

IMPERIAL COUNTY SHERIFF'S OFFICE  
INMATE TELEPHONE AND ANCILLARY SERVICES AGREEMENT

Telmate, LLC with its principal place of business located at 655 Montgomery St., 18<sup>th</sup> Floor, San Francisco, CA 94111 ("ITSP"), and Imperial County Sheriff's Office, with its principal place of business at 328 Applestill Road, El Centro, CA, 92243 ("Customer"), hereby agree to execute this Inmate Telephone and Ancillary Services Agreement ("Agreement"), effective June 1, 2015 ("Effective Date").

**1. AGREEMENT**

- 1.1 Customer grants ITSP the exclusive right and privilege to install and operate all inmate and standard visitation telephones, video visitation stations, kiosks, related equipment and services at Customer's Facilities specified in **Attachment B** of this Agreement. ITSP shall, at no cost to Customer, provide all inside wiring for the Inmate Telephone System ("ITS"), an Inmate Kiosk Solution inclusive of a Video Visitation System ("VVS"), electronic messaging and other inmate services and applications approved by Customer ("Kiosks"), lobby kiosks and intake kiosks. ITSP shall install the telephones, video visitation stations, lobby kiosks and intake kiosks and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid, debit and free calls, voicemails, standard visitation sessions, video visitation sessions and other inmate kiosk transactions (to include, but not be limited to, commissary purchasing, information look-up, incoming and outgoing electronic messaging, inmate grievances, etc.) pursuant to the terms set forth herein.

**2. TERM**

- 2.1 This Agreement shall commence upon the Effective Date shown above and remain in force for an initial term of 3 years, with an expiration date of May 31, 2018 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. However, Customer, at its sole option, shall have the right to renew this Agreement for 2 additional 1-year terms, with 30 days written notice to ITSP prior to expiration of the Initial Term of this Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

**3. ITSP RESPONSIBILITIES**

- 3.1 ITSP shall agree to all terms and conditions set forth in this Agreement, and ITSP shall agree to the specifications, including but not limited to, the features and functionalities of the ITS, VVS, Kiosks and related equipment specified in **Attachment A**.
- 3.2 Customer may designate third party consultants in the management of the day-to-day operations on Customer's behalf ("Designated Agent") of the ITS, VVS, Kiosks and related equipment. ITSP shall follow the Customer's direction in working with such Designated Agent and cooperate with the Designated agent including following instructions found in this Agreement for the operation of the ITS, VVS and Kiosks and related equipment.

**4. SURETY BOND**

- 4.1 Within 15 calendar days after the execution of this Agreement, and prior to any installation work or equipment delivery, ITSP 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, and payable to Customer.
- 4.2 The Surety Bond must be made payable to Customer in the amount of \$50,000.00 and will be retained during the full term of this Agreement and any renewal terms. Personal or company checks are not acceptable. The dates of performance must be specified on the Surety Bond.

In the event Customer renews this Agreement, ITSP shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

4.4 The documents enumerated in Paragraph 13.1 shall be sent to the following:

County of Imperial  
Risk Management Department  
940 Main Street, Suite 101  
El Centro, CA 92243

and

County of Imperial  
Purchasing Department  
1125 Main Street  
El Centro, CA 92243

## 5. MINIMUM ANNUAL GUARANTEE

5.1 ITSP shall pay Customer a Minimum Annual Guarantee (“MAG”) Payment of **\$180,000.00** for each year of this Agreement and prorated for partial years, if applicable. Such MAG payments shall be paid in upfront quarterly payments to Customer and due according to the quarterly MAG payment schedule below. For each year of the Agreement, ITSP and Customer shall track the cumulative sum of monthly commissions which shall be calculated on Gross Revenue and as defined in **Section 6 – Compensation** of the Agreement. Should the cumulative sum of reported commissions for that Agreement year exceed the MAG Payment amount, ITSP shall pay Customer **60%** commission on Gross Revenue generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1**. Any commissions in excess of the MAG Payment amount due Customer or its Designated Agent shall be payable in May of each Agreement year and shall follow **Section 10. - Payment and Reporting**.

Quarterly MAG Payment Schedule		
Period	Amount	Payment Due Date
June 2015 – August 2015	\$45,000	July 15, 2015
September 2015 – November 2015	\$45,000	October 15, 2015
December 2015 – February 2016	\$45,000	January 15, 2016
March 2016 – May 2016	\$45,000	April 15, 2016
June 2016 – August 2016	\$45,000	July 15, 2016
September 2016 – November 2016	\$45,000	October 15, 2016
December 2016 – February 2017	\$45,000	January 15, 2017
March 2017 – May 2017	\$45,000	April 15, 2017
June 2017 – August 2017	\$45,000	July 15, 2017
September 2017 – November 2017	\$45,000	October 15, 2017
December 2017 – February 2018	\$45,000	January 15, 2018
March 2018 – May 2018	\$45,000	April 15, 2018

## 6. COMPENSATION

6.1 ITSP shall pay Customer **60%** commission on Gross Revenue generated by and through the ITS for all local, Intralata/Intrastate, Interlata/Intrastate and International calls. ITSP shall pay Customer **0%** commission on Gross Revenue generated by and through the ITS for all Intralata/Interstate and Interlata/Interstate calls. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP that are in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, pre-paid and debit local, Intralata/Intrastate, Interlata/Intrastate, Intralata/Interstate, 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 ITSP.

- 6.2 ITSP shall pay Customer **\$0.03** per completed transaction for all Gross Revenue generated by and through the Kiosks for the inmate electronic messaging feature. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP that are in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all fees, any additional fees and/or charges generated through the Kiosks for incoming and outgoing electronic messaging charged to the end-user or inmate or any other compensation received by ITSP.
- 6.3 ITSP shall pay Customer **25.0%** commission on Gross Revenue generated by and through the VVS for all completed remote video visitation sessions and all onsite video visitation sessions exceeding the specified number of free sessions per week, per inmate. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP and in any way connected to the provision of VVS pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total charged to visitors for the completion of all remote video visitation sessions, all onsite video visitation sessions exceeding the specified number of free sessions per week, per inmate, or any other compensation received by ITSP.
- 6.3.1 All video visitation sessions will be in accordance with the rules and regulations set forth by Customer. ITSP shall allow 2 free onsite video visitation sessions per inmate, per week or as otherwise designated by the Customer. All onsite video visitation sessions exceeding the specified number of free sessions per inmate, per week shall be charged by ITSP to the visitor at the per minute rate as specified in **Attachment C**. All remote video visitation sessions shall be charged by Contractor to the visitor at the per minute rate as specified in **Attachment C**.
- 6.3.2 Should ITSP and Customer agree to implement additional inmate services through the VVS, other than those identified in this Agreement, ITSP and Customer shall mutually agree on all additional inmate services to be implemented, associated fees for each of the additional inmate services, and the commissions ITSP shall pay to Customer for Gross Revenues generated from the additional inmate services. All additional inmate services shall be added to this Agreement through a written Amendment executed by both parties.
- 6.4 ITSP shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls/transactions, bad debt, uncollectible calls/transactions, taxes, fraudulent calls/transactions, LEC adjustments, or any other ITSP expenses.
- 6.5 All commissions are payable as identified in **Section 10 - Payment and Reporting**.
- 6.6 Any additional fees, aside from those specified in this Agreement, to be added to the end-user's bill or paid by the end-user (including those associated with funding an account with ITSP or third party) for inmate telephone calls, voicemails, electronic messages and video visitation sessions from the Facilities must be approved by Customer prior to implementation.
- 6.7 Any additional charges/fees implemented without Customer's express written consent shall incur a fine of \$350.00 per day from the date the additional charges/fees are first added through the date the charges charges/fees are discontinued.
- 6.8 Customer shall promptly notify ITSP of any unapproved additional fees and/or charges of which Customer becomes aware of and shall provide ITSP with an invoice for the total fine due, for which ITSP shall remit payment to Customer within 30 days.
- 6.8.1 Customer and ITSP shall mutually agree whether or not the charges/fees are to remain:
- 6.8.1.1 Should Customer and ITSP mutually agree that the charges/fees are to remain, Customer and ITSP shall mutually agree upon a compensation structure which will follow **Section 10 - Payment and Reporting**.
- 6.8.1.2 Should Customer and ITSP mutually agree that the charges/fees are to be discontinued, ITSP shall refund, within 30 days, each end-user and/or inmate for the unapproved charges/fees from the date the charges/fess were implemented until the date the charges/fees were discontinued.

- 6.9 Notwithstanding the foregoing, Gross Revenue does not include:
- 6.9.1 Pre-Paid Funding fees. All pre-paid funding fees are a part of Gross Revenue, but shall be excluded from commissioning. Pre-paid funding fees are defined as fees imposed on called parties who set up and/or fund a pre-paid account (for use with ITS, VVS and Kiosks) with ITSP to complete calls, voicemails, video-visitation sessions and electronic messages. All pre-paid fees must be approved by Customer and are subject to the penalty defined above if not approved by Customer in advance. The amount of the funding fees approved by Customer are specified in **Attachment C**.
- 6.10 A "Free" call shall be defined as a call not generating any revenue or compensation for the ITSP. Calls to telephone numbers that appear on the free call list supplied by the Customer shall not generate revenue or compensation for ITSP and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. In the event ITSP receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Customer. Revenue that otherwise would have been generated by identified unauthorized free calls shall be included in Gross Revenue and commissionable to Customer in accordance with **Section 10. – Payment and Reporting**. Customer reserves the right to enter a free number in the ITS as deemed appropriate by Customer and without the assistance of ITSP.
- 6.11 "Free" ancillary transactions shall be defined but not limited to video visitation sessions and/or electronic messages not generating any revenue or compensation for the ITSP. Video visitation sessions and/or electronic messages designated to be free by the Customer shall not generate revenue or compensation for ITSP and shall not be commissionable to Customer. Only those video visitation sessions and/or electronic messaging designated as free by the Customer shall be marked as "Free" in the VVS and Kiosks and designated as such in the Traffic Detail Records. In the event ITSP receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session and/or electronic message, such revenue shall be included in Gross Revenue and commissionable to Customer. Revenue that otherwise would have been generated by identified unauthorized free video visitation sessions and/or electronic messages shall be included in Gross Revenue and commissionable to Customer in accordance with **Section 10. – Payment and Reporting**. Customer reserves the right to designate a video visitation session and/or electronic message as free in ITSP's system as deemed appropriate by Customer and without the assistance of ITSP.
- 6.12 Complimentary calls associated with ITSP's pre-paid collect program are not commissioned and shall be limited to 1, 60-second call per unique telephone number per month. Complimentary calls shall be designated as such in the Call Detail Records.
- 6.13 Calls are deemed to be complete, and considered part of Gross Revenue (as described above), when a connection is made between both parties, whether such connection is established by positive acceptance or by live or automated machine pick-up if the ITS considers a tone from an answering machine, voicemail etc. as acceptance. The call shall be complete and commissionable regardless if ITSP can bill or collect revenue on the transaction.
- 6.14 A video visitation session is deemed to be complete, and considered part of Gross Revenue (as described above), when a connection is made between both parties. The video visitation session shall be complete and commissionable regardless if ITSP can bill or collect revenue on the transaction.
- 6.15 An electronic message shall be deemed to be complete and part of Gross Revenue (as described above) upon the transfer of funds by the end-user to Contractor, receipt of messages by ITSP for processing to the Kiosks and sending an outgoing message by the inmate through the Kiosk.
- 6.16 ITSP is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services, transactions and items provided to the inmates. This includes all taxes as applicable for collect, pre-paid, debit calls and voicemails, video visitation sessions, electronic messaging and any other calls or services provided.
- 6.17 It is expressly understood that Customer is not responsible in any way, manner or form for any of ITSP'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 ITSP's services under this Agreement.

- 6.18 A pre-paid transaction includes, without limitation, a call completed by using a pre-paid account which has been pre-paid by any person or entity by any method of payment.
- 6.18.1 Commission for pre-paid calls shall be based upon total Gross Revenues, as specified above, generated from pre-paid calls and is payable under **Section 10 – Payment and Reporting**.
- 6.19 Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage and is payable under **Section 10 – Payment and Reporting**.
- 6.19.1 On or before the 5<sup>th</sup> business day following the month of traffic, ITSP shall submit a monthly invoice, and a corresponding usage report, to Customer and/or its Designated Agent for the full amount of the debit usage (less any issued credits/adjustments) for the prior traffic month.
- 6.20 ITSP agrees that Customer will not bear any responsibility for unbillable, uncollectible or fraudulent transactions. No monies shall be deducted from Gross Revenue or Customer's commissions for unbillable, uncollectible or fraudulent transactions.
- 6.21 ITSP shall impose a collect call threshold minimum of **\$100.00** per each unique telephone number per month. ITSP shall not alter the collect threshold amount without Customer's prior written approval.

## 7. FINANCIAL INCENTIVE

- 7.1 ITSP shall pay Customer a Financial Incentive of **\$75,000.00** payable and due within 10 days of the execution of this Agreement. The Financial Incentive payment is not included in the MAG payment described in **Section 6. Minimum Annual Guarantee**.

## RATES

- 8.1 Both parties have mutually agreed upon the rates and fees for inmate telephone calls, voicemails, video visitation sessions and electronic messages ("Rates") as specified in **Attachment C**. Rates shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the end-user or inmate, excluding taxes and regulatory charges. Any and all charges and/or fees for all local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit calls, electronic messages and video visitation sessions are specified in **Attachment C**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.
- 8.2 Before any increases or decreases are implemented for the Rates under this Agreement, ITSP shall submit a written request to receive Customer's approval. Customer shall provide written notice of approval or disapproval.
- 8.2.1 Should ITSP decrease the Rates without the express written approval of Customer, the ITSP shall be responsible for paying commission on the Gross Revenue as defined in **Section 6. - Compensation** of this Agreement calculated by applying the Rates prior to the unapproved change.
- 8.2.2 Should ITSP increase the Rates without the express written approval of Customer, ITSP shall be responsible for paying commission on the Gross Revenue as defined in **Section 6. - Compensation** of this Agreement calculated by applying the increased Rates. ITSP must also issue refunds to all overcharged end-users or inmates within 10 business days; a list of issued credits must be provided to Customer and/or its Designated Agent as documentation within 15 business days of the date the refunds/credits were issued. If ITSP is unable to issue refunds and/or provide the required documentation, ITSP shall issue a payment to Customer as concession. The payment amount shall be in the amount of ITSP's portion of the Gross Revenue generated from the overbilled transactions. No commission refund shall be due from Customer to ITSP for unapproved Rate increases.

8.2.3 Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or compensation in the Agreement, Customer and ITSP shall negotiate in good faith to adjust the calling rates and compensation in the Agreement and make them in compliance with the rates implemented by the regulatory agency or terminate the Agreement without penalty to Customer so that Customer may select another inmate telephone service provider.

8.3 Rate adjustments requested by Customer shall be implemented by ITSP within 10 calendar days of receiving Customer's written request, subject to regulatory approval.

8.4 ITSP shall calculate the raw duration of each inmate telephone call or video visitation session in seconds based on the time the call or visit is connected and the time the call is terminated by the ITS or VVS ("Duration Rounding"). For calls where the duration is at least 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.

8.5 During the rating process, ITSP shall round the raw calculated call and/or video visitation session amount to the nearest hundredth decimal place (up or down) using normal accounting practices ("Calling Rate Rounding").

## 9. ITSP RETENTION OF ACCOUNT INFORMATION

9.1 For the purpose of aiding in investigations, ITSP must retain information pertaining to an end-user's pre-paid, or similar, account(s) for a period of 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.

## 10. PAYMENT AND REPORTING

10.1 Payments, reports, monthly raw Call Detail Records ("CDRs") and billing files, in EMI format, for ITS, VVS, Kiosks are due to Customer or its Designated Agent hereunder shall be made by ITSP no later than 25 days following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Customer or its Designated Agent. ITSP shall make all payments payable to the Customer's Inmate Welfare Trust.

10.2 Traffic detail report(s) for inmate telephone calls shall include a detailed breakdown of all traffic, including but not limited to, all collect, pre-paid and debit calls for each inmate telephone at the Facilities and shall be in a format mutually agreed upon by Customer and ITSP. This requirement is applicable for any ITS equipment and/or feature(s) that may be installed by ITSP. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, pre-paid and debit:

10.2.1 Facility Name;

10.2.2 Facility Identification Number/Site Identification Number;

10.2.3 Facility Address, Street, City, State, and Zip;

10.2.4 Automatic Number Identifier ("ANI");

10.2.5 Inmate Telephone Station Port/Identifier;

10.2.6 Inmate Telephone Location Name;

10.2.7 Local Call, Minutes, Gross Revenue and (per inmate telephone);

10.2.8 Intralata/Intrastate Call, Minutes, Gross Revenue and (per inmate telephone);

10.2.9 Interlata/Intrastate Call, Minutes, Gross Revenue and (per inmate telephone);

10.2.10 Intralata/Interstate Call, Minutes, Gross Revenue (per inmate telephone);

10.2.11 Interlata/Interstate Call, Minutes, Gross Revenue (per inmate telephone);

10.2.12 International Call, Minutes, Gross Revenue and (per inmate telephone);

10.2.13 Commission Rate (%); and

10.2.14 Traffic Period and Dates.

10.3 Traffic detail report(s) for the VVS shall include a detailed breakdown of all video visitation sessions for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature(s) that may be installed by ITSP. Traffic detail shall include, at a minimum, each of the following per video visitation station:

- 10.3.1 Facility Name;
- 10.3.2 Facility Identification Number/Site Identification Number;
- 10.3.3 Facility Address, Street, City, State, and Zip;
- 10.3.4 Video Visitation Station Identifier;
- 10.3.5 Video Visitation Station Location Name
- 10.3.6 Number of Remote Sessions, Minutes, Gross Revenue and (per station);
- 10.3.7 Number of Free Onsite Sessions and Minutes (per station);
- 10.3.8 Number of Charged Onsite Sessions, Minutes, Gross Revenue and (per station);
- 10.3.9 Commission Rate (%); and
- 10.3.10 Traffic Period and Dates.

10.4 Transaction detail report(s) for electronic messaging shall include a detailed breakdown of all electronic messaging transactions for each Kiosk and each inmate. Transaction detail shall include, at a minimum, each of the following items:

- 10.4.1 Facility Name;
- 10.4.2 Facility Identification Number/Site Identification Number;
- 10.4.3 Facility Address, Street, City, State, and Zip;
- 10.4.4 Kiosk Identifier (where applicable);
- 10.4.5 Revenue Reporting Period Dates;
- 10.4.6 Number of Incoming Messages, Gross Revenue and (per station);
- 10.4.7 Number of Outgoing Messages, Gross Revenue and (per station);
- 10.4.8 Commission Rate; and
- 10.4.9 Traffic Period and Dates.

10.5 Transaction detail report(s) for inmate voicemail shall include a detailed breakdown of all inmate voicemail, at a minimum, each of the following: for each:

- 10.5.1 Facility Name;
- 10.5.2 Facility Identification Number/Site Identification Number;
- 10.5.3 Facility Address, Street, City, State, and Zip;
- 10.5.4 Revenue Reporting Period Dates;
- 10.5.5 Number of Voicemails, Gross Revenue and (per station);
- 10.5.6 Commission Rate; and
- 10.5.7 Traffic Period and Dates.

10.6 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 to the end-user. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall contain, but shall not be limited to, the following fields:

- 10.6.1 Record ID;
- 10.6.2 Facility Name;
- 10.6.3 Facility ID
- 10.6.4 From ANI;
- 10.6.5 To ANI;
- 10.6.6 ID;
- 10.6.7 Rounded Minutes;
- 10.6.8 Revenue Period;
- 10.6.9 Date (yymmdd);
- 10.6.10 Connect Time (hhmmss);
- 10.6.11 Billable Time (mmmmss);
- 10.6.12 Personal Identification Number Digits;
- 10.6.13 Originating City;
- 10.6.14 Originating State;
- 10.6.15 Bill City;
- 10.6.16 Bill State;

- 10.6.17 Bill Number;
- 10.6.18 Message Type;
- 10.6.19 Charge Amount;
- 10.6.20 Additional Fees and Line Surcharges;
- 10.6.21 Rate Period; and
- 10.6.22 Rate Class.

10.7 The raw CDRs shall contain all calls and voicemails (both attempted and completed) which originated from the Facilities for each day and each time of day for the period for which 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, these CDRs shall be accompanied by a complete file map and a complete file legend. The raw CDRs shall contain, but shall not be limited to, the following fields:

- 10.7.1 Facility Name;
- 10.7.2 Facility ID;
- 10.7.3 From ANI;
- 10.7.4 To ANI;
- 10.7.5 ID;
- 10.7.6 From City;
- 10.7.7 From State;
- 10.7.8 To City;
- 10.7.9 To State;
- 10.7.10 Station ID;
- 10.7.11 Phone Name or Location;
- 10.7.12 Inmate ID;
- 10.7.13 Personal Identification Number;
- 10.7.14 Revenue Period;
- 10.7.15 Call Start (yymmdd; mmss);
- 10.7.16 Call End (yymmdd; mmss);
- 10.7.17 Rounded Minutes;
- 10.7.18 Call Type (e.g. local, etc.);
- 10.7.19 Bill Type (e.g. free, collect, etc.);
- 10.7.20 Cost;
- 10.7.21 Tax;
- 10.7.22 Termination Reason; and
- 10.7.23 Completion Indicator.

10.8 A report showing all miscellaneous charges/fees applied to calls or accounts associated with calls completed from the Customer facilities. At a minimum, the report should include the following fields:

- 10.8.1 Facility ID ;
- 10.8.2 Date;
- 10.8.3 From ANI;
- 10.8.4 To ANI;
- 10.8.5 Billed ANI;
- 10.8.6 Fee Type; and
- 10.8.7 Fee Amount.

10.9 The CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.

10.10 Commission discrepancies must be resolved by ITSP, and to Customer's reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described below, and/or termination of this Agreement at the sole discretion of the Customer. If Customer chooses not to terminate this Agreement, pursuant to the provisions of this section, any discrepancies not resolved within 30 days of receipt of notice from Customer, shall be resolved pursuant to **Section 23.5 – Dispute Resolution**.

- 10.11 Commission payments received by Customer and/or its Designated Agent after the due date will be subject to late charges and/or fines. The due date for all payments is the 25<sup>th</sup> day of the month following the month of traffic. Late charges and/or fines for commission payments not received by the 25<sup>th</sup> day of the month following the traffic month shall be equal to 5% per month of the commission due.

#### **11. RECONCILIATION**

- 11.1 Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination of this Agreement, upon 10 business day's written notice, to examine and/or reconcile ITSP's information (records, data, compensation records) pertaining to this Agreement.
- 11.2 ITSP shall maintain accurate, complete and reconcilable records, in a user-friendly, searchable and electronic format, for calls, revenue-generating video visitation sessions, electronic messages and voicemails detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous charges/fees, and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of this Agreement.
- 11.3 Customer retains the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Customer's sole choice.
- 11.4 Customer may also employ, at its cost and discretion, any Agent or subcontractor of its choosing in the performance of such reconciliations, subject to a written confidentiality agreement in a form approved by both parties. If a reconciliation reveals a shortage of more than 3% of a year's commission or other monies due, then the ITSP shall pay, in addition to the amount of the shortage, Customer's reasonable cost of the reconciliation and interest on any monies due to Customer at the rate of the lower of 1.5% per month or the maximum rate allowed by law within 30 days after receipt of written notice for the same.

#### **12. ASSIGNMENT AND MERGERS/ACQUISITIONS**

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

#### **13. INDEPENDENT CONTRACTOR**

- 13.1 At all times the ITSP shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Customer. Therefore, the ITSP shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify,

save, and hold the Customer, 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.

13.2 ITSP shall not be entitled to have Customer withhold or pay, and Customer shall not withhold or pay, on behalf of ITSP, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity, or disability program required or provided by any Federal, State, or local law or regulation.

13.3 ITSP shall not be entitled to participate in, or receive any benefit from, or make any claim against any Customer fringe benefit program, including, but not limited to, Customer's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to Customer's employees.

#### **14. TERMINATION/DEFAULT**

14.1 In the event ITSP fails to perform any of the terms or conditions of this Agreement, Customer shall consider ITSP in default of the Agreement and supply ITSP written notice of such default. In the event said default is not remedied to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer, at its sole discretion, may terminate this Agreement. ITSP shall adhere to the transition requirements as specified in **Attachment A, Section 2 – Transition**.

14.2 This Agreement between Customer and ITSP may be terminated by Customer upon 90 days written notice from Customer to ITSP and without penalty. The period referred to in **Attachment A, Section 2 – Transition** will begin upon the termination of this Agreement.

14.3 For any reason, should ITSP be unable to satisfy the requirements contained in this Agreement, Customer may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

#### **15. DISCREPANCY**

15.1 Should there be a discrepancy in this Agreement, the RFP, and the RFP response, the terms and conditions contained in this Agreement and its amendments will prevail over the RFP and any addenda or amendments, and the RFP, and any addenda or amendments will prevail over the responses to the RFP.

#### **16. INDEMNIFICATION**

16.1 ITSP shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened hereunder, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, ITSP or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (b) the operation of ITSP's business or the ITS; (c) any breach by ITSP of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.

16.2 Customer agrees to provide ITSP with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by ITSP. Any such claims shall be defended by ITSP at its sole cost and expense with its exclusive discretion. Customer agrees to promptly advise ITSP of any proposed agreement to compromise or settle any claim and ITSP will have 10 days to respond to such proposal.

16.3 In the event an infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion to (a) obtain the right for Customer to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event ITSP is unable to perform any of the above, Customer may terminate this Agreement upon providing 60 days written notice to ITSP and ITSP shall be responsible for all of Customer's costs and expenses of whatever nature or

kind in connection therewith. It is the intent of the parties to provide Customer the fullest indemnification, defense, and hold harmless rights allowed under the law. If any provision contained herein is deemed by a court to be in contravention of applicable law, those provisions shall be severed from this contract and the remaining language shall be given full force and effect.

- 16.4 These indemnities and remedies shall survive the expiration or other termination of this Agreement.
- 16.5 ITSP shall defend, indemnify and hold harmless Customer, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of Customer, its officers and employees. ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of Customer, its officers and employees.
- 16.6 The preceding paragraph applies to any theory of recovery relating to said act or omission, by ITSP, or its agents, employees, or other independent Contractors directly responsible to ITSP including, but not limited to the following:
- 16.6.1 Violation of statute, ordinance, or regulation.
  - 16.6.2 Professional malpractice.
  - 16.6.3 Willful, intentional, or other wrongful acts, or failures to act.
  - 16.6.4 Negligence or recklessness.
  - 16.6.5 Furnishing of defective or dangerous products.
  - 16.6.6 Premises liability.
  - 16.6.7 Strict liability.
  - 16.6.8 Violation of civil rights.

## 17. LIMITATION OF LIABILITY

- 17.1 Except as to claims brought by a third party against Customer that are covered by **Section 16 - Indemnification** of this Agreement, in no event shall Customer have any liability for indirect, incidental, special or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits arising out of or in any way related to any equipment, product, or service provided by ITSP, pursuant to this Agreement.

## 17.2 DISCLAIMER OF WARRANTIES

- 17.3 ITSP's obligations under this Agreement are in lieu of all warranties, express or implied. ITSP disclaims all warranties, including, without limitation, any warranty of merchantability and fitness for a particular purpose with regard to any equipment, product or service provided by ITSP pursuant to this Agreement.

## 18. INSURANCE REQUIREMENTS

- 18.1 Within 10 days of the Effective Date of this Agreement, and during the term of this Agreement, ITSP, at its expense, agrees to carry and maintain the below minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California and in a standard form approved by the Board of Insurance commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Customer and the public from any loss or damage that may arise to any person or property as a result of the services rendered by ITSP.
- 18.2 ITSP shall provide Customer with a 30 day advance written notice of cancellation or material changes in said insurance.
- 18.3 Annual renewals for the term of this policy shall be submitted prior to the expiration date of any policy.
- 18.4 ITSP shall provide Customer a Certificate of Insurance, an original ACORD certificate, evidencing required coverage described below. Said certificate shall show Customer as an additional insured and includes a waiver of subrogation:

- 18.4.1 Automobile (includes coverage of owned, hired and non-owned vehicles and loading and unloading hazards):
  - 18.4.1.1 Bodily Injury (each occurrence): \$1,000,000.00
- 18.4.2 General Liability (Including Contractual Liability)
  - 18.4.2.1 Bodily Injury or Death (per person): \$1,000,000.00
  - 18.4.2.2 Property Damage (Per incident resulting in injury or destruction of property): \$1,000,000.00
- 18.4.3 Excess Liability:
  - 18.4.3.1 Umbrella Form: \$1,000,000.00
- 18.4.4 Worker's Compensation: Statutory

18.5 Customer agrees to provide ITSP with reasonable and timely notice on any claim, demand or cause of action made or brought against Customer arising out of or related to the services rendered by ITSP. ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

18.6 The following must be provided by the ITSP and any and person or subcontractor with whom the ITSP enters into a contract to provide services defined in this Agreement. ITSP shall:

- 18.6.1 Provide a certificate of coverage, for all persons providing the services defined in this Agreement, and prior to those persons beginning work on any project, showing coverage is being provide for the duration of this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code.
- 18.6.2 Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on ITSP's current certificate of coverage ends during the duration of the project.
- 18.6.3 Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.
- 18.6.4 Notify Customer in writing, within 10 business days after the ITSP knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 18.6.5 ITSP shall send Customer all notices and copies of all insurance documents to the following address:

County of Imperial  
Risk Management Department  
940 Main Street, Suite 101  
El Centro, CA 92243

and

County of Imperial  
Purchasing Department  
1125 Main Street  
El Centro, CA 92243

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

## 19. FORCE MAJEURE

19.1 Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes,

nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

## 20. NOTICE

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

### **For Customer**

County of Imperial  
ATTN: Purchasing Agent  
1125 Main Street  
El Centro, CA, 92243

### **For ITSP**

Telmate, LLC  
ATTN: Kevin O'Neil  
355 Montgomery St., 18<sup>th</sup> Floor,  
San Francisco, CA 94111

## 21. EQUAL OPPORTUNITY

- 21.1 ITSP agrees to comply with all applicable federal, state and local laws, including the Civil Rights Acts as amended.
- 21.2 The Equal Opportunity clause in Subpart B Contractor's Agreement Section 202 Paragraphs One through Seven of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of the Federal Contract Compliance are incorporated herein by specific reference.
- 21.3 Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity of the handicapped, is incorporated herein by specific reference.
- 21.4 The Affirmative Action Clause in 38 U.S.C. Section 4212 of the Vietnam Veteran's Readjustment Assistance Act of 1974, relative to Equal Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

## 22. MISCELLANEOUS TERMS

### 22.1 Interpretation

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

### 22.2 Severability

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

### 22.3 Entirety, Waiver, and Modification

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

## 22.4 Confidentiality

22.4.1 The Parties hereto shall, to the extent allowed by law, 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 order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

22.4.2 Each Party including its agents and representatives shall, to the extent allowed by law: (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.

## 22.5 Dispute Resolution

### 22.5.1 Resolution by Executives

22.5.1.1 All disputes will first be submitted for resolution to a top executive of each Party. Each such executive shall have authority to bind the Party in all matters in connection herewith. Within 30 days of such submission, the executives will meet to resolve the dispute and may decide to hear additional arguments that a party may wish to make in connection therewith. If the executives reach agreement on the disposition of the dispute, they will promptly issue their joint written decision resolving the dispute. Any dispute dealt with in this manner will be considered conclusively resolved and may not be the subject of any arbitration or litigation between the Parties. Any dispute that cannot be promptly decided in this manner by the executives may be taken by the aggrieved party to arbitration as described below.

### 22.5.2 Arbitration

22.5.2.1 Upon written agreement of both parties, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives but, in any event, will be concluded within 30 days of receipt of written request by the receiving party. If the parties agree, the representatives may utilize other alternate informal dispute resolution procedures such as mediation to assist in the negotiations. Discussion and any correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any arbitration or in any lawsuit or other proceeding resulting from the dispute, without the written concurrence of both parties. Documents identified in or provided with such correspondence, which are not prepared for

the purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in any said arbitration, lawsuit or other proceeding.

22.5.2.2 If both parties agree, a dispute arising under this Agreement may be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be held in El Centro, California as expeditiously as possible, but in no event more than 180 days after the panel of arbitrators has been selected.

## **23. REVIEW OF AGREEMENT TERMS**

23.1 This Agreement has been reviewed and revised by legal counsel for both Customer and ITSP, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

**This section intentionally left blank.**



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

**CUSTOMER:**

IMPERIAL COUNTY SHERIFF'S OFFICE

*Ry Kelley*

Ryan E. Kelley  
Chairman of the Board of Supervisors

06-01-15

(Date)

**ITSP:**

TELMATE, LLC

[Designee]

*[Signature]*

(Authorized Signature)

**ATTEST:**

*Blanca Acosta*

Blanca Acosta  
Clerk of the Board of Supervisors

06-01-15

(Date)

KEVIN O'NEAL

(Typed or Printed Name)

PRESIDENT

(Title)

05/15/2015

(Date)

**APPROVED AS TO FORM:**

*[Signature]*

Michael L. Rood  
County Counsel

(Date)

Miguel A. Mendoza  
Deputy County Counsel

5.19.15

(Date)

**APPROVED AS TO CONTENT:**

*[Signature]*

Ray Loera  
Imperial County Sheriff

5-21-15

(Date)



## ATTACHMENT A

### ITSP RESPONSIBILITIES & SYSTEM FEATURES AND FUNCTIONALITIES

#### 1. INSTALLATION REQUIREMENTS

- 1.1 All initial installations for the ITS, Kiosks and VVS must be completed within 60 days of the effective date of this Agreement. ITSP shall submit an implementation plan(s) that shall include an installation schedule which will become a part of this Agreement and must be followed.
  - 1.1.1 If any portion of the installation is not completed within the timeframe allowed in the agreed upon implementation plan, ITSP may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. ITSP shall not incur liquidated damages if the cause of the delay is beyond ITSP's reasonable control.
  - 1.1.2 Should ITSP incur liquidated damages, Customer will invoice ITSP. Payment of the invoice shall be made to Customer within 30 days of ITSP's receipt of the invoice.
- 1.2 ITSP shall be responsible for all costs associated with the ITS, VVS, and Kiosks, 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 inmate telephones, standard visitation telephones, video visitation stations and Kiosks in good working order and in compliance with the equipment manufacturer's specifications.
- 1.3 The ITS, VVS, and Kiosks shall not be configured to reside on or use Customer's network.
- 1.4 ITSP agrees to obtain Customer'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 or expanded Facilities.

ITSP shall install all inmate telephones, standard visitation telephones, pedestals, enclosures, video visitations stations, Kiosks and any other ITS, VVS, or Kiosk equipment and software in accordance with the manufactures' specifications.
- 1.6 All equipment shall be fully operational at the time of the initial installation and comply with all Federal Communication and/or Public Service Commission regulations.
- 1.7 The inmate telephone, standard visitation telephones, video visitation stations, and lobby kiosks and intake kiosks shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, and vandal and tamper resistant; the cord length for the inmate, standard visitation telephones and video visitation stations is specified in **Attachment B**. VVS and Kiosk equipment shall be equipped with a monitor with tempered glass, touch screen enabled, with corrections grade handsets and lanyard. The monitor shall have a built-in on-screen keyboard.
- 1.8 Placards containing instructions in English and Spanish shall be placed on each inmate telephone, standard visitation telephone, video visitation station, lobby kiosks and intake kiosks shall be replaced each time the set is replaced. The inmate telephones, standard visitation telephones, video visitation stations, lobby kiosks and intake kiosks must not contain any exterior removable parts.
- 1.9 ITSP shall post the rates near each inmate telephone, each video visitation station, lobby kiosks and intake kiosks. ITSP shall post Rate flyers and/or additional inmate telephone, electronic messaging, inmate voicemail messaging or video visitation related information shall be provided by ITSP upon Customer's request and at no cost.
- 1.10 Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facilities is at the risk of ITSP. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by ITSP becomes Customer's property upon termination and/or expiration of this Agreement.

- 1.11 ITSP agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial building and must be approved by the Facilities maintenance personnel. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 1.12 Throughout the term of this Agreement and any renewal terms, Customer may require ITSP to relocate existing or install additional inmate and standard visitation telephones, video visitation stations, lobby kiosks and intake kiosks and monitoring and recording equipment for the Facilities, expansions and/or newly constructed Facilities. ITSP shall relocate existing or install any additional inmate and standard visitation telephones, video visitation stations, lobby kiosks and intake kiosks and monitoring and recording equipment, as needed, within 30 days of request and at no cost to Customer. This includes newly constructed or expanded Facilities. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 1.12.1 In the event of a failure by ITSP to install the agreed number of additional inmate and standard visitation telephones, video visitation stations, lobby kiosks and intake kiosks and monitoring and recording equipment in any existing Facilities, expansions and/or newly constructed Facilities within 30 days, ITSP may incur liquidated damages in the amount of \$500.00 for each day beyond the 30 day installation date until the installation is complete. ITSP shall not incur liquidated damages if the cause of the delay is beyond ITSP's reasonable control.
- 1.12.2 Should ITSP incur liquidated damages, Customer will invoice ITSP. Payment of the invoice shall be made to Customer within 30 days of ITSP's receipt of the invoice.
- 1.13 ITSP shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all ITSP equipment related to the ITS, VVS and Kiosks at no cost to Customer.
- 1.14 All inmate telephone and standard visitation telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptable Power Supply ("UPS") back-up power. A separate power supply shall not be required.
- 1.14.1 ITSP shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 1.15 Installation of all inmate telephones, standard visitation telephones, video visitation stations, lobby kiosks and intake kiosks, wiring, circuits, and any and all related equipment shall be accomplished during normal business hours at the Facilities or as otherwise directed by Customer.
- 1.16 ITSP shall clean up and remove all debris and packaging materials resulting from any work performed at the Facilities. Unless otherwise specified by Customer, no equipment, inventory or spare parts shall be stored by ITSP at the Facilities.
- 1.17 ITSP shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS, VVS, or Kiosks including repairs to walls, ceilings, etc.
- 1.18 ITSP shall install, repair and maintain all ITSP-provided equipment and lines, including but not limited to any wiring or cable work required from the demarcation throughout the Facilities, at no cost to Customer. All ITSP provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of ITSP.
- 1.19 Upon completion of any/all installations, ITSP must provide Customer and its Designated Agent with a list of telephone numbers, station identifiers, equipment specifications and locations of each device/station.
- 1.20 The ITSP shall provide written documentation indicating that all circuits have been tested, and that all cables, pairs, fiber strands, blocks, frames, and terminals are legibly marked after completion of each installation.
- 1.21 ITSP shall install/mount its equipment in accordance with Customer's requirements.



## 2. TRANSITION

- 2.1 ITSP shall work with Customer, and/or its Designated Agent, and the incumbent ITSP to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.
- 2.2 Upon expiration, termination, or cancellation of this Agreement, ITSP shall accept the direction of Customer to ensure ITS, VVS and Kiosks are smoothly transitioned/transferred. At a minimum, the following shall apply:
- 2.2.1 ITSP agrees that all CDRs, call recordings, standard visitation recordings, video visitation recordings, electronic messages and voicemails, documentation, reports, data, etc. contained in the ITS, VVS and Kiosks are the property of Customer. Customer acknowledges the ITS, VVS and Kiosk hardware and software are the property of ITSP.
- 2.2.2 All CDRs, call recordings, standard visitation recordings, video visitation recordings, electronic messages and voicemails, documentation, reports, data, etc. shall be provided to Customer on a storage medium and in a user-friendly, searchable and electronic format at no cost to Customer and within 15 days following the expiration and/or cancellation of this Agreement. ITSP shall accept Customer's reasonable decision whether the solution provided is acceptable.
- 2.3 ITSP shall provide Customer with a list of all blocked, privileged, non-recorded, and free numbers from the ITS; further ITSP shall follow Customer's direction in providing this data to the incoming ITSP in a workable format.
- 2.4 ITSP shall provide Customer with a visitor list per inmate identifying banned visitors, banned inmates, and privileged/attorney and clergy visitors from the VVS. Further ITSP shall follow Customer's direction in providing this data to the incoming ITSP in a workable format.
- 2.5 ITSP shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. ITSP agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to Customer at the percentage provided in this Agreement until collect, debit pre-paid calls, video visitation sessions, and/or voicemails are no longer handled by ITSP.
- 2.6 ITSP shall remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling/wiring associated with the ITS, VVS and Kiosks.
- 2.7 ITSP Upon expiration, termination, or cancellation of the Agreement, all wiring shall become property of Customer.

## 3. ITS USER APPLICATION

- 3.1 ITSP shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the ITS, including local, long distance and international calling, voicemails and audio recording of visitation sessions.
- 3.2 The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid, debit, and/or speed dial calls and voicemails.
- 3.3 ITSP agrees to install and maintain the quantity of inmate telephones, standard visitation telephones, pedestals, enclosures, booths, TDD units, portable phones and etc. required by Customer and specified in **Attachment B**.
- 3.4 ITSP shall provide a sufficient number of lines, ports, channels, etc. to ensure the inmates are allowed to place calls 99.993% of the time. Customer reserves the right to require ITSP to revise its configuration ratio should the configuration installed by ITSP result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by ITSP at no cost to Customer.

- 3.4.1 ITSP shall provide to Customer a monthly report documenting ITSP's configuration for lines, ports and channels allowing inmates to place calls 99.993% of the time.
- 3.5 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All inmate telephone sets installed must include volume control. ITSP shall accept Customer's reasonable decision regarding whether the reception quality is acceptable.
- 3.6 Call acceptance by the end-user shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive call acceptance.
- 3.7 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 and etc.
- 3.8 The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. ITSP must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 3.9 With each call, the ITS shall provide an automated message, in English or Spanish, that specifies the following:
- 3.9.1 The call is coming from a correctional facility;
  - 3.9.2 The call is coming from a specific inmate; and
  - 3.9.3 The call may be monitored and recorded.
- 3.10 With each call, the ITS shall clearly identify the type of call being placed to the end-user: collect, free, etc. This recording must be free of any charges.
- 3.11 The ITS shall be configured to allow inmates to record their name only once during intake; the recorded name will be stored in the ITS and shall be played back with all subsequent call. The ITS shall allow no more than 2 seconds for the inmate to record a name.
- 3.12 The ITS must offer the end-user an option to receive a rate quote during the call set-up process. The ITS shall allow the option to play once with the opportunity to repeat the message during the initial call process.
- 3.13 The ITS shall process calls on a selective basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code and at the time the call is initiated. At Customer's request, ITSP agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.
- 3.14 Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 3.15 ITSP shall subscribe to the LEC Line Information Screening Data Base ("LIDB"). ITSP shall query this database for each collect inmate call and process only those which do not have Billed Number Screening ("BNS"). ITSP must assume all responsibilities for the cost and the accuracy of validation.
- 3.16 The ITS shall provide a recorded message to the inmate detailing why a call was not completed. Customer reserves the right to request ITSP to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within 30 days of the request.
- 3.17 The ITS shall allow inmates to place free 15-minute local calls from the intake/booking inmate telephones as designated by Customer. The ITS shall have the capability to process all non-local calls from the intake/booking inmate telephones as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 3.18 The inmate's call shall be muted until the end-user has positively accepted the collect, debit or pre-paid call; however, the inmate shall be able to hear the progress on the end-user side.

- 3.19 The ITS shall be able to program a specific speed dial code to selected numbers as determined by Customer and at no cost to Customer and without the assistance of ITSP.
- 3.20 The ITS shall have the capability to ensure that calls to rotary telephones are completed accurately and positive acceptance is applied to the call.
- 3.21 The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 3.23.1 Inmate Name (first, last);
  - 3.23.2 Inmate Personal Identification Number;
  - 3.23.3 Record Identifier;
  - 3.23.4 Date Range (start date/time and end date/time);
  - 3.23.5 Facility Names;
  - 3.23.6 Called Number;
  - 3.23.7 Originating Number;
  - 3.23.8 Station Name;
  - 3.23.9 Call Type;
  - 3.23.10 Bill Type;
  - 3.23.11 Duration (minimum and maximum);
  - 3.23.12 Call Amount;
  - 3.23.13 Flagged Calls;
  - 3.23.14 Monitored Calls;
  - 3.23.15 Recording Type;
  - 3.23.16 Completion Type;
  - 3.23.17 Termination Type;
  - 3.23.18 Phone Group(s);
  - 3.23.19 Visitation Phones; and
  - 3.23.20 Custom Search.
- 3.24 The ITS user application shall allow CDR query result to be exported in a format selected by Customer (.csv, PDF, Microsoft Excel 2010 or greater, etc.).
- 3.25 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs:
- 3.25.1 Call Statistics by Date Range;
  - 3.25.2 Frequently Called Numbers;
  - 3.25.3 Frequently Used Personal Identification Numbers;
  - 3.25.4 Commonly Called Numbers;
  - 3.25.5 Call Detail Report;
  - 3.25.6 Gross Revenue Report by Date Range;
  - 3.25.7 Facility Totals and Statistics;
  - 3.25.8 End-user/Number Accepting Report;
  - 3.25.9 Fraud/Velocity Report;
  - 3.25.10 Total Transactions by Type (calls, voicemail)
  - 3.25.11 Calling List (PAN) Report;
  - 3.25.12 Debit Usage Report;
  - 3.25.13 Debit Balance and Funding Report;
  - 3.25.14 Bill and Call Type Distribution;
  - 3.25.15 Phone Usage;
  - 3.25.16 Reverse Look-Up; and
  - 3.25.17 User Audit Trail.
- 3.26 The ITS user application shall allow Customer to export the reports in a format selected by Customer (.csv, PDF, Microsoft Excel 2010 or greater, etc.).

- 3.27 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and/or its Designated Agent and ITSP and at no cost to Customer.
- 3.28 The ITS user application shall at a minimum allow:
- 3.28.1 The creation, modification and deactivation of user accounts;
  - 3.28.2 The creation, modification and deactivation of inmate accounts;
  - 3.28.3 The creation and modification of telephone numbers in the ITS;
  - 3.28.4 Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
  - 3.28.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier;
  - 3.28.6 Block/unblock telephone numbers without the assistance of ITSP; and
  - 3.28.7 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.
- 3.29 ITSP shall allow Customer to create, view and track service tickets associated with the ITS and/or Facilities.
- 3.30 The ITSP shall ensure continuous diagnostics and supervision for call processing and call recordings. ITSP shall be able to perform remote diagnostics to the ITS to determine if a problem exists with the inmate telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a maximum, be completed one time each day on each inmate telephone.
- 3.31 ITSP shall comply with the Americans with Disabilities Act ("ADA") requirements, including but not limited to, providing inmate telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf ("TDD"). ITSP shall provide the number of TDD telephones specified in **Attachment B** and shall be compatible with the ITS for call processing, monitoring, and recording.
- 3.31.1 ITSP shall supply designated lines to be used by the TDD telephones. Completed calls will utilize a modem connection and ITSP shall transcribe the TDD call and document in the CDRs. All TDD calls are provided at no cost to Customer.
  - 3.31.2 The ITS shall display a recording and transcription of each TDD call in the CDRs. The ITS shall be capable of exporting TDD recordings and transcriptions into a format selected by Customer.
- 3.32 The ITS must offer the end-user an option to receive a rate quote during the call acceptance process at no cost to the end-user.
- 3.33 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 Customer, shall be provided at no cost to Customer. ITSP shall accept Customer's direction for how pro bono calling services are configured via the ITS.
- 3.34 ITSP shall have the capability to establish an informant line at no cost to Customer. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. If so requested by Customer, the destination for the informant line may be an automated voicemail box or an internal ITS speed dial/prompt. Playback of the informant calls shall be available via the ITS. ITSP shall accept Customer's direction for how the informant line is configured through the ITS.
- 3.35 ITSP shall work with Customer on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, ITSP shall:
- 3.35.1 Route free calls via the ITS to a destination provided and designated by Customer which may be the same as that used for Customer's informant line.
  - 3.35.2 At no cost to Customer, provide a telephone line to Customer dedicated for the PREA calls to which the calls will be routed as free.

#### 4. VVS SPECIFICATIONS AND USER APPLICATION

- 4.1 The ITSP shall install, operate and maintain a VVS and related equipment, hardware, software and network components in accordance with the requirements and provisions set forth in this Agreement to enable the Customer to initiate, control, record, retrieve and monitor all non-privileged video visitation sessions. All attorney and clergy video visitation sessions shall be considered privileged and shall not be monitored or recorded. The VVS for inmate use shall be part of the Kiosks.
- 4.2 The VVS shall, without cost to Customer, provide all wiring for the VVS, install the quantity of video visitation stations and the related hardware and software specifically identified herein, to enable inmates to complete, without limitation, onsite and remote video visitation sessions from the Facilities specified in **Attachment B**.
- 4.3 The VVS shall have the capability to display customized content/material on the inmate video visitation station(s) when the station is not in use.
- 4.4 All attorney and clergy onsite video visitation sessions shall be free. Any remote attorney and clergy video visitation sessions may be charged to the attorney or clergy at the fee specified in **Attachment C**.
- 4.5 The VVS shall:
- 4.5.1 Provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS, including inmate to visitor, inmate to court, inmate to medical services and inmate to attorney sessions.
  - 4.5.2 Consist of hardware and software designed to enable Customer to initiate, control, record, retrieve and monitor video visitation sessions.
  - 4.5.3 Have the capability to allow for visitors to access the VVS through a web based software application to register and schedule onsite and remote visitation sessions for a particular inmate, station, and date and time. Additionally the web application shall:
    - 4.5.3.1 Provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
      - 4.5.3.2 Personal Identification Numbers or Inmate ID number;
      - 4.5.3.3 Inmate name;
      - 4.5.3.4 Visitor name;
      - 4.5.3.5 Date and time of visit;
      - 4.5.3.6 Inmate video visitation station; and
      - 4.5.3.7 Daily, weekly and monthly visit statistics.
    - 4.5.3.8 Have the capability to capture, store and query information regarding the visitor to include, at a minimum:
      - 4.5.3.8.1 Identification number;
      - 4.5.3.8.2 Name;
      - 4.5.3.8.3 Date of birth;
      - 4.5.3.8.4 Social security number;
      - 4.5.3.8.5 Gender;
      - 4.5.3.8.6 Ethnicity;
      - 4.5.3.8.7 Driver's license number;
      - 4.5.3.8.8 Inmate visited;
      - 4.5.3.8.9 Relationship to inmate;
      - 4.5.3.8.10 Date of last visit;
      - 4.5.3.8.11 Home address (physical address); and
      - 4.5.3.8.12 Telephone number.

- 4.5.3.9 Require all visitors to provide a valid email address, telephone number, home address, valid identification and inmate ID number prior to submitting their registration for Customer approval.
- 4.5.3.10 Have the capability of sending visitors an email notification confirming registration approval and scheduled and/or canceled video visitation sessions.
- 4.5.3.11 Have the capability to require visitors to acknowledge and agree to terms and conditions associated with Customer's visitation policies.
- 4.5.4 Have the capability to provide a prompt at the beginning of the visit indicating that the visit is recorded.
- 4.5.5 Have the capability to interface with Customer's Jail Management System ("JMS") and/or ITS, at no cost to Customer, to utilize an inmate's PIN or Inmate ID number to verify inmate's identity for tracking and scheduling purposes at the direction of the Customer.
- 4.5.6 Provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
- 4.6 At no cost to Customer, ITSP shall supply monitoring and scheduling workstations for use with the VVS as specified in **Attachment A - Section 6.9**.
- 4.7 The VVS must retain 90-days of video visitation session recordings online and all reports and associated data offline the life of the Agreement including any renewal terms.
- 4.8 The VVS shall be capable of taking an individual station out of service without affecting other stations. The VVS must be able to shut down the VVS quickly and selectively. Customer must be able to shut down through VVS user application at several locations including, but not limited to:
  - 4.8.1 At demarcation location;
  - 4.8.2 By central control center; and
  - 4.8.3 By select housing units.
- 4.9 The VVS shall limit the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month. In all circumstances, the VVS shall limit the inmate and visitor to a single session and shall require the inmate and visitor to disconnect the session in progress before another session is initiated. The length of the video visitation sessions and the video visitation schedule for the Facility specified in **Attachment B**.
- 4.10 The VVS shall include an alert system that will detect video visitation sessions made by a particular inmate or visitor. The VVS shall be able to alert investigators via cell phone, pager, SMS text, or email.
- 4.11 The VVS shall permit full monitoring and recording of all video visitation sessions from any video visitation station with the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney or clergy/client session restrictions. The VVS shall have the capability to exclude those sessions.
- 4.12 The VVS must allow for authorized personnel or staff to interrupt the video visitation session, with the exception of attorney or clergy/client sessions, 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 session.
- 4.13 The VVS must comprehensively record all audio and video visitation sessions, with the exception of privileged attorney or clergy/client sessions. At a minimum, it shall have the capability to play back a recorded session.
- 4.14 The VVS must have the capability to copy the recorded video visitation sessions to a CD/DVD or other storage media.
- 4.15 ITSP shall pay Customer liquidated damages in the amount of \$1,000.00 per each instance wherein Customer suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify ITSP of such instances and

provide up to 3 days per instance for ITSP to produce the call recordings. ITSP shall be notified of the total amount due via written notice from Customer. Customer will invoice ITSP and payment shall be due within 30 days of ITSP's receipt of invoice.

- 4.16 The VVS must all allow each Facility to establish an approved visitor list by inmate.
- 4.17 The VVS shall show real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
  - 4.17.1 Set user ID;
  - 4.17.2 Set password;
  - 4.17.3 Set classification roles and associated tasks;
  - 4.17.4 Capture the user's first, middle and last name;
  - 4.17.5 Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
  - 4.17.6 Allow for live monitoring of all video visitation sessions simultaneously (excluding attorney or clergy video visitation sessions);
  - 4.17.7 Manually terminate video visitation sessions;
  - 4.17.8 Report status of all video visitation stations (whether idle or offline); and
  - 4.17.9 Configure the type of video visitation station to which an inmate has access.
- 4.18 The VVS must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow Customer the same features and functionalities, permitted by the user's level of access, available on the control workstation.

## 5. KIOSK SPECIFICATIONS

- 5.1 The Kiosks shall be configured to only allow inmates access to the applications approved by Customer. Additional applications shall be mutually agreed upon by Customer and ITSP. Inmates shall be prohibited from having any access to the internet or any external applications. The Kiosks must communicate with preapproved applications and servers only.
- 5.2 The ITSP shall install, operate, and maintain Kiosks for each of the Facility(s) as specified in **Attachment B**. ITSP's inmate kiosks shall include, but not limited to, the following applications:
  - 5.2.1 Trust Account Look-Up,
  - 5.2.2 Inbound Inmate Electronic Messaging,
  - 5.2.3 Outbound Inmate Electronic Messaging,
  - 5.2.4 Inmate Debit Telephone Account Purchases,
  - 5.2.5 Law Library Access (requires interfacing with Legal Research and Associates),
  - 5.2.6 Commissary Purchases,
  - 5.2.7 Court Date/Out Date Information,
  - 5.2.8 Medical Appointment Setting,
  - 5.2.9 Electronic Grievances (Inmate complaints),
  - 5.2.10 Inmate Handbook,
  - 5.2.11 Inmate Notices/Bulletins, and
  - 5.2.12 Inmate request slips. (Inmate basic request)
- 5.3 The Kiosks shall be configurable by the Customer for the following:
  - 5.3.1 The number of login session per inmate, per Kiosk or group of Kiosks;
  - 5.3.2 The number of login sessions per day, per week, month or year'
  - 5.3.3 Duration for each login session;
  - 5.3.4 Discontinuing an inmate's session due to inactivity during and after login;
  - 5.3.5 Automatic scheduling dictating the time of day the Kiosks are available for use; and

- 5.3.6 Scheduling shall be done by Kiosks or group of Kiosks;
- 5.4 The Kiosks shall be capable of taking a photo of the inmate, at the beginning of the session to verify inmate' identity along with inmate's PIN and/or inmate ID number.
- 5.5 The Kiosks shall have the capability to view all stored passwords and reset an individual password.
- 5.6 The Kiosks shall have the capability to allow incoming and outgoing electronic messaging.
- 5.6.1 Electronic messages shall be configurable to limit the number of allowed characters.
- 5.6.2 Electronic messages shall not allow attachments to be included.
- 5.6.3 Electronic messages, at a minimum, shall include the inmate's first name and last name, current housing unit, and the inmate's ID.
- 5.6.4 The Kiosks shall allow inmates to retain an inbox of received electronic inmate messages, with the limit for read and unread electronic inmate messages to be designated by Customer.
- 5.6.5 The party sending an inmate an electronic message may be provided the opportunity to prepay for the inmate's response to the electronic message being sent.
- 5.6.6 Inmates shall be limited to responding to received electronic messages or writing new electronic messages only to a party from which an inmate has previously received an electronic message. Inmates shall be prohibited from initiating an electronic message to a party from which the inmate has never received an electronic message.
- 5.6.7 ITSP's system shall have the capability to require Customer approval of all electronic messages before transmission to the inmate. Should Customer reject an electronic message, ITSP shall transmit a notification message to the end-user or inmate notifying the message was not approved for delivery and the reason thereof. All electronic messages are eligible for charging, regardless of delivery status should the messages be rejected.
- 5.6.8 ITSP's system shall have the capability to alert Customer by email of specific activity based on pre-set criteria as designated by Customer.
- 5.6.9 ITSP's system shall have the capability to translate electronic messages in both English and Spanish.
- 5.6.10 ITSP's system shall have the capability to analyze and provide exportable reports with electronic messages to identify which inmates are receiving messages or sending messages to the same end-user.
- 5.6.11 ITSP's system shall have the capability for Facility staff shall be allowed to send free electronic messages to the inmates or a group of inmates as designated by Customer.
- 5.7 The ITSP shall provide Customer with remote access to Kiosks at no cost to Customer for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications and services provided.
- 5.8 The ITSP shall provide workstations at each of the Facilities as specified in **Attachment B**.
- 5.8.1 The ITSP shall have the capability to require the use of a username and password, with access levels designated by Customer.
- 5.9 The ITSP shall have the capability to disable and/or shut off service to a single Kiosk or group of Kiosks based on the user level and password, and not interrupt other Kiosks.

## 6. LOBBY KIOSK SPECIFICATIONS

- 6.1 The ITSP shall install, operate, and maintain a payment solution via a touch screen lobby kiosk at each of the Facilities at no cost to Customer. Lobby kiosk services shall include, but not be limited to deposits into an inmate's:
- 6.1.1 Trust account;
  - 6.1.2 Commissary account;
  - 6.1.3 Pre-paid collect account;
  - 6.1.4 Debit Account; or
  - 6.1.5 Bail payments.
- 6.2 Any approved fees associated with account funding at the lobby kiosk are as specified in **Attachment C**.

## 7. INTAKE KIOSK SPECIFICATIONS

- 7.1 The ITSP shall install, operate, and maintain 1 intake kiosk for the Facility specified in **Attachment B**. ITSP's intake kiosk shall include, but not limited to, the following features:
- 7.1.1 The capability to accept cash and coin from inmates when entering the Facility(s). Vendor shall specify the amount of bills and coins the intake kiosk can accept at one time, as well as how often the intake kiosk would be collected based on money collected.
  - 7.1.2 The capability to validate cash to ensure no collection of counterfeit monies. Customer shall not be responsible for any counterfeit monies accepted by the intake kiosk.
  - 7.1.3 ITSP technicians shall be responsible for regularly collecting money from the intake kiosks.
  - 7.1.4 ITSP shall set-up an advanced funding arrangement with Customer based on an average deposits. ITSP shall conduct a daily audit, every 24 hours and true-up Electronic Fund Transfers (EFTs) to return the advanced funding account to the agreed upon amount. Customer's banking partner is Union Bank.
  - 7.1.5 The capability to provide a transaction number or allow Facility personnel to enter an alphanumeric transaction number to initiate each transaction for auditing and tracking purposes.
  - 7.1.6 The capability to provide a unique identifier per user to identify the Facility personnel accepting the money in the intake kiosk for auditing and tracking purposes.
  - 7.1.7 The capability to allow Facility personnel to enter an alphanumeric inmate identification number for each transaction for auditing and tracking purposes.
  - 7.1.8 The capability to print a receipt for each transaction to maintain with each inmate's property upon entering the Facility.
  - 7.1.9 ITSP shall provide 24 hour on-line access, reporting and monitoring including remote access.
  - 7.1.10 The capability to run auditing and history reports on a daily basis. ITSP shall indicate if the reports can be broken down to the shift level as well as by the transaction number, personnel unique identifier, and/or the inmate identification number.
  - 7.1.11 The capability to allow for inmates to pre-fund inmate telephone debit accounts with a credit or debit card at time of booking from the intake kiosk.
  - 7.1.12 ITSP's intake kiosk shall also include a Debit Release Card application to provide to the inmates at the time of their release. The Debit Release Cards shall be available for use in the United States and Mexico and provided at no cost to Customer.

## 8. ITS SECURITY FEATURES

- 8.1 The ITS shall prohibit:

- 8.1.1 Direct-dialed calls of any type;
  - 8.1.2 Access to a live operator for any type of calls;
  - 8.1.3 Access to "411" information service;
  - 8.1.4 Access to 800, 866, 888, 877, 900, 911, and any other 800 and 900 type services; and
  - 8.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 8.2 The ITS shall prevent call collision or conference calling among telephone stations.
- 8.3 The ITS must 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). Customer must be able to shut down the ITS via an ITSP provided workstation, ITSP's web-based user application and/or by cut-off switches at several locations including, but not limited to:
- 8.3.1 At demarcation location;
  - 8.3.2 Central control; and
  - 8.3.3 By select housing units.
- 8.4 The ITS must be able to shut down and/or disable an individual telephone or telephone group(s) based on prescribed phone schedules. The ITS must be flexible to allow phone schedule modification for holidays and weekends.
- 8.5 The ITS shall allow Customer to modify phone schedules without ITSP's assistance.
- 8.6 As specified by Customer, the ITS shall be capable of modifying the phone schedules at no cost to Customer.
- 8.7 The ITS shall not accept any incoming calls. ITSP shall work with the LECs to ensure such control.
- 8.8 ITSP shall ensure its customer service number is displayed on the end-user's caller ID each time a call from the Facilities is placed.
- 9 The ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. The inmate may not be able to interfere with these announcements. Contractor shall exclude the duration associated with the pre-recorded announcements from the number of billable seconds to which the calling rate is applied.
- 8.10 The ITS, upon detection of a three -way call, forwarded call, conference call, etc. shall have the capability to terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 8.11 The ITS shall allow the end-user to block their telephone number during the call acceptance process.
- 8.12 The ITS shall detect when a call has been answered.
- 8.13 The ITS shall prohibit certain telephone numbers from inmate dialing.
- 8.14 As specified by Customer, the ITS shall allow calls to specific numbers at specified times during the day.
- 8.15 The ITS shall limit 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 call limit for the Facilities is specified in **Attachment B**.
- 8.16 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

## 9. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

Customer shall utilize the Personal Identification Number ("PIN") application allowing inmates to use PINs to complete collect, pre-paid and debit, free and speed dial calls, standard visitation and video visitation and other transactions from the Kiosks at the Facilities.

- 9.2 The ITS, VVS and Kiosk systems shall interface with the Facility's Jail Management System ("JMS") to allow inmate PINs to be automatically created, transferred, activated and deactivated in each system based on the inmate's status in the JMS.
- 9.2.1 The ITS, VVS and Kiosks shall be capable of accepting and storing the inmate's PIN. The ITS shall be capable of receiving the PIN from the JMS. The ITS shall be capable of changing the PIN as needed.
- 9.2.2 The ITS, VVS and Kiosks shall each be capable of documenting the date/time when an individual PIN was added or modified and the user making the change.
- 9.2.3 The ITS, VVS and Kiosks shall each be capable of deactivating a PIN upon an inmate's release and reactivating the same PIN if the inmate reenters the Facility(s) at a future date.
- 9.3 Customer shall not be responsible for manually entering PINs into the ITS, VVS or Kiosks when new inmates arrive at the Facilities.
- 9.4 ITSP agrees the inmate information from the Customer's JMS will be available to the ITS, VVS and Kiosk system within 15 minutes of ITSP's receipt of inmate information.
- 9.5 Customer shall not be responsible for any costs associated with ITSP's interface with the JMS and/or Commissary provider.
- 9.6 The PINs shall be stored in ITSP's database that is accessible to designated users, depending upon the user's password level and authorization.
- 9.7 The ITS, VVS and Kiosks shall include, at a minimum, an alert system that will detect and prohibit an attempted call or video visitation session made to a restricted number or end-user, an attempted call or video visitation session using a restricted PIN, or an attempted call or video visitation session made from a restricted telephone or video visitation station.
- 9.8 The ITS shall be capable of storing a list of Personal Allowed Numbers ("PAN") associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
- 9.9 At Customer's sole discretion, PINs may be or may not be required for booking/intake phones.

## 10. ITS MONITORING AND RECORDING REQUIREMENTS

- 10.1 The ITS shall be capable of permitting full monitoring and recording of all inmate calls, standard visitation sessions and voicemails from any inmate telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney or clergy/client restrictions. The ITSP shall be capable of excluding restricted or privileged calls and clearly designate non-recorded calls within the ITSP's user application.
- 10.2 The ITS shall comprehensively record all inmate calls, standard visitation sessions and video visitation sessions at the Facilities. At a minimum, the ITSP shall allow designated users at the Facilities to play back a recorded call, standard in progress (e.g. live monitoring) via the ITSP's user application.
- 10.3 The ITS shall be capable of recording all inmate calls, standard visitation sessions and voicemails in a manner that allows designated user to isolate the inmate or the end-user side of the recording or playback as well as provide simultaneous playback of recorded calls and standard visitation sessions as well as continuous audio recording of live conversations and standard visitation sessions.
- 10.4 The ITS shall be capable of live monitoring which allows Customer to view, at a minimum, the following information in chronological orders.
- 10.4.1 Call Start Time;
- 10.4.2 Facilities;
- 10.4.3 Phone Location Name;

- 10.4.4 Inmate Name;
  - 10.4.5 Inmate PIN;
  - 10.4.6 Called Number;
  - 10.4.7 Called City, State;
  - 10.4.8 Call Type;
  - 10.4.9 Bill Type;
  - 10.4.10 Call Status; and
  - 10.4.11 Duration.
- 10.5 All CDRs, including all attempted and completed calls, standard visitation sessions and video visitation sessions, shall be stored online for a minimum period of 1 year and stored offline in a workable format for a minimum period of 1 year following the expiration of the Agreement.
- 10.6 All call recordings shall be stored online for a minimum period of 1 year and offline for a period of 1 year following the expiration or termination of this Agreement and any Addenda and/or Amendments.
- 10.7 The ITSP shall be responsible for supplying all storage media (CDs, DVDs, flash drives, etc.) at no cost to Customer throughout the life of this Agreement and any renewal terms.
- 10.8 ITSP shall pay Customer liquidated damages in the amount of \$1,000.00 per each instance wherein Customer suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify ITSP of such instances and provide up to 3 days per instance for ITSP to produce the call recordings. ITSP shall be notified of the total amount due via written notice from Customer. Customer will invoice ITSP and payment shall be due within 30 days of ITSP's receipt of invoice.
- 10.9 At no cost to Customer, ITSP shall supply 4 workstations, working real-time with the ITS, VVS, and Kiosks for such monitoring, recording and reporting to allow Customer access to all CDRs, calls, voicemails and standard visitation session recordings, Kiosk transactions, documentation, reports, data and etc. contained in the ITS. Each workstation shall include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). These workstations shall become the property of Customer after expiration, cancellation or termination of this Agreement.
- 10.9.1 The provision of remote access shall allow Customer and/or its Designated Agent, access to the same features and functionalities, permitted by the user's level of access, available on the ITSP provided workstations.
- 10.10 For the term of this Agreement, Customer shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
- 10.11 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 10.12 The ITS shall have the capability of automatically providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. The ITS shall be able to alert investigators (cell phone, pager, SMS text, email and etc.) and offer live monitoring of calls by tagging a specific dialed number(s) or PIN(s). Monitoring shall require a security PIN and shall not be detectable by the inmate or the end-user and the ITS should be able to allow multiple end-points to monitor ongoing conversations.
- 10.13 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.
- 10.14 The ITS shall be able to email and copy the recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 15 ITSP shall provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible by service center personnel and shall provide failure reports, service history and other diagnostics.

- 10.16 It is mandatory that the playback of any selected channel, including standard visitation, must be accomplished while continuing to record all input channels.

## **11. PRE-PAID / DEBIT APPLICATION**

- 11.1 The pre-paid and/or debit application must include, but shall not be limited to, the following:
- 11.1.1 The pre-paid and/or debit application shall work with the ITS, VVS and Kiosks provided.
  - 11.1.2 The pre-paid and/or debit application shall allow for pre-payment to a specific account associated to a telephone number, visiting party and/or inmate account by an inmate and/or end-user.
  - 11.1.3 The ITS shall provide the inmate with the balance of their debit account at the time of the call.
  - 11.1.4 The ITS shall provide the end-user with the balance of their pre-paid account at the time of the call, electronic message or process for scheduling a video visitation.
  - 11.1.5 The debit application shall allow international calls.
- 11.2 The debit application shall interface with the Customer's 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. Customer shall not be responsible for any cost associated with the interface. The current commissary provider and JMS provider is Spillman Technologies, Inc.
- 11.3 If ITSP utilizes the onsite commissary provider to distribute and charge for inmate telephone services, ITSP will be responsible for the provision of 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, ITSP is solely responsible for obtaining a resale certificate from the commissary provider. The ITSP's agreement with the commissary provider must address the requirements set forth in this section.
- 11.4 The pre-paid and/or debit application shall be capable of terminating a pre-paid and/or debit account, and issue a refund in a manner specified by Customer. ITSP shall return any unused monies in a pre-paid account to the end-user upon request at the time of closure of the account. Further, ITSP shall comply with applicable state law with respect to any such refunds, including the California Unclaimed Property Act.
- 11.5 At the request of Customer, ITSP shall supply Customer with signage, brochures, flyers regarding ITSP's pre-paid and/or debit program at no cost to Customer.

## **12. SECURITY**

- 12.1 All ITSP employees shall obtain, at ITSP's cost, the appropriate personnel background security clearances prior to arrival at the Facilities. All ITSP employees will comply with Customer's policies and procedures. Entry to the Facilities is subject to the approval of Customer. ITSP employees who fail the security clearance will not be permitted inside Customer's Facilities.

## **13. TRAINING**

- 13.1 ITSP shall provide onsite training to Customer's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be provided to Customer's staff at all training meetings and will become the property of Customer.
- 13.2 When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS.
- 13.3 ITSP shall provide full documentation for all of the ITS, VVS and Kiosk features at no cost to Customer.

#### 14. GENERAL TERMS & CONDITIONS

- 14.1 ITSP shall notify Customer within 30 days of any new software upgrades specific to the ITS, VVS, Kiosks and associated features that are currently installed at Customer's Facilities pursuant to this Agreement. ITSP shall upgrade the ITS, VVS and Kiosks with the new software versions and new hardware as required by Customer at no cost to Customer.
- 14.2 ITSP shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The ITSP shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone and Video Visitation Service Provider.
- 14.3 ITSP 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 Customer to its employees and all subcontractors to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of ITSP's personnel involved. Customer may require, at ITSP's expense, drug testing of ITSP's personnel if no drug testing records exist or if such test results are older than 6 months.

#### 15. SINGLE POINT OF CONTACT

- 15.1 ITSP shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone- and video visitation related activities, inquiries, service requests and issues. ITSP shall provide Customer and its Designated Agent with contact information for the AE which shall include a toll-free telephone number, mobile number and email address for ITS, VVS, and Kiosk service issues.

#### 16. UPGRADES AND PERFORMANCE PROCESS

- 16.1 ITSP shall provide Customer, or its' Designated Agent, with written notice, including detailed information, of any new software upgrades or features for the ITS, VVS and Kiosks, within 30 days of the introduction of the new software or features.
- 16.2 The ITSP shall adhere to the following Performance Process when upgrading the ITS, VVS and Kiosks software and equipment, or performing any changes to the ITS, VVS and Kiosks at Customer's Facilities. Any deviation from this process may result in liquidated damages to ITSP. Such liquidated damages will be equal to \$300.00 per occurrence. The liquidated damages shall be due and payable by ITSP within 30 days of receipt of invoice from Customer, or it's Designated Agent, of the total amount due.
- 16.3 ITSP shall perform extensive testing on all system changes or upgrades prior to discussing with Customer. At a minimum the extensive testing shall include:
- 16.3.1 Extensive testing on a system identical to the existing ITS, VVS and Kiosks at the Facility(s).
  - 16.3.2 Circuit testing.
  - 16.3.3 Configuration/setting preservation testing.
  - 16.3.4 Call processing.
  - 16.3.5 Visitation session processing and audio recording.
  - 16.3.6 Debit/pre-paid card calling.
  - 16.3.7 International call testing.
  - 16.3.8 Deposits
- 16.4 ITSP shall receive written notification from Customer, or its Designated Agent, before scheduling or proceeding with any functionality changes to the ITS, VVS and Kiosks at the Facilities, especially if the changes will cause an interruption in service.
- 16.5 Upon receiving Customer's approval, ITSP shall provide Customer with written details regarding any changes to voice prompts, dialing procedures, or existing processes. Such instructions shall be provided in English and Spanish and

posted throughout the Facilities.

- 16.6 Customer, at its option, shall have a minimum of 2 weeks to notify inmates at Customer's Facilities of any ITS, VVS and Kiosks changes that are going to specifically affect the inmates.
- 16.7 ITSP shall work with the Facilities to schedule the changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. ITSP shall coordinate a convenient time and day with Customer to implement the changes or upgrades to the ITS, VVS and Kiosks to avoid an interruption in service.
- 16.8 ITSP shall coordinate a technician to be on site the day of implementation to ensure the ITS, VVS and Kiosks are functioning correctly.
- 16.9 All said changes or upgrades shall be made by ITSP at no cost to Customer.

## 17. GENERAL MAINTENANCE

- 17.1 ITSP shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.
- 17.2 ITSP shall provide the necessary labor, parts, materials, and transportation to maintain all telephones and video visitation stations in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement. No charge shall be made to Customer for maintenance of the ITS, VVS and Kiosks.
- 17.3 Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request, ITS, VVS or Kiosk failure. ITSP must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Customer, and/or its Designated Agent, shall be notified of the technician's arrival onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. ITSP shall notify Customer any time a technician is dispatched to the Facilities.
- 17.4 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS, VVS or Kiosks. ITSP shall assume responsibility to repair any and all such damages. In addition, ITSP shall ensure that all inmate telephones and video visitation stations are operable and maintained at an acceptable level.
- 17.5 All issues surrounding the ITS, VVS and Kiosks shall be reported by ITSP to Customer or its Designated Agent promptly.
- 17.6 ITSP shall schedule a recurring monthly preventative maintenance visit at each of the Facilities specified in **Attachment B** to ensure the ITS, VVS and Kiosk equipment is in proper working order and to proactively address potential equipment repairs. During the monthly preventative maintenance visit, ITSP shall physically check each inmate and standard visitation telephone, Kiosks and video visitation stations at the Facilities to ensure it is in proper working condition. Any telephones, Kiosks or video visitation stations in need of repair will be repaired, if possible, during the visit.
- 17.7 ITSP shall maintain an adequate inventory of spare parts readily available for repairs and maintenance of the ITS, VVS, Kiosks and related equipment. ITSP shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the Facilities.

## 18. ADDITIONAL TECHNOLOGY

### 18.1 Voicemail

- 18.1.1 Upon the sole discretion of Customer, ITSP shall provide and maintain inmate voicemail technology, at no cost to Customer, and as described herein in addition to the services provided by ITSP to Customer in this Agreement:

18.1.1.1 Voicemail shall be a one-way communication program allowing end-users to leave a secure voicemail message for inmates. Each voicemail shall have a 30-second time limit and shall be recorded, stored and accessible via the ITS.

18.1.1.2 Voicemail shall only be accessible by the Customer and inmate via the ITS. To record a voicemail, end-users shall contact ITSP to create a pre-paid account if one does not already exist. End-users will be supplied a toll free number and shall be capable of leaving a voicemail for the inmate based on the inmate's PIN. The ITSP shall have the capability of notifying the inmate of the voicemail and allowing the inmate to retrieve the voicemail by inputting the inmate's PIN.

18.1.1.3 Customer may cancel voicemail at any time during the term of this Agreement without penalty.

## 18.2 Voice Biometrics

18.2.1 Upon the sole discretion of Customer, ITSP shall provide its Telmate Investigator, Voice Biometrics which shall integrate with the ITS at no additional cost to Customer and shall be accessible through the ITS user application.

18.2.2 ITSP shall be onsite during, and immediately following, the enrollment process to ensure that the voice biometrics feature is properly implemented.

18.2.3 ITSP agrees to provide maintenance to voice biometrics in accordance with **Attachment A, Section 13 - General Maintenance**.

18.2.4 Customer reserves the right to discontinue the use of voice biometrics at any time during the term of this Agreement without any penalty.

## 18.3 Voice to Text

18.3.1 Upon the sole discretion of Customer, ITSP shall provide its voice to text feature at no additional cost to the Customer and shall be accessible through the ITS user application.

18.3.2 ITSP shall allow investigators and authorized users to select any completed call and add the call to a transcription queue and/or select to automatically transcribe the calls. Transcriptions appear as an investigator note attached to the call.

18.3.3 Customer may cancel voice to text at any time during the term of this Agreement without penalty.

**ATTACHMENT B  
FACILITY SPECIFICATIONS:  
Regional Adult Detention Facility  
328 Applestill Road  
El Centro, CA 92243**

ADP:	267
Number of Beds:	288
Call Time Limit:	None
Hours of Availability for Inmate Telephones:	7:00 am – 10:00 pm M-Su
Inmate Telephones Required:	39
Required Telephone Cord Length (Inmate Telephones):	18 inches
Portable/Cart Phones Required:	8
Workstations Required:	3
Inmate Kiosks	8
Visitor Video Visitation Stations	4
Attorney Video Visitation Station (in the old booking lobby for attorney/inmate visits)	1
Lobby Kiosk	1
Intake Kiosk	1
Standard Visitation Telephones (Inmate and Public)	24
TDD Telephones Required:	1

**Herbert Hughes Correctional Facility  
328 Applestill Road  
El Centro, CA 92243**

ADP:	267
Number of Beds:	314
Call Time Limit:	None
Hours of Availability for Inmate Telephones:	7:00 am – 10:00 pm M-Su
Inmate Telephones Required:	26
Required Telephone Cord Length (Inmate Telephones):	18 inches
Hours of Availability for Video Visitation:	7:00 am – 10:00 pm M-Su, excluding 3:00 pm – 4:30 pm
Workstations Required:	1
Inmate Kiosks/Video Visitation Stations	13
Visitor Video Visitation Stations	0
Standard Visitation Telephones (Inmate and Public)	4
TDD Telephones Required:	1

Imperial County Probation Juvenile Hall  
324 Applestill Road  
El Centro, CA 92243

ADP:	8
Number of Beds:	72
Call Time Limit:	None
Hours of Availability for Inmate Telephones:	24/7
Inmate Telephones Required:	8
Required Telephone Cord Length (Inmate Telephones):	18 inches
Workstations Required:	1
TDD/TDY Telephones Required:	1

**ATTACHMENT C**

Local	\$ -	\$0.25	\$ -	\$0.21	\$ -	\$0.21
Intralata	\$ -	\$0.25	\$ -	\$0.21	\$ -	\$0.21
Intrastate	\$ -	\$0.25	\$ -	\$0.21	\$ -	\$0.21
Interstate	\$ -	\$0.25	\$ -	\$0.21	\$ -	\$0.21

Pre-Paid Funding Fee via Check or Money Order:	\$0.00
Pre-Paid Funding Fee via Cash or Credit/Debit Card via Internet, Kiosk, IVR, etc.:	\$3.00
Federal Universal Service Fee (FUSF):	% of Call Amount - Varies Quarterly and set by FCC
Intake Kiosk Fee:	\$0.00
Trust Transfer Fee:	\$0.00
All Other Fees:	\$0.00

ITSP's commission percentage of 60% shall be applied to Local, Intralata/Intrastate, Interlata/Intrastate and International Gross Revenue as specified in **Section 5 - Compensation**. ITSP's commission percentage of 0% shall be applied to Interlata/Interstate Gross Revenue as specified in **Section 5 - Compensation**. Single call services such as Quick Connect are prohibited.

Call Time Limit	Per Minute	Maximum Cost Per Visit
30 Minutes	\$0.50	\$15.00

ITSP's commission percentage of 25% shall be applied to all completed remote and charged, onsite video visitation sessions.

Outgoing Per Message:	\$0.35
Incoming Per Message:	\$0.35

ITSP's commission of \$0.03 per completed message shall be applied to all electronic messages with the exception of messages sent from Facility Staff to any inmate or group of inmates.

Per Message	\$1.00
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ITSP's commission percentage of 60% shall be applied to all completed voicemails.



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 6/2/15

Approved by the Board of Supervisors

Date 6/1/15 Minute Order # 25

Clerk of the Board of Supervisors  
County of Imperial

BY: Aneque  
Deputy