

## **AGREEMENT FOR INMATE COMMUNICATION SERVICES #9023**

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California ("County") and NCIC Inmate Communications, a corporation, duly qualified to conduct business in the State of California, whose principal place is Longview, Texas 75601, and whose Agent for Service of Process is NCIC Inmate Communications, 607 East Whaley St., Longview, Texas (hereinafter referred to as "Contractor").

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide reliable, cost-effective inmate telephone, video visitation, correctional tablet services and related additional technology at County's Facilities; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors in accordance with El Dorado County Ordinance Code, Section 3.13.030(), as well as authorized by El Dorado County Charter, Section 210(b)(6) and Government Code 31000;

**WHEREAS**, the California Public Utilities Commission ("CPUC") opened its Order Instituting Rulemaking to Consider Regulating Telecommunications Services Used by Incarcerated People on October 8, 2020 and issued its Decision Adopting Interim Rate Relief for Incarcerated Persons Calling Services dated August 19, 2021 [Rulemaking 20-10-002; Decision 21-08-0371 ("CPUC Order") which mandated interim caps on intrastate calling rates and prohibited automated payment fees, paper bill/statement fees, live agent fees, and single-call fees in association with intrastate and jurisdictionally mixed calls effective October 7, 2021; and

**WHEREAS**, the Parties have agreed to implement the CPUC mandated rates, charges, and fees as further provided below.

**NOW THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, County and Contractor mutually agree as follows:



## **ARTICLE I**

**Scope of Services:** Pursuant to RFP #17-915-013, dated December 19, 2017, Contractor shall continue to furnish the personnel and equipment necessary to provide and maintain a turn-key Inmate Telephone System (ITS) which shall process without limitation, collect, pre-paid collect, debit, free calling and audio recording of standard visitation sessions; a Video Visitation System inclusive of an automated scheduling feature to facilitate free onsite video visits, charged remote video visits and scheduling of standard onsite visits; correctional grade tablet solution (Tablets) which at a minimum shall provide electronic messaging, media, inmate requests, medical requests, grievances, ITS calls and commissary ordering; and additional technologies which shall include, but not exclude, a booking kiosk, lobby payment kiosks, VVS scheduling kiosk, continuous voice biometrics, transcription and keyword search, ITS voicemail (inbound only), internal voicemail, debit release cards and cell phone detection at County's Facilities listed in **Exhibit B - Facility Specifications** and at no cost to County.

At any time during the term of the Agreement and any renewal terms, and at no cost to the County, Contractor shall install its Mail Scanning Services technology within thirty (30) days of the Customers written request, including all hardware, software, and wiring required to allow inmates to access digital mail via the video visitation kiosks installed at the Facilities. County will not be responsible for any cost associated with interfaces that are required to implement Mail Scanning Services.

In accordance with the request from the County, Contractor has installed an additional one hundred sixty-five (165) tablets with charging equipment. The total number of tablets required is listed in **Exhibit B - Facility Specifications**.

Should Contractor fail to install additional services within the required timeframes outlined in this section of the Agreement, Contractor may incur liquidated damages as outlined in **Section 9. Implementation and Ongoing Installations**.

## **ARTICLE II**

**Compensation for Services:** The total amount of this Agreement shall not exceed \$2,000,000.00, inclusive of all costs, taxes, and expenses.

## **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period December 19, 2024, to December 18, 2026.

## **ARTICLE IV**

**Surety Bond:** Contractor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit issued by a Surety Company authorized to do business in the State of California, within ten (10) calendar days after the Effective Date and prior to any installation work or equipment delivery. The Surety Bond shall be made payable to County in the amount of thirty thousand (\$30,000.00) dollars and shall be retained during the full period of the Agreement any Renewal Terms(s). Personal or company checks are not acceptable. The Agreement number and /or the dates of performance shall be specified on the Surety Bond. In the event that the County exercises its option to renew the Agreement for an additional term(s), Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the Renewal Term(s), pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

## **ARTICLE V**

**Minimum Annual Guarantee:** Effective for the period beginning December 19, 2024, through the

expiration date of the Agreement and any renewal terms, Contractor shall pay County a Minimum Annual Guarantee (MAG) in the amount of sixty thousand (\$60,000) dollars far-the ITS. Contractor shall pay monthly revenue share on the Gross Revenue for the prior month as described in **ARTICLE VII** below. Contractor shall provide a monthly report detailing the cumulative sum associated with the Gross Revenue generated by the Communications Systems and the monthly revenue share calculated at the revenue share percentage specified herein. If the total revenue share paid to County for twelve (12) consecutive months, beginning with the first month the first revenue generating call is placed, is less than the MAG amount, the difference shall be due to County and/or its Designated Agent on or before the fifteenth {15th} day of the month following the twelfth (12th) month of the applicable Agreement year.

#### **ARTICLE VI**

**Upfront Supplemental Payment:** Contractor shall pay County a one-time upfront supplemental payment in the amount of zero (\$0) dollars within five (5) days of the Effective Date of This Agreement.

#### **ARTICLE VII**

**Revenue Share and Payment:** Pursuant to Contractor's response to RFP # 17-915-013, the Best and Final Offer (BAFO) and RFP negotiations and effective for the period December 19, 2022 through a period ending when Contractor's inmate communication services are no longer being provided at County's Facilities, Contractor shall remit to County a ten (10%) percent revenue share on Gross Revenue generated by and through the ITS, twenty (25%) percent revenue share of Gross Revenue generated by the VVS and twenty (25%) percent revenue share of Gross Revenue generated by the Tablets.

#### **ARTICLE VIII**

**Rates and Fees:** Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for the ITS, VVS, Tablet and additional technologies as detailed in **Exhibit C - Rates, Fees, and Revenue Share**.

#### **ARTICLE IX**

**Reconciliation:** County, and/or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of two (2) years after the termination date of this Agreement, upon ten (10) business days' written notice, to fully examine and/or reconcile any and all of Contractor's information (records, data, revenue share payment records) pertaining to any and all of the services under this Agreement. 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.

Contractor shall maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share for the ITS, VVS and Tablet services were derived. The records shall include all traffic/usage detail reports, CDRs, EMI billing files, pre-paid card sales and associated invoices, debit purchase and usage reports and associated invoices and revenue share reports during the term of the Agreement and for no less than two (2) years after the term of this Agreement.

Contractor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due to County at least five (5%) percent above the amount otherwise paid for the period reconciled, County's reasonable cost of reconciliation, all within thirty (30) days of the resolution date. If the agreed upon amounts are not paid within thirty (30) days, the amounts due to County shall accrue interest at the rate of one and a half (1.5%) percent per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

#### **ARTICLE X**

**Contractor Costs, Taxes and Fees on Services:** It is expressly understood that County is not responsible in any way, manner, or form for any of Contractor'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 any and all Contractor's services. Contractor 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, including, but not limited to, any and all taxes as applicable for ITS services such as collect, debit, pre-paid and any other calls; VVS services such as onsite and remote visitation sessions; and Tablet application services such as electronic messaging, entertainment, text, and any other services provided.

#### **ARTICLE XI**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE XII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE XIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE XIV**

**Assignment and Delegation:** The services to be performed under the Agreement shall not be assigned, sublet or transferred without thirty (30) days advance written notification to County and then only upon Contractor's receipt of County's written consent.

If during the Agreement term and any Renewal Term(s), Contractor merges or is acquired by another entity, the following documents shall be submitted to County:

1. Corporate resolutions prepared by the successful Contractor and new entity ratifying acceptance of the original contract, terms, conditions and process.
2. Surety bond from the new entity.
3. New Contractor's Federal Identification Number (FEIN).
4. Additional information deemed necessary by County.

Upon receipt of County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor.

Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein. In the event of unsatisfactory performance, as determined by County, County may request substitution of a subcontractor utilized by Contractor to fulfill the obligations under this Agreement.

#### **ARTICLE XV**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course



and scope of their employment.

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 the Contractor or its subcontractor(s) perform under the Agreement. Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and shall indemnify, save, and hold County, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE XVI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than ten thousand (\$10,000.00) dollars, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XVIII**

### **Default, Termination and Cancellation**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, either party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing, prepared by the party in default for signature by the party giving notice and shall specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in the notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part, at its sole discretion and without liability or penalty to County, upon thirty (30) calendar days written notice to Contractor without cause. The right to terminate without cause shall not be effective until after the first year of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. Should Contractor for any reason be unable to satisfy the requirements contained in this Agreement, County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- F. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of this Agreement, which change affects (i) the rates permitted to be charged by Contractor to inmates under the Agreement; (ii) the right of County to recover its costs; or (iii) the ability for Contractor to pay to County a revenue share, fees (including but not limited to the Cost Recoupment Payment) or other cost recovery mechanisms, then, at County's request, Contractor and County shall negotiate in good faith an amendment to the Agreement reasonably acceptable to County that enables County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Contractor and County are unable to mutually agree on such an Agreement amendment within thirty (30) days of County's request, then County may terminate the Agreement at its sole discretion and without penalty or liability to County, and County may select another inmate communication services provider.
- G. In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Contractor shall at its sole cost and expense (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the



services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, County may terminate this Agreement upon providing sixty (60) days written notice to Contractor and Contractor shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.

#### **ARTICLE XIX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF ELDORADO  
Sheriff's Office  
200 Industrial Drive  
Placerville, CA 95667  
ATTN: Monica Ferguson, CFO

or to such other location as County

directs. with a carbon copy to

COUNTY OF ELDORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

NCIC Inmate Communications  
607 East Whaley St.  
Longview, TX 75601  
Attn: William L. Pope, President

or to such other location as Contractor directs.

#### **ARTICLE XX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXI**

**Indemnity:** Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of

Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

These indemnities and remedies shall survive the expiration or other termination of the Agreement.

## **ARTICLE XXII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than one million **(\$1,000,000.00)** dollars combined single limit per occurrence for bodily injury and property damage and a two million **(\$2,000,000.00)** dollars aggregate limit.
- C. Automobile Liability Insurance of not less than one million **(\$1,000,000.00)** dollars is required in the event motor vehicles are used by Contractor in the performance of this Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than one million **(\$1,000,000.00)** dollars per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance shall include the following provisions stating that:
  - 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.



- J. Any deductibles or self-insured retentions shall be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

#### **ARTICLE XXIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXIV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest and shall not acquire same in any manner or degree in either: (i) any other contract connected with or directly affected by the services to be performed by this Agreement; or, (ii) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXV**

**Discrepancy:** Should a discrepancy or conflict among the specific provisions of this Agreement and its amendments or addenda, RFP # 17-915-013 and its amendments or addenda, and the Best and Final Offer (BAFO), RFP negotiations, and Contractor's RFP response, the discrepancy or conflict shall be resolved as follows, with the higher-ranking documents taking precedence over the lower (shown higher to lower):

1. Negotiated Agreement and any amendments or addenda;
2. BAFO
3. RFP and any amendments or addenda and negotiations;
4. Contractor's final proposal.

Exceptions or objections to specific RFP provisions in Contractor's Response that have not been explicitly accepted by County in writing shall not be included in this Agreement and shall be given no weight or

consideration.

#### **ARTICLE XXVI**

**Force Majeure:** 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.

#### **ARTICLE XXVII**

**Confidentiality:** 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 (i) 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; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) 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; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) 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 shall 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.

Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) 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; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) 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.

#### **ARTICLE XXIII**

**Dispute Resolution:** 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, they 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 sixty (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 El Dorado County, State of California courts.

#### **ARTICLE XXIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached **Exhibit E**, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

#### **ARTICLE XXX**

**Additional Requirements and Specifications:** Contractor shall provide any and all notices as may be required under the Drug- Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable El Dorado County, State of California laws, to the employees and all subcontractors to ensure the Facilities maintain a drug free workplace. County reserves the right to review drug testing results of Contractor's personnel assigned to work at the Facilities. County may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than six (6) months.

Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Contractor 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.

#### **ARTICLE XXXI**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended.

Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors shall file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of this Agreement or County, and/or its Designated Agent, shall withhold seven (7%) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any agreement or contract exceeding fifteen hundred (\$1,500.00) dollars.

#### **ARTICLE XXXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to Contractor during term of the Agreement as required by law. This requirement applies to any agreement or contract exceeding fifteen hundred (\$1,500.00) dollars. Contractor shall indemnify and hold County harmless for any action taken by the California Franchise Tax. Board.

#### **ARTICLE XXXIV**

**Taxpayer Identification Number (Form W-9):** All independent contractors or corporations providing services to County shall file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXXV**

**County Business License:** It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXXVI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Monica Ferguson, Chief Fiscal Officer, or successor.

#### **ARTICLE XXXVIII**



**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXXIX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XL**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XLI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XLII**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor shall be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### **ARTICLE XLIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

#### **Requesting Contract Administrator Concurrence:**

By:   
Monica Ferguson  
Chief Fiscal Officer  
Sheriff's Office

Dated: 9/23/24

#### **Requesting Department Head Concurrence:**

By:   
Jeffrey Leikau  
Sheriff Coroner – Public Administrator

Dated: 9/23/24

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

– COUNTY OF EL DORADO –

Dated: 11-5-24

By: Wendy Thomas

Chair  
Board of Supervisors  
"County"

ATTEST:

Kim Dawson

Clerk of the Board of Supervisors

By: [Signature]

Dated: 11-5-24

– CONTRACTOR –

NCIC INMATE COMMUNICATIONS  
(A TEXAS CORPORATION)

By: [Signature]

Name: William L. Pope  
Title: President  
"Contractor"

Dated: 09/23/2024

By: Lauren Ellis  
Corporate Secretary

Dated: 9/23/2024

## **EXHIBIT A – CONTRACTOR RESPONSIBILITIES**

### **1. INMATE COMMUNICATION FEATURES AND FUNCTIONALITIES**

- 1.1.** Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications, including, but not limited to, the features and functionalities of the ITS, the VVS, Tablets and additional technologies listed herein. Contractor acknowledges that noncompliance with this section will cause damage to County, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated herein will apply. Liquidated damages are not intended to be a penalty but to solely compensate for damages."

### **2. USER BILLING AND PAYMENTS**

#### **2.1. ITS Validation**

- 2.1.1.** Contractor shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). Contractor shall query this database as required to maintain a high degree of accuracy for each collect LEC billed inmate call and process only those calls which do not have Billed Number Screening (BNS). Contractor shall assume all responsibilities for the cost and the accuracy of validation.
- 2.1.2.** The Collect Call Threshold shall be a monthly minimum of seventy-five (\$75.00) dollars per unique telephone number.

#### **2.2. ITS Pre-Paid/ Debit Application**

- 2.2.1.** The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or a specific inmate account.
- 2.2.2.** Contractor shall not require a minimum amount to fund a pre-paid account.
- 2.2.3.** County requires Contractor to issue refunds to the end-user for any pre-paid funds remaining in the pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and receive calls, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
- 2.2.4.** For ITS, VVS, or Tablets, upon the occurrence of any of the following; Agreement termination or expiration, six (6) months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account shall be refunded, in accordance with County's direction, to the end-user as appropriate and at no cost to County.
- 2.2.4.1.** Contractor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with California's unclaimed property laws.
- 2.2.5.** The pre-paid and/or debit application shall interface with the ITS and the current Commissary and/or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the inmate's ITS account as well as refunding any unused funds to the trust account upon the inmate's release. County shall not be responsible for any costs associated with the interface. Should County elect to change the commissary or JMS provider, Contractor shall complete any required interfaces with the new providers at no cost to County.
- 2.2.6.** The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
- 2.2.7.** The ITS shall provide the end-user with the balance of their pre-paid collect account at the time of the call.
- 2.2.8.** The pre-paid and/or debit application shall allow international calls.
- 2.2.9.** Contractor shall not prevent the completion of a pre-paid call if the end-user's pre-paid balance is less than the average cost of a call (regardless of call type) from the Facilities.
- 2.2.10.** At the request of County, Contractor shall supply County with signage/brochures/flyers regarding Contractor's ITS, and/or pre-paid and debit programs at no cost to County.



### **2.3. Payments for the Video Visitation System**

#### **2.3.1. The VVS shall have the capability to:**

- 2.3.1.1. Differentiate between professional visitors (i.e. public defenders vs. attorneys) and assess onsite or remote charges accordingly;
- 2.3.1.2. Allow for free visits for a particular visitor (i.e. public defenders);
- 2.3.1.3. Allow visitation charges to be charged per minute or per visit;
- 2.3.1.4. Display the cancellation and refund policy while the visitor is scheduling and canceling a visit;
- 2.3.1.5. Automatically refund a visitor for a charged visit that has been cancelled as a result of:
  - 2.3.1.5.1. Inmate release;
  - 2.3.1.5.2. Inmate transfer;
  - 2.3.1.5.3. County imposed restriction;
  - 2.3.1.5.4. Station unavailability; and
  - 2.3.1.5.5. County event (e.g. weather closure, module or building lockdown).

2.3.2. Contractor's VVS shall allow County the capability to override or refund visitation charges.

2.3.3. Contractor's VVS shall be capable of showing a successful visit both during and after a video visit(s).

2.3.4. Contractor shall refund all visitation charges if a visit(s) is dropped due to Contractor issues.

2.3.5. Contractor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

### **2.4. End-User Payment Options**

#### **2.4.1. End-users shall be allowed to make payments in a number of ways including, but not limited to:**

- 2.4.1.1. Contractor's kiosk at the Facilities;
- 2.4.1.2. Contractor's a live customer service representatives using a debit or credit card;
- 2.4.1.3. Contractor's IVR using a debit or credit card;
- 2.4.1.4. Third party such as MoneyGram, Western Union or other businesses with which Contractor has a contractual agreement for third party payment.

2.4.2. All approved fees for end-user payment options shall conform to the fees described in **Exhibit C — Rates, Fees and Revenue Share**.

2.4.3. ITS, VVS, or Tablets pre-paid accounts shall not expire or become dormant.

### **2.5. Contractor Retention of Account Information**

2.5.1. For the purpose of aiding in investigations, Contractor shall retain all information and records directly or indirectly related to this Agreement including but not limited to ITS, VVS, and Tablets account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of this Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

2.5.2. County shall have access to such information and records including account information upon request, to the extent permissible by law.

## **3. GENERAL MAINTENANCE**

3.1. Contractor shall respond to repair requests from County, and/or its Designated Agent, by arriving at the site promptly after reasonable notice has been given on twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year basis.

3.2. Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure. Contractor shall exhibit to County a best-effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. Contractor shall notify County, and/or its Designated Agent, any time a

technician is dispatched to either facility and prior to the technician's arrival. County, and/or its Designated Agent, shall be notified of the progress and/or delays in progress until the problems are resolved.

- 3.3. On-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facilities are identified in **Exhibit D - Service Escalation Matrix**.
- 3.4. Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following notification of a service request, or an ITS, VVS or Tablet router/server failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor shall incur liquidated damages. The daily liquidated damages shall be equal to five hundred (\$500.00) dollars per day for each reported repair or replacement Contractor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Contractor.
  - 3.4.1. Should Contractor incur liquidated damages, County, and/or its Designated Agent, will invoice Contractor. Payment of the invoice shall be made to County within thirty (30) days of Contractor's receipt of the invoice.
  - 3.4.2. County may cancel the Agreement with Contractor if Contractor has not cured the service problem within ten (10) days of Contractor receiving notice of the issue from County and/or its Designated Agent.
- 3.5. Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS, VVS or Tablets. Contractor shall assume liability for repair any and all such damages. In addition, Contractor shall ensure that all inmate telephones, VVS stations and Tablets are operable and maintained at an acceptable level. All operation, maintenance and repair issues regarding the ITS, VVS or Tablet services shall be reported by Contractor to County, and/or its Designated Agent, promptly.

#### **4. ITS REVENUE SHARE, PAYMENT AND REPORTING**

- 4.1. Gross Revenue generated by and through the proposed ITS consists of all revenue share payments, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to RFP #17-915-013 and this Agreement. ITS Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate, and International calls), additional fees and/or charges added to the total cost of a call or added to the end-user's bill or any other compensation received by Contractor.
- 4.2. Contractor shall pay a revenue share on total ITS Gross Revenue (as defined above) before any deductions associated with unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Contractor expense.
- 4.3. Any additional fees to be added to the end-user's bill or paid by the inmate or end-user (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities shall be approved by County prior to implementation. All fees shall remain within FCC guidelines. County and Contractor shall mutually agree on the method for revenue share payment associated with the additional charges/fees due to County.
  - 4.3.1. Any charges/fees added to the called party's bill without the express written consent of County shall include liquidated damages of three-hundred and fifty (\$350.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
  - 4.3.2. County shall notify Contractor of any unapproved additional fees and/or charges of which County becomes aware of and County, and/or its Designated Agent, shall provide Contractor with an invoice for the total liquidated damages due, for which Contractor shall remit payment to County within thirty (30) days.
  - 4.3.3. Should County and Contractor mutually agree that the charges/fees shall remain, County and Contractor shall mutually agree on a method for a compensation.
  - 4.3.4. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 4.4. Notwithstanding the foregoing, ITS Gross Revenue does not include the following items.



- 4.4.1. **Pre-Paid Fees.** Pre-paid fees are defined as fees imposed on end-users who set up and/or fund a pre-paid account with Contractor or a third party (i.e. Western Union) to accept calls. The pre-paid funding fee shall not be applied on a per-call basis. All pre-paid fees shall be in line with FCC rulings, approved by County. County reserves the right to claim the liquidated damages defined above if the pre-paid fees are not approved by County in advance. The pre-paid fees are specified in **Exhibit C – Rates, Fees, and**
- 4.4.2. **Revenue Share.** Required regulatory charges and taxes that are intended to be paid by the end-user and then remitted one-hundred (100%) percent by the billing party to the appropriate governmental agency.
- 4.5. A “Free” call shall be defined as a call not generating any revenue or compensation for Contractor. 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 Contractor and shall not be eligible for revenue share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and included in County’s revenue share. County reserves the right to enter a free number in the ITS as deemed appropriate by County and without the assistance of Contractor.
  - 4.5.1. In the event Contractor completes unauthorized free calls, the completed calls shall be considered part of Gross Revenue and revenue share for the calls which shall be due and payable under the terms found in **Section 4 — ITS Revenue Share, Payment and Reporting.**
  - 4.5.2. Complimentary calls associated with Contractor’s pre-paid collect program are not eligible for revenue share. Complimentary calls shall be one (1) minute in duration and be as frequent as one (1) complimentary call to a unique telephone number every thirty (30) days. Complimentary calls shall be labeled in the call detail records as “COMP:FREE”.
- 4.6. A call is deemed complete, and considered part of ITS 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 Contractor can bill or collect revenue on the call.
- 4.7. Contractor 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, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor’s agreement with the commissary provider shall address the requirements set forth in this section.
- 4.8. Revenue share for debit calls shall be based upon total ITS Gross Revenues (as defined above) generated from debit call usage and is payable under the terms found in **Section 4 – ITS Revenue Share, Payment and Reporting.**
  - 4.8.1. On the fifth (5th) day of the month following the month of traffic, Contractor 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.
- 4.9. Contractor shall provide the monthly revenue share payments, traffic detail reports, billing files and miscellaneous fees/charges report for the ITS to County and/or its Designated Agent on or before the fifteenth (15th) day of the month following the traffic month. Contractor shall provide monthly system platform Call Detail Records to County, and/or its Designated Agent, on a daily basis.
- 4.10. Contractor shall provide monthly revenue share payments and traffic detail reports to County via these methods:
  - 4.10.1. County requests revenue share payments are sent via wire transfer; and
  - 4.10.2. County requires the traffic detail reports be sent electronically in an exploitable format.
- 4.11. 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 voicemail(s) down to the inmate level, for each inmate telephone and Tablet at the Facilities:



- 4.11.1. Facility Name;
- 4.11.2. Facility Identification Number/Site Identification Number;
- 4.11.3. Facility Address (Street, City, State and Zip);
- 4.11.4. Automatic Number Identifier;
- 4.11.5. Inmate Telephone Station Port/Identifier;
- 4.11.6. Inmate Telephone Location Name;
- 4.11.7. Local Call, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.8. Intralata/Intrastate Call, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.9. Interlata/Intrastate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.10. Intralata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.11. Interlata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.12. International Calls, Minutes Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.13. Revenue Share Rate (%);
- 4.11.14. Total Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone and Tablet);
- 4.11.15. Total Voicemails, Gross Revenue and Revenue Share; and
- 4.11.16. Traffic Period and Dates.

**4.12.** The 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 billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:

- 4.12.1. Record ID;
- 4.12.2. Facility Name;
- 4.12.3. Facility ID;
- 4.12.4. From ANI;
- 4.12.5. To ANI;
- 4.12.6. Batch Number/ID;
- 4.12.7. Seconds;
- 4.12.8. Revenue Period;
- 4.12.9. Date (yyymmdd);
- 4.12.10. Connect Time (hhmmss);
- 4.12.11. Billable Time (hhmmss);
- 4.12.12. Multiple Rate Indicator;
- 4.12.13. Personal Identification Number Digits;
- 4.12.14. Originating City;
- 4.12.15. Originating State;
- 4.12.16. Bill City;
- 4.12.17. Bill State;
- 4.12.18. Rounded Bill Time Indicator;
- 4.12.19. Bill Number;
- 4.12.20. LATA ID;
- 4.12.21. Settlement Code;
- 4.12.22. Message Type;
- 4.12.23. Charge Amount;
- 4.12.24. Additional Fees and Line Surcharges;
- 4.12.25. Specialized Calling Indicator;
- 4.12.26. Validation Indicator;
- 4.12.27. Tax Exempt Indicator;
- 4.12.28. Rate Period; and
- 4.12.29. Rate Class.

- 4.13. Contractor shall provide raw Call Detail Records (CDRs) to County and/or its Designated Agent daily and no later than the day following the traffic day.
- 4.14. The daily raw CDRs shall contain all calls (both attempted and completed), inbound voicemail messages and voicemail retrievals, which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 4.14.1. Facility Name;
  - 4.14.2. Facility ID;
  - 4.14.3. Agency;
  - 4.14.4. From ANI;
  - 4.14.5. To ANI;
  - 4.14.6. Batch Number / ID;
  - 4.14.7. From City;
  - 4.14.8. From State;
  - 4.14.9. To City;
  - 4.14.10. To State;
  - 4.14.11. Station ID;
  - 4.14.12. Phone Name or Location;
  - 4.14.13. Inmate ID;
  - 4.14.14. Personal Identification Number;
  - 4.14.15. Pre-Paid Card ID;
  - 4.14.16. Revenue Period;
  - 4.14.17. Call Start (yymmdd; mmss);
  - 4.14.18. Call End (yymmdd; mmss);
  - 4.14.19. Seconds;
  - 4.14.20. Call Type (e.g. local, etc.);
  - 4.14.21. Bill Type (e.g. free, collect, etc.);
  - 4.14.22. Cost;
  - 4.14.23. Tax;
  - 4.14.24. Validation Result;
  - 4.14.25. Termination Reason;
  - 4.14.26. LIDB Status; and
  - 4.14.27. Completion Indicator.
- 4.15. The system CDRs shall be stored in a minimum of three (3) geographically separate locations to avoid any possibility of CDRs being lost.
- 4.16. Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) calls, transactions and accounts from the Facilities, including but not limited to: pre-paid funding fee, monthly billing fee, validation fee, etc. regardless of whether the charges/fees were assessed directly by Contractor or a third party. Contractor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees from the Facilities:
- 4.16.1. Facility ID;
  - 4.16.2. Date;
  - 4.16.3. From ANI;
  - 4.16.4. To ANI;
  - 4.16.5. Billed ANI;
  - 4.16.6. Bill Type;
  - 4.16.7. Transaction Type;
  - 4.16.8. Fee Type; and
  - 4.16.9. Fee Amount.

- 4.17. Revenue share discrepancies shall be resolved by Contractor, and to County's reasonable satisfaction, within thirty (30) days of receipt of discrepancy notification from County, and/or its Designated Agent. If not resolved satisfactorily, such discrepancy shall be subject to the late charges described below and/or the Agreement may be terminated at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.
- 4.18. Revenue share payments, traffic detail reports, billing files, miscellaneous charges/fees and/or reports not containing the required fields, received by County after the fifteenth (15th) day of the month following the traffic month are subject to liquidated damages.
- 4.18.1. Liquidated damages for revenue share payments shall be equal to five (5%) percent per month of the revenue share due.
- 4.18.2. Liquidated damages for daily CDR reporting shall be a fee of one hundred (\$100.00) dollars per day for any daily CDR reports not submitted by Contractor, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDRs reports are late or do not contain all of the fields and information identified herein, County will allow Contractor one (1) business day to provide the report(s) or corrected report(s). Should Contractor fail to remedy the reporting issues to the satisfaction of County, County may impose the liquidated damages until the report issue is resolved by Contractor.
- 4.18.3. Liquidated damages for reporting shall be a fee of seven-hundred and fifty (\$750.00) dollars per month for each report not received by the fifteenth (15th) day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
- 4.18.4. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, liquidated damages for all three shall apply.
- 4.19. County reserves the right to recoup from Contractor certain administrative and operational expenses ("Cost Reimbursement Payment") in connection with the provision of interstate and/or intrastate inmate telephone services (or both). County does not require a Cost Reimbursement Payment upon execution of the Agreement. In the event County wishes to utilize its option to implement the Cost Reimbursement Payment, then, at County request, County and Contractor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to County to document County-imposed Cost Reimbursement Payment. If Contractor and County are unable to mutually agree on such an Agreement amendment within thirty (30) days of County's request, then County may terminate this Agreement at its sole discretion and without penalty or liability to County, and County may select another inmate communications provider.
- 4.20. Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of this Agreement, which change affects (i) the ITS rates permitted to be charged by Contractor to inmates under this Agreement; (ii) the right of County to recover its ITS costs; or (iii) the ability for County to require Contractor to pay to County a revenue share, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at County's request, Contractor and County shall negotiate in good faith an amendment to the Agreement reasonably acceptable to County that enables County to fully recover its ITS costs in a manner compliant with the change in the FCC's ITS rules or policies. If Contractor and County are unable to mutually agree on such an Agreement amendment within thirty (30) days of County's request, then County may terminate this Agreement at its sole discretion and without penalty or liability to County, and County may select another ITS provider.

## **5. VVS REVENUE SHARE, PAYMENT, AND REPORTING**

- 5.1. Gross Revenue generated by and through the proposed VVS consists of all revenue share payments, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of VVS services pursuant to RFP #17-915-013 and this Agreement. VVS Gross Revenue includes, by way of example and not limitation, all the following: all per minute fees, per session fees and any additional fees and/or charges generated by the completion of all video visitation sessions (remote) additional fees and/or charges added to the total cost of a visiting session or added to the end-user's bill or any other compensation received by Contractor.



- 5.2. Contractor shall absorb all costs of providing video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.
- 5.3. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and an end-user, such revenue shall be included in Gross Revenue and a revenue share shall be payable to County.
- 5.4. Any additional fees to be charged to end-users for inmate video visitations sessions from the Facilities shall be approved by County prior to implementation. County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 5.5. Any changes to the amount(s) charged to an end-user for inmate video visitations sessions with an inmate at the Facilities, whether charges are assessed by minute or by session, shall be approved by County prior to implementation. County and Contractor shall mutually agree on the method for compensation associated with the additional liquidated damages due to County.
- 5.5.1. Any changes in amount(s) charged or additional fees added to the amount that an end-user pays to for a video visitation session without the express written consent of County shall incur liquidated damages of three-hundred and fifty (\$350.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 5.5.2. County shall notify Contractor of any unapproved additional fees and/or charges of which County becomes aware of and County, and/or its Designated Agent, shall provide Contractor with an invoice for the total liquidated damages due, for which Contractor shall remit payment to County within thirty (30) days.
- 5.5.3. Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 5.5.4. Should County and Contractor mutually agree that the charges/fees shall remain, County and Contractor shall mutually agree on a method for a compensation.
- 5.6. A remote video visitation session is deemed complete and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user.
- 5.6.1. All remote video visitation sessions except those types that are expressly designated by County as "free" such as, but not limited to, court, medical or consulate sessions, shall be charged and considered part of Gross Revenue.
- 5.7. Private remote attorney video visitation sessions may be charged to the attorney at the general public rate as designated in **Exhibit C – Rates, Fees, and Revenue Share**. No charge shall be made for video visitation sessions between the inmate and a Public Defender.
- 5.8. Reports and revenue share payments for VVS are due to County on or before fifteenth (15th) day of the month following the activity/session month.
- 5.9. Contractor shall provide monthly video visitation detail reports, in CSV format which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to:
- 5.9.1. Facility Name;
- 5.9.2. Facility Identification Number/Site Identification Number;
- 5.9.3. VVS Station Identifier;
- 5.9.4. VVS Station Location Name;
- 5.9.5. Onsite Video Visitation Sessions, Minutes (Per VVS Station);
- 5.9.6. Free Video Visitation Sessions, Minutes (Per VVS Station);
- 5.9.7. Remote Video Visitation Session, Minutes, and Gross Revenue (Per VVS Station);
- 5.9.8. Revenue Share (Per VVS Station);
- 5.9.9. Total Video Visitation Sessions, Minutes, Gross Revenue, and;
- 5.9.10. Traffic Period and Dates.
- 5.10. Contractor's VVS shall provide the capability to export the reports in a mutually agreed upon format.

- 5.11. The reports shall be available to County, its agency partners, and/or its Designated Agent, from all control workstations and remote access computers depending on the user's access level.
- 5.12. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages:
- 5.12.1. Liquidated damages for revenue share payments shall be equal to five (5%) percent per month of the VVS revenue share due;
- 5.12.2. Liquidated damages for reporting shall be a fee of seven-hundred and fifty (\$750.00) dollars per month for each report not received by the fifteenth (15th) day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above; and
- 5.12.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, liquidated damages for all three shall apply.

## **6. TABLET REVENUE SHARE, PAYMENT, AND REPORTING**

- 6.1. Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of Tablets pursuant to RFP #17-915-013 and this Agreement. Tablet Gross Revenue includes, by way of example and not limitation, all the following: all per minute fees, costs, charges and any additional fees and/or charges generated by the completion of Tablet purchases (including but not limited to electronic messaging, text, entertainment (games and music) eBooks) additional fees and/or charges added to the inmate or end-user's bill or any other compensation received by Contractor.
- 6.2. Contractor shall absorb all costs of providing Tablets including the provision of necessary bandwidth, wiring, fee collection.
- 6.3. If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Tablet Revenue and Contractor shall pay a revenue share to County.
- 6.4. Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities shall be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share associated with the additional charges/fees due to County.
- 6.5. Any changes to the amount(s) charged to the end-user or inmate for the use of Tablets or Tablet applications at the Facilities shall be approved by County prior to implementation. County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 6.5.1. Any changes in amounts charged or additional fees added to the amount that an end-user or inmate pays for use of Tablets or Tablet applications without the express written consent of County shall incur liquidated damages of three-hundred and fifty (\$350.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 6.5.2. County shall notify Contractor of any unapproved additional fees and/or charges of which County becomes aware of and County, and/or its Designated Agent, shall provide Contractor with an invoice for the total liquidated damages due, for which Contractor shall remit payment to County within thirty
- 6.5.3. (30) days.
- Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees
- 6.5.4. were implemented until the date the charges/fees were discontinued.
- Should County and Contractor mutually agree that the charges/fees shall remain, County and Contractor shall mutually agree on a method of compensation.
- 6.6. Inmate Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
- 6.6.1. Electronic submission of inmate requests and/or grievances;
- 6.6.2. Electronic commissary purchases;
- 6.6.3. Debit purchases (if applicable);
- 6.6.4. Trust/commissary/debit account look-up (if applicable);
- 6.6.5. Inmate handbook;
- 6.6.6. Medical submissions;

- 6.6.7. Inmate notices/bulletins; and
- 6.6.8. Court date/release date information.

- 6.7. Payments and reports for Tablets are due to County on or before the fifteenth (15th) day of the month following the month of activity.
- 6.8. Contractor shall provide monthly Tablet detail reports, in CSV format, which shall include a detailed breakdown of the activity for all Tablets, including (if applicable) but not limited to electronic messages, text, telephone calls, entertainment (games, music, eBooks) downloads:
  - 6.8.1. Facility Name;
  - 6.8.2. Facility Identification Number/Site Identification Number;
  - 6.8.3. Facility Address, Street, City, State, and Zip;
  - 6.8.4. Tablet Identifier (where applicable);
  - 6.8.5. Number of Transactions for Each Transaction Type (Per Tablet);
  - 6.8.6. Minutes of Usage for Each Application Type (Per Tablet);
  - 6.8.7. Gross Revenue for Each Transaction/Application (Per Tablet);
  - 6.8.8. Revenue Share Rate;
  - 6.8.9. Total Revenue Share Amount (Per Tablet);
  - 6.8.10. Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share, and;
  - 6.8.11. Traffic Period and Dates.
- 6.9. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject shall be subject to liquidated damages:
  - 6.9.1. Liquidated damages for revenue share payments shall be equal to five (5%) percent per month of the Tablet revenue share due;
  - 6.9.2. Liquidated damages for reporting shall be a fee of seven-hundred and fifty (\$750.00) dollars per month for each report not received by the fifteenth (15th) day of the month following the activity month or for each report that does not contain all of the fields and information identified above; and
  - 6.9.3. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, liquidated damages for all three shall apply.
- 6.10. By the fifth (5<sup>th</sup>) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding Tablet purchase/usage report to County and/or its Designated Agent for the full amount of Tablet content, transactions purchased, or related replacement equipment (less any issues refunds) for the prior traffic month.

## **7. RATE REQUIREMENTS**

- 7.1. Contractor shall provide the required ITS calling rates, VVS session rates, Tablet transaction rates or other associated applications ("Rates") as specified in **Exhibit C – Rates, Fees, and Revenue Share** and shall be in compliance with California laws and applicable regulations.
- 7.2. Before any Rate increases or decreases in Rates are implemented, Contractor shall submit a written request to receive approval from County. County shall respond in writing to Contractor's request.
  - 7.2.1. If Contractor decreases the Rates without the written approval of County, Contractor shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the Rates prior to the unapproved change.
  - 7.2.2. If Contractor increases the Rates without the express written approval of County, Contractor shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the increased Rates. Contractor shall also issue refunds to all overcharged end-users or inmates within ten (10) business days; a list of the issued credits shall be provided to County as documentation. County shall not issue a refund of paid revenue share from Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to County as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls, video sessions and/or Tablet usage.



- 7.3. Contractor shall implement any rate adjustments requested by County within ten (10) calendar days of said request for either the ITS, VVS and/or Tablet systems. County recognizes that adjusting Rates for the ITS, VVS and Tablets may be subject to regulatory approval.

- 7.4. Contractor shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The Rates for both Domestic International and International are specified in **Exhibit C, Rates Fees, and Revenue Share**.

- 7.5. Should Contractor adjust the calling rates in order to complete a call, Contractor shall incur liquidated damages of three dollars and seventy-five cents (\$3.75) per collect call and three dollars and fifteen cents (\$3.15) per pre-paid collect or debit call. County shall notify Contractor of any unapproved adjustments in the calling rates of which County becomes aware of and County, and/or its Designated Agent, shall provide Contractor with an invoice for the total liquidated damages due, for which Contractor shall remit payment to County within thirty (30) days.

Contractor shall calculate the raw duration of each inmate call and video visitation session in seconds based on the time the call or session is accepted and the time the call or sessions is terminated by the ITS or VVS. For calls and sessions where the duration is at least ten (10) seconds, 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. During the rating process, Contractor shall round the raw calculated call or session amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

## **8. SINGLE POINT OF CONTACT**

- 8.1. Contractor shall appoint an Account Executive (AE) who shall act as a single point of contact for all inmate communication related activities, inquiries, service requests and issues. Contractor shall provide County and its Designated Agent with contact information for the AE which shall include a toll-free telephone number, mobile number and email address for inmate telephone service issues.

## **9. SYSTEM REQUIREMENTS**

### **9.1. Standards**

- 9.1.1. Inmate telephone services shall be provided and shall comply with all applicable Federal Communication regulations relating to inmate communication service in correctional facilities.

### **9.2. Implementation and Ongoing Installations**

- 9.2.1. For each installation, including installation of visitation equipment, Contractor shall submit an implementation plan, which shall include an installation schedule, for each Facility. Initial installations for the ITS shall be completed within sixty (60) days of the Effective Date of this Agreement and the VVS and Tablets initial installation shall be completed within ninety (90) days of the Effective Date of this Agreement between County and Contractor. The implementation plan(s) shall become a part of the Agreement and shall be followed.

- 9.2.1.1. If any portion of the ITS, VVS, or Tablet installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of five hundred (\$500.00) dollars for each day beyond the installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond Contractor's reasonable control.

- 9.2.1.2. Should Contractor incur liquidated damages, County, and/or its Designated Agent, will invoice Contractor. Payment of the invoice shall be made to County within thirty (30) days of Contractor's receipt of the invoice.

### **9.3. Transition**

- 9.3.1. For the initial installation, Contractor shall work with County and the incumbent ITS provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.

- 9.3.2. Upon expiration, termination, or cancellation of this Agreement, Contractor shall accept the direction of County to ensure ITS, VVS, and Tablets services are smoothly transitioned. At a minimum, the following shall apply:

- 9.3.2.1. At no cost to County, Contractor shall supply one (1) workstation which shall become the property of County after expiration, cancellation or termination of this Agreement to allow County access to all CDRs, call and visitation recordings, documentation, reports, data, and etc. contained in the ITS, VVS, and Tablet systems.
- 9.3.2.2. Contractor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by County. Contractor shall continue providing all services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of this Agreement. Revenue share shall be due and payable by Contractor to County at the percentage provided in this Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.
- 9.3.2.3. Contractor shall remove its equipment at the conclusion of this Agreement in a manner that shall allow the reuse of wiring/cabling associated with the ITS, VVS, and Tablets.

#### **9.4. General Installation Requirements**

- 9.4.1. Contractor shall be responsible for all costs associated with the installation of the ITS, VVS, and Tablets systems, 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 system components in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement and at no cost to County.
- 9.4.2. Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Exhibit B – Facility Specifications**. County reserves the right to request additional inmate telephones, standard visitation telephones, video visitation stations, and Tablets during the term of this Agreement at no cost.
- 9.4.3. Contractor's ITS, VVS, and Tablets shall not be configured to reside on or use County's network.
- 9.4.4. Contractor shall install/mount all ITS, VVS, and Tablet equipment in accordance with County's requirements.
- 9.4.5. Contractor shall receive approval from County prior to making any changes to the phone room at the Facilities.
- 9.4.6. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by Contractor becomes County's property upon termination and/or expiration of this Agreement.
- 9.4.7. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and shall be approved by the Facility's maintenance personnel.
- 9.4.8. Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the outlined services at no cost to County.
- 9.4.9. Contractor shall obtain County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- 9.4.10. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the ITS, VVS, and Tablets.

- 9.4.11. Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for both the ITS, VVS, and Tablets to ensure there is no loss of audio or video recordings, real time call data or Tablet transactions for up to four (4) hours in the event of a power failure.
- 9.4.12. A separate power supply shall not be required for the ITS, VVS, and Tablets. A power source shall be made available for the ITS, VVS, and Tablets.
- 9.4.13. Installation of all telephones, cabling, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Facility Administrator.
- 9.4.14. Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- 9.4.15. Contractor 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 Contractor at the Facilities.
- 9.4.16. Contractor shall correct any damage to County's property caused by maintenance or installation associated with the ITS, VVS, and Tablets, including repairs to walls, ceilings, etc.
- 9.4.17. Contractor 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 for either the ITS, VVS, or Tablets.

## 9.5. System Specific Installation Requirements

### 9.5.1. Inmate Telephone System

- 9.5.1.1. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 9.5.1.2. Contractor shall install all new inmate telephone sets, visitation telephones and ITS related equipment. 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 **Exhibit B – Facility Specifications**. The telephones shall not contain any removable parts. All inmate telephone sets installed shall include volume control.
- 9.5.1.3. All telephone equipment shall be powered by the telephone line, not require an additional power source.
- 9.5.1.4. Contractor shall place placards containing dialing instructions in English and Spanish on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 9.5.1.5. At no cost to County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities.
  - 9.5.1.5.1. If the installation of the additional telephones (inmate and visitation) is not completed within thirty (30) days, Contractor may incur liquidated damages in the amount of five hundred (\$500.00) dollars for each day beyond the thirty (30) day installation date until the installation is complete.
  - 9.5.1.5.2. Should Contractor incur liquidated damages, County, and/or its Designated Agent, will invoice Contractor. Payment of the invoice shall be made to County within thirty (30) days of Contractor's receipt of the invoice.
  - 9.5.1.5.3. Contractor shall not incur liquidated damages if the cause of the delay is beyond Contractor's reasonable control.



- 9.5.1.6. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 9.5.2. **Video Visitation System**
  - 9.5.2.1. At no cost to County, Contractor shall install all new visitation stations and VVS related equipment. The visitation stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant. The number of inmate stations and visitor stations is detailed in **Exhibit B - Facility Specifications**. The video visitation stations shall not contain any removable parts. All video visitation stations installed shall include volume control.
  - 9.5.2.2. Video visitation stations shall not compromise County's local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.
  - 9.5.2.3. Upon installation of the VVS, Contractor shall 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.
  - 9.5.2.4. The VVS shall provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
  - 9.5.2.5. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation units, specifications, and location of each unit.
- 9.5.3. **Tablets**
  - 9.5.3.1. Contractor shall provide ten-point a (10.1") inch Tablets suitable for use in a correctional environment, sturdy, vandal and tamper resistant, and be enclosed in a durable, clear, sealed case.
  - 9.5.3.2. Tablet applications, functions and features shall include, but not be limited to the following at no cost to County:
    - 9.5.3.2.1. Email/texting applications;
    - 9.5.3.2.2. Grievance filing;
    - 9.5.3.2.3. Medical requests;
    - 9.5.3.2.4. Transactional history;
    - 9.5.3.2.5. Balances;
    - 9.5.3.2.6. Inmate handbook;
    - 9.5.3.2.7. PREA;
    - 9.5.3.2.8. Suicide alerts;
    - 9.5.3.2.9. Legal ( as defined in **Section 9.5.3**);
    - 9.5.3.2.10. Weather, news, sports new applications;
    - 9.5.3.2.11. Commissary ordering;
    - 9.5.3.2.12. County's specified educational curriculum; and
    - 9.5.3.2.13. Khan Academy with the following educational content:
      - 9.5.3.2.13.1. Math (twenty (20) courses with multiple chapters each);
      - 9.5.3.2.13.2. Science (seven (7) courses);
      - 9.5.3.2.13.3. Economics and Finance (four (4) courses);
      - 9.5.3.2.13.4. Arts and Humanities (twenty-three (23) courses);
      - 9.5.3.2.13.5. Computing (computer science and computer programming);
      - 9.5.3.2.13.6. Test Prep (seven (7) courses);
      - 9.5.3.2.13.7. College Admissions (tutorial on how to get started for a college education);

- 9.5.3.2.13.8. Educational videos (phonics, alphabet and reading programs);
- 9.5.3.2.13.9. English as a second language program;
- 9.5.3.2.13.10. Employment/education programs;
- 9.5.3.2.13.11. Religion and spirituality programs;
- 9.5.3.2.13.12. Cognitive behavioral therapy programs; and
- 9.5.3.2.13.13. Anger management programs.

- 9.5.3.3. At no cost to County, Contractor shall provide Casemaker and shall include the following legal content:
  - 9.5.3.3.1. CA State Statues;
  - 9.5.3.3.2. State Reporters (official reported opinions of CA's state's appellate courts);
  - 9.5.3.3.3. Index for CA state materials;
  - 9.5.3.3.4. CA state and federal court rules;
  - 9.5.3.3.5. Various federal statutes (not the entire United States Code);
  - 9.5.3.3.6. Supreme Court Reporters (fifteen (15) years in volumes);
  - 9.5.3.3.7. Federal Appeals Court Reporters (fifteen (15) years in volumes);
  - 9.5.3.3.8. Federal District Court Reporters (fifteen (15) years in volumes);
  - 9.5.3.3.9. Shepard's Citator (specifically CaseCheck+);
  - 9.5.3.3.10. Miscellaneous other treatises;
  - 9.5.3.3.11. Loose leaf services; and
  - 9.5.3.3.12. "How to do it" texts.
- 9.5.3.4. Tablets shall include:
  - 9.5.3.4.1. A shatter-proof, correctional-grade case preventing inmates from accessing interior components;
  - 9.5.3.4.2. Seven (7") inch or larger touch screen with high-definition resolution;
  - 9.5.3.4.3. Memory of eight (8) Gb or more;
  - 9.5.3.4.4. Audio in/out jack;
  - 9.5.3.4.5. Charging power port;
  - 9.5.3.4.6. On/Off and Volume buttons; and
  - 9.5.3.4.7. Locked bootloader.
- 9.5.3.5. Contractor shall ensure that inmates shall not have access to settings feature, factory reset, web browser, external applications, or be allowed to tether.
- 9.5.3.6. Contractor shall implement security features that prevent the inmate from accessing an external wireless network or the internet.
- 9.5.3.7. Upon execution of this Agreement, Contractor shall provide one (1) pair of earbuds to each inmate currently housed at each Facility. Additionally, Contractor shall be responsible for supplying earbuds to County to allow for each newly booked inmate. Contractor shall ensure County has a sufficient inventory of earbuds at all times. Contractor shall ensure earbuds are designed in accordance with typical correctional security with environmental concerns, including suicide prevention.
- 9.5.3.8. Placards containing Tablet instructions in English and Spanish shall be placed adjacent to all Tablet charging stations. Contractor shall replenish placards at the request of County or on an as-needed basis at no cost to County.
- 9.5.3.9. Contractor shall provide informational flyers/posters outlining all Tablet services/offerings and the cost of these services to post at County's Facilities at no cost to County.
- 9.5.3.10. Prior to the initial implementation, and any time during the course of this Agreement, County reserves the right to review and approve the list of any and all applications accessible via the Tablets.

- 9.5.3.10.1. Contractor shall prohibit access via Tablets to games that include "multi-player" functionality, allowing inmates to interact with other human game users. Functionality of such games shall be limited to playing against "virtual" opponents/gamers.
- 9.5.3.10.2. Contractor shall ensure all approved games accessible through Tablets shall provide no mechanism for communicating with any other individual entity or individual, within or outside County's Facilities.
- 9.5.3.11. Tablets shall have the capability to alert County's administration of specific pre-set criteria in Contractor's user application.
- 9.5.3.12. Tablets shall provide specific tracking information for inmate activities and patterns by, at a minimum, the following criteria:
  - 9.5.3.12.1. Inmate ID and name;
  - 9.5.3.12.2. Sender name;
  - 9.5.3.12.3. Facility and housing location;
  - 9.5.3.12.4. Date and time of usage;
  - 9.5.3.12.5. Detailed transaction activity; and
  - 9.5.3.12.6. Tablet identifier.
- 9.5.3.13. Contractor's user application shall provide the capability to customize reports in a format mutually agreed upon by County and Contractor at no cost.
- 9.5.3.14. Contractor shall repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from County, at no cost to County.
- 9.5.3.15. Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of Tablets, charging stations, equipment specifications, and locations of each device.

## **9.6. ITS and User Application Specifications**

- 9.6.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling, and audio recording of visitation sessions.
- 9.6.2. Contractor shall provide a sufficient bandwidth to ensure inmates are allowed to place calls ninety-nine-point nine (99.9%) percent of the time. County reserves the right to require Contractor to revise its configuration should the initial configuration installed by Contractor result in inmate complaints for poor signal or unavailable service. Such configuration changes shall be completed by Contractor at no cost to County.
- 9.6.3. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 9.6.4. Call acceptance by the end-user shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation. Voice recognition is not an acceptable method for positive acceptance.
- 9.6.5. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc.
- 9.6.6. 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 shall be disconnected immediately, and the call prompts shall come on to prevent fraud or unauthorized dialing. Contractor shall assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.



- 9.6.7. With each call, the ITS shall provide an automated message to advise the end-user that:
- 9.6.7.1. That the call is coming from a correctional facility;
  - 9.6.7.2. The call is coming from a specific inmate; and
  - 9.6.7.3. The call may be monitored and recorded.
- 9.6.8. With each call, the ITS shall clearly identify the type of call being placed to the end-user: collect, free, etc. This recording shall be free of any charges.
- 9.6.9. The ITS shall be able to accommodate the following for recording and playback of an inmate's name to the end-user:
- 9.6.9.1. The inmate may record a name only once (with the first call attempted); the recorded name shall be stored in the ITS and shall be played back with all subsequent call attempts. County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 9.6.10. ITS shall play the call acceptance information to the end-user a minimum of two (2) times at the beginning of the call. The end-user can interrupt the prompts by selecting a digit on the keypad.
- 9.6.11. ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate shall be able to select the preferred language at the time the call is initiated. The language selected by the inmate plays to both the inmate and the end-user.
- 9.6.12. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to County and within thirty (30) days of the request.
- 9.6.13. The ITS shall allow free local telephone calls using the intake/booking inmate telephones at each Facility at the time of booking only. After a PIN is assigned, all other calls shall be collect, prepaid collect or debit calls unless the called number is designated as a free call in the ITS.
- 9.6.14. The ITS shall be able to 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. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
- 9.6.15. County reserves the right to enter free numbers in the ITS as deemed appropriate by County and without the assistance of Contractor.
- 9.6.16. Contractor's ITS shall provide an integrated reverse lookup technology for calls completed via the ITS and at no cost to County
- 9.6.17. Contractor's ITS shall be configured to allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
- 9.6.18. In no event shall the inmate be allowed to communicate with the end-user until the call is positively accepted.
- 9.6.19. The ITS shall be able to program a specific speed dial to selected telephone numbers determined by County, at no cost, and without the assistance of Contractor.
- 9.6.20. The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns.
- 9.6.21. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 9.6.21.1. Inmate Name (First, Last);
  - 9.6.21.2. Inmate Personal Identification Number;

- 9.6.21.3. Record Identifier;
  - 9.6.21.4. Date Range (Start Date/Time and End Date/Tim);
  - 9.6.21.5. Facilities;
  - 9.6.21.6. Called Number;
  - 9.6.21.7. Originating Number;
  - 9.6.21.8. Station Port;
  - 9.6.21.9. Station Name;
  - 9.6.21.10. Call Type;
  - 9.6.21.11. Bill Type;
  - 9.6.21.12. Duration (minimum and maximum);
  - 9.6.21.13. Call Amount;
  - 9.6.21.14. Flagged Calls;
  - 9.6.21.15. Monitored Calls;
  - 9.6.21.16. Recording Type;
  - 9.6.21.17. Completion Type;
  - 9.6.21.18. Termination Type;
  - 9.6.21.19. Validation Result;
  - 9.6.21.20. Pre-Paid Card ID Number;
  - 9.6.21.21. Phone Group(s);
  - 9.6.21.22. Visitation Phone(s); and
  - 9.6.21.23. Custom Search.
- 9.6.22. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- 9.6.22.1. Call Statistics by Date Range;
  - 9.6.22.2. Frequently Called Numbers;
  - 9.6.22.3. Frequently Used Personal Identification Numbers;
  - 9.6.22.4. Commonly Called Number;
  - 9.6.22.5. Call Detail Report;
  - 9.6.22.6. Gross Revenue Report by Date Range;
  - 9.6.22.7. Facility Totals and Statistics;
  - 9.6.22.8. End-user/Number Accepting Report;
  - 9.6.22.9. Fraud/Velocity Report;
  - 9.6.22.10. Total Calls;
  - 9.6.22.11. Calling List (PAN) Report;
  - 9.6.22.12. Pre-Paid Card Report;
  - 9.6.22.13. Debit Usage Report;
  - 9.6.22.14. Debit Balance and Funding Report;
  - 9.6.22.15. Pre-Paid Card Balance Report;
  - 9.6.22.16. Bill and Call Type Distribution;
  - 9.6.22.17. Phone Usage;
  - 9.6.22.18. Reverse Look-Up; and
  - 9.6.22.19. User Audit Trail.
- 9.6.23. The ITS user application shall allow County to export the reports in a format selected by County (CSV, PDF, Microsoft Excel 2010 or greater, etc.).
- 9.6.24. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
- 9.6.25. Contractor's ITS user application shall at a minimum allow:
- 9.6.25.1. The creation, modification and deactivation of user accounts;
  - 9.6.25.2. The creation, modification and deactivation of inmate accounts;
  - 9.6.25.3. The creation and modification of telephone numbers in the ITS;

- 9.6.25.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
- 9.6.25.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
- 9.6.25.6. Block/unblock telephone numbers without the assistance of Contractor; and,
- 9.6.25.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 9.6.26. Contractor shall provide County with a trouble ticket system that shall allow authorized County personnel to create, submit, view and track service tickets associated with the ITS or Facilities.
- 9.6.27. Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- 9.6.28. The ITS shall 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 devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS).
  - 9.6.28.1. At no cost to County, Contractor shall provide the number of TDD telephones, ports and VRS units specified in **Exhibit B – Facility Specifications**.
  - 9.6.28.2. Contractor shall ensure that the TDD telephones work with the ITS and all inmate telephones at the Facilities.
  - 9.6.28.3. The ITS shall record TDD tones which may be played back through a TDD device for monitoring purposes.
  - 9.6.28.4. Contractor shall provide VRS services through its subcontractor. The application shall be provided on the inmate VRS units eliminating the need to transport hearing-impaired inmates to a dedicated VRS station.
  - 9.6.28.5. Should ADA regulations change, Contractor shall make any necessary modifications to meet the new requirements at no charge to County.
- 9.6.29. Contractor shall be able to 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. Contractor shall accept County's direction for how the informant line is configured through the ITS.
- 9.6.30. Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
  - 9.6.30.1. 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; and
  - 9.6.30.2. At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.

## 9.7. ITS Security Features

- 9.7.1. The ITS shall prohibit:
  - 9.7.1.1. Direct-dialed calls of any type;
  - 9.7.1.2. Access to a live operator for any type of calls;
  - 9.7.1.3. Access to "411" information services;
  - 9.7.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
  - 9.7.1.5. Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
- 9.7.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 9.7.3. The ITS shall be able 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 shall 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:
  - 9.7.3.1. At demarcation location;



- 9.7.3.2. Central control; and
- 9.7.3.3. By select housing units.
- 9.7.4. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
- 9.7.5. Contractor's toll-free County service phone number shall be displayed on the end-user's caller ID each time a call from the Facilities is placed.
- 9.7.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc.
- 9.7.7. Contractor shall configure the ITS, upon detection of a three-way call, forwarded call, conference call, etc. to flag and/or terminate the call immediately as directed by County. These calls shall be flagged in the CDRs as such.
- 9.7.8. At County's direction, Contractor shall configure the ITS to play a message to the inmate and/or the end-user prior to terminating the call.
- 9.7.9. The ITS shall allow the end-user to block their telephone number during the call acceptance process.
- 9.7.10. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 9.7.11. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Exhibit B – Facility Specifications**.

## **9.8. Personal Identification Number Application**

- 9.8.1. The PIN application shall work with the ITS, VVS and Tablet solutions providing all of the features described herein.
  - 9.8.1.1. The ITS, VVS, and Tablet systems shall interface with the Facilities' JMS.
  - 9.8.1.2. The interface(s) shall allow for information to be freely transferred from one system to another. Contractor shall work with the JMS to ensure that PIN and inmate information can be successfully shared by the systems. County shall not be responsible for paying any amount associated with the required interface(s).
  - 9.8.1.3. Inmate information, including the PIN shall be sent to the ITS, VVS, and Tablet systems in real-time using the required interface(s).
  - 9.8.1.4. County currently utilizes a ten (10) digit PIN. The first six (6) digits are generated by the JMS and sent to the ITS via a systems interface and the ITS generates the random four (4) digits that appends to the six (6) digits creating the ten (10) digit PIN.
- 9.8.2. The PIN application shall include all of the following features and functionalities.
  - 9.8.2.1. The capability to provide collect, pre-paid, debit, free and speed dial calling utilizing a ten (10) digit PIN.
  - 9.8.2.2. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
- 9.8.3. The PIN application shall accommodate any/all of the following options for how PINs are received and/or generated by the ITS, VVS and Tablets:
  - 9.8.3.1. JMS generates and sends the complete PIN to the ITS, VVS and Tablets systems. The ITS, VVS and Tablet stores the complete PIN;
  - 9.8.3.2. JMS generates and sends to the ITS, VVS, and Tablet systems an inmate ID along with additional inmate data. The ITS, VVS and Tablet systems store the inmate ID and utilizes the additional inmate data to create the complete PIN; and
  - 9.8.3.3. The ITS, VVS, and Tablet systems accept a manually entered PIN.

- 9.8.4. The ITS, VVS and Tablets shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
- 9.8.5. The interface between the JMS, ITS, VVS and Tablets shall automatically update the status of the PIN based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- 9.8.6. PINS shall not be required for booking/intake phone(s).
- 9.8.7. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facilities.
- 9.8.8. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS, VVS and Tablet system and the user making the change.
- 9.8.9. Should County change Commissary or JMS providers at any point and require an interface with the new provider to accommodate use of PINs, Contractor shall be responsible for all interface costs.
- 9.8.10. Although County does not currently utilize personal allowed number lists, the ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.
  - 9.8.10.1. The quantity of approved telephone numbers within a PAN shall be universally configurable or configured by PIN.
  - 9.8.10.2. The ITS shall be capable of documenting all updates, modifications and/or details for a PAN (e.g. username, modification made, time/date stamp, etc.).
  - 9.8.10.3. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, end-user name, address and relationship to inmate.
  - 9.8.10.4. The ITS shall be capable of auto-enrolling PANs to avoid manual entry.
  - 9.8.10.5. The implementation of PANs for specific inmates does not affect other inmates.

## **9.9. ITS Monitoring, Recording, and Data Requirements**

- 9.9.1. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
- 9.9.2. The ITS shall be able to exclude restricted or privileged calls (attorney-client calls) and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
  - 9.9.2.1. In the event a properly designated do-not-record call or visitation session is recorded, County shall charge Contractor three hundred (\$300.00) dollars in liquidated damages for each instance where the ITS records a restricted or privileged call or visitation session.
  - 9.9.2.2. Should Contractor incur liquidated damages, County, and/or its Designated Agent, shall invoice Contractor. Payment of an invoice for liquidated damages shall be received by County and/or its Designated Agent, within thirty (30) days of Contractor's receipt of invoice.
- 9.9.3. The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- 9.9.4. 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.
- 9.9.5. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 9.9.6. Live monitoring shall allow County to view, at a minimum, the following information in chronological order. Authorized users shall be able pause a live recording while listening and to sort calls in real-time by any/all of the items listed below:
  - 9.9.6.1. Call Start Time;
  - 9.9.6.2. Facility;

- 9.9.6.3. Phone Location Name;
  - 9.9.6.4. Inmate Name;
  - 9.9.6.5. Inmate PIN;
  - 9.9.6.6. Called Number;
  - 9.9.6.7. Called City, State;
  - 9.9.6.8. Call Type;
  - 9.9.6.9. Bill Type;
  - 9.9.6.10. Call Status;
  - 9.9.6.11. Duration; and
  - 9.9.6.12. Voice Verification (if applicable).
- 9.9.7. All CDRs, including all attempted and completed calls, call recordings, and visitation sessions shall be stored online for the life of this Agreement and stored offline for a minimum period of two (2) years following the expiration or termination of this Agreement and any Addenda and/or Amendments.
- 9.9.8. Contractor shall store, and back-up, all CDRs and call recordings/visitation sessions on the Amazon.com Cloud via an S3 storage system.
- 9.9.9. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the life of this Agreement and any renewal terms.
- 9.9.10. Contractor shall pay County liquidated damages in the amount of three hundred (\$300.00) dollars per each instance wherein County suffers one or more lost, unrecoverable or un-useable recording(s). County shall notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. County, and/or its Designated Agent, will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
- 9.9.11. For the term of this Agreement, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
- 9.9.12. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination. The alert feature supports the following:
- 9.9.12.1. Alerts can be setup to notify investigators via email, voice or text;
  - 9.9.12.2. Investigators shall be able to deny, approve or listen to the call;
  - 9.9.12.3. Multiple (up to twenty (20) investigators can monitor/listen to a call at one time);
  - 9.9.12.4. Monitoring does not affect the recording process;
  - 9.9.12.5. The inmate and the end-user shall remain unaware of the monitoring; and
  - 9.9.12.6. The ITS can be configured to require or not require a security code for alerted-call monitoring depending on County's preference.
- 9.9.13. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 9.9.14. 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. The recording/burning process is internal to the ITS platform. The platform also supports the following file types:
- 9.9.14.1. .iso file to allow burning to CDs;
  - 9.9.14.2. Zip file containing .wav files;
  - 9.9.14.3. Individual .wav files; and
  - 9.9.14.4. Individual .mp3 files.
- 9.9.15. If so requested by County, Contractor shall provide onsite storage for call recordings in addition to storage on Contractor's centralized solution.



**9.10. Security**

- 9.10.1. All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Contractor employees shall comply with County's policies and procedures. Entry to the Facilities is subject to the approval of County's Facility Administrator.

**9.11. Training**

- 9.11.1. Contractor shall provide onsite training for ITS, VVS and Tablets 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 shall become the property of County.
- 9.11.2. When requested by County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of the ITS, VVS and/or Tablets.
- 9.11.3. Contractor shall also provide full documentation for all ITS, VVS and Tablet features and documentation for any and all added technology features that resulted from RFP #17-915-013 and this Agreement.

**9.12. Upgrades and Performance Process**

- 9.12.1. Contractor shall provide County with written notice, including detailed information, of any new ITS, VVS and Tablet software upgrades or additional features to be added to either system, within thirty (30) days of the introduction of the new software or features into the industry.
- 9.12.2. Contractor shall provide County with ITS, VVS, and Tablets software upgrades as they become available. All upgrades shall be within one (1) release of the newest operating system and provided to County at no additional cost.
- 9.12.3. Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor. Such liquidated damages will be equal to three hundred (\$300.00) dollars per occurrence. Contractor shall be notified of the total amount due via written notice from County. County, and/or its Designated Agent, will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
- 9.12.4. Contractor shall perform extensive testing on all system changes or upgrades to the ITS, VVS and Tablets prior to introducing them to County. At a minimum, this shall include the following:
- 9.12.4.1. Extensive testing on a system identical to the ITS, VVS or Tablet system at the Facilities;
  - 9.12.4.2. Circuit/network testing;
  - 9.12.4.3. Configuration/setting preservation testing;
  - 9.12.4.4. Interface(s);
  - 9.12.4.5. Remote access functionality;
  - 9.12.4.6. Authorized user access to all ITS, VVS and Tablet user applications; functionality;
  - 9.12.4.7. ITS: call processing, debit/pre-paid availability, international calling;
  - 9.12.4.8. VVS: video visitation session quality and scheduling application, and;
  - 9.12.4.9. Tablets: access to all transactions, applications and applicable purchase processes.
- 9.12.5. Contractor shall provide County with written details regarding any change to voice prompts, dialing or video visitation and Tablet procedures.
- 9.12.6. Contractor shall receive written permission from County, before scheduling or proceeding with any functionality changes to the ITS, VVS or Tablets at the Facilities, especially if the changes will cause an interruption in service.
- 9.12.7. County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facilities of any ITS, VVS and/or Tablet changes that affect the inmates.

- 9.12.8. Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the ITS, VVS and Tablet systems are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with County to implement the changes or upgrades to avoid an interruption in service.
- 9.12.9. Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls and ensure systems are functioning properly.
- 9.12.10. All said changes shall be made by Contractor at no cost to County.

**9.13. VVS and User Application Specifications**

- 9.13.1. County will be offering onsite, site-to-site, and remote video visitation sessions to the inmates and general public. All visits shall be in accordance with the rules and regulations set forth by County.
- 9.13.2. Contractor shall install the number of inmate and visitor video visitation units as identified in **Exhibit B – Facility Specifications**.
- 9.13.3. The VVS shall consist of hardware, firmware and software designed to enable County to initiate, control, record, retrieve and monitor video visitation sessions.
- 9.13.4. The VVS shall 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.
- 9.13.5. The VVS shall provide high-quality audio and video while meeting the industry quality standards.
- 9.13.6. Contractor shall provide County with the number of workstations detailed in **Exhibit B – Facility Specifications**, working real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, a sixty (60) inch flat screen monitor, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
- 9.13.7. If requested by County, the VVS shall allow each Facility to establish an approved visitor list by inmate.
- 9.13.8. County requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.
- 9.13.9. Authorized County users shall be able to create and track trouble tickets through the VVS system. Users can follow the status of any and all requests by reviewing the ticket log.
- 9.13.10. The VVS shall allow authorized users to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations. County shall be able to shut down the VVS via the control's workstations and/or VVS application. The VVS shall allow for the following types of session termination:
  - 9.13.10.1. A single visitation station;
  - 9.13.10.2. The visitation stations in a particular unit;
  - 9.13.10.3. All visitation stations in a specific area; and
  - 9.13.10.4. All visitation stations for the Facilities.
- 9.13.11. 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.
- 9.13.12. Contractor shall have the capability to 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.

- 9.13.13. The VVS shall display upcoming and running visit information on one or multiple monitors and/or stations that automatically refresh.
- 9.13.14. The VVS shall allow County to configure information for display on the visitation stations.
- 9.13.15. The VVS shall display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.
- 9.13.16. The VVS shall allow County to hide assigned visitor station(s) number until the visitor has checked in.

#### **9.14. Registration for the Video Visitation System**

- 9.14.1. Contractor's VVS supports the following methods or options for verification of the visitor's identity to begin the registration process and to schedule a visit:
  - 9.14.1.1. Driver's License (State Issued Identification) Scan;
  - 9.14.1.2. Facial Recognition;
  - 9.14.1.3. Biometric Login; and
  - 9.14.1.4. Voice Biometrics.
- 9.14.2. VVS shall allow County to set the age requirements for visitors during the registration and scheduling process.
- 9.14.3. At minimum, the following fields are mandatory for visitor registration.
  - 9.14.3.1. First Name;
  - 9.14.3.2. Last Name;
  - 9.14.3.3. Driver's License Number; and
  - 9.14.3.4. Date of Birth.
- 9.14.4. The VVS shall require the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration and scheduling process.
- 9.14.5. The VVS shall allow for the general public to access the VVS via a web-based software application to register, schedule, make payment for, conduct or cancel remote video visitation sessions.
- 9.14.6. End-users shall have a camera/audio-ready computer, tablet or mobile device in order to use the VVS for remote visitation sessions. Contractor's VVS shall work with all browsers.
- 9.14.7. Contractor shall provide internet test capability to remote video visitors.
- 9.14.8. Contractor's VVS shall provide a public registration and scheduling module specifically designed for touchscreen lobby kiosks.
- 9.14.9. The VVS stations/kiosks used by visitors shall have the capability to capture pictures of visitors and their IDs and store them within the application for authenticating visitors during visits.
- 9.14.10. The public can register to schedule a video visitation session:
  - 9.14.10.1. On-site sessions can be scheduled through the touchscreen lobby kiosk or by an administrator through the VVS' administrative dashboard; and
  - 9.14.10.2. Off-site session can be schedule through the [www.ncic.com](http://www.ncic.com) allowing the end-user to schedule and pay for a remote visit in real time. The system shall send a notification (email or text) confirming the scheduled visit. The notification shall include a login link that will become active at the appropriate time.

#### **9.15. Scheduling for the Video Visitation Services**

- 9.15.1. VVS shall have a web-based scheduling application allowing visitors (public and professional) for scheduling visits using a standard internet browser and internet connection.



- 9.15.2. The VVS shall have the capability to allow County to establish and manage approved visitor lists for the Facilities, selected housing units, and/or selected inmates.
- 9.15.3. The VVS shall have the capability to:
  - 9.15.3.1. Allow County to schedule visits for a particular inmate, station, and date and time; and
  - 9.15.3.2. Schedule a "no visitations" event with customizable durations for an inmate, station, station group, and/or housing unit.
- 9.15.4. The VVS shall be capable of allowing County to create the following restrictions with customizable durations:
  - 9.15.4.1. Restrict a visitor from visiting certain inmate(s);
  - 9.15.4.2. Restrict an inmate from visiting a minor;
  - 9.15.4.3. Restrict an inmate from visiting ALL visitors;
  - 9.15.4.4. Restrict a visitor from visiting ALL inmates;
  - 9.15.4.5. Restrict an inmate from having remote video visits (onsite video visits only);
  - 9.15.4.6. Restrict an inmate from visiting at the same time as another inmate; and
  - 9.15.4.7. Restrict a visitor from visitation at the same time as another visitor.
- 9.15.5. The VVS shall allow County to designate a visitor as being an attorney (or other professional) type of visitor.
- 9.15.6. Contractor's VVS shall:
  - 9.15.6.1. Allow for public and attorney (or other professional) type scheduling available in Spanish;
  - 9.15.6.2. Have the capability to allow County staff to schedule visits on behalf of visitors, either for onsite or remote video visits;
  - 9.15.6.3. Be configurable to allow different scheduling rules for County staff scheduling visits versus public scheduling remote video visits;
  - 9.15.6.4. Have the capability to allow County staff to conduct an unscheduled visit where the inmate and visitor's information is not required;
  - 9.15.6.5. Have the capability to allow for smart phone scheduling;
  - 9.15.6.6. Have a public scheduling module specifically designed for touchscreen lobby kiosks; and
  - 9.15.6.7. Allow inmates to review scheduled and/or pending visits from in-pod kiosks.
- 9.15.7. Contractor's VVS shall allow visitors to login using their unique visitor ID, email address and password, or ID card reader to scan driver's license(s).
- 9.15.8. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing units.
- 9.15.9. The VVS shall have the capability to automatically cancel all visits associated with an inmate if the inmate gets released.
- 9.15.10. The VVS shall be capable of sending the general public an email notification or a text message confirming the scheduled or canceled visit.
- 9.15.11. Contractor's automatic-scheduler feature shall block visits thirty (30) minute increments and shall not allow for conflicts. If an inmate is moved, the scheduling system shall automatically assign a new video visitation unit in the area the inmate is moved to. If no video visitation units are available in the inmate's new location, the visit shall be canceled, and the end-user notified.
- 9.15.12. The VVS shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - 9.15.12.1. Inmate ID number;
  - 9.15.12.2. Inmate name;

- 9.15.12.3. Visitor name;
- 9.15.12.4. Date and time of visit;
- 9.15.12.5. Inmate video visitation station; and
- 9.15.12.6. Daily, weekly and monthly visit statistics.

9.15.13. The VVS shall provide individual profile pages for each inmate and visitor allowing County to:

- 9.15.13.1. Review and edit visitor/inmate general information;
- 9.15.13.2. Review visitation history;
- 9.15.13.3. View and download visitation detail records and recordings;
- 9.15.13.4. Review warrant check results;
- 9.15.13.5. Create, edit, and remove restrictions;
- 9.15.13.6. Create, edit, and remove events; and
- 9.15.13.7. Create, edit, and remove approved visitors/inmates.

#### **9.16. VVS Monitoring, Recording, and Data Requirements**

- 9.16.1. The VVS shall permit County to fully record and monitor all video visitation sessions from any video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- 9.16.2. The VVS shall automatically start each video visit at the designated start time.
- 9.16.3. The VVS shall allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- 9.16.4. The VVS shall have the following capabilities:
  - 9.16.4.1. To 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, and if the visit will count against the inmate's visitation quota;
  - 9.16.4.2. The system shall automatically attempt to reconnect stations if connectivity is lost; and
  - 9.16.4.3. Allow authorized County users to limit the number of simultaneous remote video visits.
- 9.16.5. The VVS shall support the following functions:
  - 9.16.5.1. Stop, pause and restart any running visit;
  - 9.16.5.2. Allow County to enter comments or add notes to a visit;
  - 9.16.5.3. Allow for station reassignment during any running visit; and
  - 9.16.5.4. Allow for visitation time extension during any running visit.
- 9.16.6. The VVS shall allow County to customize the number of visits per the monitoring screen and the page rotation duration.
- 9.16.7. The VVS shall have the capability to allow County to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor. The VVS shall include an alert system that will detect visits made by a particular inmate or visitor.
- 9.16.8. The VVS shall display an onscreen countdown clock timer on the inmate and the visitor stations.
- 9.16.9. The VVS shall have the capability to display "picture-in-picture" on the inmate and visitor stations.
- 9.16.10. The VVS requires attorney and other privileged individuals to pre-register for the VVS to ensure attorney or other professional-type visits shall not be recorded or monitored.
- 9.16.11. The VVS shall have the capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.

- 9.16.12. The VVS shall have the capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
- 9.16.13. The VVS shall have an audit trail with the capability to track users who have viewed and/or downloaded the recording files(s).

**9.17. VVS Interface and Storage**

- 9.17.1. The VVS shall be interfaced with County's JMS/ITS, at no cost to County. County shall not be responsible for paying any amount(s) associated with the required interface(s).
- 9.17.2. The VVS shall have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
  - 9.17.2.1. Identification number;
  - 9.17.2.2. Name;
  - 9.17.2.3. Date of birth;
  - 9.17.2.4. Social security number;
  - 9.17.2.5. Gender;
  - 9.17.2.6. Ethnicity;
  - 9.17.2.7. Driver's license number;
  - 9.17.2.8. Inmate visited;
  - 9.17.2.9. Relationship to inmate;
  - 9.17.2.10. Date of last visit;
  - 9.17.2.11. Home address (physical address); and
  - 9.17.2.12. Telephone number.
- 9.17.3. County requires Contractor to store video visitation sessions online for ninety (90) days.
- 9.17.4. The VVS shall store all video visitation sessions offline for the life of the Agreement plus two (2) years after the termination of the contract.
- 9.17.5. The VVS shall comprehensively record all video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 9.17.6. The VVS shall copy the recorded sessions to any storage device; thumb drive, DVD, or internal hard drive. The copy function is internal to the VVS system.

**9.18. Tablets and User Application Specifications**

- 9.18.1. Tablets shall interface with County's JMS, commissary, ITS, and/or VVS, at no cost to County. County shall not be responsible for paying any amount(s) associated with the required interface(s).
- 9.18.2. Tablets shall be configured to only allow inmates access to the services and applications approved by County. Additional applications shall be mutually agreed upon by County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets shall communicate with preapproved applications and servers only.
  - 9.18.2.1. Any additional application(s) implemented without County's express written consent, which are accessible via Tablets, shall result in Contractor incurring liquidated damages in the amount of three hundred (\$300.00) dollars per day per application, from the date the additional application(s) were first implement through the date the unapproved additional application(s) were discontinued.
  - 9.18.2.2. In the event an inmate(s) gains access to external applications, Contractor shall incur liquidated damages in the amount of five hundred (\$500.00) dollars per inmate per instance of access to external applications.
  - 9.18.2.3. Should Contractor incur liquidated damages, County, and/or its Designated Agent, shall invoice Contractor. Payment of an invoice for liquidated damages shall be received by County and/or its Designated Agent, within thirty (30) days of Contractor's receipt of invoice.

- 9.18.3. Tablets shall fully interface with County's JMS and/or commissary provider, allowing inmates to access inmate Tablet services utilizing their existing unique inmate PIN at no cost to County.
- 9.18.4. County reserves the right to change its JMS and commissary provider. In the event County makes a change in the JMS and/or commissary provider, Contractor shall work with the new JMS and/or commissary provider to establish the necessary interface to ensure the continued functionality of the inmate Tablets at no cost to County.
- 9.18.5. Contractor shall provide County with remote access to Tablets at no cost to County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered.
- 9.18.6. The Tablet system shall allow authorized County personnel to disable and/or shut off services to a single Tablet or group of Tablets based on the user level and password, and not interrupt other Tablets.
- 9.18.7. Contractor's cloud-based network shall allow inmates to use any Tablet to access their permitted content. Applications shall not be loaded on the tablets to avoid loss of data if a Tablet is broken or misplaced. Tablets shall only work with Contractor's system and only County approved applications shall be provided. Tablets shall contain an array of services, including, but not limited to the following:
- 9.18.7.1. Email application (outgoing messages only);
  - 9.18.7.2. Text messaging applications, if requested by County;
  - 9.18.7.3. Debit purchases;
  - 9.18.7.4. Commissary web-ordering and trust account access;
  - 9.18.7.5. Grievance filing system with appeal option and resolution tracking;
  - 9.18.7.6. PREA filing system;
  - 9.18.7.7. Suicide alerts;
  - 9.18.7.8. Medical request and scheduling system;
  - 9.18.7.9. Maintenance request email;
  - 9.18.7.10. Inmate notices and bulletins;
  - 9.18.7.11. ITS calls using Contractor's ITS at the same rates as using ITS calling rates;
  - 9.18.7.12. Approved games;
  - 9.18.7.13. Approved video and movies;
  - 9.18.7.14. Approved books;
  - 9.18.7.15. Access to court dates and bonding information;
  - 9.18.7.16. Facility's PDF documents;
  - 9.18.7.17. Inmate handbook;
  - 9.18.7.18. Weather, news, sports;
  - 9.18.7.19. Educational resources; and
  - 9.18.7.20. Unlimited access to a Law Library.
- 9.18.8. Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
- 9.18.9. The reports shall be available to County from all workstations and remote access computer depending on the user's access level.
- 9.18.10. Within ninety (90) days following the Effective Date of this Agreement, Contractor shall implement revenue-generating entertainment options, which shall include, but not be limited to, media streaming, games, movies, eBooks, Netflix, etc.
- 9.18.10.1. All entertainment offerings shall be suitable for a correctional environment;
  - 9.18.10.2. Contractor shall only implement County approved applications and entertainment options;
  - 9.18.10.3. County and Contractor shall mutually agree on the rates and fees associated with the revenue-generating applications. Such rates and fees shall be documented in an amendment to this Agreement; and



9.18.10.4. County reserves the right to modify the rates, and fees associated with the entertainment options at any time during the term of this Agreement.

9.18.11. Tablets shall be capable of restricting inmate usage to the specific Facility and/or housing unit to which the inmate is assigned.

#### **9.19. Additional Technology Requirements**

9.19.1. **Booking Kiosks:** County requires Contractor to provide booking kiosks at each Facility to allow inmates to deposit funds into the trust account during the booking process. Booking kiosks and any required interfaces/integration shall be at no cost to the County.

9.19.1.1. Booking kiosks shall be:

9.19.1.1.1. Tamper resistant and suitable for a correctional environment;

9.19.1.1.2. Fully integrated with County's JMS;

9.19.1.1.3. Capable of providing receipts with immediate balances;

9.19.1.1.4. Capable of providing an audit trail;

9.19.1.1.5. Capable of accepting cash, coin and credit/debit deposits;

9.19.1.1.6. Capable of taking a photo of the inmate for record purposes;

9.19.1.1.7. Capable of biometric enrollment of inmates by fingerprint or facial recognition technology if desired and requested by County; and

9.19.1.1.8. Capable of loading a debit card for inmate checkout/release if desired by County.

9.19.1.2. Deposits made through the booking kiosks are specified in Exhibit C – Rates, Fees and Revenue Share.

9.19.1.3. Contractor shall provide all collection services, maintenance, and accounting for funds deposited through the booking kiosks. Contractor shall provide County requested reports to assist County to reconcile all transactions via the booking kiosks.

9.19.2. **Lobby Payment Kiosks:** County requires Contractor to provide lobby payment kiosks at each Facility for use by visitors at the Facilities. The kiosk payment services shall include, but not be limited to, deposits made into an inmate trust account, commissary, pre-paid collect or debit account. Lobby payment kiosks and any required interfaces/integration shall be at no cost to the County.

9.19.2.1. Contractor shall adhere to the fee schedule listed in Exhibit C — Rates, Fees and Revenue Share and shall not modify deposit fees without the written consent from County.

9.19.2.2. Contractor shall provide all collection services, maintenance, and accounting for funds deposited through the lobby payment kiosks. Contractor shall provide County requested reports to assist County to reconcile all transactions via the lobby payment kiosks.

9.19.3. **Scheduling Kiosks:** Contractor shall provide a touchscreen lobby scheduling kiosk at each Facility to allow the public to register, schedule and pay (if applicable) for both standard and video visitation sessions. The kiosks shall include an ID card reader capable of reading a magnetic stripe or 3-D bar code for any state-issued ID. The ID data shall populate the VVS with the date, date of birth, address and ID number of the visitor. The kiosks shall be provided to County at no cost.

9.19.4. **Commissary ordering via the ITS:** Contractor shall provide commissary ordering via the ITS at no cost to County. Contractor is responsible for all costs associated with creating an interface with the Commissary provider. Contractor shall accept County's direction in establishing the parameters for inmate commissary ordering, such as days and times when orders are accepted or limiting the number of commissary orders per inmate by day or by order period. Commissary ordering shall also be available through the Tablet solution.

9.19.5. **Continuous Voice Biometrics:** Contractor shall provide County with a secure continuous voice biometric technology which shall include integrated investigative and reporting tools designed to assist in the discovery of actionable intelligence.

9.19.5.1. Contractor's biometric voice technology shall:

- 9.19.5.1.1. Automatically create voice prints without a formal enrollment process;
- 9.19.5.1.2. Identify PIN sharing events;
- 9.19.5.1.3. Query call records by voice;
- 9.19.5.1.4. Create voice prints on request; and
- 9.19.5.1.5. Link end-users by voice.

9.19.5.2. Continuous Voice Biometrics shall be provided to County at no cost.

9.19.6. **Transcription and Keyword Search Technology:** Contractor shall supply County with a third-party voice-to-text technology. Fees associated with this technology are specified in **Exhibit C — Rates, Fees and Revenue Share**. At minimum, the technology shall allow for keyword search and automatic call transcription.

9.19.7. **External Automated Voicemail Messaging:** Contractor's ITS shall allow inmates to receive up to 2-minute voicemails. County will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging.

9.19.7.1. The ITS shall record and store all messages. All recordings shall be maintained as described in **Section 10.9 – ITS Monitoring, Recording, and Data Requirements**.

9.19.7.2. The voicemail services shall preserve the call controls configured in the ITS.

9.19.7.3. Voicemail rates and revenue share are defined in **Exhibit C – Rates, Fees and Revenue Share**.

9.19.8. **Internal Automated Voicemail Messaging:** Contractor shall provide an internal automated voicemail messaging feature which shall allow staff to leave a voicemail message to an inmate, a group of inmates or the whole Facility as well as allow inmates to leave a message for staff to request medical/dental, PREA, crime tips, telephone complaints, grievance, etc. The ITS shall:

9.19.8.1. Record and store all internal voicemail messages;

9.19.8.2. Record the date and time a message was recorded, listened to, and what user listened and responded; and

9.19.8.3. Mailboxes associated with PREA or crime tips shall have access limited to authorized staff with the proper role and security level as granted by the Jail Administrator.

9.19.9. **Cell Phone Detection:** At no cost to County, Contractor shall provide cell phone detection technology at each of the Facilities. Contractor shall supply two (2) CellSense devices which shall detect the presence of contraband devices in both the powered on and off mode. Contractor shall be responsible for the maintenance and repair of the devices at no cost to County. Ownership of the CellSense devices shall become County's property upon termination and/or expiration of this Agreement.

**Debit-Release Cards:** Contractor shall provide the hardware and software for debit-release cards wherein the remainder of the inmate's unused trust funds are transferred to a debit card upon the inmates' release. Each debit card shall be supplied in an individual envelope with instructions (English and Spanish) detailing the terms and conditions of the debit card. The balances of the inmate trust account shall be loaded to the individual debit release card by way of the booking kiosk or a card swipe. Contractor shall be responsible for supplying a sufficient inventory on site at each of the Facilities and shall deliver additional debit release cards upon County's request. County shall not be responsible for any costs associated with the debit-release cards. The weekly maintenance fee is specified in **Exhibit C — Rates, Fees and Revenue Share**.

## EXHIBIT B— FACILITY SPECIFICATIONS

FACILITY SPECIFICATIONS		
Data Category	Placerville Jail 300 Fair Lane Placerville, CA 95667	South Lake Tahoe Jail 1360 Johnson Blvd. #100 South Lake Tahoe, CA 96150
ADP:	271	125
Number of Beds:	303	158
Call Time Limit:	15 minutes	15 minutes
Hours of Availability for Inmate Telephones:	7AM to 11PM Daily	7AM to 11PM Daily
Hours of Availability for Booking Telephones:	24/7	24/7
Inmate Telephones Required:	31	23
Required Cord Length (Inmate Telephones):	18"	18"
Visitation Telephones Required:	16 booths (32 phones)	8 booths (16 phones)
Required Cord Length (Visitation Telephones):	12" inmate / 24" visitor	12" inmate / 24" visitor
Portable/Cordless Phones Required:	1	1
TDD Devices Required:	1	1
VRS Units Required:	1	1
Lobby Visitation Scheduling and Payment Kiosk:	1	1
Booking Kiosk:	2	2
Number of Visitor Video Visitation Units:	3	2
Number of Inmate Video Visitation Units:	15	10
Tablets (one-to-one):	265	95
Portable Tablet Chargers:	2	1
Video Visitation Workstation:	1	1

### EXHIBIT C—RATES, FEES, AND REVENUE SHARE

ITS CALLING RATES	Effective: Dec. 19, 2017 through Dec. 31, 2021			Effective: January 1, 2022		
	Collect	Pre-Paid Collect	Debit	Collect	Pre-Paid Collect	Debit
Local	\$0.25	\$0.21	\$0.21	\$0.07	\$0.07	\$0.07
Intralata/Intrastate	\$0.25	\$0.21	\$0.21	\$0.07	\$0.07	\$0.07
Interlata/Intrastate	\$0.25	\$0.21	\$0.21	\$0.07	\$0.07	\$0.07
Interlata/Interstate	\$0.25	\$0.21	\$0.21	\$0.25	\$0.21	\$0.21
Domestic Intl. (US Territories)	\$0.25	\$0.21	\$0.21	\$0.25	\$0.21	\$0.21
International (excl. US Territories)	N/A	N/A	\$0.75	N/A	N/A	\$0.75
ITS REVENUE SHARE	53%			10%		

ITS REQUIRED FEES	Effective: Dec. 19, 2017 through Oct. 6, 2021		Effective: Oct. 7, 2021	
	Amount		Amount	
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via IVR or Web):	\$3.00		\$0.00	
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Live Representative):	\$5.95		\$0.00	
Pre-Paid Funding Fee in as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Cash or Check):	\$0.00		\$0.00	
Pre-Paid Funding Fee as defined in Section 7.5 – ITS Revenue Share, Payment, and Reporting (via Third Party):	No Markup		No Markup	
MoneyGram:	\$4.99		\$4.99	
Western Union:	\$6.50		\$6.50	
Other Third Party:	\$0.00		\$0.00	
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)		Varies (100% Pass-Through/No Markup Allowed)	
All Other Fees:	Not Allowed		Not Allowed	



ADDITIONAL TECHNOLOGY FEES		Effective: Dec. 19, 2017 through Dec. 31, 2021	Effective: January 1, 2022
Fee Name		Amount	Revenue Share
Voice Biometrics (Continuous)	\$0.00	N/A	Revenue Share
Internal Automated Voicemail	\$0.00	N/A	N/A
External Automated Voicemail (inbound only)	\$1.00	53%	N/A
Debit Release Cards	\$2.00/weekly maintenance	N/A	10%
Lobby Payment Kiosk	\$2.95 + 5% credit/debit; \$2.95 cash	N/A	N/A
Lobby Visitation Scheduling Kiosk	\$0.00	N/A	N/A
Booking Kiosk	\$2.95 + 5% credit/debit; \$0.00 cash	N/A	N/A
Cell Phone Detection	\$0.00	N/A	N/A
Commissary Ordering via ITS	\$0.00	N/A	N/A
Key Word Search	\$0.00	N/A	N/A

VIDEO VISITATION REQUIRED RATES		
Fee Name	Amount	Revenue Share
30-Minute Remote Video Visitation Session (After 90 day Trial Period):	\$0.20 per minute	25%
All Other Fees:	Not Allowed	

TABLETS/KIOSK FEES		Effective: Dec. 19, 2017 through Dec. 31, 2021	Effective: January 1, 2022
Fee Name	Fee Amount	Revenue Share	Revenue Share
Inmate Services (handbook, notifications, etc.)	\$0.00	N/A	N/A
ITS Wireless Calling Rates (via Tablets)	Approved ITS calling rates	53%	10%
Electronic Text Messages	\$0.25 per message	20%	25%
Video Messages	\$0.35 per message	20%	25%
Giphy Messages	\$0.05 per attachment	20%	25%
Commissary Ordering (Keefe)	\$0.00	N/A	N/A
Inmate Grievance Filing	\$0.00	N/A	N/A
Entertainment – Games	TBD when implemented	20%	20%
Entertainment – Music	TBD when implemented	20%	20%
Entertainment - Movies	TBD when implemented	20%	20%
eBooks	TBD when implemented	20%	20%
Replacement Headphones (First pair to be provided at no cost)	\$2.00	N/A	N/A
Replacements for Defective Earbuds	\$0.00	N/A	N/A
Educational Programs	\$0.00	N/A	N/A
Law Library	\$0.00	N/A	N/A

## EXHIBIT D – SERVICE ESCALATION MATRIX

### NCIC SUPPORT ESCALATION REFERRAL LIST

- Send an e-mail to the Domestic Customer Support Group at [support@ncic.com](mailto:support@ncic.com). Please include company name with your question.
- Call 1-903-757-4455 to speak with a Customer Service Representative from 8:00am – 5:00pm Central Standard time
- For an after hours emergency, please dial 1-903-757-4455, ext. 1014
- End user billing inquiries and prepaid account set-up information 1-800-943-2189

#### Local Support

Name: Mark Edgecombe  
Address: 30329 Calle La Reina, Bonsall, CA 92003  
Email address: [mark.edgecombe@ncic.com](mailto:mark.edgecombe@ncic.com)  
Office: 903-757-4455 Cell: 760-405-7879

#### Customer Support Group

##### Level 1

Client Service Administrator 1-888-686-3699, or  
Luisa Rios 1-903-757-4455 ext 1028  
[Luisa.Rios@ncic.com](mailto:Luisa.Rios@ncic.com)

##### Level 2

Client Services Director 1-888-686-3699, or  
Randy Polk 1-903-757-4455 ext 1020  
[randy.polk@ncic.com](mailto:randy.polk@ncic.com)

##### Level 3

Director of Sales 1-888-386-6775, or  
Frances Schultz 1-210-414-7000  
[Frances.schultz@ncic.com](mailto:Frances.schultz@ncic.com)

##### Level 4

Technical Support 1-888-686-3699, or  
Michael Reithmeier 1-903-757-4455 ext 1022  
[Michael.reithmeier@ncic.com](mailto:Michael.reithmeier@ncic.com)

##### Level 5

President 1-888-686-3699, or  
Bill Pope 1-903-757-4455 ext 1001  
[bill.pope@ncic.com](mailto:bill.pope@ncic.com)

## (NCIC INMATE COMMUNICATIONS)

### Exhibit E

### California Levine Act Statement

#### California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_ YES      X   NO

If yes, please identify the person(s) by name:


Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

\_\_\_\_\_ YES      X   NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

09/23/2024  
Date

  
Signature of authorized individual

NCIC Inmate Communications  
Type or write name of company

William L. Pope  
Type or write name of authorized individual