

**SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT
INMATE TELEPHONE SERVICE AGREEMENT**

Inmate Calling Solutions, LLC, d/b/a ICSolutions, with its principal place of business located at 2200 Danbury Street, San Antonio, Texas 78217 (hereinafter referred to as "ITSP"), and Santa Barbara County Sheriff's Department, with its principal place of business at 4434 Calle Real, Santa Barbara, California 93110 (hereinafter referred to as "Customer"), hereby agree to execute this Inmate Telephone Service Agreement (hereinafter referred to as "Agreement"), effective **December 6, 2010** ("Effective Date").

1. AGREEMENT

1.1 INMATE TELEPHONES

Customer grants ITSP the exclusive right and privilege to install and operate prison inmate telephones and related telephone equipment at Customer's Facilities detailed in **Attachment B** (hereinafter referred to as "Facilities"). ITSP shall, at no cost to Customer, provide all inside wiring for the inmate telephones, install the inmate telephones, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make auto-collect local and long distance, pre-paid local and long distance and/or debit local, long distance and international calls from the Facilities pursuant to the terms set forth herein.

1.2 VISITATION TELEPHONE SYSTEM

Customer grants ITSP the exclusive right and privilege to install and operate visitation telephones and related equipment at the Santa Barbara County Jail. ITSP shall, at no cost to Customer, install the visitation telephones and provide all inside wiring for the visitation telephone sets. ITSP shall utilize ITSP's inmate telephone system ("ITS") for the purpose of storing the audio recordings from the visitation sessions, and monitoring and playback of the recorded sessions. ITSP shall be responsible for all maintenance, parts, and labor on said equipment, including the recording components of the equipment. ITSP agrees that the visitation telephone sets shall become the property of Customer upon expiration/termination of the Agreement. All recorded sessions shall be stored online and offline for a minimum period of one (1) year.

2. TERM

This Agreement shall commence upon the Effective Date shown above and remain in force for an initial term of three (3) years, with an expiration date of **December 5, 2013** (hereinafter referred to as "Initial Term"). The 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 two (2) additional one (1) year terms, with thirty (30) days written notice to ITSP prior to expiration of the Initial Term or renewal term of the Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of the Agreement shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. ITSP RESPONSIBILITIES

ITSP shall agree to all terms and conditions set forth in this Agreement, and ITSP shall agree to the specifications, including, but not limited to, the features and functionalities of the ITS listed in **Attachment A**. If Customer designates an Agent, ITSP shall follow Customer's direction in working with such Designated Agent.

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4. COMPENSATION

4.1 COLLECT, PRE-PAID AND DEBIT

The ITSP shall pay Customer **sixty-one percent (61%)** commission on all gross revenue generated by and through the ITS. Gross Revenue is generated by completed calls (see description of a completed call below) and includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues and any and all additional charges and fees generated by completion of all collect, debit, and pre-paid calls from ITSP's inmate telephones located at the Facilities. Any additional fees, aside from those specified in this Agreement, to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by Customer prior to implementation.

- 4.1.1 Any additional fees and/or charges implemented without Customer's express written consent shall incur a fine per day of three hundred fifty dollars (\$350.00). The fine per day shall be effective from the date ITSP implemented the unapproved additional fees and/or charges through the date ITSP discontinues the unapproved additional fees and/or charges. 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 thirty (30) days.
- 4.1.2 Additionally, ITSP shall promptly refund each called party and/or inmate for any unapproved additional fees and/or charges from the date the charges/fees were implemented until the date the charges/fees were discontinued. Should Customer approve the additional fees/charges to remain in effect for the remaining term of this Agreement and any renewal terms, Customer and ITSP shall work together to mutually agree upon the commission structure to be paid to Customer for the additional revenue generated for ITSP.

Calls are deemed to be completed and commissionable as follows:

- 4.1.3 Collect calls are completed when the called party accepts the call, regardless if the ITSP can bill or collect the revenue on the call;
- 4.1.4 Debit calls are completed when a connection is made between the inmate and the called party whether such connection is established by positive acceptance including live or automated pick-up (e.g. when positive acceptance is achieved by an answering machine).
- 4.1.5 Pre-paid calls are completed when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance including live or automated pick-up (e.g. when positive acceptance is achieved by an answering machine).
- 4.1.6 Pre-paid calls include, without limitation, calls 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.
- 4.1.7 Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage. On the fifth (5th) day following the month of traffic, ITSP shall submit a monthly invoice and 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.

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- 4.1.8 ITSP will invoice Customer on a monthly basis for debit call usage. Customer agrees to pay invoice within (30) days, including all applicable sales taxes.
- 4.1.9 ITSP shall pay commission on Gross Revenue before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other ITSP expenses. ITSP agrees that the Customer will bear no responsibility for unbillable or uncollectible calls. Additionally, Customer shall not be liable for any of ITSP's costs for service pursuant to this Agreement, including, but not limited to, taxes, shipping charges, network charges, operator center charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

Notwithstanding the foregoing, Gross Revenue does not include:

- 4.1.10 Prepaid Collect fees. Prepaid Collect fees are defined as fees imposed on called parties who set up and/or fund pre-paid collect account with ITSP to accept calls. The amount of the transaction funding fees approved by Customer is specified in **Attachment C**.
- 4.1.11 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**.
- 4.1.12 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. The amount of the cost recovery fee approved by Customer is specified in **Attachment C**.
- 4.1.13 Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 4.1.14 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.
- 4.1.15 Complimentary calls are not commissioned and shall be limited to one sixty (60) second call per unique number and inmate. Complimentary calls shall be designated as an "Admin Call" in the Call Detail Records.

All commissions are payable as identified in **Section 5 Payment and Reporting**.

4.2 DEBIT SIGNING BONUS

ITSP shall provide Customer with **one hundred thousand dollars (\$100,000.00)** in debit usage at no cost to Customer; therefore, Customer's commission on the \$100,000.00 shall be paid at one hundred percent (100%). Commission for debit calls (once the \$100,000 has been exhausted) shall be paid at sixty-one percent (61%) and shall be based upon total Gross Revenues, as specified above, generated from debit call usage and payable under **Section 5 – Payment and Reporting**.

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4.3 RATES

- 4.3.1 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, any additional fees and per minute rates charged to the called party. Any and all charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls shall be 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.
- 4.3.2 The ITSP shall submit written requests for Customer's approval to increase and/or decrease rates for inmate telephone calls. 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 must issue credits to all end users that were overcharged; documentation of the issued credits shall be provided to Customer and/or its Designated Agent within ten (10) days of the date the credits were issued. No commission refund shall be due from Customer to ITSP for unapproved rate increases.
- 4.3.3 Rate adjustments requested by Customer shall be implemented by ITSP within ten (10) days of receiving Customer's written request, subject to regulatory approval.

5 PAYMENT AND REPORTING

- 5.1 Payments and reports due Customer or its Designated Agent hereunder shall be made by ITSP no later than the twentieth (20th) 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.
- 5.2 Traffic detail report(s) shall include a detailed breakdown of the traffic for all collect, debit, and pre-paid collect calls for each inmate telephone or inmate telephone station. This requirement is applicable for any ITS equipment 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, debit, and pre-paid collect call types: (a) Facility Name; (b) Facility Identification Number; (c) Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or Inmate Telephone or Inmate Telephone Station port number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (j) Commission Rate; (k) total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International); (l) Traffic Period Dates; (m) Total Minutes of use per Inmate Telephone or Inmate Telephone Station for each call type; (n) Total Number of Calls per Inmate Telephone or Inmate Telephone Station for each call type; (o) Total Debit Usage for each call type; (p) Total Pre-Paid Usage for each call type.
- 5.3 Monthly raw Call Detail Records and Billing Files shall be delivered to Customer and/or its Designated Agent no later than the twentieth (20th) day of the month following the month of traffic. Call Detail Records and Billing Files received by Customer shall include the following:

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- 5.3.1 The billing files shall contain all 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) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Termination Reason; (h) Termination Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Bill Type; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result. ITSP shall make the complete file map and complete field legend available to Customer and/or its Designated Agent upon request from Customer and/or its Designated Agent.
- 5.3.2 The Raw Call Detail Records (CDRs) shall contain all calls (both attempted and completed) which originated from the Facilities for each day and each time of the day for the period for which said Raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and complete file legend. The CDRs 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) Termination Reason; (h) Termination Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Bill Type; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result.
- 5.4 Payments, traffic detail reports, billing files, CDR reports, and/or reports that do not contain all of the fields and information identified in **Section 5.2, 5.3.1 and 5.3.2** above, received by Customer and/or its Designated Agent after the due date will be subject to late charges. The due date for all payments and accurate reporting is the twentieth (20th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges for reporting shall be a fee of seven hundred and fifty dollars (\$750.00) per month, per report for each report not received by the twentieth (20th) day of the month following the traffic month. If the commission payment is late, reporting is late and reports do not contain all required fields, late fees for all three shall apply.
- 5.5 Commission discrepancies must be resolved by ITSP within thirty (30) days of receipt of notification of a discrepancy from the Customer or its Designated Agent or such discrepancy is subject to late charges, as described above and/or termination of the Agreement at the sole discretion of the Customer, and/or any legal course of action the Customer elects to pursue.
- 5.6 Customer may request ITSP to make material changes and/or enhancements to a report identified above. Customer and ITSP shall work together in good faith to determine a realistic and reasonable schedule for the delivery of the requested material changes and/or enhancements. In the event Customer requires an urgent material change and/or enhancement to a report, ITSP shall use its best efforts to complete the request to ensure Customer meets its schedule or deadline. Any reasonable report change shall be made by ITSP at no cost to Customer.

5.7 SURETY BOND

ITSP agrees to furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of California a cashier's check or Irrevocable Letter of Credit payable to Customer within ten (10) calendar days after award of the Agreement and prior to any installation work or equipment delivery. The Surety Bond must be made payable to Customer in the amount of seventy-five thousand dollars (\$75,000.00) and will be retained during the full period of the Agreement and/or renewal terms. **No personal or company checks are**

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acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond. In the event that Customer exercises its option to extend the Agreement for an additional period, ITSP shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

6 INSURANCE

6.1 ITSP shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and applicable Customer subsequent law, to their employees and all subcontractors to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of ITSP's personnel involved. Customer may require, at ITSP's expense, drug testing of ITSP's personnel if no drug testing records exist or if such test results are older than six (6) months.

6.2 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.

6.3 With respect to required insurance, ITSP shall be required to:

6.3.1 Provide Customer with a Certificate of Insurance naming Customer as an additional insured;

6.3.2 Provide Customer a waiver of subrogation;

6.3.3 Provide Customer with a thirty (30) day advance written notice of cancellation or material change in said policy.

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

6.4 ITSP shall at its own expense be required to carry the following minimum insurance coverage and shall submit a certificate of insurance reflecting coverage as follows:

6.4.1 Automobile Liability:

- | | |
|---------------------------------|--------------|
| • Bodily Injury (Each person) | \$250,000.00 |
| • Bodily Injury (Each accident) | \$500,000.00 |

6.4.2 General Liability (Including Contractual Liability):

- | | |
|--------------------------|--------------|
| • Bodily Injury or Death | \$500,000.00 |
| • Property Damage | \$100,000.00 |

6.4.3 Excess Liability:

- | | |
|-----------------|----------------|
| • Umbrella Form | \$1,000,000.00 |
|-----------------|----------------|

6.4.4 Workers Compensation:

Statutory

6.5 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

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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.

- 6.6 ITSP agrees to carry and maintain Workers Compensation Insurance with at least statutorily required limits. Proof of Workers Compensation Insurance must be provided to Customer prior to provision of services or installation of the inmate telephone system. The following must be provided by the ITSP and any subcontractor with whom the ITSP enters into a contract to provide services on the project:
 - 6.6.1 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.
 - 6.6.2 Provide a certificate of coverage showing Workers Compensation Coverage to Customer prior to beginning work on the project.
 - 6.6.3 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 the project.
 - 6.6.4 Obtain from each subcontractor providing services on the project:
 - 6.6.4.1 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
 - 6.6.4.2 No later than seven (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.
 - 6.6.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6.6.6 Notify Customer in writing by certified mail or personal delivery, within ten (10) 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.
 - 6.6.7 Post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by applicable laws, rules or regulations. This notice must be printed with a title in at least thirty (30) point bold type and text in at least nineteen (19) point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the relevant governing state agency on the sample notice, without any additional words or changes: REQUIRED WORKERS COMPENSATION COVERAGE. The law requires that each person working on this site or providing services related to this project must be covered by workers compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

7 INDEMNIFICATION

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- 7.1 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; (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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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. Customer reserves the right to be represented by its own counsel at its own expense. Customer agrees not to compromise or settle any claim or cause without the prior written consent of ITSP.
- 7.6 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 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.
- 7.7 **The provisions of Section 7 – Indemnification, including all subsections, shall survive the expiration or other termination of the Agreement.**

8 MEANINGFUL CONSEQUENCES

In lieu of terminating the Agreement as may be provided elsewhere in this Agreement, Customer, at its sole discretion, may invite ITSP to negotiate in an effort to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirements of the Agreement. Any agreed upon consequence must be significant enough to incent ITSP's future compliance and mitigate satisfactorily for Customer for any loss or inconvenience occasioned by ITSP's failure. The consequences shall be reasonable, fitting to the breach, and mutually agreed upon prior to being invoked.

9 BREACH AND TERMINATION

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- 9.1 In the event ITSP shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement, Customer shall give ITSP written notice of such default and in the event said default is not remedied by ITSP to the satisfaction and approval of Customer within thirty (30) calendar days of receipt of such notice, Customer, at its sole discretion, may terminate this Agreement.
- 9.2 The Agreement between Customer and ITSP may be terminated by Customer upon sixty (60) days written notice from Customer to ITSP without penalty.
- 9.3 Should ITSP, for any reason, become unable to complete the work called for in the Agreement, Customer may, at its sole discretion, call for the Surety Bond due, in part or in full for such non-performance, and/or as liquidated damages.

10 ASSIGNMENT

ITSP may not assign or transfer this Agreement or the services described herein without the express prior written consent of the Customer which consent will 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.** If the ITSP shall merge or be acquired by another entity and ITSP does not survive such transaction as a legal, operating entity, the following documents must be promptly submitted to Customer:

- 10.1 Corporate resolutions prepared by the ITSP and new entity ratifying acceptance of the original contract, terms, conditions and process.
- 10.2 New ITSP's Federal Identification Number (FEIN).

Customer may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the ITSP.

11 SUBCONTRACTS

- 11.1 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.
- 11.2 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 the 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.

12 FORCE MAJEURE

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

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13 NOTICE

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

Santa Barbara County Sheriff's Department
ATTN: Lt. Charles Powell – Inmate Services
4434 Calle Real
Santa Barbara, CA 93160

Inmate Calling Solutions, LLC
ATTN: Brendan Philbin
2200 Danbury Street
San Antonio, TX 78217

14 RECONCILIATION RIGHTS

- 14.1 Customer, or its Designated Agent, shall have the right from the Effective Date of the Agreement, and for a period of two (2) years after the termination date of the Agreement, upon ten (10) business days written notice, to fully reconcile or examine any and all ITSP information pertaining to this Agreement.
- 14.2 ITSP shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, pre-paid card sales and/or debit invoices, and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles. Failure by ITSP to comply with this full reconciliation rights provision will be grounds for termination of the Agreement at Customer's sole discretion.

15 MISCELLANEOUS TERMS

15.1 Interpretation

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

15.2 Severability

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

15.3 Entirety, Waiver, and Modification

This Agreement, together with any Attachment(s) 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.

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15.4 Confidentiality

15.4.1 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.

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

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

SANTA BARBARA COUNTY SHERIFF'S
DEPARTMENT

INMATE CALLING SOLUTIONS, LLC
D/B/A ICSOLUTIONS

Authorized Signature

Authorized Signature

Don Patterson

Typed or Printed Name

Chief

Title

Date:

Date:

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ATTACHMENT A

ITSP RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

1. General Requirements

The ITSP shall furnish, install and maintain telephones for use by inmates at the Facilities operated by Customer. The ITSP shall provide all telephone services to the inmates utilizing ITSP's ITS in accordance with those requirements and provisions set forth in this Attachment and the Agreement.

- 1.1 ITSP shall notify Customer within thirty (30) days of the introduction into the market of any new software feature upgrades specific to the inmate calling platform and associated features that are currently installed at Customer Facilities or are later installed at Customer facilities pursuant to this Agreement. ITSP shall upgrade the ITS with the new software feature versions and new hardware as required by Customer at no cost to Customer.
- 1.2 ITSP shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The ITSP shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.3 ITSP shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and Customer to its employees and all subcontractors to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of ITSP's personnel involved. Customer may require, at ITSP's expense, drug testing of ITSP's personnel if no drug testing records exist or if such test results are older than six (6) months.

2. Security

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

3. Single Point of Contact

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 a toll-free telephone number for inmate telephone service issues. ITSP shall also provide a fax number and an Internet email address.

4. Initial and Ongoing Installations

- 4.1 For each installation (including visitation equipment), the ITSP shall submit an implementation plan that shall include an installation schedule. Any initial installation must be completed within sixty (60) days of either: (i) the date Customer awards the Facilities to ITSP; or (ii) the date of execution of this Agreement by the parties; whichever is later. This implementation plan will become a part of the Agreement and must be followed.
 - 4.1.1 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 five hundred dollars (\$500.00) per day for each day beyond the installation date until all of the

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telephones are installed and operational. In no event will natural disasters or acts of God cause ITSP to incur liquidated damages.

- 4.1.2 Should ITSP incur liquidated damages, Customer will invoice ITSP. Payment of the invoice shall be made to Customer within thirty (30) days of ITSP's receipt of the invoice.
- 4.2 The ITSP agrees to obtain Customer's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- 4.3 The ITSP agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 4.4 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facilities are at the risk of ITSP. No exposed wiring will be permitted. Ownership of any wiring or conduit installed under this Agreement by ITSP becomes Customer's property upon termination and/or expiration of the Agreement.
- 4.5 The 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 Electronics Industries Association EIA/TIA-568 Commercial Building Telecommunications Wiring Standard.
- 4.6 Throughout the term of this Agreement, Customer may require additional inmate and visitation telephones and monitoring and recording equipment for existing Facilities, expansions and/or newly constructed Facilities. ITSP shall install any additional inmate and visitation telephones and monitoring and recording equipment as needed at the existing Facilities, expansions to existing Facilities and newly constructed Facilities at no cost to Customer.
- 4.7 The ITSP shall provide and install adequate surge and lightning protection equipment on all lines used for the ITS. ITSP shall be responsible for maintaining, replacing or upgrading the surge and lightening protection at no cost to Customer.
- 4.8 Installation of all telephones and related equipment shall be accomplished during normal business hours at each Facility or as otherwise directed by the facilities' Administrator.
- 4.9 The ITSP shall clean up and remove all debris and packaging material resulting from any work performed at the Facilities.
- 4.10 The ITSP shall restore, to original condition, any damage to Customer's property caused by maintenance or installation personnel associated with ITSP, including repairs to walls, ceilings, etc.
- 4.11 The ITSP agrees to install, repair and maintain all ITSP provided equipment and lines, including but not limited to any wiring or cable work required from the demarc throughout the Facilities, at no cost to Customer. All ITSP-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of ITSP.

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- 4.12 Upon completion of the initial installation and ongoing installations, ITSP must provide Customer and its Designated Agent with a list of telephone numbers, equipment specifications, and locations of each unit.
- 4.13 Ownership of any wiring and conduit placed under this Agreement becomes Customer's property upon termination and/or expiration of the Agreement.

5. Station Equipment Specifications

The ITS 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.

- 5.1 Each call, having been identified as being placed through ITSP's ITS, shall be delivered to the called party as either a collect call, a pre-paid call and/or a debit call – if the pre-paid/debit application is in effect and chosen as the means to place the call.
- 5.2 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.
- 5.3 ITSP agrees to install the quantity of telephones, enclosures and/or pedestals required by Customer as outlined in **Attachment B**. The cord length for the telephones shall be 18”.
- 5.4 The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The inmate telephone stations shall be stainless steel, non-coin, sturdy enough to withstand vandalism and severe use, and be steel armored, durable equipment which can withstand tampering and is suitable for a detention environment. The equipment must contain no removable parts.
- 5.5 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.
- 5.6 ITSP shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the “amplified” or volume controlled sort. ITSP shall accept Customer's decision regarding whether the reception quality meets industry quality standards.
- 5.7 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 able to recognize standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, and wireless devices.
- 5.8 The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. ITSP must assume all responsibility for fraud related to monitoring of the switch hook.
- 5.9 During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Facilities. The announcement shall also include: "This call may be monitored and recorded."

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- 5.10 All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be free of any toll charges.
- 5.11 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.
- 5.12 Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 5.13 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.
- 5.14 The ITS shall provide a recording back to the inmate which specifically details why a call was not completed.
- 5.15 The ITS shall provide free calling to selected telephone numbers as determined by Customer. In addition, Customer requires that the ITS be configured to allow five (5) free completed telephone calls (local or long distance) per inmate PIN from the booking phones at each Facility. The length of each free call shall be limited to five (5) minutes. Upon completion of the required, five (5) free calls per PIN, the inmate shall be allowed to attempt and/or complete collect, pre-paid and/or debit calls from the booking phones at each Facility.
- 5.16 The ITS shall restrict the required five (5) free completed telephone calls to the booking area of the facilities. Once the inmate is moved to general population, any unused free calls shall no longer be accessible by the inmate.
- 5.17 The ITS shall be capable of restricting calls from the inmate to the specific Customer facility in which the inmate is located.
- 5.18 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Customer.
- 5.19 The ITS shall have the capability to ensure that calls to rotary telephones are completed accurately and positive acceptance is applied to the call.
- 5.20 The ITS or Customer Portal shall, upon request by Customer, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:

5.20.1 Monitoring reports that can be provided or sorted by any or all of the following criteria:

- i. Daily statistical reports;
- ii. Facility name;
- iii. Originating number;
- iv. Terminating number;
- v. Date of call;
- vi. Time of day;
- vii. Length of call; and
- viii. Type of call

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- ix. PIN number (associated with Inmate's name);
- x. Frequently called numbers (for all numbers called more than 5 times in one day) ;
- xi. Common numbers called (for all numbers called by more than one inmate) where available by platform type;
- xii. Bill type
- xiii. Originating Station
- xiv. Calls not passing validation.

5.20.2 Billing reports that can be provided or sorted by any or all of the following criteria:

- i. Call detail report;
- ii. Amount charged per call;
- iii. Gross revenue;
- iv. Daily statistics;
- v. Monthly statistics;
- vi. Called party/number accepting report;
- vii. Fraud/velocity report;
- viii. Separate facility totals and statistics;
- ix. All facility totals and statistics;
- x. Total calls;
- xi. Calls by date;
- xii. Pre-paid card report(s) (to include the amount of the call)
- xiii. Debit usage report;
- xiv. Bill and call type distribution
- xv. Time of day;
- xvi. Length of a call; and
- xvii. Calls being denied by validation.

- 5.21 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and its Designated Agent and ITSP.
- 5.22 The call detail records shall be stored in a minimum of three (3) locations to avoid any possible loss of call detail records.
- 5.23 The ITS shall store all call detail records, including all attempts and completed calls at the Facilities for the life of the contract. Customer shall have access to all call detail records from all remote access computers, based upon user's access level.
- 5.24 The ITSP shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line. Remote diagnostic tests shall be, at a maximum, run one time each day on each telephone.
- 5.25 The ITS shall be capable of allowing multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 5.26 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). A minimum of one (1) TDD telephone will be installed at each Facility at no cost to Customer. TDD telephones shall be in operation at each Facility identified on **Attachment B** and shall be compatible with the ITS.

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- 5.27 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 two (2) times during the initial call process.
- 5.28 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.
- 5.29 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:

5.29.1 Route free calls via the ITS to a destination provided and designated by Customer.

5.29.2 Provide a telephone line at no cost to Customer dedicated for the PREA calls.

Customer may choose to use the same destination and/or telephone line for PREA calls as used for the informant calls.

6. Security Features

- 6.1 The ITS shall prohibit direct-dialed calls of any type.
- 6.2 The ITS shall prohibit access to a line operator for any type of call.
- 6.3 The ITS shall prohibit access to 411 information services.
- 6.4 The ITS shall prohibit access to 800 type services unless otherwise agreed to by Customer.
- 6.5 The ITS shall prohibit access to 900 type services.
- 6.6 The ITS shall prohibit access to multiple long distance carriers via 950, 800, and 10 10-XXX numbers.
- 6.7 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:
- 6.7.1 At demarcation location or nearest point – total Facility telephones;
- 6.7.2 By central control center – select telephones, and;
- 6.6.3 By select housing units – control center.
- 6.8 The ITS shall be able to take an individual station out of service without affecting other stations or units.
- 6.9 The ITS shall prevent any inmate telephone from receiving any incoming calls. The ITSP agrees that no inmate telephone shall be capable of receiving an incoming call and ITSP shall work with the LECs to ensure such control.
- 6.10 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.”
- 6.11 The ITS shall have the capability of answer detection.

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- 6.12 The ITS shall have a fraud prevention feature. 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.
- 6.13 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 6.14 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call, however, inmate should hear the progress on the called party side.
- 6.15 The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
- 6.16 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 per inmate, per month. Call limits for each Facility are detailed in **Attachment B**.
- 6.17 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

7. Personal Identification Number (PIN) Application

The PIN application shall work with the ITS using all of the features described herein.

- 7.1 The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
- 7.2 The ITS shall be capable of providing Personal Allowed Numbers (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
- 7.3 The ITS shall be capable, upon request by Customer, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
 - 7.3.1 PAN per PIN or identifying number
 - 7.3.2 Calls by PIN or other identifying number.
- 7.4 The ITS shall be capable of accepting, generating or storing PIN information for inmates using the inmate number, booking number, random number auto-generated by the ITS, or some number unique to the inmate. The ITS shall interface with Customer's jail management system to allow for automated inmate PINs to be systematically entered into the ITS.
 - 7.4.1 Upon completion of the interface, Customer shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facilities.
 - 7.4.2 ITSP agrees the inmate information from the Customer's jail management system will be available in the ITS within thirty (30) minutes of the ITSP's receipt of said inmate information from the Customer.
 - 7.4.3 ITSP shall complete the interface with the jail management system at no cost to Customer. Customer requires that the interface be complete and operational upon the initial implementation of the ITS.

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- 7.5 The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization.
- 7.6 PINs shall be required for the intake/booking phones.
- 7.7 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.
- 7.8 ITSP shall restrict an inmate to placing calls only from the specific Customer facility in which the inmate is housed when the inmate's account is activated in the ITS.
- 7.9 The ITS shall be capable of transferring inmate information from one Customer facility to another without requiring manual re-entry of the inmate's information.
- 7.10 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.

8. Monitoring and Recording Requirements

- 8.1 The ITS shall allow Customer staff in Santa Barbara to remotely monitor live conversations and to access inmate and visitation call recordings for each Customer facility.
- 8.2 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone or visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls. Any violation of this requirement may result in a fine or penalty charged to ITSP by Customer in the amount of three hundred dollars (\$300.00) per instance.
- 8.3 The ITS shall comprehensively record all calls. At a minimum, the Facilities shall have the capability of playing back a recorded call. All inmate call recordings shall be stored online for the life of the contract and shall be stored offline for a period of five (5) years. All visitation recordings shall be stored online and offline for a period of one (1) year. The ITSP will be responsible for supplying all backup disks and/or media for the storage of call recordings at no cost to Customer throughout the life of the Agreement and any renewal terms.
- 8.4 The monitoring and recording of calls and visits shall be selectively programmable by one or all of the following:
 - 8.4.1 Housing Unit;
 - 8.4.2 Start and Stop Time and Date of Call;
 - 8.4.3 Called Number and;
 - 8.4.4 PIN.
- 8.5 The ITS shall be capable of showing real-time call activity on any remote access computer. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
- 8.6 The ITS shall allow the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.

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- 8.7 The 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.
- 8.8 The ITS shall provide simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 8.9 The 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.
- 8.10 The ITS shall provide the capability to copy the conversations onto a compact disc (CD/DVD) or other storage media in audio or MP3/data format with tamper free capabilities. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that Customer may confirm accurate transfers of the recorded information.
- 8.11 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.
- 8.12 ITSP shall provide Customer and/or its Designated Agent with remote access to the ITS at no cost to Customer. 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 terminal/workstation supplied by ITSP.
- 8.13 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.

9. Pre-Paid or Debit Application

The application shall include, but not be limited to, the following:

- 9.1 The pre-paid and/or debit application shall work with the ITS provided.
- 9.2 The pre-paid and/or debit application shall interface with the Customer's current commissary system for ease of transfer of money from the commissary account to the inmate ITS account. ITSP shall complete the interface at no cost to Customer.
- 9.3 The debit application shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's PAN.
- 9.4 The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
- 9.5 The pre-paid and/or debit application shall allow international calls.
- 9.6 The pre-paid and/or debit application shall have the capability to terminate a debit account and issue a refund to the inmate or participant on the inmate's PAN at no additional cost and at the time the inmate is released/transferred from the Facilities. ITSP shall not be allowed to keep any

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money deposited in a debit account or in a pre-paid collect account upon termination of the Agreement. All monies shall be returned to the individual inmate or end-user at the termination of the account.

10. Training

- 10.1 ITSP shall provide training to Customer's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned during the Agreement period at no cost to Customer. Training manuals shall be provided to Customer's staff at all training programs and will become the property of Customer.
- 10.2 Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by Customer.

11. Transition

- 11.1 ITSP shall work with Customer, its Designated Agent, and the incumbent ITSP to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by Customer.
- 11.2 Upon expiration, termination, or cancellation of the Agreement, ITSP shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by Customer. ITSP shall provide and/or perform any or all of the following responsibilities:
 - 11.2.1 Upon the removal of all ITS equipment, ITSP shall provide all call detail records, call recordings, documentation, reports, data, etc. to Customer in a workable, software-compatible format at no cost to Customer within thirty (30) days of the removal of ITS equipment.
 - 11.2.2 ITSP shall discontinue providing service or accepting new assignments under the terms of the 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 the Agreement for a period not to exceed ninety (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 the Agreement until collect, debit and/or pre-paid calls are no longer handled by ITSP.
 - 11.2.3 All inside wiring to the physical inmate telephones shall become the property of Customer at the conclusion of the Agreement. ITSP agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of the cabling/wiring.

12. Property of Data

The Vendor acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the ITS are the property of Customer. Further, the call detail records, call recordings, documentation, reports, data, etc. shall be provided to Customer by Vendor in a workable, software-compatible format at no cost to Customer within thirty (30) days. Any deviation from this process shall give Customer the right, in its sole discretion, to call for the surety bond in whole or in part.

13. Maintenance

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- 13.1 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 the Agreement. No charge shall be made to Customer for maintenance of the ITS.
- 13.2 The ITSP shall maintain all cable dedicated to the ITS, whether reused or newly installed.
- 13.3 ITSP shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- 13.4 Repairs or replacements shall be started by a qualified technician within four (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 twenty-four (24) hours following notification of a problem. Customer shall be notified of progress and/or delays in progress until there is resolution of the problem. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Customer. This includes a complete list of business, cellular and pager numbers. ITSP's management home and emergency telephone numbers must also be furnished.
- 13.5 Customer may cancel the Agreement with ITSP if ITSP has not cured a service problem within ten (10) days of the ITSP receiving notice of the problem from Customer or its Designated Agent.
- 13.6 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.
- 13.7 All issues surrounding the ITS service shall be reported by ITSP to Customer or its Designated Agent promptly.

14 Performance Process

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 Facilities. 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 five hundred dollars (\$500.00) 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.

- 14.1 ITSP shall provide Customer, or its Designated Agent, thirty (30) days written notice of a change or upgrade to the ITS. However, this does not apply to emergency change control.
- 14.2 ITSP shall perform extensive testing on all system changes or upgrades prior to discussing with Customer. At a minimum the extensive testing shall include:
 - 14.2.1 Extensive testing on a system identical to the existing system at the Facilities.
 - 14.2.2 Analog, Data, and Circuit testing.
 - 14.2.3 International call testing.
- 14.3 ITSP shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes shall provide the Facilities.

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- 14.4 ITSP shall receive written notification from Customer, or its Designated Agent, before scheduling or proceeding with any changes to the ITS at the Facilities.
- 14.5 Upon receiving Customer's approval, ITSP shall also provide the Facilities with written instructions for the inmates of changes to any voice prompts or calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facilities.
- 14.6 Customer, at its option, shall have a minimum of two (2) weeks to notify inmates at Customer's facilities of any ITS changes that are going to specifically affect the inmates.
- 14.7 ITSP shall coordinate a convenient time and day with Customer to implement the changes or upgrades to the ITS. ITSP shall work with Customer to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates to avoid disruption.
- 14.8 ITSP shall coordinate a technician to be on site the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 14.9 All changes or upgrades shall be made by ITSP as identified in Attachment A, Section 1 and Section 13 of this agreement.
- 14.10 ITSP shall provide 24/7/365 customer service support through a customer support center.

15 Coin Pay Telephone Specifications

ITSP shall furnish, install and maintain, at no cost to Customer, four (4) coin pay telephones at locations designated Customer for use by the general public, including families of inmates, and for the use of inmates upon release. ITSP shall pay Customer a flat rate of two hundred dollars (\$200.00) per month as commission for the revenue generated by the coin pay telephones. All commissions and reporting due to Customer for the coin pay telephones shall follow **Section 5 – 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.

16 Additional Technology

16.1 Kiosks

Customer, at its sole option, may at any time during the term of this Agreement elect to implement kiosks to provide services including, but not limited to, deposits into inmate trust fund accounts and/or third party payments and deposits for direct billed/pre-paid collect accounts for inmate telephone calls. ITSP agrees to work with any kiosk vendor that Customer may choose in the future (for pre-paid/debit account funding) as it relates to the implementation of the kiosks, including but not limited to necessary interfaces. Customer shall not be responsible for paying any amounts associated with the implementation of kiosks, including but not limited to necessary interfaces.

- 16.1.1 ITSP shall work with Customer to determine the amount of all costs and surcharges applicable for end-users utilizing such kiosks and shall share in the revenues generated from the use of the kiosks in the form of a commission percentage mutually agreed upon by both parties in writing.

16.2 Voice Biometrics

Customer, at its sole option, may at any time during the term of this Agreement elect to

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implement a trial version of ITSP's Investigator Pro technology. ITSP agrees to provide the technology to Customer for a mutually agreed upon trial period and at no cost to Customer or end-users. At the end of the trial period, Customer shall have the option to accept or reject the Investigator Pro technology for the remainder of the Agreement and any renewal terms. If the technology is rejected by Customer, ITSP agrees there shall be no financial impact or consequence to Customer or end-users. If the technology is accepted by Customer, ITSP agrees to the following terms as it relates to the cost of the Investigator Pro technology:

16.2.1 ITSP's Investigator Pro technology shall be added to the ITS for a cost of \$0.25 per call charged to the end-user. This fee shall be non-commissionable to Customer.

16.2.2 The new calling rates to be implemented to reflect the \$0.25 per call fee shall be as follows:

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$3.75	\$0.10	\$3.75	\$0.10	\$3.75	\$0.10
Intralata/Intrastate	\$3.75	\$0.10	\$3.75	\$0.10	\$3.75	\$0.10
Interlata/Intrastate	\$3.75	\$0.10	\$3.75	\$0.10	\$3.75	\$0.10
Interlata/Interstate	\$3.75	\$0.43	\$3.75	\$0.43	\$3.75	\$0.43
International	n/a	n/a	n/a	n/a	\$4.25	\$0.75

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**ATTACHMENT B
FACILITY SPECIFICATIONS:**

<u>FACILITY SPECIFICATIONS</u>	<u>Santa Barbara County Jail</u> <u>4436 Calle Real</u> <u>Santa Barbara, CA 93110</u>	<u>Santa Maria Jail</u> <u>812-A W. Foster Road</u> <u>Santa Maria, CA 93455</u>
Availability for Inmate Telephone Use:	Booking – 24 hours / day General Population – 6:00 am – 10:00 pm	Booking – 24 hours / day General Housing – 6:00 am – 10:00 pm
Call Time Limit:	15 minutes – general population and revenue generating call from booking 5 minutes – free booking calls 45 minutes – visitation (Main Jail, IRC, & NW) 1 hour – visitation (MSF)	15 minutes – general population and revenue generating booking calls 5 minutes – free booking calls
Inmate Telephones Required:	144	8
Cord Length	18” (inmate and visitation telephone sets)	18” (inmate and visitation telephone sets)
Portable/Cart Phones Required:	7 - for use by Jail housing units 6 - for use during special events	0
TDD Units Required for Booking:	1	1
Coin Pay Telephones Required:	3	1

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**ATTACHMENT C
CALLING RATES AND FEES:**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$3.50	\$0.10	\$3.50	\$0.10	\$3.50	\$0.10
Intralata/Intrastate	\$3.50	\$0.10	\$3.50	\$0.10	\$3.50	\$0.10
Interlata/Intrastate	\$3.50	\$0.10	\$3.50	\$0.10	\$3.50	\$0.10
Interlata/Interstate	\$3.50	\$0.43	\$3.50	\$0.43	\$3.50	\$0.43
International	n/a	n/a	n/a	n/a	\$4.00	\$0.75

Commission Rate: 61%

Financial Incentive: \$100,000 Debit Signing Bonus

Coin Pay Phone Commissions: Flat \$200.00 per month

Collect Fees:

Bill Statement Fee: Up to \$2.50

Interstate Regulatory Recovery: Up to 3.2%

Pre-Paid Collect Fees:

Up to \$6.95 for credit card payments via live operator

No charge for account set up via the internet or IVR

No charge for funding an account via internet or IVR

Refund Fee: \$0.00

Dormant Account Fee: \$0.00

Vendor shall not be allowed to implement additional fees and/or change the amount of the fees beyond the requirement set forth above without the express written consent of Customer.

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