3.11. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visit.
- 4.3.12. The VVS shall allow the authorized County users to schedule visits for a particular inmate and date/time, on behalf of visitors.
 - 4.3.12.1. The VVS shall be configurable to set different scheduling rules for County scheduling video visits vs. visitors scheduling video visits.

- 4.3.13. The VVS shall allow County to establish and manage approved visitor lists for all inmates in the Facility, selected housing units, and/or selected inmates.
- 4.3.14. The VVS shall have the capability to suspend visits with defined durations for an inmate, station, station group, and/or housing unit.
- 4.3.15. The VVS shall allow County to create the following restrictions with defined durations:
 - 4.3.15.1. Restrict a visitor from visiting certain inmate(s);
 - 4.3.15.2. Restrict an inmate from visiting certain visitor(s);
 - 4.3.15.3. Restrict a visitor from visiting ALL inmates; and
 - 4.3.15.4. Restrict an inmate from visiting ALL visitors.
- 4.3.16. VVS shall have the capability to provide individual profile pages for each inmate and visitor allowing County to:
 - 4.3.16.1. Review and edit visitor/inmate general information;
 - 4.3.16.2. Review visitation history;
 - 4.3.16.3. View and download visitation detail records and recordings;
 - 4.3.16.4. Create, edit, and remove restrictions;
 - 4.3.16.5. Create, edit, and remove events; and
 - 4.3.16.6. Create, edit, and remove approved visitors/inmates.
- 4.3.17. The VVS shall display upcoming daily visit information on one or multiple inmate visitation stations that automatically refreshes (i.e. inmate name, time of visit).
 - 4.3.17.1. The VVS shall allow Vendor, on behalf of County, to configure information for display on the visitation stations, including but not limited to inmate handbook and instructional videos.
- 4.3.18. Vendor shall provide visitors with multiple channels of communication with Vendor including but not limited to: 24x7x365 customer service via telephone, online account access, email and live chat. Vendor's telephone option shall allow the visitor to reach Vendor's live customer service representatives at any time.
- 4.3.19. Vendor's VVS shall test the bandwidth connection for all remote video visitation visitors prior to the initiation of a scheduled visit; the VVS must provide bandwidth necessary to conduct high-quality video visits.

4.4. VVS Monitoring and Recording Requirements

- 4.4.1. The VVS must be capable of permitting full monitoring and recording of all video visits from any video visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain video visits such as attorney-client restrictions. The VVS must have the capability to exclude those video visits.
- 4.4.2. The VVS must comprehensively record all audio and video visits. At a minimum, it shall have the capability to play back a recorded video visit.
- 4.4.3. The VVS shall have the capability to allow authorized users to view visit recordings and/or download a recorded visit from within the VVS application.
- 4.4.4. All video visit recordings shall be stored online for 90 days. All video visitation reports, audio visit recordings and data shall be stored online for the life of the Agreement.
- 4.4.5. The VVS user application shall copy/export video visit recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the video visit.
- 4.4.6. The VVS shall be capable of emailing and copying video visit recordings onto a DVD or other storage medium in audio or MP3/data format.
- 4.4.7. The VVS shall have an audit trail with the capability to track users who have viewed and/or downloaded video recording files(s).

4.5. VVS Interface and User Application Specifications

- 4.5.1. The VVS shall be required to interface with County's JMS and/or ITS, at no cost to County, so that inmate information will be automatically transferred, activated, and deactivated in the VVS based on the inmate's custody status. County shall not be responsible for paying any amount associated with the required interface(s).
 - 4.5.1.1. The following requirements will apply relative to the interface:
 - 4.5.1.1.1. A real-time or near real-time interface with data transfers at a mutually agreed upon frequency. At a minimum, the required data to be transferred is as follows:
 - 4.5.1.1.1.1. Facility;
 - 4.5.1.1.1.2. Permanent Inmate ID;
 - 4.5.1.1.1.3. Inmate Booking Number;
 - 4.5.1.1.1.4. Inmate PIN;
 - 4.5.1.1.1.5. Inmate First and Last Name;
 - 4.5.1.1.1.6. Inmate Housing Location;
 - 4.5.1.1.1.7. Inmate Custody Status (i.e. active/inactive, etc.);
 - 4.5.1.1.1.8. Approved Visitor List (if applicable).
 - 4.5.1.1.2. In addition, the VVS shall have the capability to accept data via the JMS interface specific to classification including, but not limited to:
 - 4.5.1.1.2.1. Custody Level;
 - 4.5.1.1.2.2. Inmate Classification;
 - 4.5.1.1.2.3. Housing Unit Restriction; and
 - 4.5.1.1.2.4. Visitation Restriction.
- 4.5.2. The VVS, through the interface with County's JMS, shall automatically track all inmate housing unit assignments, movements, and releases.
 - 4.5.2.1. The VVS shall have the capability of automatically rescheduling all visits associated with the inmate if the inmate has changed housing units, provided a video visitation station is available.
 - 4.5.2.2. The VVS shall automatically cancel all visits associated with an inmate if an inmate has been released or if the inmate has changed housing units and a video visitation station is not available in the new housing unit.
- 4.5.3. The VVS shall be capable of taking an individual station out of service without affecting other stations. The VVS must be able to shut down the VVS quickly and selectively. County must be able to shut down the VVS via a workstation or the VVS user application for all video visitation stations, select video visitation stations, or individual video visitation stations.
- 4.5.4. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
 - 4.5.4.1. The duration of the video visits is specified in [Attachment B – Facility Specifications](#); video visits must have a prompt at the beginning which indicates the visit is recorded.
 - 4.5.4.2. Video visitation stations shall be available for use during the times of day detailed in [Attachment B – Facility Specifications](#).
- 4.5.5. The VVS shall be capable of providing alerts based on any number of criteria, including but not limited to, when a particular visitor or inmate has scheduled a visit and when a visit for a particular visitor or inmate is scheduled to begin. Alerts shall be provided via email or SMS text. Vendor shall provide alert capabilities within 90 days of the Effective Date of this Agreement.
- 4.5.6. The VVS user application shall be capable of performing the following functions, without limitation:
 - 4.5.6.1. Create user accounts;
 - 4.5.6.2. Set user passwords;

- 4.5.6.3. Create and assign users to user groups (for system accessibility);
- 4.5.6.4. Capture the user's first and last name;
- 4.5.6.5. Live monitor of all visits simultaneously (excluding attorney visits);
- 4.5.6.6. Terminate video visits manually;
- 4.5.6.7. Display status of all video visitation stations (whether idle or offline);
- 4.5.6.8. Assign inmates to a particular type of video visitation station;
- 4.5.6.9. Stop, terminate, and/or restart any running visit;
- 4.5.6.10. Reassign visitation stations during any running visit;
- 4.5.6.11. Extend the visitation duration during any running visit;
- 4.5.6.12. Enter comments and add notes to a recorded visit; and
- 4.5.6.13. Customize the number of visits per screen and the page rotation duration.
- 4.5.7. Vendor shall provide remote access to the VVS at no additional cost. The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on the control workstation.
- 4.5.8. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - 4.5.8.1. Inmate ID number;
 - 4.5.8.2. Inmate Name;
 - 4.5.8.3. Visitor Name;
 - 4.5.8.4. Date and Time of Visit;
 - 4.5.8.5. Inmate Video Visitation Station;
 - 4.5.8.6. Visitation Type; and
 - 4.5.8.7. Daily, weekly and monthly visit statistics.
- 4.5.9. The VVS shall automatically start each video visit at the designated start time once the visitor and inmate has logged in with the required credentials. The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time.
- 4.5.10. The VVS shall have the capability to allow designated County staff to perform real-time video check-in with audio and video to determine visitor authenticity for all remote video visits; upon request from County, Vendor agrees to expand its remote check-in functionality to include video chat between the designated County staff and the visitor.
- 4.5.11. The VVS shall automatically attempt to reconnect a video visit if connectivity is lost.
- 4.5.12. The VVS shall allow County perform the following functions:
- 4.5.13. The VVS shall display an onscreen countdown clock timer and "picture-in-picture" viewing on the video visitation stations.

4.6. VVS Billing

- 4.6.1. The VVS shall have the capability to:
 - 4.6.1.1. Differentiate between professional visitors (i.e. public defenders vs. private attorneys for purposes of determining at cost versus no cost contracts.);
 - 4.6.1.2. Allow for free visits for a particular visitor (i.e. public defenders);
 - 4.6.1.3. Allow visitation charges to be charged per visit;
 - 4.6.1.4. Display the cancellation and refund policy while the visitor is scheduling visits;
 - 4.6.1.5. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - 4.6.1.5.1. Inmate release;
 - 4.6.1.5.2. Inmate transfer;
 - 4.6.1.5.3. Station unavailability; and/or

- 4.6.1.5.4. County-imposed restriction or other event (i.e. lockdown).
- 4.6.2. The VVS shall allow authorized users to override or refund visitation charges for County-approved exceptions to the policy of visitation charges.
- 4.6.3. Vendor shall refund all visitation charges if a video visit is dropped due to Vendor's network issues.
- 4.6.4. Vendor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

5. ADDITIONAL TECHNOLOGY

Vendor shall supply the following additional technology features at no cost to County.

5.1. Investigative Data Link Analysis

- 5.1.1. As part of the initial installation of the ITS, Vendor shall supply Data Detective at no cost to County for investigative data mining and data link analysis. Data Detective shall be capable of searching varying degrees of separation to establish links between inmates or end users based on interactions such as telephone calls and account deposits. This feature shall be an integrated part of the ITS and must include analytical tools and reporting.

5.2. Automated Information Technology

- 5.2.1. Within 60 days following completion of the initial installations of the ITS and VVS, Vendor shall supply The Attendant at no cost to County. The Attendant shall automate internal inquiries from inmates within the Facility as well as outside calls to the Facility from the general public. The Attendant shall interface with County's JMS and County shall not be responsible for any cost associated with an interface.
 - 5.2.1.1. The Attendant shall be accessed through an Interactive Voice Response (IVR) system and shall be accessible via telephone by inmates and the general public 24 hours per day, 7 days per week. At minimum, Vendor's technology shall provide the following information:
 - 5.2.1.1.1. Charge information;
 - 5.2.1.1.2. Commissary balances;
 - 5.2.1.1.3. Court appearance dates, times and locations;
 - 5.2.1.1.4. Bond amounts, types;
 - 5.2.1.1.5. Projected release dates;
 - 5.2.1.1.6. Visitation eligibility;
 - 5.2.1.1.7. Visitation hours;
 - 5.2.1.1.8. Facility location information;
 - 5.2.1.1.9. Information pertaining to funding prepaid accounts for either the ITS or VVS.
 - 5.2.1.2. The Attendant IVR shall be capable of providing prompts for both the general public and inmates in English and Spanish.
 - 5.2.1.3. The Attendant IVR shall have the capability to transfer exception (opt-out) callers from the general public to Facility staff for personal assistance.
 - 5.2.1.4. County reserves the right to discontinue the automated information technology at any time during the term of the Agreement.

5.3. Inmate Communications Portal

- 5.3.1. As part of the initial installation of the ITS, Vendor shall supply The Communicator Paperless Inmate Communications Portal for internal automate voicemail messaging via the ITS at no cost to County. The Communicator shall allow inmates to file grievances, request medical/dental appointments, submit PREA

or crime tips, or file inmate telephone complaints. The internal voicemail feature shall allow Facility staff to respond to an inmate using text-to-speech technology or voice messaging.

5.3.1.1. The ITS shall record and store all messages associated with The Communicator; all recordings shall be maintained as described in Attachment A, Section 3.5 – ITS Monitoring and Recording Requirements.

5.3.1.2. Vendor shall limit accessibility to the PREA and crime tips mailboxes to authorized users only as determined by County.

5.4. External Automated Voicemail Messaging

5.4.1. As part of the initial installation of the ITS, Vendor shall supply external automated voicemail messaging via the ITS to allow inmates to receive inbound voicemails only. County will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging;

5.4.1.1. The ITS shall record and store all voicemail messages; all recordings shall be maintained as described in Attachment A, Section 3.5 – ITS Monitoring and Recording Requirements.

5.4.1.2. The voicemail services shall preserve the call controls configured in the ITS; the duration of the voicemail messages is specified in Attachment B – Facility Specifications.

5.4.1.3. To record a voicemail message, end-users shall contact Vendor to create a pre-paid account if one does not already exist; Pre-Paid Funding fees as defined in Section – 4 Compensation shall apply.

5.4.1.4. End-users shall be supplied a toll free number and shall be capable of leaving a voicemail message for the inmate based on the inmate's name and/or inmate ID.

5.4.1.5. The ITS shall have the capability of notifying the inmate of the voicemail message and allowing the inmate to retrieve the voicemail message by inputting the inmate's PIN.

5.4.1.6. The transaction fee charged to the end-user for each voicemail message shall be deducted from the pre-paid account; the rate per voicemail message and revenue share to County are described in Attachment C – Rates and Fees.

5.4.1.7. The voicemail services shall allow for a Message of the Day to be created and delivered to inmates from Facility staff (using text-to-speech technology or voice messaging) via the ITS during a specified time period; any time an inmate picks up an inmate telephone during the specified time of day, the Message of the Day must be played.

5.4.1.8. County may discontinue voicemail at any time during the term of this Agreement without penalty.

5.5. Inmate Tablet Pilot Program

5.5.1. Within 90 days following completion of the initial installations of the ITS and VVS, Vendor shall implement a inmate tablet pilot program for a minimum period of 90 days. Vendor shall provide County with 40 secure, correctional grade tablets at no cost to County or the inmates for the purpose of inmate education and entertainment, including all required equipment, charging stations, labor, installation, service, networks, wiring, parts and all other required components. The 90-day pilot period shall commence upon installation completion by Vendor of all necessary required components to ensure the tablets are in good working order.

5.5.1.1. Vendor's inmate tablets and network shall accommodate the Edovo educational platform and associated licenses as well as access to entertainment (i.e. movies, games, music) and applications for inmate requests, medical requests, grievances, commissary ordering. Any applications must be approved by County prior to implementation for inmate use.

- 5.5.1.2. Upon completion of the 90-day inmate tablet pilot program, County, at its sole option, shall have the right to discontinue the use of the inmate tablets or decide to continue with full inmate tablet deployment at the Facility. Should County agree to continue with full inmate tablet deployment, County and Vendor will negotiate in good faith an amendment to the Agreement defining the inmate tablet scope and any adjustments/additions to the compensation structure. County may discontinue the tablet pilot without penalty.

5.6. Voice Biometric Technology

- 5.6.1. At any time during the term of the Agreement and upon request of County, Vendor shall supply The Verifier at no cost to County for initial voice verification technology. The Verifier shall have the capability to match an inmate's voiceprint created during the intake process with his/her voice when initiating a telephone call. This feature shall be an integrated part of the ITS and must include analytical tools and reporting.
 - 5.6.1.1. The enrollment process shall be configurable for either manual or automatic enrollment. Vendor shall provide County onsite assistance during, and immediately following, the enrollment process to ensure initial voice verification technology is properly implemented.
 - 5.6.1.2. County reserves the right to discontinue voice biometric technology at any time during the term of the Agreement.

5.7. Commissary Ordering

- 5.7.1. At any time during the term of the Agreement and upon request of County, Vendor shall supply commissary ordering through the ITS to allow inmates to select and order commissary items via speed dial. Commissary ordering shall be provided at no cost to County or to the inmate. County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering.

**ATTACHMENT B
FACILITY SPECIFICATIONS**

Lake County Jail – Hill Road Facility
4913 Helbush Drive
Lakeport, CA 95453

FACILITY SPECIFICATIONS		
ITEM	PHASE I	PHASE II
Number of Beds	262	177
Call Time Limit	30 minutes	
Voicemail Time Limit	30 seconds	
Hours of Availability for Inmate Telephones	7:00 a.m. – 11:30 p.m.	
Inmate Telephones Required	24	13
Required Telephone Cord Length (Inmate)	18"	
Visitation Sets Required	4 Handsets (2 Booths)	16 Handsets (8 Booths)
Required Telephone Cord Length (Visitor)	24"	
Portable/Cart Phones Required	1	1
Required Portable/Cart Phone Handset Cord Length	24"	
Required Portable/Cart Phone Extension Cord Length	50'	
Workstations Required	2	1
TDD Units and Associated Printers Required	1	1
Video Visitation Time Limit	30 minutes	
Hours of Availability for Video Visitation	7:00 a.m. – 10:00 p.m.	
General Public Video Visitation Stations Required	2	4
Inmate Video Visitation Stations Required	2	4
Required Video Visitation Station Handset Cord Length (Inmate):	18"	
Lobby Visitor Registration Units Required	1	
Monitors for VVS Monitoring Required	2	

**ATTACHMENT C
RATES AND FEES**

ITS CALLING RATES			
	COLLECT	PRE-PAID COLLECT	PRE-PAID CARDS/DEBIT
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.25	\$0.21	\$0.21
Intralata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Interstate	\$0.25	\$0.21	\$0.21
Domestic International (US Territories Only)	\$0.25	\$0.21	\$0.21
Domestic International (Excluding US Territories)	\$0.25	\$0.21	\$0.21
International (Canada and All Other Countries)	N/A	\$0.50	\$0.50
ITS Revenue Share Rate (%)	50.1%		
ITS MAG	\$100,000.00		

FEES	
FEE NAME	AMOUNT
Pre-Paid Funding Fee (as defined in Section 4.7 – Compensation) – Cash or Check	\$0.00
Pre-Paid Funding Fee (as defined in Section 4.7 – Compensation) – Automated	\$3.00
Pre-Paid Funding Fee (as defined in Section 4.7 – Compensation) – Live Operator	\$5.95
Pre-Paid Funding Fee (as defined in Section 4.7 – Compensation) – Third Party	100% Pass-Through No Markup Allowed
Billing Statement Fee (Collect services only)	\$2.00
Western Union:	\$5.50 (SwiftPay)
Federal Universal Service Fund Fee (FUSF)	17.9% (adjusted quarterly)
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

VVS RATES	
CHARGE/FEE NAME	AMOUNT
Remote Video Visitation	\$12.00 per visit
All Other Fees	Not Allowed
VVS Revenue Share Rate (%)	50.0%

VOICEMAIL CHARGES/FEES (INBOUND)	
CHARGE/FEE NAME	AMOUNT
Inbound Voicemail Message	\$1.00 per message
All Other Fees	Not Allowed
Voicemail Revenue Share Rate (%)	50.0%

**ATTACHMENT D
SERVICE AND ESCALATION MATRIX**

PRIORITY MATRIX		
PRIORITY LEVEL 1	<ul style="list-style-type: none"> Multiple Housing Units not operational Multiple intake phones out of service Entire System Failure 	Remote diagnostics and repair will begin within 1 hour.
PRIORITY LEVEL 2	<ul style="list-style-type: none"> One entire Housing Unit Not Operational One intake phone not working Technical or Recording Failure Recording Access Failure Server Capacity Warning Commissary Interface Failure 	Remote diagnostics will begin within 1 hour; repair will begin within 8 hours.
PRIORITY LEVEL 3	<ul style="list-style-type: none"> One of multiple phones in a Housing Unit Not Operational 	Repair will begin by the end of the 2nd business day.

ESCALATION LEVEL	ESCALATION CONTACT	ADDITIONAL NOTIFICATION
INITIAL REPORT	Help Desk Technician Open Ticket & Gather Information Toll Free: 866-228-4031 Email: icssupport@icsolutions.com	None
LEVEL ONE	Latoya Coleman Technical Support Manager Direct: 210-477-7357 Cell: 601-212-6128 Email: lc Coleman@icsolutions.com	None
LEVEL TWO	Brian Dietert Director of Operations Direct: 210-477-7340 Cell: 832-561-8010 Email: bdietert@icsolutions.com	Jim Crouch Regional Account Manager Toll Free: 866-228-4040 Fax: 210-693-1016 jcrouch@icsolutions.com
LEVEL THREE	John Goetsch Vice President Technology Direct: 210-581-8105 Cell: 408-314-8072 Email: jgoetsch@icsolutions.com	Jim Crouch Regional Account Manager Toll Free: 866-228-4040 Fax: 210-693-1016 jcrouch@icsolutions.com
LEVEL FOUR	Brendan Philbin Vice President Business Development Direct: 210-581-8102 Cell: 408-838-1157 Email: bphilbin@icsolutions.com	Jim Crouch Regional Account Manager Toll Free: 866-228-4040 Fax: 210-693-1016 jcrouch@icsolutions.com
LEVEL FIVE	Tim McAteer President & General Manager Direct: 210-572-9570 Cell: 314-504-2254 Email: tmcateer@icsolutions.com	Jim Crouch Regional Account Manager Toll Free: 866-228-4040 Fax: 210-693-1016 jcrouch@icsolutions.com

ATTACHMENT E IMPLEMENTATION PLAN

