

# Board Contract Summary

BC

19226

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	
D2.	Department Name .....	
D3.	Contact Person .....	
D4.	Telephone .....	

K1.	Contract Type ( <i>check one</i> ):      Personal Service      Capital	
K2.	Brief Summary of Contract Description/Purpose .....	
K3.	Department Project Number.....	
K4.	Original Contract Amount.....	\$
K5.	Contract Begin Date .....	
K6.	Original Contract End Date .....	
K7.	Amendment? (Yes or No).....	
K8.	- New Contract End Date .....	
K9.	- Total Number of Amendments .....	
K10.	- This Amendment Amount.....	\$
K11.	- Total Previous Amendment Amounts.....	\$
K12.	- Revised Total Contract Amount .....	\$

B1.	Intended Board Agenda Date .....	
B2.	Number of Workers Displaced ( <i>if any</i> ) .....	
B3.	Number of Competitive Bids ( <i>if any</i> ).....	
B4.	Lowest Bid Amount ( <i>if bid</i> ) .....	
B5.	If Board waived bids, show Agenda Date..... and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? ( <i>If Yes, cite Paragraph</i> ).....	

F1.	Fund Number .....	
F2.	Department Number.....	
F3.	Line Item Account Number.....	
F4.	Project Number ( <i>if applicable</i> ).....	
F5.	Program Number ( <i>if applicable</i> ) .....	
F6.	Org Unit Number ( <i>if applicable</i> ).....	
F7.	Payment Terms.....	

V1.	Auditor-Controller Vendor Number .....	107816
V2.	Payee/Contractor Name.....	
V3.	Mailing Address.....	
V4.	City State (two-letter) Zip (include +4 if known).....	
V5.	Telephone Number .....	
V6.	Vendor Contact Person .....	
V7.	Workers Comp Insurance Expiration Date .....	
V8.	Liability Insurance Expiration Date .....	
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff).....	

V11    Company Type (*Check one*):      Individual      Sole Proprietorship      Partnership      Corporation

**I certify** information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_



Legislation Details (With Text)

**File #:** 18-00686      **Version:** 1

**Type:** Agenda Item      **Status:** Passed

**File created:**      **In control:** BOARD OF SUPERVISORS

**On agenda:** 8/28/2018      **Final action:** 8/28/2018

**Title:** Consider recommendations regarding a Sheriff's Office Inmate Communication Services Contract, as follows:

a) Approve and authorize the Chair to execute an Agreement with Telmate LLC to provide inmate communication services at Sheriff's Office facilities for the period effective from September 1, 2018 through August 31, 2021, with the option to renew for two one-year extensions or on a month to month basis (not to exceed 12 months); and

b) Determine that the recommended actions do not constitute a Project within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA guidelines, because the actions consist of organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**Sponsors:** SHERIFF

**Indexes:**

**Code sections:**

**Attachments:** 1. Board Letter, 2. Attachment 1 - Inmate Communication Services Agreement, 3. Attachment 2 - Mandatory Requirements\_FINAL, 4. Attachment 3 - ICS contract 2016, 5. Attachment 4 - Board Contract Summary Form

Date	Ver.	Action By	Action	Result
8/28/2018	1	BOARD OF SUPERVISORS	Acted on as follows:	Pass

Consider recommendations regarding a Sheriff's Office Inmate Communication Services Contract, as follows:

a) Approve and authorize the Chair to execute an Agreement with Telmate LLC to provide inmate communication services at Sheriff's Office facilities for the period effective from September 1, 2018 through August 31, 2021, with the option to renew for two one-year extensions or on a month to month basis (not to exceed 12 months); and

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BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Sheriff  
**Department No.:** 032  
**For Agenda Of:** August 28, 2018  
**Placement:** Administrative  
**Estimated Time:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors

**FROM:** Department Bill Brown, Sheriff-Coroner (ext. 4290)  
Director(s)  
Contact Info: Ryan Sullivan, Custody Lieutenant (Ext. 4199)

**SUBJECT:** Sheriff's Office Inmate Communication Services Contract

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: N/A

As to form:

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

a) Approve and authorize the Chair to execute an Agreement with Telmate LLC to provide inmate communication services at Sheriff's Office facilities for the period effective from September 1, 2018 through August 31, 2021, with the option to renew for two one-year extensions or on a month to month basis (not to exceed 12 months).

b) Determine that the recommended actions do not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA guidelines, because the actions consist of organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**Summary Text:**

The Sheriff's Office completed a competitive bid process to select an inmate communications services vendor in June 2018. As a result of this competitive bid process, Telmate, LLC was selected as the new vendor for inmate communications for the period effective from September 1, 2018 through August 31, 2021, with the option to renew for two one-year extensions or renew on a month to month basis (not to exceed 12 months).

**Background:**

The Sheriff's Office has contracted with multiple different vendors for inmate communication services for several years. Traditionally, inmate communication services has solely included inmate telephone services. Technological advancements have changed the inmate telephone communication landscape and many vendors now offer inmate tablets and/or kiosks that allow inmates to communicate with friends and families as well as staff and also access resources, education, and entertainment, which enhances quality of life for inmates within correctional facilities.

The Sheriff's Office currently has a contract with another vendor (Inmate Calling Solutions, LLC) for existing inmate communication services that will end on February 2, 2019. Due to construction of a new correctional facility (the Northern Branch Jail) within the county, the new vendor (Telmate, LLC) will be required to begin installation of communications equipment and infrastructure prior to the end of the current contract with Inmate Calling Solutions, LLC. Therefore, the Sheriff's Office initiated this contract with Telmate, LLC to begin in September 2018 at the Northern Branch Jail, with the plan of Telmate, LLC commencing services at the Main Jail in February 2019, following the expiration of the contract with the current vendor.

Vendors contracted for inmate communication services are responsible for providing all equipment, wiring and installation labor to allow inmates to communicate with friends and families via the use of telephones and/or tablets. The vendor collects revenue from the sales of telephone calls or entertainment purchases. The Sheriff's Office receives a commission on the sales incurred, which is deposited into the Inmate Welfare Fund (Fund 0075). The money deposited into the Inmate Welfare Fund must be expended by the Sheriff's Office primarily for the benefit, education and welfare of the inmates confined within the jail, pursuant to California Penal Code §4025(e).

Telmate, LLC, a wholly owned subsidiary of GTL, is a U.S. based inmate communications provider founded in 1998 that offers a suite of products and services to facilitate appropriate inmate communications. Telmate has offered inmate telephone services since 2005, onsite and remote video visitation since 2011 and inmate tablets since 2013. Telmate has offices in Los Angeles and Ontario, California and is headquartered in San Francisco, California.

In March 2018, the Sheriff's Office, in coordination with our inmate communication services consultant, Praeses, LLC, distributed a Request for Proposal (RFP) for qualified, experienced vendors who could provide reliable, cost effective inmate communication services.

Four vendors submitted responses to the RFP. Each of the proposals were evaluated by an evaluation team made up of Sheriff's Office managers. Potential vendors were scored in several areas, including, but not limited to: their offerings of core technologies (inmate telephone systems, video visitation systems, tablets, etc.); financial transparency; service; overall compliance with the RFP conditions; and cost proposal.

Following this evaluation, the evaluation team selected Telmate as the company who they believed would provide the best equipment, service and value to the Sheriff's Office and the inmate population incarcerated in Sheriff's Office facilities.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Revenue:</u></b>	<b><u>Annualized On-going Revenue:</u></b>
General Fund		
State		
Federal		
Fees		
Other:	\$ 340,000.00	\$ 575,000.00
<b>Total</b>	<b>\$ 340,000.00</b>	<b>\$ 575,000.00</b>

Narrative:

The vendor has agreed to pay 72% revenue share to the county on gross revenue generated by and through the Inmate Telephone System. The contract has a minimum annual guarantee of \$500,000 of revenue to the Inmate Welfare Fund. The contract also includes an upfront supplemental payment in the amount of \$100,000, payable within 5 days of the date of execution of this agreement. All inmate telephone calling rates will remain unchanged.

Inmates and/or their friends and family members may purchase services directly from the vendor for telephone and/or entertainment services. Inmates may also purchase services through the contracted commissary provider. Inmates within the county jail have an institutional account in which money can be deposited under their name to purchase services. Payments made from individual inmates is transferred from the inmates' institutional account to the vendor by the Sheriff's Office. In accordance with California Penal Code Section 4025(d), the Sheriff's Office Inmate Welfare Fund reconciles with the vendor monthly and records their portion of revenue (72%). Due to the fact that money is transferred from the Sheriff's Office to the vendor directly to cover the vendors portion of the revenue share (28%), this contract was set an amount not to exceed \$2,000,000.00 over the course of the five year (if extended) contract. As this is a revenue contract, the total costs of the contract will not exceed the revenue collected by the Sheriff's Office. It is estimated that the Sheriff's Office will receive approximately \$575,000.00 in annual revenue to the Inmate Welfare Fund as a result of this contract. The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education and welfare of the inmates confined within the jail.

**Key Contract Risks:**

As this contract is primarily a revenue contract, the consequences of contract failure would be that the Sheriff's Office would have to terminate the contract and select another vendor for inmate communications services. The agreement contains the County's standard termination clause and suspension for convenience clause. The vendor has conducted business for twenty years and is a large vendor in the inmate communications services industry.

**Special Instructions:**

Clerk of the Board: Please send two executed original copies of the Inmate Communication Services Agreement to Lt. Ryan Sullivan, Sheriff's Office.

**Attachments:**

- 1) Three original copies of Inmate Communication Services Agreement (15 pages).
- 2) Attachment 1 to Inmate Communication Services Agreement – Mandatory Requirements (56 pages).
- 3) Inmate Telephone Services Agreement with Inmate Calling Solutions, Inc. 2016 (35 pages).
- 4) Board Contract Summary (1 page).

**Authored by:**

Ryan Sullivan, Custody Lieutenant – Santa Barbara County Sheriff's Office

# INMATE COMMUNICATION SERVICES AGREEMENT

## Santa Barbara County Sheriff's Office

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and Telmate, LLC, a wholly owned subsidiary of Global Tel\* Link (GTL) with an address at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Vendor"), wherein Vendor agrees to provide and County agrees to accept the services specified herein, effective September 01, 2018 ("Effective Date").

**WHEREAS**, Vendor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Vendor pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. AGREEMENT

- 1.1. Pursuant to RFP No.:FY2018, County hereby awards this Agreement to Vendor and provides Vendor the exclusive right and privilege to install and operate all inmate communication services (inmate telephone service, video visitation services, and correctional-grade tablets) and related equipment at County's Northern Branch Jail (NBJ). County shall provide Vendor the exclusive right and privilege to install and operate inmate communication services at Southern Branch Jail (SBJ) effective February 1, 2019 or other date mutually agreed upon, in writing, by County and Vendor. **Attachment 1 –Mandatory Requirements** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1 – Mandatory Requirements**. Details surrounding County's Facilities and required equipment can be found in **Attachment 1- Section I (Facility Specifications)**. Vendor shall, at no cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to make free, collect, pre-paid and/or debit local, long distance and international calls and visitation sessions from the Facilities pursuant to the terms set forth herein.
- 1.2. Vendor shall provide turn-key video visitation solution (VVS) for Northern Branch Jail which shall include, without limitation, automated scheduling software, completion of onsite and remote video visitation sessions. Vendor shall install and operate all video visitation stations and related equipment. Vendor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates from the Facilities.
- 1.3. Vendor shall provide correctional-grade mobile device/tablet solution ("Tablets") at no cost to County. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, grievances and commissary ordering. County reserves the right to add an ITS and/or VVS application to the Tablets if selected.

### 2. TERM

2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of 3 years with an expiration date of August 31, 2021 ("Initial Term"). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for 2 additional 1 year terms or on a month to month basis (not to exceed 12 months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

### 3. **VENDOR RESPONSIBILITIES**

Vendor shall agree to all terms and conditions set forth in this Agreement, and Vendor shall agree to the specifications, including, but not limited to, the features and functionalities of the inmate telephone system ("ITS"), VVS and Tablets listed in **Attachment 1 – Mandatory Requirements**. If County designates an agent to act on County's behalf ("Designated Agent"), Vendor shall follow County's direction in working with such Designated Agent.

### **NEGOTIATED TERMS**

#### 4. **SURETY BOND**

Vendor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the state of State Name a Cashier's Check, or Irrevocable Letter of Credit payable to County within 10 calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to County in the amount of \$150,000.00 and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement name and/or dates of performance must be specified on the Surety Bond. In the event that County exercises its option to extend the Agreement for an additional period, Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

#### 5. **MINIMUM ANNUAL GUARANTEE**

Vendor shall pay County a Minimum Annual Guarantee ("MAG") in the amount of \$500,000.00 for each year under this Agreement. Additional MAG requirements are included in **Attachment 1, Section A (General Conditions)**.

#### 6. **UPFRONT SUPPLEMENTAL PAYMENT**

Vendor shall pay County an upfront supplemental payment in the amount of \$100,000.00 within 5 days of the date the Agreement is executed by both parties.

#### 7. **REVENUE SHARE, PAYMENT AND REPORTING**

7.1. Pursuant to Vendor's response to RFP No.: FY2018, Vendor shall remit to County 72% revenue share on Gross Revenue generated by and through the ITS. Gross Revenue is defined in **Attachment 1- Section D (General Conditions)**.



- 7.2. Pursuant to Vendors' response to RFP No.: FYI2018, Vendor shall remit to County 15% revenue share on Gross Revenue generated by and through the VVS. Gross Revenue is defined in **Attachment 1- Section D (General Conditions)**.
- 7.3. Pursuant to Vendors' response to RFP No.: FYI2018, Vendor shall remit to County 25% revenue share on Gross Revenue generated by and through the Tablets. Gross Revenue is defined in **Attachment 1- Section D (General Conditions)**.

## **8. RATES AND FEES**

- 8.1. Both parties herein mutually agree upon the rates and fees for the ITS, VVS and Tablets as detailed in **Attachment 1, Section J (Rates, Fees and Revenue Share)**.

## **9. ADDITIONAL TECHNOLOGY**

Vendor shall provide the following additional technology at no cost to County, as further detailed in **Attachment 1 – Section H (Additional Technology)**.

## **10. RECONCILIATION**

- 10.1. County, 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 date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all of County information pertaining to this Agreement. County retains the right to have another independent Agency of County's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement. In addition, if this Agreement exceeds \$10,000.00, Vendor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of 3 years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Vendor shall participate in any audits and reviews, whether by County and its Designated Agent or the State, at no charge to County.
- 10.2. Vendor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for the ITS, VVS and Tablets (if selected by County). The records shall include all CDRs, VVS detail records, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices, Tablet usage and associated purchases and revenue share reports during the term of this Agreement and for no less than 3 years after the term of this Agreement.
- 10.3. If federal, state or county audit exceptions are made relating to this Agreement, Vendor shall reimburse all costs incurred by federal, state, and/or county governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Vendor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

## 11. ASSIGNMENT AND MERGERS/ACQUISITION

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

## 12. TERMINATION/DEFAULT

- 12.1. In the event Vendor fails to perform any terms or conditions of the Agreement, County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 12.2. The Agreement between County and Vendor may be terminated by County upon 90-days written notice from County to Vendor without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 12.3. Should Vendor for any reason be unable to satisfy the requirements contained in the Agreement, County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.
- 12.4. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of the Agreement, which change affects (a) the rates permitted to be charged by the Vendor to inmates under the Agreement; (b) the right of County to recover its costs; or (c) the ability for Vendor to pay to County a revenue share, fees (including but not limited to the Cost Recoupment Payment) or other cost recovery mechanisms, then, at County's request, Vendor and County will negotiate in good faith an amendment to the Agreement reasonably

acceptable to County that enables County to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Vendor and County are unable to mutually agree on such an Agreement amendment within 30 days of County's request, then County may terminate the Agreement at its sole discretion and without penalty or liability to County, and County may select another inmate communication services provider.

### **13. INDEMNIFICATION**

- 13.1. Vendor shall defend, indemnify, and hold harmless County and its officers, officials, employees, agents and volunteers from any losses, costs (including reasonable attorney's fees and court costs) damages, judgments and/or liability) arising from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (b) the operation of Vendor's business or the inmate communication services; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands or liabilities are directly resulting from to the sole negligence or willful misconduct of County, its officers, officials, employees, agents and volunteers.
- 13.2. County agrees to provide Vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against County arising out of or related to the services rendered by Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 13.3. In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, Vendor shall at its sole cost and expense (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, County may terminate this Agreement upon providing sixty (60) days written notice to Vendor and Vendor shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.
- 13.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

### **14. INSURANCE**

- 14.1. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 14.2. Vendor shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation, as described below.

- 14.3. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided with the proposal to County.
- 14.4. **Minimum Scope of Insurance.** The coverage shall be at least as broad as:
- 14.4.1. **Commercial General Liability (“CGL”).** Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - 14.4.2. **Automobile Liability.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - 14.4.3. **Workers’ Compensation.** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - 14.4.4. **Professional Liability (Errors and Omissions).** Insurance appropriate to the Vendor’s profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - 14.4.5. If the Vendor maintains higher limits than the minimums shown above, County requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Vendor.
- 14.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 14.5.1. **Additional Insured.** County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
  - 14.5.2. **Primary Coverage.** For any claims related to this Agreement, the Vendor’s insurance coverage shall be the primary insurance as respect to County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Vendor’s insurance and shall not contribute with it.
  - 14.5.3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to County.
  - 14.5.4. **Waiver of Subrogation Rights.** Vendor hereby grants to County a waiver of any right to subrogation which any insurer of said Vendor may acquire against County by virtue of the payment of any loss under such insurance. Vendor agrees to

obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

- 14.5.5. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions must be declared to and approved by County. County may require the Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.5.6. **Acceptability of Insurers.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- 14.5.7. **Verification of Coverage.** Vendor shall furnish County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Vendor shall furnish evidence of renewal of coverage throughout the term of the Agreement. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 14.5.8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
- 14.5.9. **Subcontractors.** Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.
- 14.5.10. **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
  - 14.5.10.1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
  - 14.5.10.2. Insurance must be maintained and evidence of insurance must be provided for at least 10 days after Agreement execution.
  - 14.5.10.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Vendor must purchase "extended reporting" coverage for a minimum of 5 years after completion of Agreement work.

- 14.5.11. **Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.6. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. Vendor agrees to execute any such amendment within 30 days of receipt.
- 14.7. Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.
- 14.8. County agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against County arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 14.9. For any person or Vendor with whom Vendor enters into a contract to provide the services defined in this RFP, Vendor must:
- 14.9.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the 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.
  - 14.9.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project.
  - 14.9.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter;
  - 14.9.4. Notify County in writing, within 10 days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 14.10. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

## 15. DISCREPANCY

- 15.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its amendments, RFP No.: FY2018 and its attachments and amendments, and the Vendor's RFP response, the discrepancy or conflict shall be resolved as follows.
- 15.1.1. The specific provisions of the Agreement (and its attachments) will prevail over the RFP, its attachments and amendments.
  - 15.1.2. The RFP its attachments and amendments will prevail over the Vendor Response.

- 15.2. Exceptions or objections to specific RFP provisions in the Vendor's Response that have not been explicitly accepted by County in writing are not be included in this Agreement.

**16. SUBCONTRACTS**

- 16.1. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and County and to ensure that County is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.
- 16.2. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein. Vendor shall identify any subcontractors used to provide services under this Agreement.
- 16.3. In the event of unsatisfactory performance, as determined by County, County may request to substitution of a subcontractor utilized by Vendor to fulfill the obligations under this Agreement.

**17. FORCE MAJEURE**

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

**18. NOTICE**

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

**FOR COUNTY:**

Santa Barbara County Sheriff's Office  
Attn: Lt. Shawn Lammer  
4434 Calle Real  
Santa Barbara, CA 93110

**FOR VENDOR:**

Telmate, LLC. a wholly owned subsidiary of GTL  
Attn: Legal/Contracting  
12021 Sunset Hills Road, Suite 100  
Reston, VA 20190

**19. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS**

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

- 19.2. Vendor does not and shall not, during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 19.3. County hereby notifies Vendor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Vendor agrees to comply with said ordinance.

## **20. MISCELLANEOUS TERMS**

### **20.1. Independent Vendor**

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

### **20.2. Interpretation**

This Agreement shall be interpreted under, and governed by, the Laws of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **20.3. Severability**

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.

### **20.4. Entirety, Waiver, and Modification**

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

### **20.5. Confidentiality**

20.5.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to



the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other 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.

20.5.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

**20.6. Limitation of Liability**

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

**20.7. Vendor Costs and Taxes and Fees on Services**

It is expressly understood that County is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Vendor's services. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as; collect, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

**20.8. Debarment and Suspension**

Vendor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Vendor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**20.9. Conflict of Interest**

Vendor covenants that Vendor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the

performance of services required to be performed under this Agreement. Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Vendor. Vendor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Vendor if County determines it to be immaterial, and such waiver is only effective if provided by County to Vendor in writing.

**20.10. No Publicity or Endorsement**

Vendor shall not use County name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Vendor shall not use County name or logo in any manner that would give the appearance that the County is endorsing Vendor. Vendor shall not in any way contract on behalf of or in the name of County. Vendor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

**20.11. County Property and Information**

All of County's property, documents, and information provided for Vendor's use in connection with the services shall remain County's property, and Vendor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Vendor may use such items only in connection with providing the services. Vendor shall not disseminate any County property, documents, or information without County's prior written consent.

**21. LIQUIDATED DAMAGES**

21.1. Vendor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to County; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by County to Vendor. Payments due to County for the invoiced amount(s) shall be due within 30 days of Vendor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
<p><b>ITS</b> Any changes to the monthly collect call threshold; all changes must be approved by County prior to implementation.</p>	\$350.00 per day from the day the unauthorized change was implemented through the date Vendor discontinues the unapproved fees and/or charges.
<p><b>All Inmate Communication Services</b> Any charges/fees added to the called party's bill or account or inmate without the express written consent of County.</p>	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
<p><b>All Inmate Communication Services</b> Unauthorized free calls, video visitation sessions or Tablet transactions completed by Vendor including allowing access to unauthorized wireless networks.</p>	\$2.00 per completed, unauthorized free call.
<p><b>All Inmate Communication Services</b> Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by County after the date specified in <b>Attachment 1, Section A (General Conditions)</b>. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Vendor and to County's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from County and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of County and/or any legal course of action County elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in <b>Attachment 1, Section A (General Conditions)</b>.</p> <p>\$100.00 per day for any daily CDR reports not submitted by Vendor, for each day where the CDR report does not contain all of the fields and information identified in <b>Attachment 1, Section A (General Conditions)</b>.</p>
<p><b>All Inmate Communication Services</b> Any changes to the rates without the express written approval of County. Vendor must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.</p>	\$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).
<p><b>All Inmate Communication Services</b> Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.</p>	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.

<b>LIQUIDATED DAMAGES (Continued)</b>	
<p><b>All Inmate Communication Services</b>            Due to Vendor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day the after the agreed-upon date until the installation is complete.</p>
<p><b>All Inmate Communication Services</b>            Vendor shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor may be liable for liquidated damages.</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that the Vendor fails to resolve, until each reported repair or replacement is resolved by Vendor.</p>
<p><b>All Inmate Communication Services</b>            When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings.</p>	<p>\$1,000.00 per occurrence.</p>
<p>Vendor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Vendor.</p>	<p>\$500.00 per occurrence.</p>

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

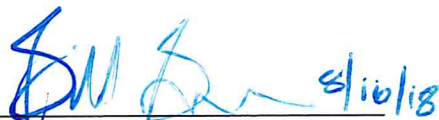
By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Chair Board of Supervisors  
Date: 8/28/18


**RECOMMENDED FOR APPROVAL:**

Bill Brown  
Sheriff-Coroner

By:   
Department Head

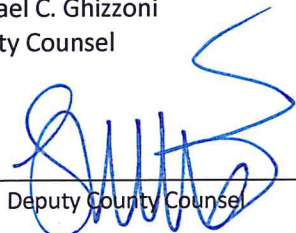
**Vendor:**

Telmate, LLC. A wholly owned subsidiary of  
GTL

By:   
Authorized Representative  
Name: Jonathan Walker  
Title: EVP - Sales


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel


**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management



# Inmate Telephone Service Agreement Santa Barbara County Sheriff's Office

Inmate Calling Solutions, LLC d/b/a ICSolutions with its principal place of business located at 2200 Danbury Street, San Antonio, TX 78217, the Inmate Telephone Service Provider (hereinafter, ITSP) and the County of Santa Barbara, a political subdivision of the State of California (County) by and through the Santa Barbara County Sheriff's Office with its principal place of business at 4434 Calle Real, Santa Barbara, California hereby execute this Inmate Telephone Service Agreement (Agreement), effective on February 2, 2016.

## 1 AGREEMENT

- 1.1 County grants ITSP the exclusive right and privilege to install and operate all inmate telephones, visitation telephones and related telephone equipment at County's Facilities detailed in **Attachment B – Facility Specifications** (Facilities). ITSP shall, at no cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and firmware/software specifically identified herein, to enable inmates at the Facilities to make free, collect, pre-paid and/or debit local, long distance and international calls and visitation sessions from the Facilities pursuant to the terms set forth herein.

## 2 TERM

- 2.1 This Agreement shall commence upon the Effective Date above and remain in force for an initial term of 3 years with an expiration date of February 2, 2019 (Initial Term). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Initial Term. However, County, at its sole option, shall have the right to renew this Agreement for 2 additional, 1 year terms or on a 6-month basis (not to exceed 12 months) prior to expiration of the Initial Term or renewal term of this Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

## 3 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 Inmate Telephone System (ITS) listed in **Attachment A – ITSP Responsibilities & Inmate Telephone System Features and Functionalities**. If County designates an agent to act on County's behalf (Designated Agent), ITSP shall follow County's direction in working with such Designated Agent.

## 4 SURETY BOND

- 4.1 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 County. The Surety Bond is due within 10 calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond shall be in the amount of \$150,000.00 and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that the County exercises its option to extend the Agreement for an additional period, ITSP shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

**5 ITSP COSTS, TAXES AND FEES ON SERVICES**

- 5.1 It is expressly understood that the County 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' services.
- 5.2 ITSP agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.

**6 COMPENSATION, PAYMENT AND REPORTING**

- 6.1 ITSP shall provide County an upfront financial incentive in the amount of \$100,000.00 within 10 days of the Effective Date.
- 6.2 ITSP shall pay County 65.1% commission on all Gross Revenue generated by and through the ITS consisting 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 ITS service pursuant to the RFP and this Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate, and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by ITSP. ITSP shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, taxes, fraudulent calls, LEC adjustments or any other ITSP expense.
- 6.3 Any additional fees and/or charges to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by County prior to implementation. The County and ITSP shall mutually agree upon the method for compensation associated with the additional charges/fees due to County.
  - 6.3.1 Any fees and/or charges implemented without the County's express written consent shall incur a fine per day of \$350.00. The fine per day shall be effective from the date that ITSP implemented the unapproved additional fees and/or charges through the date ITSP discontinues the unapproved additional fees and/or charges.
  - 6.3.2 The County shall notify ITSP of any unapproved additional fees and/or charges of which the County becomes aware and shall provide ITSP with an invoice for the total fine due, for which ITSP shall remit payment to County within 30 days.
  - 6.3.3 Additionally, the ITSP shall, within 30 days, refund each called party and/or inmate for any unapproved additional fees and/or charges from the date the charges/fees were implemented until the date the charges/fees were discontinued.
  - 6.3.4 Should the County approve the additional fees/charges to remain in effect for the remaining term of this Agreement and any renewal terms, County and ITSP shall work together to mutually agree upon the compensation structure to be paid to County for the additional revenue generated for ITSP.
- 6.4 Notwithstanding the foregoing, Gross Revenue does not include the following items:



- 6.4.1 Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with ITSP (directly or through a third party) to accept calls. Pre-paid collect fees shall not be applied on an individual call basis. All pre-paid collect fees must be approved by the County and are subject to the penalty defined above if not approved by the County in advance. The amount of the funding fee approved by County is specified in Attachment C – Calling Rates and Commissions.
- 6.4.2 Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 6.4.3 A “Free” call shall be defined as a call not generating any revenue for ITSP. Calls to telephone numbers that appear on the free call list supplied by the County or from the inmate telephones authorized by the County to process free calls shall not generate revenue for ITSP and shall not be commissionable to the County. Only those numbers designated by County on the free call list or from inmate telephones in designated by County shall be marked as “Free” in the ITS and designated as such in the Call Detail Records.
- 6.4.3.1 In the event ITSP receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, authorized or unauthorized by County such revenue shall be included in Gross Revenue and commissionable to the County.
- 6.4.3.2 ITSP agrees to provide Pro Bono calling services for Immigration and Customs Enforcement (ICE) detainees housed at County’s Facilities. Pro Bono calls will be provided at no cost to County and shall be completed as Free calls to consulate telephone numbers specified by County. ITSP shall accept County’s direction for how Pro Bono calling services are configured via the ITS at County’s Facilities. It is understood and agreed that ITSP will not pay any commissions or other remuneration on any ICE Pro Bono calls.
- 6.4.3.3 Complimentary calls are not commissioned and shall be limited to one 60-second call per unique telephone number. Complimentary calls shall be designated as “Admin Setup” in the Call Detail Records.
- 6.5 A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail etc. as acceptance). The call shall be deemed complete and commissionable regardless if ITSP can bill or collect revenue on the call.
- 6.6 ITSP may, upon request from the County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, the following shall apply:
- 6.6.1 ITSP is solely responsible for obtaining a resale certificate from the commissary provider;
- 6.6.2 ITSP is responsible for obtaining all proper documentation from the commissary provider; and
- 6.6.3 ITSP’s agreement with the commissary provider must address the requirements set forth in this section.
- 6.7 Commission for debit calls shall be based upon total ITS Gross Revenues, as defined above, generated from debit purchased or call usage and is payable under **Section 6 – Compensation, Payment and Reporting**. By the 5<sup>th</sup> day of the month following the month of traffic, ITSP shall submit a monthly invoice

and corresponding debit purchase or usage report to the County and/or its Designated Agent for the full amount of debit purchased or used (less any issued refunds) for the prior traffic month.

- 6.8 Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by the County. Commission shall be due to the County in the traffic month the County placed the pre-paid card order and payable under **Section 6 – Compensation, Payment and Reporting**.
  - 6.8.1 ITSP shall invoice the County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards. County shall pay such invoices within 30 days of receipt.
  - 6.8.2 Should the County cancel the pre-paid card services at the Facilities, ITSP shall deactivate and refund to the County the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.
- 6.9 ITSP shall impose a monthly collect call threshold of \$75.00 per unique telephone number. The monthly collect call threshold shall reset to \$75.00 every 30 days. Any changes to the monthly collect call threshold must first be approved by County; unauthorized changes shall be subject to a daily fine of \$750.00 from the day the unauthorized change was implemented through the day the change is resolved by ITSP as approved by County.
- 6.10 ITSP shall provide monthly commission payments and traffic detail reports to the County on or before the 20<sup>th</sup> day of the month following the traffic month. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent electronically in an exploitable format to County or its Designated Agent.
- 6.11 Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls and for each inmate telephone at the Facilities:
  - 6.11.1 Facility Name;
  - 6.11.2 Facility Identification Number/Site Identification Number;
  - 6.11.3 Facility Address (Street, City, State and Zip);
  - 6.11.4 Automatic Number Identifier;
  - 6.11.5 Inmate Telephone Station Port/Identifier;
  - 6.11.6 Inmate Telephone Location Name;
  - 6.11.7 Local Call, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.8 Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.9 Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.10 Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.11 Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.12 International Calls, Minutes Gross Revenue and Commission (Per Inmate Telephone);
  - 6.11.13 Commission Rate (%);
  - 6.11.14 Total Calls, Minutes, Revenue and Commission Amount (Per Inmate Telephone); and
  - 6.11.15 Traffic Period and Dates.
- 6.12 ITSP shall provide a report of all pre-paid card orders processed during the traffic month for which County is submitting the monthly traffic reports. This summary shall include (at a minimum) order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.
- 6.13 Monthly raw call detail records, billing files and miscellaneous fees/charges reports shall be delivered to County and/or its Designated Agent no later than the 20<sup>th</sup> day of the month following the month of traffic.
- 6.14 The billing files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing

company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:

- 6.14.1 Record ID;
- 6.14.2 Facility Name;
- 6.14.3 Facility ID;
- 6.14.4 From ANI;
- 6.14.5 To ANI;
- 6.14.6 Batch Number/ID;
- 6.14.7 Seconds;
- 6.14.8 Revenue Period;
- 6.14.9 Date (yymmdd);
- 6.14.10 Connect Time (hhmmss);
- 6.14.11 Billable Time (mmmmss);
- 6.14.12 Multiple Rate Indicator;
- 6.14.13 Personal Identification Number Digits;
- 6.14.14 Originating City;
- 6.14.15 Originating State;
- 6.14.16 Bill City;
- 6.14.17 Bill State;
- 6.14.18 Rounded Bill Time Indicator;
- 6.14.19 Bill Number;
- 6.14.20 LATA ID;
- 6.14.21 Settlement Code;
- 6.14.22 Message Type;
- 6.14.23 Charge Amount;
- 6.14.24 Additional Fees and Line Surcharges;
- 6.14.25 Specialized Calling Indicator;
- 6.14.26 Validation Indicator;
- 6.14.27 Tax Exempt Indicator;
- 6.14.28 Rate Period; and
- 6.14.29 Rate Class.

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

- 6.15.1 Facility Name;
- 6.15.2 Facility ID;
- 6.15.3 From ANI;
- 6.15.4 To ANI;
- 6.15.5 Batch Number / ID;
- 6.15.6 From City;
- 6.15.7 From State;
- 6.15.8 To City;
- 6.15.9 To State;
- 6.15.10 Station ID;
- 6.15.11 Phone Name or Location;
- 6.15.12 Inmate ID;
- 6.15.13 Personal Identification Number (PIN);
- 6.15.14 Pre-Paid Card ID;

- 6.15.15 Revenue Period;
  - 6.15.16 Call Start (yymmdd; mmss);
  - 6.15.17 Call End (yymmdd; mmss);
  - 6.15.18 Seconds;
  - 6.15.19 Call Type (e.g. local, etc.);
  - 6.15.20 Bill Type (e.g. free, collect, etc.);
  - 6.15.21 Cost;
  - 6.15.22 Tax;
  - 6.15.23 Validation Result;
  - 6.15.24 Termination Reason;
  - 6.15.25 LIDB Status; and
  - 6.15.26 Completion Indicator.
- 6.16 ITSP shall provide a monthly miscellaneous charges/fees report on or before the 20<sup>th</sup> day of the month following the month of traffic which shall be associated with all collect, pre-paid and debit calls. The miscellaneous charges/fees report shall include a breakdown of all fees and charges applied to (without limitation) calls, transactions and accounts from the Facilities defined in this Agreement, including but not limited to: pre-paid collect fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s) regardless of whether the fee/charge was assessed directly by ITSP or a third party and shall contain, without limitation, the following information:
- 6.16.1 Facility ID;
  - 6.16.2 Date;
  - 6.16.3 From ANI;
  - 6.16.4 To ANI;
  - 6.16.5 Billed ANI;
  - 6.16.6 Transaction Type;
  - 6.16.7 Bill Type;
  - 6.16.8 Fee Type; and
  - 6.16.9 Fee Amount.
- 6.17 The system CDRs shall be stored in a minimum of 3 geographically separate locations to avoid any possibility of CDRs being lost.
- 6.18 Commission payments, traffic detail reports, billing files, CDRs, miscellaneous charges/fees report, and/or reports not containing the required fields, received by the County after the date specified in **Section 6 – Compensation, Payment and Reporting** are subject to late charges and/or fines.
- 6.18.1 Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.
  - 6.18.2 Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 20<sup>th</sup> day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
  - 6.18.3 If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.
- 6.19 County may request ITSP to make material changes and/or enhancements to a report identified above. County and ITSP shall work together in good faith to determine a realistic and reasonable schedule for delivery of the requested material changes and/or enhancements. In the event County requires an urgent material change and/or enhancement to a report, ITSP shall use its best efforts to complete the request to ensure County meets its schedule or deadline. Any reasonable report change shall be made by ITSP at no cost to County.

- 6.20 Pursuant to the Federal Communications Commission's (FCC) 2013 Report and Order and Further Notice of Proposed Rulemaking (WC Docket No. 12-375, FCC 13-113), Section III(C) (2)(b) ("Site Commission Payments"), including footnote #203, and 47 CFR §§ 64.6000-64.6060 the County reserves the right to recoup from ITSP certain administrative and operational expenses (Cost Reimbursement Payment) in connection with the provision of interstate and/or intrastate inmate telephone services (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by the ITSP. The County may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the County in association with ITS covered by the Cost Reimbursement Payment.
- 6.21 The County does not require a Cost Reimbursement Payment upon execution of this Agreement. In the event the County wishes to utilize its option to implement the Cost Reimbursement Payment, then, at the County's request, the County and ITSP shall negotiate in good faith an amendment to this Agreement reasonably acceptable to the County to document the County-imposed Cost Reimbursement Payment. If ITSP and the County are unable to mutually agree on such an Agreement amendment within 30 days of the County's request, then the County may terminate this Agreement at its sole discretion and without penalty or liability, and the County may select another ITS provider.
- 6.22 Should a material change in the rules or policies of any regulatory authority having jurisdiction applicable to ITS occur following the execution of this Agreement, which change affects (a) the ITS rates permitted to be charged by the ITSP to inmates under this Agreement; (b) the right of the County to recover its costs; or (c) the ability for the ITSP to pay site commissions, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at the County's request, ITSP and the County will negotiate in good faith an amendment to the Agreement reasonably acceptable to the County that enables the County to fully recover its costs in a manner compliant with the change in the FCC's ITS rules or policies. If ITSP and the County are unable to mutually agree on such an Agreement amendment within 30 days of the County's request, then the County may terminate the Agreement at its sole discretion and without penalty or liability to the County and the County may select another ITS provider.

## 7 PUBLIC PAY TELEPHONE SPECIFICATIONS

- 7.1 ITSP shall furnish, install and maintain a total of 4 public pay telephones for use by the general public. One public pay telephone shall be installed at the Santa Maria Jail in a location determined by the County. The other 3 public pay telephones shall be installed at the Santa Barbara County Jail in locations determined by the County. The public pay telephones shall be furnished, installed and maintained by ITSP at no cost to County. All monthly reporting due to the County for the public pay telephones installed by ITSP shall follow the requirements specified in **Section 6 – Compensation, Payment and Reporting and Commissions**. Gross Revenue shall include all local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and international collect, credit card and coin revenue.

## 8 RATES

- 8.1 Both parties have mutually agreed upon the rates and fees for inmate telephone calls as detailed in **Attachment C – Calling Rates and Commissions**. Calling rates shall be defined as the combined cost of surcharges, any additional fees and per minute rates charged to the called party or inmate. Any and all charges and fees that will be assessed for all collect, debit and pre-paid telephone calls shall be identified in **Attachment C – Calling Rates and Commissions**. Government agency mandated fees such as taxes and state and federal universal service fund assessments are not detailed in this Agreement.

- 8.2 ITSP shall implement any rate adjustments requested by the County within 10 days of said request, subject to regulatory compliance or approval as applicable.
- 8.2.1 ITSP shall submit a written request for the County's approval to increase and/or decrease rates for inmate telephone calls. The County will respond in writing to the ITSP's request.
- 8.2.2 Should ITSP decrease the calling rates without the express written approval of the County, the ITSP shall be responsible for paying commission on the Gross Revenue calculated by applying the calling rates prior to the unapproved change to the rates.
- 8.2.3 Should ITSP increase the calling rates without the express written approval of the County, ITSP shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. ITSP shall also use reasonable efforts to issue credits to all end users, within 5 business days, which were overcharged; documentation of the issued credits shall be provided to the County and/or its Designated Agent. If ITSP is unable to issue refunds and/or provide the required documentation, ITSP shall issue a payment to the County as concession. The payment amount shall be in the amount of ITSP's portion of the excess Gross Revenue generated from the overbilled calls. No commission refund shall be due from the County to ITSP for unapproved rate increases.
- 8.3 ITSP shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least 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 calling rates are applied.
- 8.4 During the call rating process, ITSP shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

## 9 RECONCILIATION

- 9.1 From the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days written notice, County shall have the right to examine and/or fully reconcile any and all of ITSP information (records, data, compensation records) pertaining to any and all services provided under this Agreement.
- 9.2 ITSP shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous fee/charges reports, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement.
- 9.3 County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.

## 10 ASSIGNMENT AND MERGERS/ACQUISITION

- 10.1 The services to be performed under this Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to the County and then only upon ITSP's receipt of the County's written consent.
- 10.2 Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of ITSP. However, the County may assign any and/or all of its rights and obligations hereunder without ITSP's written consent but upon the County's 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, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

10.3 If during the Agreement term and any renewal term(s), ITSP merges or is acquired by another entity, the following documents must be submitted to the County:

10.3.1 Corporate resolutions prepared by ITSP and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;

10.3.2 New Federal Identification Number (FEIN) if applicable; and

10.3.3 Other documentation requested by County.

10.4 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.

## 11 INDEPENDENT CONTRACTOR

11.1 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 County. 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 County, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

## 12 MEANINGFUL CONSEQUENCES

12.1 In lieu of terminating this Agreement as may be provided elsewhere in this Agreement, County, at its sole discretion, may, but is not required to, invite ITSP to negotiate in an effort to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirements of this Agreement. Any agreed upon consequence must be significant enough to incent ITSP's future compliance and mitigate satisfactorily for County for any loss of inconvenience occasioned by ITSP's failure. The consequences shall be reasonable, fitting to the breach, and mutually agreed upon prior to being invoked.

## 13 TERMINATION/DEFAULT

13.1 In the event ITSP fails to perform any terms or conditions of this Agreement, County may 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 County within 30 calendar days of receipt of such notice, County may terminate this Agreement. Upon termination, ITSP shall adhere to the transition requirements as outlined in Attachment A, Section 4, Transition.

13.2 This Agreement between County and ITSP may be terminated by County upon 60 days written notice from County to ITSP without penalty. Upon termination ITSP shall adhere to the transition requirements as outlined in Attachment A, Section 4, Transition. County shall not exercise this Section 13.2 within the first year of the Initial Term of this Agreement.

13.3 Unless otherwise directed in the notice of termination all work under this Agreement must be halted immediately.

13.4 Should ITSP for any reason be unable to satisfy the requirements contained in the Agreement, County may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.

## 14 INDEMNIFICATION

14.1 ITSP shall defend with counsel reasonably approved by the County, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from and against loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) arising from actions, causes of action or claims brought or threatened under this Agreement, 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' 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 County, its agents or employees.

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

14.3 ITSP shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

14.4 In the event any infringement claim is made or threatened against County, or injunctive relief is granted to a claimant, ITSP shall at its sole cost and expense (i) obtain the right for County to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event ITSP is unable to perform any of the above, County may terminate this Agreement upon providing 60 days written notice to ITSP and ITSP shall be responsible for all of County's costs and expenses of whatever nature or kind in connection therewith.

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

## 15 INSURANCE

15.1 During the period of this Agreement, ITSP, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by ITSP.

15.2 ITSP shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.

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

15.4 ITSP shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after Agreement execution. Said certificate shall show County as an additional insured and shall include a waiver of subrogation.



- 15.5 **Minimum Scope of Insurance.** The coverage shall be at least as broad as:
- 15.5.1 **Commercial General Liability (CGL).** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - 15.5.2 **Automobile Liability.** ISO Form Number CA 00 01 covering any auto (Code 1), or if ITSP has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - 15.5.3 **Workers’ Compensation.** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - 15.5.4 **Professional Liability (Errors and Omissions).** Insurance appropriate to the ITSP’s profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - 15.5.5 If ITSP maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the ITSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the ITSP.
- 15.6 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 15.6.1 **Additional Insured.** The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the ITSP including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ITSP’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
  - 15.6.2 **Primary Coverage.** For any claims related to this Agreement, the ITSP’s insurance coverage shall be the primary insurance as respect to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the ITSP’s insurance and shall not contribute with it.
  - 15.6.3 **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
  - 15.6.4 **Waiver of Subrogation Rights.** ITSP hereby grants to the County a waiver of any right to subrogation which any insurer of said ITSP may acquire against the County by virtue of the payment of any loss under such insurance. ITSP agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
  - 15.6.5 **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the ITSP to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
  - 15.6.6 **Acceptability of Insurers.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
  - 15.6.7 **Verification of Coverage.** ITSP shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the ITSP's obligation to provide them. The ITSP shall furnish evidence of renewal of coverage throughout the term of this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 15.6.8 **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to terminate this Agreement. Maintenance of required insurance coverage is a material element of this Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by the County as a material breach of contract.
- 15.6.9 **Subcontractors.** ITSP shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ITSP shall ensure that the County is an additional insured on insurance required from subcontractors.
- 15.6.10 **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
  - 15.6.10.1 The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Agreement work.
  - 15.6.10.2 Insurance must be maintained and evidence of insurance must be provided for at least 10 days after Agreement execution.
  - 15.6.10.3 If coverage is canceled or non-renewed, and not replaced with another claim-made policy form with a Retroactive Date prior to the Agreement effective date, the ITSP must purchase "extended reporting" coverage for a minimum of 5 years after completion of Agreement work.
- 15.6.11 **Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - 15.6.11.1 Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ITSP agrees to execute any such amendment within 30 days of receipt.
  - 15.6.11.2 Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
  - 15.6.11.3 The County agrees to provide ITSP with reasonable and timely notice on any claim, demand or cause of action made by or brought against the County arising out of the service provided by ITSP. ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 15.6.12 For any person or ITSP with who ITSP enters into a contract to provide the services defined in this Agreement, ITSP must:
  - 15.6.12.1 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 provided 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.
  - 15.6.12.2 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.

- 15.6.12.3 Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.
- 15.6.12.4 Notify the County in writing within 10 days after ITSP knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

15.6.13 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 the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.

## **16 DISCREPANCY**

16.1 In the event of a contract discrepancy, resolution shall be achieved in the following order, with the higher ranking documents taking place over the lower (shown higher to lower below):

- This contract and any amendments;
- RFP #FY2015, Amendments 1 and 2, and the BAFO; and
- ITSP's final response.

## **17 SUBCONTRACTS**

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

17.2 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. ITSP shall identify any subcontractors used to provide services under this Agreement.

## **18 FORCE MAJEURE**

18.1 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.

## **19 NOTICE**

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

Santa Barbara County Sheriff's Office  
ATTN: Lieutenant Timothy McWilliams  
Address: 4434 Calle Real  
Santa Barbara, California  
93110

Inmate Calling Solutions, LLC  
d/b/a ICSolutions  
ATTN: Brendan Philbin  
Address: 2200 Danbury Street  
San Antonio, TX  
78217

## 20 MISCELLANEOUS TERMS

20.1 **Interpretation:** 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 the Superior Court in Santa Barbara County, California.

20.2 **Severability:** 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.

20.3 **Entirety, Waiver, and Modification:** This Agreement, together with any Attachments, represents the entire understanding between County 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.

### 20.4 Confidentiality:

20.4.1 To the extent permitted by law, the Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such (Confidential Information). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other 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.

20.4.2 Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

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

Inmate Calling Solutions, LLC d/b/a ICSolutions

  
Authorized Signature

Brendan Philbin

\_\_\_\_\_  
Typed or Printed Name

VP Business Development

\_\_\_\_\_  
Title

1/7/16

\_\_\_\_\_  
Date

COUNTY OF SANTA BARBARA

By \_\_\_\_\_  
Peter Adam, Chair  
Board of Supervisors

Date: \_\_\_\_\_

CLERK OF THE BOARD

ATTEST:

By: \_\_\_\_\_  
Michael Allen  
Chief Deputy Clerk

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: \_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

APPROVED AS TO FORM:  
RISK MANAGEMENT

By: \_\_\_\_\_

APPROVED AS TO FORM:  
AUDITOR-CONTROLLER

By: \_\_\_\_\_

SHERIFF-CORONER

By: \_\_\_\_\_  
Bill Brown, Sheriff-Coroner  
Santa Barbara County

ATTACHMENT A  
ITSP RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES  
AND FUNCTIONALITIES

1 STANDARDS

- 1.1 ITSP shall furnish, install and maintain inmate and visitation telephones for use by inmates at County's Facilities shown in **Attachment B – Facility Specifications**. The ITSP shall provide all telephone services to the inmates utilizing ITSP's ITS in accordance with those requirements and provisions set forth in this Attachment and this Agreement.
- 1.2 ITSP shall notify County within 30 days of any new software upgrades specific to the ITS and associated features that are currently installed at County's Facilities pursuant to this Agreement. ITSP shall upgrade the ITS with the new software versions and new hardware as required by County at no cost to County.
- 1.3 ITSP shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government at no cost to County. The ITSP shall be authorized by the appropriate governing body and/or regulatory agency to be an ITSP.
- 1.4 Inmate telephone services are to be provided and shall comply with all applicable Federal Communications Commission or other regulatory requirements relating to inmate telephone service in correctional facilities.
- 1.5 ITSP shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 83 to County and to its employees and all subcontractors, to ensure County maintains a drug free workplace. County reserves the right to review drug testing of ITSP's personnel involved. County 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.

2 SINGLE POINT OF CONTACT

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

3 INITIAL AND ONGOING INSTALLATIONS

- 3.1 For each installation, including visitation equipment, the ITSP shall submit an implementation plan that shall include an installation schedule. The initial installation must be completed within 60 days of this Agreement execution. All subsequent installations must be completed within 30 days of written notice. The implementation plan(s) submitted by the ITSP as **Attachment D – Implementation Plan** will become a part of this Agreement and must be followed.
- 3.2 Due to ITSP's action(s), if any 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 per day for each day beyond the installation date. In no event will natural disasters or acts of God cause ITSP to incur liquidated damages.
  - 3.2.1 Should ITSP incur liquidated damages, County will invoice ITSP. Payment of the invoice shall be made to County within 30 days of ITSP's receipt of the invoice.
- 3.3 ITSP shall be responsible for all costs associated with the inmate telephone system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new

electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.

- 3.4 ITSP's ITS shall not be configured to reside on or use County's network.
- 3.5 ITSP agrees to assume responsibility for installation of all equipment in accordance with County's requirements.
- 3.6 The ITS shall comply with all applicable Federal Communications Commission regulations.
- 3.7 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 County's property upon termination and/or expiration of this Agreement.
- 3.8 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. This shall be done throughout this Agreement term and all subsequent renewal terms. ITSP shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for the ITS.
- 3.9 The County requires ITSP to obtain written approval from County prior to installing any new wiring, cabling or network circuits
- 3.10 ITSP shall be responsible for installing all new wiring, cabling and network circuits at no cost to County to support the provision of the contracted services.
- 3.11 ITSP agrees to obtain County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed or expanded Facilities.
- 3.12 ITSP shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the ITS.
- 3.13 At no cost to County, ITSP shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS to ensure there is no loss of audio recordings or real time call data in the event of a power failure.
- 3.14 Installation of all telephones, cabling, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise directed by County.
- 3.15 ITSP shall clean up and remove all debris and packaging material resulting from any work performed at the Facilities. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by ITSP at the Facilities.
- 3.16 ITSP shall correct any damage to County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 3.17 ITSP shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications. All telephone equipment shall be fully operational at the time of initial installation.



- 3.18 ITSP shall install all new inmate telephone sets, visitation telephones, and ITS related equipment and shall replace all damaged equipment with new equipment. The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal resistant, and tamper resistant. The cord length for the inmate is specified in **Attachment B - Facility Specifications**.
- 3.18.1 All telephone equipment shall be powered by the telephone line, not require an additional power source.
- 3.18.2 The telephones must not contain any removable parts.
- 3.18.3 All telephone sets installed must include volume control.
- 3.19 Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone. Placards shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced.
- 3.20 ITSP shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by ITSP upon County's request at no cost to County.
- 3.21 County may require additional inmate and visitation telephones and monitoring and recording equipment for the existing Facilities, expansions and/or newly constructed Facilities. ITSP shall install the additional inmate and visitation telephones and monitoring and recording equipment, as needed, within 30 days of request and at no cost to County. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 3.21.1 Failure by ITSP to install the requested number of additional inmate and visitation telephones in any existing Facility, expansions and/or newly constructed Facilities within 30 days of request shall incur liquidated damages of \$500.00 per day for each day beyond the 30-day installation period until the installation is completed. ITSP shall not incur liquidated damages if the cause for the delay is beyond ITSP's reasonable control.
- 3.21.2 Should ITSP incur liquidated damages, County will invoice ITSP. Payment of the invoice shall be made to County within 30 days of ITSP's receipt of the invoice.
- 3.22 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 County. 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.
- 3.23 Upon completion of any/all installations, ITSP must provide County and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.

#### **4 TRANSITION**

- 4.1 ITSP shall work with County, and/or its Designated Agent to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by County.
- 4.2 Upon expiration, termination, or cancellation of this Agreement, ITSP shall accept the direction of County to ensure inmate telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:
- 4.2.1 ITSP agrees that all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS are the property of County. County acknowledges that the ITS hardware and software are the property of ITSP.

- 4.2.1.1 The CDRs, call and visitation recordings, documentation, reports, data, etc. for each of the Facilities shall be provided to the County by ITSP on a storage medium acceptable to the County and in a user-friendly, searchable and electronic format at no cost to the County within 15 days following the expiration and/or cancellation of this Agreement. ITSP shall accept the County's reasonable decisions whether the solution provided is acceptable.
- 4.2.2 ITSP shall discontinue providing service by accepting new assignments under the terms of this Agreement, on the date specified by County. 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 County at the compensation rate provided in this Agreement until collect, debit and/or pre-paid calls are no longer handled by ITSP
- 4.3 All inside wiring to the physical inmate telephones shall become the property of County at the conclusion of this Agreement. ITSP agrees to 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.

## 5 ITS AND USER APPLICATION SPECIFICATION

- 5.1 ITSP shall ensure that the ITS provides all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling, and audio recording of visitation sessions.
- 5.2 The ITS shall be configured to process all or any combination of the following bill types without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- 5.3 ITSP agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and etc. required by County as outlined in **Attachment B - Facility Specifications**.
- 5.4 ITSP shall provide a sufficient number of ports, channels, bandwidth, etc. to ensure inmates are able to place calls 99.9% of the time. County reserves the right to require ITSP to revise its configuration to a 1:1 (telephone to line, port, etc.) 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 County.
- 5.5 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. ITSP shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 5.6 Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation (positive acceptance). Voice recognition is not an acceptable method for positive acceptance.
- 5.7 The ITS shall be capable of recognizing standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, ring back tones, chain dialing, no voice from called party, and etc.
- 5.8 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.

- 5.9 With each call, the ITS shall provide an automated message advising the called party that the call is coming from a specific inmate at the Facilities and that the call "may be monitored and recorded."
- 5.10 With each call, the ITS must provide an automated message to advise the called party that:
  - 5.10.1 The call is coming from a correctional facility;
  - 5.10.2 The call is coming from a specific inmate; and
  - 5.10.3 The call may be monitored and recorded.
- 5.11 With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 5.12 The ITS shall allow inmate(s) to record their name only once and with the first call made by the inmate(s). The recorded name will be stored in the ITS and shall be played back to the called party with all subsequent call attempts. The County requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable.
- 5.13 The ITS must repeat the options to the called party a minimum of 2 times during the initial call process.
- 5.14 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. At County's request, ITSP agrees to provide additional language options for the ITS prompts, at no cost to County.
- 5.15 The ITS shall allow the called party to select the preferred language for call prompts.
- 5.16 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 5.17 ITSP shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). ITSP shall query this database as required to maintain a high degree of accuracy for each collect LEC billed inmate call and process only those calls which do not have Billed Number Screening (BNS) ITSP must assume all responsibilities for the cost and the accuracy of validation.
- 5.18 The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. County reserves the right to request ITSP to modify/revise the recordings at any time during the term of this Agreement, at no cost to County and within 30 days of the request.
- 5.19 The County reserves the right to enter free numbers in the ITS as deemed appropriate by the County and without the assistance of ITSP.
- 5.20 The County requires that the ITS be configured to allow all calls from the booking/intake inmate telephones within the confines of Santa Barbara County (local and Intralata) to be rated as local calls. All other calls outside the confines of Santa Barbara County shall be rated according to call type.
- 5.21 ITS shall allow 5 free local-rated (as specified in Section 5.19 above) telephone calls per inmate Personal Identification Number (PIN) from the intake/booking inmate telephones at each of the Facilities at the initial time of booking only. If an inmate is moved from one County Facility to another County Facility the inmate shall not be allowed the additional free local telephone calls. Once the inmate has completed the specified number of free calls, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 5.22 Following the dialing sequence, the ITS shall allow the inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).

- 5.23 In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 5.24 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by County, without the assistance of ITSP and at no cost to County.
- 5.25 The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by County (.csv, PDF, Excel, etc.):
  - 5.25.1 Inmate Name (first, last);
  - 5.25.2 Inmate PIN;
  - 5.25.3 Record Identifier;
  - 5.25.4 Date Range (start date/time and end date/time);
  - 5.25.5 Facility Name;
  - 5.25.6 Called Number;
  - 5.25.7 Originating Number;
  - 5.25.8 Station Port;
  - 5.25.9 Station Name;
  - 5.25.10 Call Type;
  - 5.25.11 Bill Type;
  - 5.25.12 Duration (minimum and maximum);
  - 5.25.13 Call Amount;
  - 5.25.14 Flagged Calls;
  - 5.25.15 Monitored Calls;
  - 5.25.16 Recording Type;
  - 5.25.17 Completion Type;
  - 5.25.18 Termination Type;
  - 5.25.19 Validation Result;
  - 5.25.20 Pre-Paid Card ID Number;
  - 5.25.21 Phone Group;
  - 5.25.22 Visitation Phones; and
  - 5.25.23 Custom Search.
- 5.26 The ITS user application shall allow the County, without the assistance of ITSP, to generate a report detailing the activity associated with all direct bill collect accounts. The report shall contain the following fields:
  - 5.26.1 Date Range (Start Date/Time and End Date/Time);
  - 5.26.2 Facility;
  - 5.26.3 Called Number;
  - 5.26.4 Originating Number/Account Number;
  - 5.26.5 Duration (minimum and maximum); and
  - 5.26.6 Call Amount.
- 5.27 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Excel, etc.):
  - 5.27.1 Call statistics by Date Range;
  - 5.27.2 Frequently called Numbers;
  - 5.27.3 Frequently Used PIN;
  - 5.27.4 Commonly Called Numbers;

- 5.27.5 Call Detail Report;
  - 5.27.6 Gross Revenue Report by Date Range;
  - 5.27.7 Facility Totals and Statistics;
  - 5.27.8 Called Party/Number Accepting Report;
  - 5.27.9 Fraud/Velocity Report;
  - 5.27.10 Total Calls;
  - 5.27.11 Calling List (PAN) Report;
  - 5.27.12 Pre-Paid Card Report
  - 5.27.13 Debit Usage Report;
  - 5.27.14 Debit Balance and Funding Report;
  - 5.27.15 Pre-Paid Card Balance Report;
  - 5.27.16 Bill and Call Type Distribution;
  - 5.27.17 Phone Usage;
  - 5.27.18 Reverse Look-Up; and
  - 5.27.19 User Audit Trail.
- 5.28 The ITS shall allow for the customization of reports in a form mutually agreed upon by County and/or its Designated Agent and ITSP and at no cost to County.
- 5.29 The ITS user application shall at a minimum allow:
- 5.29.1 The creation, modification and deactivation of user accounts;
  - 5.29.2 The creation, modification and deactivation of inmate accounts;
  - 5.29.3 The creation, modification and deactivation of telephone numbers;
  - 5.29.4 Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones;
  - 5.29.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier;
  - 5.29.6 Configuration of blocked numbers without the assistance of ITSP; and
  - 5.29.7 The County to configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted PIN, or a call made from a restricted telephone without ITSP assistance.
- 5.30 ITSP shall allow the County to create, view and track service tickets associated with the ITS or Facilities.
- 5.31 The ITSP shall perform remote diagnostics on the ITS to determine if a problem is with the telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a minimum, be completed one time each day on each telephone.
- 5.32 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 5.33 ITSP shall provide accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). ITSP shall provide the number of TDD telephones identified in **Attachment B - Facility Specifications**. TDDs telephones shall work with the ITS at the Facilities and be able to be monitored and recorded via the ITS.
- 5.34 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 5.35 ITSP shall establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. If so requested by County, 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 County's direction for how the informant line is configured through the ITS.

- 5.36 ITSP shall work with County on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, ITSP shall:
- 5.36.1 Route free calls via the ITS to a destination provided and designated by County;
  - 5.36.2 Provide a telephone line, at no cost to County, dedicated for the PREA calls to which the calls will be routed as free; and
  - 5.36.3 County may choose to use the same destination and/or telephone line for PREA calls as is used for the informant calls or County may use any telephone number it chooses for these purposes.

## 6 ITS SECURITY FEATURES

- 6.1 The ITS shall prohibit:
- 6.1.1 Direct-dialed calls of any type;
  - 6.1.2 Access to a live operator for any type of calls;
  - 6.1.3 Access to "411" information service;
  - 6.1.4 Access to 800, 888, 877, 900, 911, and any other 900 type services;
  - 6.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 6.2 The ITS shall prevent call collision or conference calling among telephone stations.
- 6.3 The ITS must be able to shut down quickly and selectively. The ITS shall be capable of taking an individual station out of service without affecting other stations or units. County must be able to shut down the ITS via ITSP's web-based application and/or by cut-off switches at several locations including, but not limited to:
- 6.3.1 At demarcation location;
  - 6.3.2 By central control; and
  - 6.3.3 By select housing units.
- 6.4 The ITS shall prevent all inmate telephones from receiving any incoming calls. ITSP shall work with the LECs to ensure such control.
- 6.5 ITSP shall configure the ITS to display ITSP's customer service number on the called party's caller ID each time a call from the Facilities is placed. ITSP shall accept County's direction for how the caller ID is configured through the ITS.
- 6.6 The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.) and at the direction of the County, shall flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- 6.7 The ITS shall have a fraud prevention feature. At the request of the County, this feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. ITSP shall exclude the duration associated with the pre-recorded announcements from the number of billable seconds to which the calling rate is applied. The inmate must not be able to interfere with these announcements.
- 6.8 The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 6.9 The ITS shall allow calls to specified numbers at specified times during the day.
- 6.10 The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facilities is detailed in **Attachment B - Facility Specifications**.

- 6.11 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.

## **7 PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION**

- 7.1 The PIN application must include, but shall not be limited to, the following:

- 7.1.1 The ITS shall provide collect, debit, and pre-paid station-to-station calling utilizing a PIN;
- 7.1.2 County utilizes an 11-digit PIN. The ITS shall accept, randomly generate and store PIN information using the inmate's 7-digit inmate ID and a unique 4-digit identifier created by the inmate via the ITS during the booking process;
- 7.1.3 The ITS shall interface with County's Jail Management System (JMS) and/or Commissary provider to allow inmate PINs to be automatically created, transferred, activated and deactivated in the ITS based on the inmate's custody status. County shall not be responsible for any costs associated with ITSP's interface with the JMS and/or Commissary provider;
- 7.1.4 The interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.);
- 7.1.5 ITSP agrees the inmate information from the County's JMS and/or Commissary provider will be available in the ITS within 5 minutes of ITSP's receipt of inmate information;
- 7.1.6 Upon completion of the interface, County shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facilities;
- 7.1.7 Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities;
- 7.1.8 The ITS shall document the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change; and
- 7.1.9 The ITS shall include an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

- 7.2 The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN:

- 7.2.1 The ITS shall be capable of storing PAN associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate;
- 7.2.2 The quantity of approved telephone numbers within a PAN shall be configurable both universally and by PIN;
- 7.2.3 ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.);
- 7.2.4 ITS shall store the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate;
- 7.2.5 The ITS shall have a feature that allows inmates to auto-enroll PANs to avoid manual entry; and
- 7.2.6 ITSP's ITS shall accommodate specific timeframes (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

## **8 MONITORING AND RECORDING REQUIREMENTS**

- 8.1 The ITS shall permit full monitoring and recording of all calls from any telephone or visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall exclude those calls and clearly designate non-recorded calls within the ITS user application.

- 8.2 The ITS recording and playback features shall not require the County to compromise or reduce the security and performance of the County's network.
- 8.3 The ITS shall have configurable permissions to allow County's administrative staff the ability to grant permissions to specific users based on the user's role and responsibilities.
- 8.4 The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session or listen to a call in progress (e.g. live monitoring) via the ITS user application.
- 8.5 ITS shall record calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 8.6 The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- 8.7 The ITS shall include live monitoring which allows County to view and sort in real-time, at a minimum, by any of the following criteria in chronological order:
  - 8.7.1 Call Start Time;
  - 8.7.2 Facility Name;
  - 8.7.3 Phone Location Name;
  - 8.7.4 Inmate Name;
  - 8.7.5 Inmate PIN;
  - 8.7.6 Called Number;
  - 8.7.7 Called City, State;
  - 8.7.8 Call Type;
  - 8.7.9 Bill Type;
  - 8.7.10 Call Status; and
  - 8.7.11 Duration.
- 8.8 All CDRs, including all attempted and completed calls and visitation sessions, shall be stored online for the term of this Agreement, including any and all additional renewal terms, and offline for a minimum period of 2 years following the expiration or termination of this Agreement and any Addenda and/or Amendments.
- 8.9 All call recordings and visitation sessions shall be stored online for the term of this Agreement, including any and all additional renewal terms, and offline for a minimum period of 2 years following the expiration or termination of this Agreement and any Addenda and/or Amendments.
- 8.10 All CDRs and call and visitation session recordings shall be stored in a minimum of 3 locations to avoid any possible loss of call detail records/recordings.
- 8.11 ITSP shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the term of this Agreement and any renewal terms.
- 8.12 ITSP shall pay the County liquidated damages in the amount of \$1,000.00 per each instance wherein the County suffers one or more lost, unrecoverable or un-useable recording(s). The County agrees to notify ITSP of such instances and provide up to 7 days per instance for ITSP to produce the call recordings. ITSP shall be notified of the total amount due via written notice from the County. The County will invoice ITSP and payment shall be due within 30 days of ITSP's receipt of invoice.
- 8.13 For the term of this Agreement, and any and all renewal terms, County and/or its Designated Agent, shall have access to all CDRs from all workstations and remote access computers, based on the user's access levels.



- 8.14 ITS shall automatically call and alert investigators and offer live monitoring of calls when designated personnel tag specific dialed numbers or PINs. Monitoring shall not be detectable by the inmate or the called party and the ITS shall be able to allow multiple end-points to monitor ongoing conversations.
- 8.15 The ITS user application shall allow transfer/copy/export of recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 8.16 The ITS shall be able to email and copy the recorded calls and visitation sessions onto a compact disc (CD/DVD) or other storage medium in audio or MP3/data format with tamper free capabilities.

## 9 PRE-PAID / DEBIT APPLICATION

- 9.1 County requires the implementation of the debit application at the Facilities. County may or may not elect to implement the pre-paid card application at the Facilities. The pre-paid and debit application must include, but shall not be limited to, the following:
  - 9.1.1 The pre-paid and/or debit application shall work with the ITS provided.
  - 9.1.2 The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account by an inmate.
  - 9.1.3 The ITS shall provide the inmate with the balance of their pre-paid or debit account at the time of the call.
  - 9.1.4 The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
  - 9.1.5 The pre-paid and/or debit application shall allow international calls.
  - 9.1.6 If applicable, Contractor shall configure pre-paid cards for use outside of the Facilities.
- 9.2 The pre-paid and/or debit application shall interface with the County's current JMS and/or Commissary provider for ease of transferring money to and from the inmate's trust fund account to the inmate's ITS account. The current commissary provider is Keefe and the current JMS provider is ATIMS. Debit funding and refunding shall be completed real-time. County shall not be responsible for any cost associated with the interface.
  - 9.2.1 The debit application shall have the capability to terminate a debit account and issue a real-time refund for any unused debit funds from the ITS account to the inmate's trust account, at no additional cost, and at the time of the inmate is released/transferred from the Facilities.
- 9.3 ITSP will follow County's direction regarding the configuration of any debit transfer limits and/or restrictions.
- 9.4 If County implements debit, ITSP shall provide a weekly debit purchase and refund report to County and/or its Designated Agent for the purpose of a debit reconciliation with the ITS. County requires the weekly debit transfer reports be sent electronically in an exploitable format (i.e. .csv or .xls) each Monday for the prior weeks' transactions. County reserves the right to request adjustments to the existing or new reports at any time. The weekly debit transfer reports shall include, without limitation, the following fields:
  - 8.4.1 Inmate Name (First, and Last);
  - 8.4.2 Inmate Identifier;
  - 8.4.3 Date and Time of Transaction;
  - 8.4.4 Amount of Transaction;
  - 8.4.5 Transaction Type/Description; and
  - 8.4.6 Transaction Identification Number.
- 9.5 County requires that ITSP issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by ITSP and the end-user requests to re-activate the account and receive calls from the Facility, the funds shall be made available to the end-user by ITSP. No fees shall be charged to the end-user for

refunds or reactivation of funds associated with a pre-paid account. ITSP shall not be allowed to keep any money deposited in a pre-paid collect account and /or debit account upon termination of this Agreement.

9.6 In accordance with the State of California’s unclaimed property laws, and whichever comes first, ITSP shall return all monies to the end-user upon closure of a pre-paid collect account, 6 months of no activity, or release of an inmate from the Facilities and/or termination of this Agreement.

9.7 At the request of County, ITSP shall supply ITSP with signage, brochures, flyers regarding ITSP’s pre-paid and/or debit application at no cost to County.

**10 SECURITY**

10.1 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 County’s policies and procedures. Entry to the Facilities is subject to the approval of the County.

10.2 All ITSP employees shall complete the County’s mandatory Security Orientation, PREA training and live scan fingerprints prior to gaining access, any installation work or equipment delivery at the Facilities.

**11 TRAINING**

11.1 ITSP shall provide onsite training to County's staff. Additional training (onsite or via the web) shall be provided at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.

11.2 When requested by County, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS.

11.3 ITSP will provide full documentation for all of the ITS features.

**12 GENERAL MAINTENANCE**

12.1 ITSP shall provide the necessary labor, parts, materials, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the term of this Agreement. No charge shall be made to County for maintenance of the ITS.

12.2 ITSP shall respond to repair requests from County 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. ITSP shall adhere to the following repair process and timeline:

<b>Priority Level 1</b>	<ul style="list-style-type: none"> <li>• Multiple Housing Units not operational</li> <li>• Multiple intake phones out of service</li> <li>• Entire System Failure</li> </ul>	<b>Remote diagnostics and repair will begin within 1 hour</b>
<b>Priority Level 2</b>	<ul style="list-style-type: none"> <li>• One entire Housing Unit not Operational</li> <li>• One intake phone not working</li> <li>• Technical or Recording Failure</li> <li>• Recording Access Failure</li> <li>• Server Capacity Warning</li> <li>• Commissary Interface Failure</li> </ul>	<b>Remote diagnostics will begin within 1 hour Repair will begin within 8 hours</b>
<b>Priority Level 3</b>	<ul style="list-style-type: none"> <li>• One of multiple phones in a Housing Unit Not Operational</li> </ul>	<b>Repair will begin by the end of the 2<sup>nd</sup> Business Day</b>

- 12.3 ITSP shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request or ITS failure (“Cure Period”). Should ITSP fail to resolve the reported repair or replacement within the specified Cure Period, ITSP shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$500.00 per day for each reported repair or replacement ITSP fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by ITSP. County or its Designated Agent shall submit an invoice to ITSP identifying the total amount due for the daily fine or penalty for each reported repair or replacement and ITSP shall remit payment of the invoice within 30 days. Additionally, if any reported repair or replacement is not resolved within the Cure Period, County shall have the right to terminate this Agreement.
- 12.4 Repairs or replacements shall be started by a qualified technician within time periods specified in Paragraph 12.2 (above). ITSP must exhibit to County a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. County shall be notified on an hourly basis of progress and/or delays in progress until the problems are resolved. County, and/or its Designated Agent, shall be notified of the technician’s estimated time of arrival prior to the technician’s arrival to the Facilities and the progress and/or delays in progress until the problems are resolved. ITSP shall notify County any time a technician is dispatched to the Facilities.
- 12.5 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS. ITSP shall assume responsibility to repair any and all such damages. In addition, ITSP shall ensure that all inmate telephones are operable and maintained at an acceptable level.
- 12.6 All operation, maintenance and repair issues regarding the ITS service shall be reported by ITSP to the County within 2-hours upon the detection of such.

### **13 ITS UPGRADES AND PERFORMANCE PROCESS**

- 13.1 The ITSP shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at County’s Facilities. Any deviation from this process shall result in a fine or penalty to ITSP. Such fine or penalty will be equal to \$1,000.00 per occurrence. County or its Designated Agent shall submit an invoice to ITSP identifying the total amount due for the fine or penalty fine and ITSP shall remit payment of the invoice within 30 days.
- 13.2 ITSP shall provide County, or its Designated Agent, 30 days written notice of a change or upgrade to the ITS. However, this does not apply to emergency change control.
- 13.3 ITSP shall perform extensive testing on all system changes or upgrades prior to discussing with County. At a minimum the extensive testing shall include:
- 13.3.1 Extensive testing on a system identical to the existing system at the Facilities;
  - 13.3.2 Circuit testing;
  - 13.3.3 Configuration/setting preservation testing;
  - 13.3.4 Interface(s);
  - 13.3.5 Remote access functionality;
  - 13.3.6 Call processing;
  - 13.3.7 International call testing; and
  - 13.3.8 Debit/pre-paid card calling.
- 13.4 ITSP shall receive written notification from County, or its Designated Agent, before scheduling or proceeding with any changes to the ITS at the Facilities.
- 13.5 ITSP shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities the change and/or upgrade shall provide the Facilities.

- 13.6 ITSP shall specifically address compatibility issues related to business standards and system integration for the County prior to proceeding or scheduling with any ITS changes.
- 13.7 Upon receiving County's approval, ITSP shall provide the Facilities with written instructions for the inmates of changes to any voice prompts or calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facilities.
- 13.8 County, at its option, shall have a minimum of 2 weeks to notify inmates at County's Facilities of any ITS changes that are going to specifically affect the inmates.
- 13.9 ITSP shall work with the Facilities to schedule the changes 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 County to implement the changes or upgrades to the ITS to avoid an interruption in service.
- 13.10 ITSP shall coordinate a technician to be on site the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 13.11 All said changes or upgrades shall be made by ITSP at no cost to County.

**14 ADDITIONAL TECHNOLOGY**

- 14.1 ITSP shall supply the following additional technology features:
  - 14.1.1 An ITS integrated reverse lookup technology feature provided to County at no cost.
    - 14.1.1.1 The reverse lookup technology feature shall include name, address, and aerial location of the end user's telephone number.
  - 14.1.2 ITSP shall provide the County with Attendant Information Interactive Voice Response (IVR) system at no cost to the County.
    - 14.1.2.1 The IVR system shall provide general information and be accessible by both the inmate and public. via an automated service. The information available to the public shall include, but not be limited to, general facility information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescription policies, inmate telephone system information, inmate identification by first and last name, date of birth, inmate trust/commissary deposits policies, charges, bond amounts and types, court dates inclusive of time and locations, projected release date and etc. The information available to the inmate shall include, but not be limited to, commissary balances, charges, court dates inclusive of time and locations, bond amounts and types, visitation eligibility and times, projected release date and etc.
    - 14.1.2.2 Both the public and inmate IVR shall be provided in English and Spanish.
    - 14.1.2.3 The application shall interface with the County's JMS. County will not be responsible for any cost associated with an interface to implement the IVR system.
    - 14.1.2.4 The IVR system for the public shall transfer exception (opt-out) callers back to the Facilities' staff members for personal assistance.

- 14.1.2.5 County shall notify the ITSP of any service issues. ITSP agrees to resolve all reported service issues within 48 hours after receipt provided such service issues are directly related to the performance of the IVR system. ITSP shall provide:
  - 14.1.2.5.1 Accessibility/availability to IVR system 7 days a week, 24 hours a day and 99% (with exception to scheduled downtime) of the time and shall be tracked and reset on a monthly basis.
- 14.1.2.6 Should the County choose to terminate the use of the IVR system, ITSP shall do so at the County's discretion and at no cost.
- 14.1.3 ITSP's Word Detective keyword search tool technology shall be provided at no cost to the County. County shall have the ability to add or remove custom searchable words without the assistance of the ITSP, search call recordings for an individual word or phrase, search call recording for words or phrases associated with the search criteria, and etc.
- 14.1.4 ITSP shall provide the County with the Communicator internal automated voicemail messaging via the ITS at no cost to County. The internal voicemail messaging shall be available to inmates to file grievances, request medical/dental, submit PREA or crime tips, or file telephone complaints. The internal voicemail feature shall allow the County staff to respond (using text-to-speech technology or voice messaging) to an inmate, a group of inmates, or to both Facilities as a message of the day.
  - 14.1.4.1 The ITS shall record and store all messages. All recordings shall be maintained as described in **Section 8– Monitoring and Recording Requirements**.
  - 14.1.4.2 The PREA and crime tips mailbox shall be available to authorized personnel only.
- 14.1.5 Commissary ordering via the ITS to allow inmates to select and order commissary items via a speed dial. Commissary ordering shall be at no cost to County. The current Commissary provider is Keefe. County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering.
- 14.1.6 Voice biometric technology. County requires ITSP's ITS include initial voice biometric verification. This feature shall be an integrated part of the ITS and must include analytical tools and reporting.
  - 14.1.6.1 Initial verification biometric technology shall be provided at no cost to County;
  - 14.1.6.2 Should County determine that continuous voice biometric technology better supports the security needs of its' Facilities, County and ITSP will negotiate an amendment to this Agreement to establish costs and commission adjustments as need-be;
  - 14.1.6.3 ITSP shall provide the County on-site assistance during, and immediately following, the enrollment process to ensure initial or continuous voice biometrics are properly implemented.

**ATTACHMENT B - FACILITY SPECIFICATIONS:**

<b>FACILITY SPECIFICATIONS</b>		
	<b>Santa Barbara County Main Jail 4436 Calle Real Santa Barbara, CA 93110</b>	<b>Santa Maria Jail 812-A W. Foster Road Santa Maria, CA 93455</b>
ADP:	913	20
Number of Beds:	988	28
Call Time Limit:	15 Minutes	15 Minutes
Hours of Availability for Inmate Telephones:	6 am to 10 pm Daily	6 am to 10 pm Daily
Hours of Availability for Booking Telephones:	24/7	24/7
Number of Booking Phones Required:	13	1
Inmate Telephones Required:	144	8
Required Telephone Cord Length (Inmate Telephones):	18"	18"
Visitation Telephone Sets Required:	120 (60 booths)	0
Required Telephone Cord Length (Visitation Telephone):	18"	N/A
Portable/Cart Phones Required:	13 (7 for housing units, 6 for special use)	0
Speaker Phones for High Risk	7	0
TDD Devices Required:	1	1
Public Pay Telephones:	3	1

<b>Visitation Schedule for Santa Barbara County Main Jail</b>		
<b>Housing Unit</b>	<b>Visitation Date</b>	<b>Visitation Time</b>
IRC	Monday-Sunday	12:00PM - 8:45PM
NW	Monday-Sunday	1:00PM - 8:45PM
MSF and FMSF	Saturday and Sunday	8:00AM - 8:45AM
MDB, C-17, EI-11 to 22, Main Jail, and SI-13 to 17	Saturday and Sunday	1:00PM - 1:45 PM
W, BC, S-Tank, WI, SI-20, Main Jail, and SI-21	Saturday and Sunday	2:00PM - 2:45PM
E, W-01, EI-25 to 38, Main Jail, and SI-01 to 12	Saturday and Sunday	3:00PM - 3:45PM
C-07 and C-08	Saturday and Sunday	4:00PM - 4:45PM

**ATTACHMENT C - CALLING RATES and COMMISSIONS**

Call type	Required Calling Rates			
	Collect and Pre-Paid Collect		Debit	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$0.00	\$0.16	\$0.00	\$0.16
Intralata/Intrastate	\$0.00	\$0.16	\$0.00	\$0.16
Interlata/Intrastate	\$0.00	\$0.16	\$0.00	\$0.16
Interlata/Interstate	\$0.00	\$0.16	\$0.00	\$0.16
Domestic International	\$0.00	\$0.16	\$0.00	\$0.16
International	N/A		\$0.00	\$0.75
Commission Percentage	65.1 %			

Public Pay Telephone Required Rates		Flat Payment Amount
	Per-Minute Rate	
Local	\$0.50 per 15-minutes	\$200.00
Long Distance	\$0.16/minute	

Approved Fees	
Fee Name	Amount
Pre-Paid Funding Fee via IVR or Web:	\$3.00
Pre-Paid Funding Fee via Live Representative:	\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Western Union – SwiftPay (Third Party Fee – \$5.95):	\$0.00 – Pass Through – No Markup
All Other Fees:	Not Allowed

ATTACHMENT D

Implementation Plan for Santa Barbara County, CA		
1. PLANNING	Action Items	Standard Intervals (Days) for the Incumbent Provider (ICSolutions)
1.1. Back office setup and document update phase		
1.1.1. Account management systems	create the accounts, sites, systems, phones, lines, speed dials, call times, dialing rules, local calling area, rates, and site BTH.	Completed
1.1.2. Implementation ticket	Create implementation ticket	0.5
	Define local calling area	Completed
	Load local calling area	Completed
	Define billing agent & account number	Completed
	Enter billing agent & account number	Completed
	Get approval/signoff on rates	Completed
	Load rates	Completed
	Assign IP addresses	Completed
1.1.3. Visio site infrastructure drawing	Network drawing	1
1.1.4. MS Project Plan and Gantt Chart	SOW and/or Scope Statement (update) Gantt chart	1 1
1.1.5. Create weekly progress reports	Progress report	0.25
1.2. Ordering phase		
1.2.1. Order circuits	Network design (final)	1
	Address capacity planning for Cocos Site profile for circuit order Circuit install letter to customer	Completed Completed 0.25
1.2.2. Order Inmate Telephone System (ITS)	ITS design (final)	1
	ITS pricing and configuration worksheet	0.5
	Create POs	0.5
	Build and Test ITS	2
1.2.3. Order phones	Payphone service request form	Completed
	Create POs Send order to vendor	Completed Completed
1.2.4. Order backboards, pedestals, and enclosures	Create POs Submit order to vendors	0.25 0.25
1.2.5. Order workstations, printers, and peripherals	Create POs Submit order to vendors	0.25 0.25
1.2.6. Order ancillary hardware	Equipment checklist (review)	1
	Firewall request form (if required)	0.5
	Create POs Submit orders to vendors	0.25 0.25
1.2.7. Order network (NetOps) hardware	Review SOW from network hardware vendor	1
	Create POs	0.25
	Submit orders to vendor	0.25
1.3. Pre-Implementation phase	Develop new non-CPE products and services	Completed
1.3.1. Document integration business rules	Contact integration partners	Completed
	Document business rules	Completed
	Forward integration schema docs to partners Business agreements with integration partners	Completed
1.3.2. Pre-Implementation Kickoff meeting	Pre-Implementation kickoff meeting Distribute relevant docs prior to meeting	0.25 0.25
1.3.3. Marketing collateral and postings	Marketing collateral	Completed
	Change of service notice	Completed
	Rate postings	Completed
	Dialing instructions	Completed
	Escalation procedures	Completed
1.3.4. Incumbent transition deliverables	Contact incumbent and schedule transition	Completed
	Create ITS vendor transition plan	Completed
	Create risk mitigation plan	Completed
	Request upload of ANI and inmate data	Completed
1.3.5. Build and test hardware	Build and test all ITS and related hardware Verify all features, rates, configs, etc.	5
1.3.6. Delivery of circuits and hardware	Contact circuit vendors & verify delivery dates	2
	Notify customer of circuit delivery dates	0.25
	Contact hardware vendors and verify dates	1
	Notify customer of hardware delivery dates	0.25
1.3.7. Testing of integration (development environment)	Exchange and process dev test files	Completed
	Send weekly updates to integration partner	Completed
	Get signoff from partners on development testing	Completed
2. EXECUTING/IMPLEMENTING		
2.1. Implementation Phase		
2.1.1. Pre-installation	Verify that circuits have been delivered	0.5
	Verify that hardware has been delivered	0.5
	Verify that marketing collateral has been delivered	0.25
2.1.2. Installation (enclosures, phones, circuits)	Tool box checklist	0.25
	Inventory circuits and hardware	0.25
	Verify installation and test circuits	0.25
	Install backboards, enclosures, pedestals	1
	Install phones Complete pre-wiring and backboard prep	2 2
2.1.3. Installation (ITS, workstation, ancillary)	Install network hardware	1
	Cutover, test, verify DIA circuit	1
	Install ITS	1
	Install ancillary hardware	1
	Install workstation Install network-to-network interface (if required)	1 1
2.1.4. Testing of integration (field)	Exchange and process production test files	Completed
	Complete end-to-end testing	Completed
	Get signoff from partners on field testing	Completed
	Go live with integration	Completed
2.1.5. Systems testing and cutover	Upload incumbent's ANI and inmate data	0.5
	Verify rates	0.25
	Identify port mappings	0.5
	Update port mappings	0.5
	Test plan/post-implementation checklist	0.25
	Cutover ITS for inmate use	0.5
2.1.6. Post-installation	Site cleanup	0.5
	Take photos of installation	0.5
	Distribute escalation procedures	0.25
	Training on ITS	1
	SA new hire orientation (if applicable)	1
	Inspect installation with customer Customer acceptance/signoff on contract delivery Have customer complete install survey	0.5 0.25 0.25
3. MONITORING AND CONTROLLING		
3.1. Post-Implementation phase		
3.1.1. Monitoring	Setup network systems for monitoring	0.25
	Monitor CDR processing and billing	0.25
	Monitor integration file processing	0.25
3.1.2. Rate Audit	Verify rates in live CDRs	0.25
4. CLOSING		
4.1. Closing phase		
4.1.1. Transition to Technical Support, Field Services, and Client Services	Support transition template	0.5





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/1/2016 11/17/2015

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Great Northern Insurance Company	20303
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CENGR CERTIFICATE NUMBER: 13465478 REVISION NUMBER: XXXXXXXX


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	7321-00-90	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73210092	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7165-55-50	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab & Network Security/ Privacy Liab	N	N	MTP903057701	1/1/2015	1/1/2016	\$5,000,000 Aggregate \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Santa Barbara County Sheriff's Office, its officers, officials, employees, agents are volunteers are additional insureds on a primary and non-contributory basis under general liability and automobile liability as required by written contract. Waiver of subrogation applies under general liability, automobile liability and workers' compensation where permissible by law and as required by written contract. Certificate holder will receive a 30 day written notice of cancellation as required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

13465478 Santa Barbara County Sheriff's Office 4436 Calle Real Santa Barbara CA 93110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---



# Board Contract Summary

BC \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	2018-19
D2.	Department Name .....	Sheriff
D3.	Contact Person .....	Lt. Ryan Sullivan
D4.	Telephone .....	805-681-4245

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Inmate Communication Services
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 2,000,000.00
K5.	Contract Begin Date .....	9/1/2018
K6.	Original Contract End Date .....	8/31/2021
K7.	Amendment? (Yes or No) .....	No
K8.	- New Contract End Date .....	
K9.	- Total Number of Amendments .....	
K10.	- This Amendment Amount .....	\$
K11.	- Total Previous Amendment Amounts .....	\$
K12.	- Revised Total Contract Amount .....	\$

B1.	Intended Board Agenda Date .....	8/28/2018
B2.	Number of Workers Displaced (if any) .....	
B3.	Number of Competitive Bids (if any) .....	4
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	No

F1.	Fund Number .....	0075
F2.	Department Number .....	032
F3.	Line Item Account Number .....	7460
F4.	Project Number (if applicable) .....	INPHF
F5.	Program Number (if applicable) .....	1069
F6.	Org Unit Number (if applicable) .....	6075
F7.	Payment Terms .....	Net 30

V1.	Auditor-Controller Vendor Number .....	
V2.	Payee/Contractor Name .....	Telmate, LLC
V3.	Mailing Address .....	12021 Sunset Hills Rd, Suite 100
V4.	City State (two-letter) Zip (include +4 if known) .....	Reston, VA 20190
V5.	Telephone Number .....	
V6.	Vendor Contact Person .....	
V7.	Workers Comp Insurance Expiration Date .....	
V8.	Liability Insurance Expiration Date .....	
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_