

EXHIBIT 10

Screening Out Family Time:
The For-Profit Video Visitation Industry in Prisons and Jails

Placer County, California ICSolutions Contract

PRISON
POLICY INITIATIVE

**INMATE TELEPHONE SERVICE AGREEMENT
PLACER 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, Texas 78217 ("ITSP"), and Placer County Sheriff's Office, on behalf of the County of Placer, with its principal place of business at 2775 Richardson Drive, Auburn, CA 95603 ("Customer"), hereby agree to execute this Inmate Telephone Service Agreement ("Agreement"), which shall be effective as of the date of the last signature ("Effective Date").

1. AGREEMENT

- 1.1 Customer grants ITSP the exclusive right and privilege to install and operate all inmate and visitation telephones, video visitation stations and related telephone equipment at Customer's Placer County Jail, Juvenile Detention Facility, and upon opening the South Placer Adult Correctional Facility ("Facilities") located at the addresses identified on **Attachment B** of this Agreement. ITSP shall, at no cost to Customer, provide all inside wiring for the inmate telephones and video visitation stations, install the inmate telephones and video visitation stations, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make collect, pre-paid and/or debit local, long distance and international calls from the Facilities pursuant to the terms set forth herein.

2. TERM

- 2.1 This Agreement shall commence upon the Effective Date shown above and remain in force for an initial term of 3 years **from the date the inmates begin using the ITSP**, ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. However, Customer, at its sole option, shall have the right to renew this Agreement for 2 additional 1 year terms, with 30 days written notice to ITSP prior to expiration of the Initial Term or renewal term of this Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.
- 2.2 If Customer no longer maintains a contract for the Facility, if the contract between Customer and the agency supplying the inmates terminates or if Customer is no longer responsible for the provision of inmate telephone services, then either party may terminate this Agreement by providing the other with the lesser of 90 days written notice or in Customer's case the notice given to Customer by its agency, as applicable. In such an instance, neither party shall be subject to any penalties or fines for termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated prior to the end of the Initial Term, through no fault or cause of ITSP, then Customer shall reimburse ITSP for the unamortized portion of the VizVox equipment at the rate of \$6,222.22 per month for each month that would have otherwise remained in the Initial Term.

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**. If Customer designates an agent to act on Customer's behalf ("Designated Agent"), ITSP shall follow the Customer's direction in working with such Designated Agent.

4. COMPENSATION

4.1 COLLECT, PRE-PAID AND DEBIT

- 4.1.1 The ITSP shall pay Customer **63.1%** commission during the Initial Term of this Agreement on all Gross Revenue generated by and through the ITS including but not limited to all collect, pre-paid and debit inmate telephone calls. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP and in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not

limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, pre-paid and debit local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate 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.

- 4.1.2 For each renewal term of this Agreement, ITSP shall pay Customer **80.1%** on all Gross Revenues as identified herein.
- 4.1.3 Notwithstanding the foregoing, Gross Revenue does not include:
 - 4.1.3.1 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 to accept calls. The amount of the funding fee approved by Customer is specified in **Attachment C**.
 - 4.1.3.2 Billing Statement fees. Billing statement fees are defined as fees tariffed by the ITSP and charged to called parties for processing collect calls on a LEC telephone bill. The amount of the billing statement fee approved by Customer is specified in **Attachment C**.
 - 4.1.3.3 Interstate Regulatory Recovery fees. Interstate Regulatory Recovery fees are defined as fees tariffed by the ITSP and charged to called parties in an effort for ITSP to recover other fees and surcharges imposed by the FCC, such as telecom relay, along with related administrative costs.
 - 4.1.3.4 Required regulatory charges and taxes are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
 - 4.1.3.5 A "Free" call shall be defined as a call not generating any revenue for the ITSP. Calls to telephone numbers that appear on the free call list supplied by the Customer shall not generate revenue for ITSP and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. In the event ITSP receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Customer.
 - 4.1.3.6 ITSP agrees to provide Pro Bono calling services for Immigration and Customs Enforcement ("ICE") detainees housed at Customer's Facility. Pro Bono calls will be provided at no cost to Customer and shall be completed as Free calls to consulate telephone numbers specified by Customer. ITSP shall accept Customer's direction for how Pro Bono calling services are configured via the ITS at Customer's Facility. It is understood and agreed that ITSP will not pay any commissions or other remuneration on any ICE Pro Bono calls.
 - 4.1.3.7 ITSP shall not place limitations on a pre-paid collect account based on the Facility's average length and cost of a call.
 - 4.1.3.8 Complimentary calls are not commissioned and shall be limited to one 60-second call per unique telephone number per month. Complimentary calls shall be designated as such in the Call Detail Records.
- 4.1.4 ITSP shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other ITSP expenses.
- 4.1.5 Any additional fees, aside from those specified in this Agreement, to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding/closing pre-paid

collect accounts) for inmate telephone calls from the Facility must be approved by Customer prior to implementation.

4.1.6 Any additional fees/charges implemented without Customer's express written consent shall incur a fine of \$350.00 per day from the date the additional charges/fees were first implemented through the date the charges/fees were discontinued.

4.1.6.1 Customer shall promptly notify ITSP of any unapproved additional fees and/or charges of which Customer becomes aware and shall provide ITSP with an invoice for the total fine due, for which ITSP shall remit payment to Customer within 30 days.

4.1.6.2 Customer and ITSP shall mutually agree whether or not the charges/fees are to remain:

4.1.6.2.1 Should Customer and ITSP mutually agree that the charges/fees are to remain, Customer and ITSP shall mutually agree upon a compensation structure which will follow **Section 7 - Payment and Reporting.**

4.1.6.2.2 Should Customer and ITSP mutually agree that the charges/fees are to be discontinued, ITSP shall use its best efforts to refund, within 30 days, each called party and/or inmate for the unapproved charges/fees from the date the charges/fess were implemented until the date the charges/fees were discontinued.

4.1.7 A collect call is deemed to be complete and commissionable when the called party accepts the call, regardless if the ITSP can bill or collect the revenue generated from the call.

4.1.8 A pre-paid call includes, without limitation, a call completed by using a pre-paid card and all calls which have been pre-paid by any person or entity by any method of payment.

4.1.8.1 A pre-paid or debit call is deemed to be complete and commissionable when a connection is made between the inmate and the called party. Such connection is established by positive acceptance only.

4.1.8.2 Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage and is payable under **Section 7 – Payment and Reporting.**

4.1.8.2.1 In the case where Customer elects the debit product (funding from the inmate only), on or before the 5th business day following the month of traffic, ITSP shall submit a monthly invoice, and a corresponding usage report, to Customer and/or its Designated Agent for the full amount of the debit usage (less any issued credits/adjustments) for the prior traffic month.

4.1.8.3 ITSP will invoice Customer on a monthly basis for debit call usage or funding depending on the debit product. Customer agrees to pay such invoice(s) within 30 days of receipt.

4.1.9 Customer, at its discretion, may choose to implement pre-paid cards during the term of the Agreement. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by Customer. Commission shall be due when Customer purchases the pre-paid cards and payable under **Section 7 - Payment and Reporting.** Customer may order pre-paid cards in \$10.00 and \$20.00 denominations. Customer reserves the right to request additional denominations for pre-paid cards at any time.

4.1.9.1 Customer shall not be responsible for pre-paying sales tax at the time of the pre-paid card or debit purchase made by Customer from ITSP. The inmate purchasing the pre-paid card or debit shall be responsible for the payment of the applicable sales tax. Unless Customer, or Customer's Commissary provider (if ITSP sells pre-paid cards or debit directly to the Commissary Provider, which may sell pre-paid cards or debit to the inmates on behalf of Customer), submits to ITSP a

Sales and Use Resale Certificate to release ITSP from its legal obligation to collect sales tax when pre-paid cards or debit is purchased, ITSP will include the appropriate and applicable taxes on the invoice submitted by ITSP for the sale of pre-paid cards or debit. Said invoice shall be due and payable within 30 days of receipt by Customer or Customer's Commissary provider. If Customer, or Customer's Commissary provider (if ITSP sells pre-paid cards or debit directly to the Commissary Provider), provides ITSP a Sales and Use Resale Certificate then Customer, or Customer's Commissary provider, is responsible for collecting the applicable taxes from the inmates and remitting the collected taxes to the proper authorities.

4.1.9.2 Customer shall not be liable for any costs associated with pre-paid cards, including but not limited to, shipping charges (unless Customer requests expedited shipping, in which case shipping charges shall apply), network charges, insurance, interest, penalties, termination payments, attorney fees or liquidated damages.

4.1.9.3 Should Customer or ITSP desire to cancel the pre-paid card services at the Facility, ITSP shall deactivate any unused pre-paid cards that have a full balance at the time of the cancellation of the pre-paid card program. ITSP shall refund Customer the difference between the face value of any deactivated, unused pre-paid cards purchased by Customer and the commission paid by ITSP to Customer.

4.1.10 ITSP agrees that Customer will not bear any responsibility for unbillable, uncollectible or fraudulent calls. No monies shall be deducted from Gross Revenue or Customer's commissions for unbillable, uncollectible or fraudulent calls.

4.1.11 Customer shall not be liable for any of ITSP's costs for services pursuant to this Agreement, including, but not limited to, taxes (**except as per Section 4.1.9**), shipping charges (**except as per Section 4.1.10**), network charges, operator center charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

4.1.12 All commissions are payable as identified in **Section 7 - Payment and Reporting**.

4.1.13 ITSP shall impose a collect call threshold minimum of \$75.00 per each unique telephone number. ITSP shall not alter the collect threshold policy as described herein without Customer's express written consent.

4.2 VIDEO VISITATION

4.2.1 The ITSP shall pay Customer **63.1%** commission on all Gross Revenue generated by and through the video visitation system, including but not limited to all remote video visitation sessions and all on-site attorney video visitation sessions. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to end-users for the completion of all video visitation sessions, or any other compensation received by ITSP for the completion of all video visitation sessions.

4.2.2 ITSP's cost for a 30-minute video visitation session, approved by Customer, is specified in **Attachment C** of this Agreement.

4.2.3 All video visitation sessions will be in accordance with the rules and regulations set forth by Customer. Onsite video visitation sessions, excluding private-attorney, will be completed at no cost to the general public and inmate. Remote video visitation sessions will be at a fee charged to the end user. Private attorney video visitation sessions shall be charged to the attorney for both remote and on site sessions. Court-appointed public defender video visitation sessions will be at no cost for both remote and on site sessions. Both private attorney and court-appointed public defender remote and on site video visitation sessions charges shall be configurable at the Customer's discretion. Customer will verify and approve all private attorney and court-appointed public defenders relative to video visitation session charges. In the

event ITSP receives revenue, notwithstanding the source, from any third party related to a completed on-site video visitation session, such revenue shall be included in Gross Revenue and commissionable to Customer.

4.3 INTERNATIONAL COLLECT

- 4.3.1 ITSP agrees to provide International Collect dialing services to the Facility using a third party ITSP. ITSP shall pay Customer **63.1%** commission calculated on the Gross Revenue Received which is generated by International Collect calls. Gross Revenue Received shall be defined as the payment ITSP receives from its third party ITSP providing the International Collect calling services.
- 4.3.2 ITSP shall make a commercially reasonable effort to ensure revenues are received from its third party ITSP on a monthly basis. ITSP shall notify Customer or its Designated Agent within 30 days if ITSP's third party ITSP providing the International collect calls fails to remit payment or report completed International Collect calls for any period during the term of this Agreement. If ITSP's third party ITSP does not perform the agreed upon responsibilities, as predetermined between ISTP and such third party ITSP, ITSP shall immediately notify Customer or its Designated Agent.
- 4.3.3 If ITSP's third party ITSP no longer offers International Collect services, ITSP reserves the right, in its sole discretion, to terminate International Collect calling services at any time during the term of this Agreement. ITSP shall work with Customer to identify and implement an alternative for the provision of International Collect services which may include offering prepaid card International services or utilizing a different third party ITSP.
- 4.3.4 ITSP shall remit commission payments and traffic reports received from its third party ITSP to Customer or its Designated Agent on a monthly basis identifying all Gross Revenue Received for International Collect calls by ITSP along with the number of calls and minutes of use reported by ITSP's third party ITSP. Commission payments and traffic reports shall be due as outlined in **Section 7 – Payment and Reporting**.

4.4 PUBLIC PAY PHONE

- 4.4.1 ITSP shall furnish, install and maintain, at no cost to Customer, 1 public coin pay telephone. The public coin pay telephone shall also include the capability to allow for end users to utilize a credit card to pay for the cost of a call. The public coin phone shall also have the capability to accept Inmate Debit Release cards to pay for the cost of a call. The public coin pay telephone will be located in the lobby of the Placer County Jail for use by the general public, including families of inmates, and for the use of inmates upon release. ITSP shall pay Customer **63.1%** commission on all long distance calls. No commission shall be due on dial-around events through which the caller accesses an alternate carrier. All commissions and reporting due to Customer for the public coinless pay telephone shall follow **Section 7 –Payment and Reporting** of this Agreement. The collect calling rates on the public pay telephones shall mirror the collect calling rates chosen for the ITS.

4.5 MINIMUM ANNUAL GUARANTEE

- 4.5.1 For the Initial Term of this Agreement, ITSP shall pay Customer a Minimum Annual Guarantee ("MAG") in the amount of \$285,000.00 per year. For any renewal terms exercised by Customer, the MAG amount shall be \$350,000.00 per year. If the total commission paid to Customer for Gross Revenues, for the completion of inmate telephone calls generated by and through the ITS, for each year of the Agreement, and any renewal terms, are less than the applicable MAG, the difference shall be due to the Customer or its Designated Agent on or before the 25th day of the month following the last month of each year. If the 63.1% of commissions due to the Customer for Gross Revenues for the completion of inmate telephone calls generated by and through the ITS for each year of the Initial Term of the Agreement is greater than the MAG, the 63.1% commission rate shall remain. For each renewal term the 80.1% commission rate shall remain.

4.6 RATES

- 4.6.1 Both parties have mutually agreed upon the rates and fees for inmate telephone calls as detailed in **Attachment C**. Calling rates shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the called party or inmate, excluding taxes and regulatory charges. Any and all charges and/or fees for all collect, debit and pre-paid collect inmate telephone calls are identified in **Attachment C**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.
- 4.6.2 ITSP shall submit a written request for Customer's approval to increase and/or decrease rates for inmate telephone calls before any new rates are implemented. Customer shall provide written notice of approval or disapproval. Should ITSP decrease the calling rates without the express written approval of Customer, the ITSP shall be responsible for paying commission on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should ITSP increase the calling rates without the express written approval of Customer, ITSP shall use its best efforts to issue credits to all overcharged end users/inmates within 30 days; documentation of the issued credits shall be provided to Customer and/or its Designated Agent within 10 business days of the date the credits were issued. No commission refund shall be due from Customer to ITSP for unapproved rate increases.
- 4.6.3 For any calling rate increase or decrease, Customer and ITSP shall mutually agree upon any adjustments to the commission rate.
- 4.6.4 ITSP shall work with Customer to adjust the calling rates for Customer to meet contractual obligations to the agency supplying inmates to Customer's Facility. Rate adjustments requested by Customer shall be implemented by ITSP within 10 business days of receiving Customer's written request, subject to regulatory compliance or approval as needed.

5. CONTINUOUS BIOMETRIC VOICE IDENTIFICATION TECHNOLOGY

- 5.1 ITPS shall provide Customer with its continuous biometric voice identification technology and investigation system, the Investigator Pro™ platform. ITPS agrees that the cost associated with this technology shall be passed through to the end-user at a cost of \$0.02 per minute. ITPS's continuous biometric voice identification technology shall include but not be limited to the following Investigator Pro™ features: Suspicious CallFinder™, VoiceSearch™, QuickFind™, MyCallReview™, CallPlayer Pro™, NoteManager™, ReportMaker™, System Reports, Inmate Enrollment Procedure, and Inmate Dialing Procedures. The continuous biometric voice identification application shall be integrated and accessible through the ITS application for the initial 3 year term of the contract. If, after the Initial Term of this Agreement, Customer determines it is in the Customer's best interest to terminate the use of Investigator Pro™ and its associated features, Customer will have the option to terminate Investigator Pro and all associated features upon 30 days written notice from Customer to ITSP without penalty.

6. VENDOR RETENTION OF ACCOUNT INFORMATION

- 6.1 For the purpose of aiding in investigations, ITSP must retain information pertaining to an end-user's pre-paid collect, direct bill, etc. account for a period of 2 years after the expiration/termination of the subsequent Agreement. The information shall include, but not be limited to, to the extent available, the end-user's billing name, address and telephone number.

7. PAYMENT AND REPORTING

- 7.1 Payments, reports, monthly raw call detail records ("CDRs") and billing files due to Customer or its Designated Agent hereunder shall be made by ITSP no later than the 25th day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Customer or its Designated Agent.

- 7.2 Traffic detail report(s) shall include a detailed breakdown of the traffic for all collect, pre-paid and debit calls for each inmate telephone or inmate telephone station. This requirement is applicable for any ITS equipment and/or feature that may be installed by ITSP. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, pre-paid and debit:
- 7.2.1 Facility Name;
 - 7.2.2 Facility Identification Number/Site Identification Number;
 - 7.2.3 Facility Address, Street, City, State, and Zip;
 - 7.2.4 Automatic Number Identifier ("ANI");
 - 7.2.5 Inmate Telephone Station Port/Identifier;
 - 7.2.6 Inmate Telephone Location Name;
 - 7.2.7 Local Gross Revenue and Commission (per inmate telephone);
 - 7.2.8 INTRAlata/INTRAsate Gross Revenue and Commission (per inmate telephone);
 - 7.2.9 INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone);
 - 7.2.10 INTRAlata/INTERAsate Gross Revenue and Commission (per inmate telephone);
 - 7.2.11 INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone);
 - 7.2.12 International Gross Revenue and Commission (per inmate telephone);
 - 7.2.13 Commission Rate (%);
 - 7.2.14 Total Commission Amount;
 - 7.2.15 Traffic Period and Dates;
 - 7.2.16 Number of calls per call type (local, etc.), per inmate telephone; and
 - 7.2.17 Number of minutes per call type (local, etc.).
- 7.3 Traffic detail report(s) shall include a detailed breakdown of all video visitations for each inmate video visitation station. This requirement is applicable for any video visitation equipment and/or feature that may be installed by ITSP. Traffic detail shall include, at a minimum, each of the following items for each video visitation station:
- 7.3.1 Facility Name;
 - 7.3.2 Facility Identification Number/Site Identification Number;
 - 7.3.3 Facility Address, Street, City, State, and Zip;
 - 7.3.4 Video Visitation Station Port/Identifier;
 - 7.3.5 Total Number of On-Site Free Visits (per video visitation station port/identifier);
 - 7.3.6 Total Number of Remote Visits (per video visitation station port/identifier);
 - 7.3.7 Total Gross Revenue for Remote Visits (per video visitation station port/identifier); and
 - 7.3.8 Total Commission Amount (per video visitation station port/identifier).
- 7.4 ITSP shall provide a report of all pre-paid card orders processed during the traffic month for which ITSP is submitting the monthly traffic reports. This summary shall include the invoice number, invoice date, gross amount of the order, commission rate and commission total.
- 7.5 The billing files shall contain all fields, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall contain, but shall not be limited to, the following fields: (a) Site ID; (b) Site Name; (c) Batch ID; (d) Row ID; (e) From ANI; (f) To ANI; (g) Begin Time; (h) End Time; (i) Duration; (j) Call Amount; (k) Type of Call; (l) Originating City; (m) Bill City; (n) Bill State; (o) Revenue Period.
- 7.6 The raw Call Detail Records shall contain all calls (both attempted and completed) which originated from the Facility for each day and each time of day for the period for which said raw Call Detail Records are requested. The raw Call Detail Records shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and a complete file legend. The raw Call Detail Records shall contain, but shall not be limited to, the following fields: (a) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Status; (h) Status Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Route; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result.

7.7 The CDRs shall contain, but shall not be limited to, the following fields:

- 7.7.1 Facility (Facility Name);
- 7.7.2 Facility ID (Site ID);
- 7.7.3 Agency (if utilized at the Facility);
- 7.7.4 From ANI;
- 7.7.5 To ANI;
- 7.7.6 From City;
- 7.7.7 From State;
- 7.7.8 To City;
- 7.7.9 To State;
- 7.7.10 Export Date;
- 7.7.11 Station (Station ID);
- 7.7.12 Location of Phone;
- 7.7.13 Inmate ID (if utilized at the Facility);
- 7.7.14 Inmate PIN (if utilized at the Facility);
- 7.7.15 Pre-Paid Card ID Number (if utilized at the Facility);
- 7.7.16 Start (Call Start Time yyyy-mm-dd-hh:mm:ss);
- 7.7.17 End (Call End Time yyyy-mm-dd-hh:mm:ss);
- 7.7.18 Seconds (Duration of Call in seconds);
- 7.7.19 Call Type (e.g. Collect, Prepaid Collect, Debit);
- 7.7.20 Destination Class (e.g. Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, International);
- 7.7.21 Cost (Call Amount);
- 7.7.22 Tax;
- 7.7.23 Termination Status;
- 7.7.24 LIDB Status; and
- 7.7.25 Completed Flag (Completion Status).

7.8 Commission discrepancies must be resolved by ITSP within 30 days of receipt of notification of a discrepancy from the Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of this Agreement at the sole discretion of the Customer. If Customer chooses not to terminate this Agreement, pursuant to the provisions of this section, any discrepancies not resolved within 30 days of receipt of notice from Customer, shall be resolved pursuant to **Section 21.5**.

7.9 Payments, traffic detail reports, billing files, CDR reports and/or reports that do not contain all of the fields and information identified in **Sections 7.2, 7.3, and 7.7**, received by Customer and/or its Designated Agent after the due date will be subject to late charges and/or fines. The due date for all payments and accurate reporting is the 25th day of the month following the month of traffic. Late charges for commission payments shall be equal to 5% per month of the commission due. Late charges and/or fines for reporting shall be a fee of \$750.00 per month, per report not received by the 25th day of the month following the traffic month or for reports that do not contain all of the fields and information identified in **Sections 7.2, 7.3, and 7.7**. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late fees and fines for all three shall apply.

8. RECONCILIATION

8.1 Customer, or its Designated Agent, shall have the right from the effective date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days written notice, to fully reconcile or examine any and all of ITSP information pertaining to this Agreement. Customer retains the right to have another independent Agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.

8.2 ITSP shall maintain accurate, complete and auditable records, in an electronic format, detailing the Gross Revenues from which commissions can be determined, including all CDRs, EMI billing records, pre-paid card sales, debit usage and commissioning reports during the term of this Agreement and for no less than 2 years after the term of this Agreement. Failure by ITSP to comply with this full reconciliation rights provision will be grounds for termination of this Agreement at Customer's sole discretion.

- 8.3 Customer may also employ, at its cost and discretion, any Agent or subcontractor of its choosing in the performance of such reconciliations, subject to a written confidentiality agreement in a form approved by both parties. If a reconciliation reveals a shortage of more than 3% of a year's commission or other monies due, then the ITSP shall pay, in addition to the amount of the shortage, Customer's reasonable cost of the reconciliation and interest on any monies due to Customer at the rate of the lower of 1.5% per month or the maximum rate allowed by law within 30 days after receipt of written notice for the same.

9. ASSIGNMENT AND MERGERS/ACQUISITIONS

- 9.1 ITSP may not assign, sublet, or transfer this Agreement or the services described herein without thirty (30) days advance written notification to Customer and then only upon ITSP's receipt of Customer's written consent which such shall not be unreasonably withheld or unduly delayed. Upon Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the ITSP. Customer may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to ITSP (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 9.2 Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of ITSP. However, Customer may assign any and/or all of its rights and obligations hereunder without ITSP's written consent but upon Customer's written notice thereof to ITSP (a) to any Affiliate; (b) pursuant to any sale or transfer of all or substantially all of its business or assets; (c) pursuant to any merger, acquisition or reorganization; or (d) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 9.3 Except with respect to an equity sale or transfer where ITSP continues to operate as the same legal entity, should ITSP otherwise merge or be acquired by another entity, the following documents must be submitted to Customer:
- 9.3.1 Corporate resolutions prepared by ITSP and the new entity ratifying acceptance of the original Agreement, terms, conditions and processes;
- 9.3.2 New ITSP's Federal Identification Number (FEIN); and
- 9.3.3 Other documentation as may reasonably be requested by Customer.

10. INDEPENDENT CONTRACTOR

- 10.1 At all times the ITSP shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Customer. Therefore, the ITSP shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Customer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

11. TERMINATION/DEFAULT

- 11.1 In the event either party fails to perform, keep and observe any of the terms, covenants and conditions of this Agreement, the other party shall give such defaulting party written notice of such default and in the event said default is not remedied to the satisfaction and approval of the notifying party within 30 calendar days of receipt of such notice, such notifying party, at its sole discretion, may terminate this Agreement.
- 11.2 This Agreement between Customer and ITSP may be terminated by Customer upon 90 days written notice from Customer to ITSP without penalty. In the even this Agreement is terminated prior to the end of the Initial Term, through no fault or cause of ITSP, then Customer shall reimburse ITSP for the unamortized portion of the VizVox equipment at the rate of \$6,222.22 per month for each month that would have otherwise remained in the Initial

Term. The period referred to in **Attachment A, Section 13 – Transition** will begin upon the termination of this Agreement.

12. NON-APPROPRIATION

- 12.1 Customer may terminate this Agreement at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which this Agreement was intended.

13. INDEMNIFICATION

- 13.1 ITSP shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened hereunder, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, ITSP or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (b) the operation of ITSP's business or the ITS; (c) any breach by ITSP of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.
- 13.2 Customer agrees that ITSP shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Customer, including its agents, employees, and assigns.
- 13.3 ITSP agrees that Customer shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by ITSP, including its agents, employees, and assigns.
- 13.4 Customer agrees to provide ITSP with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by ITSP. Any such claims shall be defended by ITSP at its sole cost and expense with its exclusive discretion. Customer agrees not to compromise or settle any claim or cause without the prior written consent of ITSP.
- 13.5 ITSP agrees that Customer shall not be responsible for any liability incurred by ITSP or ITSP's agents, employees, or assigns arising out of the performance of this Agreement. ITSP further agrees to indemnify, defend, and hold Customer harmless from causes of action arising out of or relating to the services rendered by ITSP under this Agreement.
- 13.6 In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, ITSP shall at its sole cost and expense either (i) obtain the right for Customer 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, Customer may terminate this Agreement upon providing 60 days written notice to ITSP. The remedies provided in this subsection are Customer's sole remedies for ITSP's failure to perform any obligation in this subsection.
- 13.7 The provisions of Section 11 – Indemnification, including all subsections, shall survive the expiration or other termination of this Agreement.

14. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

14.1 Limitation of Liability

- 14.2 Except as to claims brought by a third party against customer that are covered by **Section 10 - Indemnification** of this Agreement, in no event shall Customer have any liability for indirect, incidental, special or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits (Extraordinary Damages) arising out of or in any way related to any equipment, product, or service provided by ITSP, pursuant

to this Agreement. In no event shall ITSP have any liability for indirect, incidental, special or consequential damages, or loss of profits or income, arising out of services provided by ITSP pursuant to this Agreement.

14.3 Disclaimer of Warranties

14.3.1 ITSP warrants that the ITS shall perform in all material respects according to the specifications described in this Agreement and any proposal or other published specifications.

14.3.2 ITSP warrants that during the term of this Agreement, the Services will be performed in a professional and workmanlike manner by individuals who are knowledgeable in the operation of the installed ITS. ITSP warrants that it has the experience, expertise and ability in the field of inmate telephones and inmate telephone systems and related disciplines necessary to perform the service.

14.3.3 ITSP warrants and represents that the performance of its obligations under this Agreement will not violate any copyrights, patents or trade secrets of any other person or entity, and that said performance will not violate any agreement to which it is a party or by which it is bound.

15. INDEMNIFICATION AND INSURANCE REQUIREMENTS

15.1 During the term of this Agreement, ITSP agrees to carry and maintain, at its expense, a policy of public liability and property damage insurance acceptable to Customer, issued by a casualty company authorized to do business in the State of California, in standard form approved by the Board of Insurance commissioners of the State of California and with limits not less than those outlined below. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the public from any loss or damage that may arise to any person or property by reason of services rendered by ITSP.

15.2 With respect to the required insurance, ITSP shall be required to provide Customer with a Certificate of Insurance naming Customer as an additional insured and a waiver of subrogation within 10 days following the execution of this Agreement. Annual renewals for the term of this policy shall be submitted prior to the expiration date of any policy. ITSP shall provide Customer with a 30 day advance written notice of cancellation or material change to said insurance.

15.3 ITSP shall at its own expense be required to carry the following minimum insurance coverage and shall submit, within 10 following the execution of this Agreement, a certificate of insurance reflecting coverage as follows:

15.4 Worker's Compensation and Employers Liability Insurance:

15.4.1 Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

15.4.2 If there is an exposure of injury to ITSP's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

15.5 Each Worker's Compensation policy shall be endorsed with the following specific language:

15.6 Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Customer."

15.7 Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Customer, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the ITSP.

- 15.8 ITSP shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with Customer upon demand.
- 15.9 **General Liability Insurance:**
- 15.9.1 Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of ITSP, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- 15.9.2 Contractual liability insuring the obligations assumed by ITSP in this Agreement.
- 15.9.3 One of the following forms is required:
- 15.9.3.1 Comprehensive General Liability;
15.9.3.2 Commercial General Liability (Occurrence); or
15.9.3.3 Commercial General Liability (Claims Made).
- 15.9.4 If ITSP carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- 15.9.4.1 One million dollars (\$1,000,000) each occurrence
15.9.4.2 Two million dollars (\$2,000,000) aggregate
- 15.9.5 If ITSP carries a Commercial General Liability (Occurrence) policy:
- 15.9.5.1 The limits of liability shall not be less than:
- 15.9.5.1.1 One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
15.9.5.1.2 One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
15.9.5.1.3 One million dollars (\$1,000,000) for Products-Completed Operations
15.9.5.1.4 Two million dollars (\$2,000,000) General Aggregate
- 15.9.5.2 If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 15.9.6 **Special Claims Made Policy Form Provisions:**
- 15.9.6.1 ITSP shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Customer, which consent, if given, shall be subject to the following conditions:
- 15.9.6.2 The limits of liability shall not be less than:
- 15.9.6.2.1 One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
15.9.6.2.2 One million dollars (\$1,000,000) aggregate for Products Completed Operations
15.9.6.2.3 Two million dollars (\$2,000,000) General Aggregate
- 15.9.6.3 The insurance coverage provided by ITSP shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

15.9.7 Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the Customer as noted above. In no cases shall the types of policies be different.

15.10 Endorsements:

15.10.1 Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

15.10.2 "Customer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

15.10.3 "The insurance provided by the ITSP, including any excess liability or umbrella form coverage, is primary coverage to Customer with respect to any insurance or self-insurance programs maintained by Customer and no insurance held or owned by the Customer shall be called upon to contribute to a loss."

15.10.4 "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Customer."

15.11 Automobile Liability Insurance:

15.11.1 Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

15.11.2 Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15.12 Professional Liability Insurance (Errors & Omissions):

15.12.1 Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

15.12.2 If ITSP sub-contracts in support of ITSP's work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

15.12.3 The insurance coverage provided by the ITSP shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

15.13 Additional Requirements:

15.13.1 Premium Payments - The insurance companies shall have no recourse against Customer and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

15.13.2 Policy Deductibles - The ITSP shall be responsible for all deductibles in all of the ITSP's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

15.13.3 ITSP's Obligations - ITSP's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

15.13.4 Verification of Coverage – ITSP shall furnish Customer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Customer 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. Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

15.13.5 Material Breach - Failure of the ITSP to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- 16.1 The ITSP hereby agrees to protect, defend, indemnify, and hold Customer free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Customer arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Customer) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. ITSP agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the ITSP. ITSP also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against ITSP or the Customer or to enlarge in any way the ITSP's liability but is intended solely to provide for indemnification of Customer from liability for damages or injuries to third persons or property arising from ITSP's performance pursuant to this contract or agreement.
- 16.2 As used above, the term Customer means the County of Placer, Placer County Sheriff's Office and/or its directors, officers, agents, managers, employees and volunteers.
- 16.3 Customer agrees to provide ITSP with reasonable and timely notice on any claim, demand or cause of action made or brought against Customer arising out of or related to the services rendered by ITSP. ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 16.4 In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a Claimant, ITSP shall (a) obtain the right for Customer to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event ITSP is unable to perform any of the above, Customer may terminate the Agreement upon sixty (60) days written notice to ITSP. The remedies provided in this subsection are Customer's sole remedies for ITSP's failure to perform any obligation in this subsection.
- 16.5 These indemnities and remedies shall survive the expiration or other termination of the Agreement.
- 16.6 ITSP shall not be responsible for any injury or damage occurring as a result of any sole negligent act or omission committed by Customer, including its Agents, employees, and assigns.
- 16.7 **Vendor Not Agent.** Except as Customer may specify in writing, ITSP shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. ITSP shall have no authority, express or implied, pursuant to the Agreement to Bind Customer to any obligation whatsoever.
- 16.8 **Assignment Prohibited.** ITSP may assign its rights and obligations under the Agreement only upon the prior written approval of Customer, said approval to be in the sole discretion of Customer.
- 16.9 **Records.** ITSP shall maintain, at all times, complete detailed records with regard to work performed under the agreement in a form acceptable to Customer, and Customer shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of the agreement, no payments shall be made to ITSP until Customer is satisfied that work of such value has been rendered pursuant to the agreement. However, Customer

shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

- 16.10 **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of the Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
- 16.11 **Conflict of Interest.** ITSP certifies that no official or employee of Customer, nor any business entity in which an official of Customer has an interest, has been employed or retained to solicit or aid in the procuring of the agreement. In addition, ITSP agrees that no such person will be employed in the performance of the agreement without immediately notifying Customer.
- 16.12 **Governing Law.** The Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on the Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and ITSP hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
- 16.13 **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties identified in section 19.1.
- 16.14 Customer agrees to provide ITSP with reasonable and timely written notice on any claim, demand or cause of action made or brought against Customer arising out of or related to the utilization of equipment or 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. Customer agrees not to compromise or settle any claim or cause without the prior written consent of ITSP. ITSP will use reasonable efforts to promptly resolve any such claim.
- 16.15 The following must be provided by the ITSP and any and person or subcontractor with whom the ITSP enters into a contract to provide services on the project:
- 16.15.1 Provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- 16.15.2 Provide a certificate of coverage showing Workers Compensation Coverage to Customer prior to beginning work on a project;
- 16.15.3 Provide Customer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of a project.
- 16.15.4 Obtain from each person providing services on any project, and/or each person or company with whom contracts are required to provide services on any project to Customer:
- 16.15.4.1 A certificate of coverage, prior to that subcontractor beginning work on the project, so Customer will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 16.15.4.2 No later than 7 days after receipt by the subcontractor, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 16.15.5 Retain all required certificates of coverage on file for the duration of the project and for 1 year thereafter.

16.15.6 Notify Customer in writing by certified mail or personal delivery, within 10 business days after the ITSP knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

For Placer County Sheriff's Office:

ATTN: Fiscal Division
Placer County Sheriff's Office
2929 Richardson Drive, Suite A
Auburn, CA 95603

For ICSolutions:

ATTN: Legal & Contracts
ICSolutions
2200 Danbury Street
San Antonio, TX 78217

CC to Placer County Sheriff's Office:

ATTN: Captain Wayne Woo
Jail Commander
2775 Richardson Drive
Auburn, CA 95603

20. INVENTIONS, PATENTS, COPYRIGHTS, SOFTWARE LICENSE; OWNERSHIP AND USE

- 20.1 The ITSP shall report to Customer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the ITSP has knowledge.
- 20.2 Customer agrees that the ITSP has the right to defend or at its option to settle, and the ITSP agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the Customer on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the ITSP to Customer under this Agreement. The ITSP agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against Customer on such issue in any suit or proceeding defended by the ITSP. Customer agrees to notify the ITSP promptly in writing of any such claim, suit, or proceeding, and at the

ITSP's expense, gives the ITSP proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the ITSP to Customer becomes, or in the opinion of the ITSP may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the ITSP may, at its option and its expense: (1) procure for Customer the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the Customer, or (3) suitably modify such product or part to render them non-infringing while retaining like capability, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the Customer. In the event ITSP is unable to perform any of the above, Customer may terminate this Agreement upon prior written notice to ITSP. The ITSP shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the Customer by the ITSP, or (2) the modification of such product or part unless such modification was made by the ITSP, or (3) the use of such product or part in manner for which it was not designed.

- 20.3 The ITSP shall not be liable for any cost, expense, or compromise, incurred or made by Customer in conjunction with any issue of infringement without the ITSP's prior written authorization. The foregoing defines the entire warranty by the ITSP and the exclusive remedy of Customer with respect to any alleged patent infringement by such product or part.
- 20.4 ITSP grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that the ITSP implements in its sole discretion (the "Updates") and in accordance with **Attachment A, Section 15 – ITS Upgrades and Performance Process** of this Agreement. Updates do not include additional products. ITSP shall ensure that Customer has the most updated versions of the ITS. Customer's rights to use any third-party software product that ITSP provides shall be limited by the terms of the underlying license that the ITSP obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the applications at the Facility. Customer will not (i) permit any parent, subsidiary, or affiliated entity to assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (ii) process or permit to be processed any data of any other party with the Software, (iii) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (iv) connect the Software to any products that the ITSP did not furnish or approve in writing, or (v) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States.
- 20.5 The ITS and the applications, and related CDRs, data, and information shall at all times remain the ITSP's sole and exclusive property unless prohibited by law, in which event, ITSP shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for 2 years after the termination of this Agreement, ITSP will provide Customer with access to the complete CDRs. The ITSP (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to the applications, the ITS, and ITSP's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of the ITSP and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
- 20.6 For services related to ITSP providing the ITS applications which allow Customer to monitor and record inmate calls, the ITSP makes no representation or warranty as to the legality of recording or monitoring inmate calls. During the term of this Agreement, ITSP shall provide Customer access to all call recordings through a workstation provided by ITSP and as specified in **Attachment A, Section 10 - Monitoring and Recording Requirements**. ITSP shall also provide Customer with the same method to access all call recordings for the term of this Agreement or the length of time required by Customer's contracting agency providing the inmates at the facility. Upon termination of this Agreement, ITSP shall provide access to the call recordings for the period required by the Customer's contracting agency providing the inmates or for a minimum of 2 years. Customer may require an extended period beyond the 2 years in order for Customer to meet specific storage requirements

set forth by an agency providing inmates to Customer. Customer shall specify such extensions by providing ITSP written notification identifying the Facility and length of storage required. Further, Customer retains custody and ownership of all call recordings; Customer grants the ITSP a perpetual limited license to compile, store, and access recordings or inmate calls for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls with their attorneys or to recordings protected from disclosure by other applicable privileges.

- 20.7 If during the term of this Agreement and 2 years after this Agreement, in accordance with **Section 20.6** herein, Customer provides ITSP with a request to provide copies of specific call recordings necessary for specific legal proceedings and processes, ITSP shall provide access to the requested information to Customer as soon as possible, but no later than 48 hours from the initial request.

21. MISCELLANEOUS TERMS

21.1 Interpretation

21.1.1 This Agreement shall be interpreted under, and governed by, the Laws of the State of California. The parties hereto agree that any action relating to this Agreement shall be instituted in a court in Placer County, California.

21.2 Severability

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

21.3 Entirety, Waiver, and Modification

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

21.4 Confidentiality

21.4.1 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 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.

- 21.4.2 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.

21.5 Dispute Resolution by Executives

- 21.5.1 All disputes will be submitted for resolution to an executive, officer, or managing agent designated by their respective Party. Each such representative shall have authority to bind the Party in all matters in connection herewith. Within 30 days of such written submission, the representatives will meet at Customer's place of business to resolve the dispute and may decide to hear additional arguments that a party may wish to make in connection therewith. The representatives shall deliberate no more than 10 days after the meeting to resolve the dispute. If the representatives reach agreement on the dispute, they will promptly issue their joint written decision resolving the dispute. Any dispute dealt with in this manner will be considered conclusively resolved and may not be the subject of any arbitration or litigation between the Parties. Either party may terminate this Agreement upon 90 days written notice if a dispute cannot be promptly decided in this manner by the representatives.

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

PLACER COUNTY SHERIFF'S OFFICE:

Brett M Wood
Authorized Signature

Brett M Wood
Typed or Printed Name

Purchasing Manager
Title

7/31/13
Date:

INMATE CALLING SOLUTIONS, LLC d/b/a
ICSolutions:

Brendan Philbin
Authorized Signature

BRENDAN PHILBIN
Typed or Printed Name

VICE President
Title

7/3/13
Date:

ATTACHMENT A

ITSP RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

1. GENERAL TERMS & CONDITIONS

- 1.1 The ITSP shall furnish, install and maintain inmate and visitation telephones for use by inmates at the Facility operated by Customer and shown in **Attachment B**. The ITSP shall provide all telephone services to the inmates utilizing ITSP's Inmate Telephone System ("ITS") in accordance with those requirements and provisions set forth in this Attachment and this Agreement.
- 1.2 ITSP shall notify Customer within 30 days of any new software upgrades specific to the ITS and associated features that are currently installed at Customer's Facility pursuant to this Agreement. ITSP shall upgrade the ITS with the new software versions and new hardware as required by Customer at no cost to Customer.
- 1.3 ITSP shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The ITSP shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.4 The ITSP agrees to (a) provide a drug-free workplace for the ITSP's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ITSP's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the ITSP that the ITSP maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order over Ten Thousand Dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or ITSP.

2. SECURITY

- 2.1 All ITSP employees shall obtain, at ITSP's cost, the appropriate personnel background security clearances prior to arrival at the Facility. All ITSP employees will comply with Customer's policies and procedures. Entry to the Facility is subject to the approval of the Facility.

3. SINGLE POINT OF CONTACT

- 3.1 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 Customer and its Designated Agent with contact information for the AE which shall include a toll-free telephone number, mobile number and email address for inmate telephone service issues.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

- 4.1 ITSP shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of Customer.
- 4.2 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 the ITSP and Customer and to ensure that Customer is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

5. ONGOING INSTALLATIONS

- 5.1 Upon execution of this Agreement, for the initial installation, including visitation equipment, the ITSP shall submit an implementation plan that shall include an installation schedule. The initial installation must be completed within 45 days of the Effective Date of this Agreement. For all ongoing installations throughout the term of this Agreement, ITSP shall submit an implementation plan that shall include an installation schedule. All ongoing installations shall be completed within 30 days of the initial request by Customer to ITSP or within 60 days if installation requires the procurement & installation of third-party circuits. The implementation plan(s) will become a part of this Agreement and must be followed.
- 5.1.1 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.
- 5.1.2 Should ITSP incur liquidated damages, Customer will invoice ITSP. Payment of the invoice shall be made to Customer within 30 days of ITSP's receipt of the invoice.
- 5.2 ITSP shall be responsible for all costs associated with the ITS, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This includes all wiring, new circuit installations, cables, parts, software and physical installation at each Facility.
- 5.3 ITSP's ITS shall not be configured to reside on or use Customer's network.
- 5.4 ITSP agrees to obtain Customer's written approval before making any physical changes to the facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed or expanded Facilities.
- 5.5 ITSP agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 5.6 The ITS shall comply with all Federal Communication and/or Utility Commissions regulations.
- 5.7 The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate is specified in **Attachment B**. Placards containing dialing instructions in English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any removable parts.
- 5.8 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 Customer's request.
- 5.9 The ITSP shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.
- 5.10 Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility is at the risk of ITSP. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by ITSP becomes Customer's property upon termination and/or expiration of this Agreement.
- 5.11 ITSP agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial building and must be approved by the Facility. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 5.12 Throughout the term of this Agreement, Customer may require additional inmate and visitation telephones, video visitation stations, and monitoring and recording equipment for the existing Facility, expansions and/or newly constructed Facilities. ITSP shall install any additional inmate and visitation telephones and monitoring and

recording equipment, as needed, within 30 days of request and at no cost to Customer. This shall be done throughout this Agreement term and all subsequent renewal terms.

5.12.1 Failure by ITSP to install the requested number of additional inmate and visitation telephones, video visitation stations, and monitoring and recording equipment in any existing Facility, expansions and/or newly constructed Facilities by the due date identified by Customer and agreed upon by ITSP, in writing or upon verbal consent, shall result in a fine to be paid by ITSP to Customer of \$500.00 per day until all of the telephones are installed and operational.

- 5.13 ITSP shall provide and install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS and at no cost to Customer.
- 5.14 Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise directed by Customer.
- 5.15 ITSP shall clean up and remove all debris and packaging material resulting from any work performed at the Facility.
- 5.16 ITSP shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 5.17 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 Facility, at no cost to Customer. All ITSP-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of ITSP.
- 5.18 Upon completion of any/all installations, ITSP must provide Customer and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.

6. ITS AND USER APPLICATION SPECIFICATION

- 6.1 ITSP shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the ITS, including local, long distance and international calling.
- 6.2 The ITS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- 6.3 Telephone station equipment shall be powered by a telephone line or equivalent and require no additional power source. A power source will be available at the demarcation location.
- 6.4 ITSP agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and etc. required by Customer and/or outlined in **Attachment B**.
- 6.5 ITSP shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time. Customer 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 Customer.
- 6.6 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephone sets installed must include volume control. ITSP shall accept Customer's reasonable decision regarding whether the reception quality is acceptable.
- 6.7 Call acceptance by the called party shall be accomplished for all calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. 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, chain dialing and no voice from called party.

- 6.8 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.
- 6.9 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 Facility and that the call "may be monitored and recorded."
- 6.10 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.
- 6.11 The ITS must offer the called party an option to receive a rate quote during the call set-up process. The ITS must repeat the options to the called party a minimum of 2 times during the initial call process.
- 6.12 If applicable, the ITS shall allow inmate(s) to record their name only once and with the first call made by the inmate(s). The ITS shall allow the inmate(s) 2 – 3 seconds to record their name.
- 6.13 The ITS shall process calls on a selective basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. At Customer's request, ITSP agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.
- 6.14 Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 6.15 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.
- 6.16 The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. Customer reserves the right to request ITSP to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within 10 days of the request.
- 6.17 The ITS shall provide free calling to selected telephone numbers as determined by Customer.
- 6.18 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Customer, without the assistance of ITSP and at no cost to Customer.
- 6.19 The ITS shall have the capability to ensure that calls to rotary telephones are completed accurately and positive acceptance is applied to the call.
- 6.20 The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by Customer (.csv, PDF, Excel, etc.):
 - 6.20.1 Inmate Name (first, last);
 - 6.20.2 Inmate PIN;
 - 6.20.3 Record Identifier;
 - 6.20.4 Date Range (start date/time and end date/time);
 - 6.20.5 Facility Name;
 - 6.20.6 Called Number;

- 6.20.7 Originating Number;
 - 6.20.8 Station Port;
 - 6.20.9 Station Name;
 - 6.20.10 Call Type;
 - 6.20.11 Bill Type;
 - 6.20.12 Duration (minimum and maximum);
 - 6.20.13 Call Amount;
 - 6.20.14 Flagged Calls;
 - 6.20.15 Monitored Calls;
 - 6.20.16 Recording Type;
 - 6.20.17 Completion Type;
 - 6.20.18 Termination Type;
 - 6.20.19 Validation Result;
 - 6.20.20 Pre-Paid Card ID Number;
 - 6.20.21 Phone Group;
 - 6.20.22 Visitation Phones;
 - 6.20.23 Custom Search.
- 6.21 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 Customer to export the reports in a format selected by Customer (.csv, PDF, Excel, etc.):
- 6.21.1 Call statistics by Date Range;
 - 6.21.2 Frequently called Numbers;
 - 6.21.3 Frequently Used PINs (if used at the Facility);
 - 6.21.4 Commonly Called Numbers;
 - 6.21.5 Call Detail Report;
 - 6.21.6 Gross Revenue Report by Date Range;
 - 6.21.7 Facility Totals and Statistics;
 - 6.21.8 Called Party/Number Accepting Report;
 - 6.21.9 Fraud/Velocity Report;
 - 6.21.10 Total Calls;
 - 6.21.11 Calling List (PAN) Report;
 - 6.21.12 Pre-Paid Card Report
 - 6.21.13 Debit Usage Report;
 - 6.21.14 Debit Balance and Funding Report;
 - 6.21.15 Pre-Paid Card Balance Report;
 - 6.21.16 Bill and Call Type Distribution;
 - 6.21.17 Phone Usage;
 - 6.21.18 Reverse Look-Up; and
 - 6.21.19 User Audit Trail.
- 6.22 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and/or its Designated Agent and ITSP and at no cost to Customer.
- 6.23 The CDRs shall be stored in a minimum of 3 locations to avoid any possible loss of call detail records.
- 6.24 The ITS shall store all CDRs, including all attempts and completed calls, for a minimum period of 3 years. Customer shall have access to all CDRs from all ITSP provided workstations and remote access computers based upon user's access level.
- 6.24.1 ITSP shall provide a mechanism and/or router, at no cost to Customer, to allow the ITSP provided workstations to connect to the ITS to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. without leaving the Facility's Local Area Network (LAN).

- 6.25 The ITSP shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a maximum, be completed one time each day on each telephone.
- 6.26 The ITS shall be capable of allowing multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 6.27 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** and shall be compatible with the ITS.
- 6.28 ITSP shall have the capability to establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. If so requested by Customer, the destination for the informant line may be an automated voicemail box or an internal ITS speed dial/prompt. Playback of the informant calls shall be available via the ITS. ITSP shall accept Customer's direction for how the informant line is configured through the ITS.
- 6.29 ITSP shall work with Customer on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, ITSP shall:
 - 6.29.1 Route free calls via the ITS to a destination provided and designated by Customer.
 - 6.29.2 Provide a telephone line, at no cost to Customer, dedicated for the PREA calls to which the calls will be routed as free.
- 6.30 Customer may choose to use the same destination and/or telephone line for PREA calls as is used for the informant calls.
- 6.31 Pro-bono calls to Consulates of all countries are required for ICE detainees and shall be provided at no cost to Customer.

7. SECURITY FEATURES

- 7.1 The ITS shall prohibit:
 - 7.1.1 Direct-dialed calls of any type;
 - 7.1.2 Access to a live operator for any type of calls;
 - 7.1.3 Access to "411" information service;
 - 7.1.4 Access to 800, 888, 877, 900, 911, and any other 900 type services;
 - 7.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 7.2 The ITS shall prevent call collision or conference calling among telephone stations.
- 7.3 The ITS must be able to shut down quickly and selectively. Customer 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:
 - 7.3.1 At demarcation location;
 - 7.3.2 By central control;
 - 7.3.3 By select housing units.
- 7.4 The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
- 7.5 The ITS shall prevent all inmate telephones from receiving any incoming calls. ITSP shall work with the LECs to ensure such control.

- 7.6 The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- 7.7 The ITS shall have the capability to detect when a call has been answered.
- 7.8 The ITS shall have a fraud prevention feature. At the request of the Customer, this feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
- 7.9 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 7.10 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call; however, the inmate shall be able to hear the progress on the called party side.
- 7.11 The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
- 7.12 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 Facility is detailed in **Attachment B**.
- 7.13 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.

8. STANDARDS

- 8.1 The ITS shall adhere to the latest requirements of the State or Federal Occupational Safety and Health Administration (OSHA) regulations, the FCC and any other governing or regulatory agencies regarding the materials or equipment to be installed in accordance with this specification.

9. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- 9.1 Customer shall utilize the PIN application at the Facility. The PIN application must include, but shall not be limited to, the following:
 - 9.1.1 The PIN application shall work with the ITS using all of the features described herein.
 - 9.1.2 The ITS shall provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
 - 9.1.3 The ITS shall be capable of providing Personal Allowed Numbers ("PAN") associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
 - 9.1.4 The ITS shall be capable of accepting, randomly generating and storing PIN information using the inmate's 5 to 6-digit booking number.
 - 9.1.4.1 The ITS shall interface with Customer'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.
 - 9.1.4.2 Upon completion of the interface, Customer shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facility.
 - 9.1.4.3 Customer, at its sole option, may make information from its JMS and/or Commissary provider available to the ITSP through a format or method created by Customer. ITSP agrees to receive information from the JMS and/or Commissary provider in a mutually agreed upon format.

9.1.4.4 ITSP agrees the inmate information from the Customer's JMS and/or Commissary provider will be available in the ITS within 15 minutes of ITSP's receipt of inmate information.

9.1.4.5 Customer shall not be responsible for any costs associated with ITSP's interface with the JMS and/or Commissary provider.

9.2 The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization.

9.3 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

9.4 The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

10. MONITORING AND RECORDING REQUIREMENTS

10.1 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone or visitation station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls and clearly designate non-recorded calls within the ITS user application.

10.2 The ITS shall comprehensively record all calls at the Facility, including visitation. At a minimum, the Facility shall have the capability of playing back a recorded call. All inmate call recordings and visitation sessions shall be stored for a minimum period of 3 years. The ITSP will be responsible for supplying all storage media (CDs, DVDs, flash drives, etc.) for call recordings at no cost to Customer throughout the life of this Agreement and any renewal terms.

10.3 Failure by ITSP to store call recordings, or loss of call recordings and/or ITSP is unable to recover call recordings within 30 days of Customer's request, shall result in a fine to be paid by ITSP to Customer of \$1,500.00 per instance. Customer or its Designated Agent shall provide ITSP an invoice for the total fine due, for which ITSP shall remit payment to Customer within 30 days.

10.4 The ITS shall be capable of live monitoring which allows Customer to view and sort in real-time, at a minimum, by any of the following criteria in chronological order:

10.4.1 Call Start Time;

10.4.2 Facility(s) Name;

10.4.3 Phone Location Name;

10.4.4 Inmate Name;

10.4.5 Inmate PIN;

10.4.6 Called Number;

10.4.7 Called City, State;

10.4.8 Call Type;

10.4.9 Bill Type;

10.4.10 Call Status; and

10.4.11 Duration.

10.5 ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls by tagging specific dialed numbers or PINs. Monitoring shall not be detectable by the inmate or the called party and the ITS should be able to allow multiple end-points to monitor ongoing conversations.

10.6 ITS shall provide simultaneous playback of recorded calls and visits as well as continuous audio recording of live conversations and visitation sessions. It is mandatory that the playback of any selected channel, including visitation, must be accomplished while continuing to record all input channels.

- 10.7 ITS shall provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible by service center personnel and shall provide failure reports, service history and other diagnostics.
- 10.8 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.
- 10.9 The ITS shall be able to email and copy the recorded conversations onto a compact disc (CD/DVD) or other storage medium in audio or MP3/data format with tamper free capabilities.
- 10.10 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 10.11 ITSP shall provide Customer with the required number of workstations and printers as identified in **Attachment B**, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software and a licensed copy of Microsoft Office (or equivalent). In addition to ITSP provided workstations, and at the request of Customer, ITSP shall provide remote access to the ITS at no cost to Customer. The workstation(s) shall be installed in locations specified by Customer.
- 10.11.1 The provision of remote access shall allow Customer and/or its Designated Agent, the same features and functionalities, permitted by the user's level of access, available on any computer/workstation supplied by ITSP.
- 10.12 The ITS user application shall at a minimum allow:
- 10.12.1 The creation, modification and deactivation of user accounts.
- 10.12.2 The creation, modification and deactivation of inmate accounts.
- 10.12.3 The creation, modification and deactivation of telephone numbers.
- 10.12.4 Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones.
- 10.12.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier.
- 10.12.6 Configuration of blocked numbers without the assistance of ITSP.
- 10.13 ITSP shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real-time call data in the event of a power failure.

11. PRE-PAID / DEBIT APPLICATION

- 11.1 Customer may or may not elect to implement a debit application at the Facility. The pre-paid and debit application must include, but shall not be limited to, the following:
- 11.1.1 The pre-paid and/or debit application shall work with the ITS provided.
- 11.1.2 The pre-paid and/or debit application shall interface with the Customer's current Commissary and/or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the inmate's ITS account. Customer shall not be responsible for any cost associated with the interface. The current commissary provider is Trinity and the current JMS provider is Tiburon.
- 11.1.3 The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or, in the case of the Inmate Debit product, an inmate's friends or family members.
- 11.1.4 The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
- 11.1.5 The pre-paid and/or debit application shall allow international calls.

- 11.1.6 The pre-paid account application shall be capable of terminating a pre-paid account, and issuing a refund in a manner specified by Customer. ITSP shall return any unused monies in a pre-paid collect account to the end-user upon request at the time of closure of the account at no cost to the end-user. Further, ITSP shall comply with applicable state law with respect to any such refunds, including the Arizona Unclaimed Property Act.
- 11.2 At the request of Customer, ITSP shall supply Customer with signage/brochures/flyers regarding ITSP's pre-paid program at no cost to Customer.
- 12. TRAINING**
- 12.1 ITSP shall provide onsite training to Customer's staff upon initial installation of the ITS. Training shall consist of all features and functionality of the ITS including, but not limited to, add/edit inmates, PINs, PANs, call detail records, call recordings, live monitoring, investigative features, voice biometric analytics and enrollment, and report generation. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be provided to Customer's staff at all training meetings and will become the property of Customer.
- 12.2 When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS.
- 13. TRANSITION**
- 13.1 ITSP shall work with Customer, and/or its Designated Agent, and the new ITSP to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.
- 13.2 Upon expiration, termination, or cancellation of this Agreement, ITSP shall accept the direction of Customer to ensure inmate telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:
- 13.2.1 As it pertains to Customer, ITSP agrees that all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS are the property of Customer and shall be provided to Customer in a 1) workable, software-compatible format at no cost to Customer within 7 days following the expiration and/or cancellation of this Agreement or 2) ITSP shall supply 1 workstation which shall become the property of Customer after expiration, cancellation or termination of this Agreement to allow Customer access to all CDRs, call recordings, documentation, reports, data and etc.
- 13.2.2 ITSP shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. ITSP agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to Customer at the compensation rate provided in this Agreement until collect, debit and/or pre-paid calls are no longer handled by ITSP.
- 13.2.3 All inside wiring to the physical inmate telephones shall become the property of Customer 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.
- 14. GENERAL MAINTENANCE**
- 14.1 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 life of this Agreement. No charge shall be made to Customer for maintenance of the ITS.

- 14.2 ITSP shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.
- 14.3 Repairs or replacements shall be started by a qualified technician within 4 hours following notification of a service request or ITS failure. ITSP must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Customer, and/or its Designated Agent, shall be notified of the technician's arrival onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. ITSP shall notify Customer any time a technician is dispatched to the Facility.
- 14.4 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 \$300.00 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. Customer 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, Customer shall have the right to terminate this Agreement.
- 14.5 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.
- 14.6 All issues surrounding the ITS service shall be reported by ITSP to Customer or its Designated Agent promptly.

15. ITS UPGRADES AND PERFORMANCE PROCESS

- 15.1 The ITSP shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at Customer's Facility. Any deviation from this process shall result in a fine or penalty to ITSP. Such fine or penalty will be equal to no less than \$300.00 per occurrence or equal to any fine imposed by the agency supplying the inmates, whichever is greater. The fine or penalty shall be due and payable by ITSP upon receipt of written notification from Customer, or its Designated Agent, of the total amount due.
- 15.2 ITSP shall provide Customer, 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.
- 15.3 ITSP shall perform extensive testing on all system changes or upgrades prior to discussing with Customer. At a minimum the extensive testing shall include:
- 15.3.1 Extensive testing on a system identical to the existing system at the Facility.
 - 15.3.2 Circuit testing.
 - 15.3.3 Configuration/setting preservation testing.
 - 15.3.4 Call processing.
 - 15.3.5 Debit/pre-paid card calling.
 - 15.3.6 International call testing.
- 15.4 ITSP shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes shall provide the Facility.
- 15.5 ITSP shall receive written notification from Customer, or its Designated Agent, before scheduling or proceeding with any changes to the ITS at the Facility.
- 15.6 Upon receiving Customer's approval, ITSP shall provide the Facility 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 Facility.

- 15.7 Customer, at its option, shall have a minimum of 2 weeks to notify inmates at Customer's Facility of any ITS changes that are going to specifically affect the inmates.
- 15.8 ITSP shall work with the Facility 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 Customer to implement the changes or upgrades to the ITS to avoid an interruption in service.
- 15.9 ITSP shall coordinate a technician to be on site the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 15.10 Unless otherwise agreed upon by Customer and ITSP, all said changes or upgrades shall be made by ITSP at no cost to Customer.

16. VIDEO VISITATION STATIONS

- 16.1 ITSP shall implement Video Visitation Stations ("VVS") in the facilities identified on **Attachment B** of this Agreement. Implementation at Placer County Jail shall be complete with 75 days from the execution date of this agreement. ITSP shall include a ratio of 1 video visitation station for every 30 inmates.
- 16.2 All remote video visitation sessions will be in accordance with the rules and regulations set forth by Customer. Remote video visitation sessions will be at a fee charged to the end-user as identified on **Attachment C**. Private attorney and court-appointed public defender video visitation sessions will be charged in accordance with **Section 4.2.3**.
- 16.3 ITSP will be responsible for providing all labor, equipment, supplies and materials necessary for the completion of the video visitation installation.
- 16.4 ITSP will be responsible for installing all new wiring, cabling and network circuits at no cost to Customer to support the provision of the outlined services.
- 16.5 ITSP will be responsible for providing and installing tamper-resistant and durable video visitation units suitable for a correctional environment.
- 16.6 The video visitation units must not include any external removable parts.
- 16.7 The video visitation units must not compromise Customer's local area network or security.
- 16.8 The VVS must consist of hardware and software designed to enable Customer to initiate, control, record, retrieve and monitor video visitation sessions.
- 16.9 The VVS must have the capability to allow Customer to schedule video visitation sessions for a particular inmate, station, and date and time.
- 16.10 The VVS must be capable of sending the general public an email notification confirming the scheduled or canceled video visitation session.
- 16.11 The VVS must be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with Customer's visitation policies.
- 16.12 The VVS must have the capability to allow for the general public to access the VVS through a web based software application.
- 16.13 The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.

- 16.14 The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
- 16.14.1 Inmate ID number;
 - 16.14.2 Inmate name;
 - 16.14.3 Visitor name;
 - 16.14.4 Date and time of visit;
 - 16.14.5 Inmate video visitation station; and
 - 16.14.6 Daily, weekly and monthly visit statistics.
- 16.15 The VVS will need to interface with Customer's JMS and/or ITS, at no cost to Customer.
- 16.16 The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
- 16.16.1 Identification number;
 - 16.16.2 Name;
 - 16.16.3 Date of birth;
 - 16.16.4 Social security number;
 - 16.16.5 Gender;
 - 16.16.6 Ethnicity;
 - 16.16.7 Driver's license number;
 - 16.16.8 Inmate visited;
 - 16.16.9 Relationship to inmate;
 - 16.16.10 Date of last visit;
 - 16.16.11 Home address (physical address); and
 - 16.16.12 Telephone number.
- 16.17 The VVS must retain one (1) year of video visitation session recordings online.
- 16.18 The VVS shall be capable of taking an individual station out of service without affecting other stations or units. The VVS must be able to shut down the VVS quickly and selectively. Customer must be able to shut down the VVS via a workstation, the VVS user application and/or by cut-off switches at several locations including, but not limited to
- 16.18.1 At demarcation location—total facility visitation stations;
 - 16.18.2 By central control center—select visitation stations; and
 - 16.18.3 By select housing units—control center.
- 16.19 The VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
- 16.20 The VVS shall include an alert system that will detect video visitation sessions made by a particular inmate or visitor.
- 16.21 The VVS must allow for authorized personnel or staff to interrupt the video visitation session and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation session.
- 16.22 The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 16.22.1 The VVS must all allow each facility to establish an approved visitor list by inmate.
- 16.23 The VVS must be capable of showing real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the

inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:

- 16.23.1 Set user ID;
- 16.23.2 Set password;
- 16.23.3 Set classification roles and associated tasks;
- 16.23.4 Capture the user's first, middle and last name;
- 16.23.5 Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
- 16.23.6 Allow for live monitoring of all video visitation sessions simultaneously (excluding attorney video visitation sessions);
- 16.23.7 Manually terminate video visitation sessions;
- 16.23.8 Report status of all video visitation stations (whether idle or offline); and
- 16.23.9 Configure the type of video visitation station to which an inmate has access.

- 16.24 ITSP must have the capability to copy the recorded video visitation sessions to a DVD or other storage media.
- 16.25 ITSP must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow Customer the same features and functionalities, permitted by the user's level of access, available on the control workstation.
- 16.26 ITSP shall be responsible for all costs associated with any additional wiring needed by Customer to ensure the power requirements are met for the VVS.
- 16.27 ITSP must provide an uninterrupted power supply source to ensure there is no loss of recorded video visitation sessions or real time data in the event of a power failure.
- 16.28 ITSP shall install, repair and maintain all VVS provided equipment and lines, including but not limited to any wiring or cable work required throughout the Facility for the VVS, at no cost to Customer. All ITSP-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of ITSP.
- 16.29 ITSP shall notify Customer within 30 days of any new software upgrades specific to the VVS and associated features pursuant to this Agreement. ITSP shall upgrade the VVS with the new software versions and new hardware as required by Customer at no cost to Customer.

16.30 South Placer Adult Correctional Facility

- 16.30.1 All requirements set forth in this section shall apply to South Placer Adult Correctional Facility ("SPACF"). Customer would like to implement VVS for SPACF. The specifications herein for VVS should apply to current Facilities and hold true for SPACF.
- 16.30.2 Upon 75 days notice from Customer, ITSP shall provide, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the provisions set forth in this section. Complete installation and functionality of the video visitation equipment at SPACF shall be completed no later than 75 days from the original notice by Customer to ITSP.
- 16.30.3 The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within SPACF unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.

17. DEBIT RELEASE CARDS

- 17.1 In the case where Customer elects the inmate Debit Release Card product, the following shall apply:

- 17.1.1 ITSP is contracted with Rapid Financial Solutions to provide inmate debit release cards to Customer.
- 17.1.2 ITSP shall install, provide and maintain inmate debit release cards, in the form of a MasterCard, to facilitate the release of inmate funds upon an inmate's release and at no cost to Customer.
- 17.1.3 ITSP shall supply an inventory of inmate debit release cards at no cost to County. ITSP shall continue to supply inmate debit release cards on an auto-fill status at no cost to Customer and for the term of this Agreement.
 - 17.1.3.1 ITSP shall supply and initial inventory of debit release cards as follows:
 - 17.1.3.1.1 500 cards for Placer County Jail;
 - 17.1.3.1.2 50 cards for Placer Juvenile Detention Facility; and
 - 17.1.3.1.3 500 cards to SPACF upon opening.
- 17.1.4 ITSP shall install, provide and maintain 2 card swipe components for each Facility to facilitate the activation and loading of the inmate debit release cards to Customer and at no cost.
- 17.1.5 ITSP shall provide and maintain training and Terms and Conditions ("T&C's") to Customer as needed with each auto-fill at no cost to Customer.
- 17.1.6 Customer may cancel the inmate debit release card program at any time during the term of this Agreement without penalty.

**ATTACHMENT B
FACILITY SPECIFICATIONS:**

PLACER COUNTY JAIL
2775 Richardson Drive
Auburn, CA 95603

FACILITY SPECIFICATIONS	
Average Daily Population (ADP based upon 12 months of data)	595
Number of Beds	646
Availability for Inmate Telephone Use	6:00 am – 11:00 pm (24 hours/day in booking)
Call Time Limit	None
Number of Current Inmate Telephone Stations	80
Number of Current Inmate Visitation Telephones	40 stations (80 phones)
Inmate Telephones Required	79
Cordless Phones Required	0
TDD Units and Associated Printers Required	3
Workstations Required	2
Video Visitation Stations (Inmate)	19
Video Visitation Stations (Public/Lobby)	0
Video Visitation Stations (Attorney)	9
Lobby Telephones Required	1
Required Inmate Telephone Cord Length	18 inches
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

**PLACER JUVENILE DETENTION FACILITY
11260 B Avenue, DeWitt Center
Auburn, CA 95603**

FACILITY SPECIFICATIONS	
Average Daily Population (ADP based upon 12 months of data)	50
Number of Beds	76
Availability for Inmate Telephone Use	8:00 am-10:00 pm
Call Time Limit	None
Number of Current Inmate Telephone Stations	4
Inmate Telephones Required	4
Cordless Phones Required	0
TDD Units and Associated Printers Required	1
Workstations Required	1
Lobby Telephones Required	0
Required Inmate Telephone Cord Length	18 inches
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

ATTACHMENT B (continued)

**SOUTH PLACER ADULT CORRECTIONAL FACILITY
11801 Go For Broke Road
Roseville, CA 95678**

PROJECTED FACILITY SPECIFICATIONS	
Number of Beds	390
Availability for Inmate Telephone Use	TBD
Call Time Limit	None
Inmate Telephones	49
Cordless (hands free) Telephones	20
TTY/TDD Jacks	25
TDD Units and Associated Printers Required	3
Workstations Required	2
Required Inmate Telephone Cord Length	18 Inches
Cart Phones Required	3
Video Visitation Stations (Inmate)	25
Video Visitation Stations (Public/Lobby)	8
Video Visitation Stations (Inmate/Attorney Booth)	14
Public Payphones	3
Inmate/Attorney Visitation	12 (24 phones)
Visitation Stations (Audio Recording)	49 (98 phones)
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

**ATTACHMENT C
CALLING RATES AND FEES:**

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID DEBIT	
	<u>Surcharge</u>	<u>First & Add'l Minute Rate</u>	<u>Surcharge</u>	<u>First & Add'l Minute Rate</u>	<u>Surcharge</u>	<u>First & Add'l Minute Rate</u>
Local	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37
Intralata/Intrastate	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37
Interlata/Intrastate	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37
Interlata/Interstate	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37	\$0.37
International	N/A	N/A	\$0.00	N/A	\$0.00	1.00
Bill Statement Fee:	\$2.49					
Pre-Paid Collect Fees:			\$0.00 Account Set-Up Fee, \$6.95 Funding Fee, \$0.00 Refund Fee			
Commission Rate:	63.1% Initial Term/80.1% Renewal Terms					
Minimum Annual Guarantee:	\$285,000 Initial Term/\$350,000 Renewal Terms					
Video Visitation Rate Per Session:	\$15.00 per 30-minute session					
Investigator Pro™ Fee:	Non – commissionable \$0.02 per minute – Of the \$0.37 per minute calling rate identified above, only \$0.35 of this total per minute calling rate is commissionable to Customer.					
Public Pay Telephone Monthly Commission Rate:	63.1% Initial Term/80.1% Renewal Terms					

* Plus applicable taxes and other government fees