



RESOLUTION No. 12-394

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TELMATE, LLC FOR INMATE PHONE SERVICE AT CARL F. BRYAN II JUVENILE HALL

WHEREAS, the Nevada County Carl F. Bryan II Juvenile Hall facility offers detainee phone services; and

WHEREAS, the Juvenile Hall Ward Welfare Fund receives revenue generated from these calls which benefits the wards detained in our Juvenile Hall; and

WHEREAS, Telmate, LLC is the current provider of inmate phone services at the Wayne Brown Correctional Facility, Courthouse holding facility and Truckee substation; and

WHEREAS, the Interim Chief Probation Officer wishes to enter into an agreement with Telmate, LLC.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be, and is hereby authorized to execute on behalf of the County of Nevada, that certain personal services contract with Telmate, LLC, pertaining to inmate phone services, for the period beginning September 11, 2012 and ending April 26, 2015. This is a revenue contract.

Funds to be deposited into revenue account 1359-20310-202-1000/462000.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 11th day of September, 2012, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Ted S. Owens.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI

Clerk of the Board of Supervisors

By: _____

Donna Landi

Ted S. Owens

Ted S. Owens, Chair

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Telmate, LLC

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Secure Inmate Telephone and Call Monitoring System and Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** See Exhibit B
(§3) **Contract Beginning Date:** 09/11/2012 **Contract Termination Date:** 04/26/2015
(§4) **Liquidated Damages:** \$0 per day

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u>X</u>

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

(§26) **Contractor: Telmate**

234 Front St.
2nd Floor
San Francisco, CA 94111
Contact Person: General Counsel
(415) 300-4013
e-mail: Legal@telmate.com

County of Nevada:

Carl F. Bryan Juvenile Hall
15434 Highway 49,
Nevada City, CA 95959
Contact Person: Daniel Prince
(530) 470-2600
e-mail: daniel.prince@co.nevada.ca.us
Org Code: 0101-20310-202-1000

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u>X</u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> DbA,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating



(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.



16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.



Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.


27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.




IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:


Name: Richard Torgersrud
Title: Chief Executive Officer

Dated: Aug. 22, 2012

COUNTY OF NEVADA:


Honorable Ted S. Owens
Chair, Board of Supervisors

Dated: 9-12-12

Attest: 
Donna Landi
Clerk of the Board of Supervisors

R.L.V. 8/22/12
APPROVED AS TO LEGAL FORM

EXHIBIT "A"

SCHEDULE OF SERVICES

(Provided By Contractor)

The Contractor agrees to install and maintain a secure inmate telephone and call monitoring system in Carl F. Bryan II Juvenile Hall. The system will, at a minimum, comply with the following requirements:

1. GENERAL

- 1.1. Provide installation, continuous operation and support of the system.
- 1.2. The system shall include equipment designed for the correctional environment, and is subject to approval by the County. Equipment must be: non-coin operated, collect call capable, and constructed of durable and tamper-free equipment that is suitable for a jail environment. Equipment must contain no removable parts.
- 1.3. The initial installation shall have, at a minimum, the following number of phones: three (3) phones for Pod 1 and three (3) phones for Pod 2 and a kiosk will be installed in the Juvenile Hall lobby.
- 1.4. When Pod 3 becomes operational, three (3) additional phones will be installed in Pod 3.
- 1.5. Contractor will install phones in a manner and at a time that does not interfere with the safe operation of the juvenile hall.
- 1.6. The installation, troubleshooting, maintenance, and regular operation of the Inmate Phone system, including but not limited to all customer service and financial transactions, will be the responsibility of the Contractor.
- 1.7. In all instances where the Contractor has offered enhanced, extended or additional features in their response to the County's RFP published 10/7/2010 and named "INMATE PAY TELEPHONE SYSTEM", those enhanced, extended or additional features described in the Contractor's proposal and subsequent written clarifications are included in the SCHEDULE OF SERVICES by this reference.
- 1.8. At the termination of this contract, absent a termination notice provided by the County or Contractor, the parties agree that the contract will automatically convert to a month to month contract which will be cancellable by thirty (30) day written notice. The Contractor further agrees to work with any incoming Inmate Phone System provider to ensure a smooth transition, including but not limited to providing data (e.g. 'do not record' phone numbers, inmate account information, recorded call data) from the existing system at no cost to the County.
- 1.9. The parties agree that the Contractor will work with any new service provider needing to integrate with the Inmate Phone System, and provide this integration service at no cost to the County.

2. SYSTEM PERFORMANCE SPECIFICATIONS

- 2.1. Contractor shall comply with all Federal Communications Commission (FCC) and California Public Utilities Commission (CPUC) requirements and tariffs.
- 2.2. The system shall permit outgoing and station-to-station calls that can be billed to the called party (a.k.a. collect calls) or billed through a phone call prepayment system.
- 2.3. The system shall not allow any incoming calls except those sent from inside the facility by staff during an emergency. These calls would be to facilitate contact with inmates during a disturbance situation.

- 2.4. The system shall have the capability of providing a limited number of free local calls. These calls will be at no cost to the County.
- 2.5. The system shall allow specific non-recorded calls such as to the Public Defender's Office and other agencies. The County will work with the vendor to determine these telephone numbers. The Contractor will preload all known non-recordable destination call numbers prior to inmate use.
- 2.6. Each phone shall provide an immediate response to the inmate when the handset is off the hook.
- 2.7. The system shall provide the option to identify, flag, and allow three-way or conference calling. The Juvenile Hall staff shall determine if the calls will be allowed or blocked. The Contractor shall perform 100% suspected three way call screening and report results to the County within 24 hours of the suspected call having occurred.
- 2.8. The system shall prevent call forwarding.
- 2.9. The system must run on an automated operator platform.
- 2.10. The system shall provide prompts in two (2) languages, including English and Spanish.
- 2.11. Call blocking shall be provided by specific number. Blocking functions must be programmable on-site.
- 2.12. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.
- 2.13. The system shall be capable of programmed call duration limits. The system would automatically terminate a call at the time limit set giving at least a thirty-second and fifteen-second warning. The capability of providing different time limits for different blocks of inmate phone numbers shall be available. The time limit shall be controllable and adjustable.
- 2.14. The system shall be capable of providing call completion to any point within the continental United States, Alaska, Hawaii, and internationally for all local and inter-exchange carrier calls.
- 2.15. The system shall be capable of announcing to the called party that the collect call is from a correctional institution.
- 2.16. The system shall provide call recording for each and every call made from an inmate phone including those that provide free calls but excepting attorney conversations and other calls deemed confidential by the Juvenile Hall. The system shall provide on-line instant access to those recordings via the County's Countywide Area Network.
- 2.17. The system shall provide/allow for access to any investigators the County authorizes outside the network.
- 2.18. The system shall store all recordings over the term of the contract, which must be accessible instantly. The system must be compatible with the County's Wide Area Network and the MS Windows 2000, NT, XP, VISTA and Windows 7 operating systems that will access the recordings, download them for playing, play them, and store them locally.
- 2.19. The system shall include a case management function that will allow grouping calls, annotating the records with pertinent information for a criminal case, and verifying the accuracy of the recordings. The County may, at its option, permit other agencies, such as the District Attorney's Office, to use the client software to access our recordings. The County may charge other agencies for this service.
- 2.20. The system shall integrate an announcement with the phone system, announcing to both the caller and the called party that the call will be recorded and monitored. The system shall require positive acceptance by both parties to monitoring and recording prior to allowing connection.
- 2.21. The system shall provide on-line access to billing name and address records for investigative purposes.
- 2.22. All products offered by the Contractor, as well as third party components, must be current products approved by the County.



- 2.23. The inmate phone system will include an alert system that will detect calls made to restricted numbers, calls made by restricted PINs, or calls made from restricted phones. The inmate telephone system will have the capability of automatically calling investigators and offering live monitoring of such calls.
- 2.24. The inmate phone system shall have an inmate voice recognition feature used at the start of each call to ensure the identity of the inmate prior to connecting a call.
- 2.25. The Contractor shall keep the facility up-to-date on customer and technical support issues via E-mail notification.
- 2.26. The inmate telephone system will issue an inmate PIN automatically on detainee intake through a link to the County's existing CASE management system. Contractor will provide the link to the CASE system and no County staff time will be required to administer the issuance of the PIN. The system will also close or inactivate the detainee's account upon release.
- 2.27. The inmate system must provide for the immediate disconnection of a call that is being monitored by simple point and click from monitoring interface.
- 2.28. The inmate phone system must be self-diagnostic and automatically create "trouble tickets." These "trouble tickets" must be automatically delivered to support centers within two minutes of detected trouble.
- 2.29. The recording system shall allow investigators to attach notes to each recorded call record.
- 2.30. The recording monitoring system will utilize voice recognition technology to instantly search and flag recorded conversations containing key words entered by correctional personnel. This function will also allow correctional personnel to follow a link directly to the key word and play back a recorded conversation. Should this automated feature prove non-functional within the provided Inmate Phone System software, the Contractor agrees to provide key word searches on inmate phone calls as directed by County staff. The results of these key word searches shall be provided to the requesting County staff and include flagged results within the calls and a list of occurrences within the specified calls. The Contractor shall provide results from the transitional key word search agreement within 24 hours of request.
- 2.31. The system will provide a key word search each night of all calls recorded within the County's inmate phone. The Juvenile Hall's staff shall be able to update the list of key words daily and a report of results containing links to all flagged key words will be electronically distributed to Juvenile Hall's staff daily.

3. MANDATORY VENDOR COSTS

- 3.1. The Contractor shall be responsible for all carrier-related cost and performance issues, including but not limited to inter-exchange carriers (IEC), long distance carriers, and primary inter-exchange carriers (PIC).
- 3.2. All equipment and labor necessary to fulfill the requirements of this contract shall be provided by the Contractor at no cost to the County. This includes, but is not limited to, all items necessary for proper installation, phone jacks, conduit, cabling, and related labor. Upon termination of the contract, all wiring and added equipment (other than phones) shall become the property of the County.
- 3.3. The Contractor is responsible for the full cost of installing, providing, and maintaining tariffed telephone line access services for all inmate phone service.
- 3.4. The Contractor shall be responsible for all costs to ship and transfer the equipment/services supplied for initial installation, and any subsequent preventative and repair maintenance. All equipment shall be properly packaged or otherwise protected during shipment.
- 3.5. The Contractor shall add additional inmate telephones to the system during the term of the contract upon receipt of request from the County. Additions will be at no cost to the County.
- 3.6. The Contractor shall move or disconnect inmate telephones at the request of the County at no charge to the County.

- 3.7. The vendor shall provide to the County an annual financial audit at the Contractor's expense to ensure that revenues and compensation associated with the inmate phone system have been accurately reported and paid. The audit shall be provided to the County within 30 days of the end of the County's fiscal year.

4. EQUIPMENT SPECIFICATIONS

- 4.1. Telephones as designated and installed shall be Americans with Disabilities Act (ADA) and Title 24 compliant.
- 4.2. All telephones shall be surface mount compatible with standard telephone company mountings.
- 4.3. All telephone instruments shall be approved by the County and comply with FCC regulations.
- 4.4. All telephone instruments shall be equipped with a metallic tamperproof keypad.
- 4.5. Each telephone instrument shall have touch-tone keypads.
- 4.6. All telephone instruments shall be equipped with an armored handset cord. The length of the cord is to be eighteen (18) inches with steel cable on the inside, unless noted otherwise by the County.
- 4.7. Each telephone instrument shall be equipped with an on and off shutoff capability to be located at each local control room or area as designated by the County. System shall allow remote access to shut down individual phones and phones by regions within the facility.
- 4.8. All telephone instruments are to be specifically designed for their resistance to the abuse found in correctional facilities.

5. MAINTENANCE SPECIFICATIONS

- 5.1. The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all proposed telephones and related services equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract. No charge may be made to the County for maintenance of the system.
- 5.2. The Contractor shall provide telephone equipment personnel who have been fully trained, manufacturer certified, and/or qualified on the equipment and software to be serviced.
- 5.3. The Contractor shall be responsible for all ongoing and routine maintenance of the system hardware and software.
- 5.4. The Contractor shall maintain a log for phone inspections and maintenance work performed, and shall submit the log annually or as required by the County.
- 5.5. Maintenance service representatives shall be available for the County's site where the Contractor's equipment, services, and/or software are installed.
- 5.6. Maintenance personnel supporting the equipment, services, and/or software shall have at least six (6) months experience servicing the equipment, services, and/or software provided.
- 5.7. An adequate inventory of spare parts shall be kept in Nevada County to be immediately available for emergency repairs to allow for the necessary operation of the proposed equipment, services, and/or software.
- 5.8. Maintenance personnel shall respond and resolve normal repair requests within six (6) hours from time of notification and, if necessary, be on-site within six (6) hours, Monday through Friday, 0800 to 1700 hours.
- 5.9. For normal repair requests on weekends, 1700 hours Friday to 0800 hours Monday, County holidays, and for Monday through Friday from 1700 to 0800 hours, the vendor shall isolate and correct any problem within twelve (12) hours. In the event that a problem cannot be solved within the twelve-hour period, the Contractor must contact the County and propose a plan to correct the problem. The proposed solution must meet with the satisfaction and agreement of the County.



- 5.10. Maintenance personnel shall respond to an emergency request and be on-site, if necessary, within four (4) hours from the time of notification from the County. An "emergency request" will be limited to events that cause the non-operation of over 50% of the phones, the lack of ability to record or conference in third parties, any single site becoming non-operational, or any other failure that severely limits the proper use of the phone system.
- 5.11. The County herein acknowledges the Contractor's "Telmate Inmate Telephone Services Service Level Agreement" (SLA) and accepts the terms as described in the Contractor's proposal. In all instances where the SLA is more stringent than the included minimum requirements, the SLA will govern.
- 5.12. Contractor shall maintain a toll-free customer service telephone number which shall be answered 24 hours a day, 7 days a week by a live operator capable of responding to the County's customer service needs.
- 5.13. The Contractor shall notify the County at least five (5) working days prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes. The Contractor shall perform any work required at a time mutually agreeable with the County.
- 5.14. The contractor shall provide a point of contact for handling complaints, and shall provide escalation names and phone numbers to the County within ten (10) working days after award of contract. The Contractor shall provide the County with regular updates to this information over the course of the contract.
- 5.15. All service requests, other than repair or emergency requests shall be completed within two (2) weeks from the time the request is made to the Contractor unless otherwise requested or negotiated.
- 5.16. Upgrades shall be kept current with other correctional agency upgrades. When another agency's system is upgraded during the term of the County's contract, then the County's system shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the County.

6. REPORTING, TRAINING and MONITORING REQUIREMENTS

- 6.1. Contractor shall provide monthly management reports on inventory, revenues, and compensations on a per-telephone number basis to be delivered to the County by the 15th day of the month following the previous month's billing.
- 6.2. Vendor shall provide training upon system startup and as needed throughout the course of the contract at no cost to the County. Training shall be conducted by professional instructors, be targeted to the needs of the staff in the training session, and include useful reference materials.
- 6.3. The system shall provide live monitoring of any call made from any phone within the detention facility, except those excluded by attorney client privilege or other calls deemed private by Juvenile Hall staff.
- 6.4. Calls excluded from monitoring shall be identical to those excluded from recording. Excluded calls shall be automatically blocked from monitoring by anyone using the system.
- 6.5. This system shall allow call monitoring from computers within the detention facilities and from any remote phone access that Juvenile Hall staff approve, and shall allow Juvenile Hall staff to deny access to individuals or from locations that it chooses.
- 6.6. Each control station within the facility will be provided a mechanical 'kill switch' which will instantly terminate a call. The switch will be provided and maintained by the vendor. This switch will be in addition to any software functionality that provides the same function.

7. CHARGES, REFUNDS & COMPENSATION REQUIREMENTS

- 7.1. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectable calls.



- 7.2. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regard to its provision of services under this contract.
- 7.3. Billing charges shall begin no sooner than the time the calling party is connected to and the called party accepts the call. Charges shall be terminated when the call ends. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, et cetera, shall not be billed.
- 7.4. In instances where a call is terminated by means other than one of the calling parties hanging up or the call timing out, the Contractor will investigate the terminated call upon inmate or customer request and refund the full charges associated with the call to the paying party if the call was billed as a fixed duration prepaid call or the connection fee if the call was a connection fee plus minutes used call. Calls terminated by intentional intervention of Juvenile Hall staff or their representatives will be refunded only after approved by the Juvenile Hall staff. Under no circumstances will the County be financially liable for refunds on terminated calls.
- 7.5. The Contractor will be fully responsible for providing refunds on prepaid accounts to any and all inmate phone system customers. Upon release of each inmate, the Contractor will provide a process for refunding the inmate's prepaid account. All payments to and refunds from the inmate phone system accounts will occur without any County employee participation.
- 7.6. The parties agree to initiate the contract with an inmate refund process where the inmate calls the Contractor's customer service upon release and has a debit card or check mailed to the inmate for balances over \$50 or the inmate will be provided a prepaid calling account to be billed at \$0.10 per minute for balances less than \$50. The inmate account refund process described herein may be altered by mutual written consent between Contractor and the County without requiring an amendment to this contract.
- 7.7. Compensation payments on gross revenues for a calendar month shall be paid monthly within forty-five (45) days of the end of the month in which call revenue was generated. Payments and reports shall be mailed to:

Carl F. Bryan II Juvenile Hall
Attn: Darlene Woo
15434 Highway 49
Nevada City, CA 95959

7.8. Mandatory Monthly Reports

The Contractor shall prepare Mandatory Monthly Reports, which shall be sent electronically to identified County staff via email.

Contractor shall provide County with monthly reports that provide the following details:

- A. Customer account number
- B. Total calls by telephone number
- C. Total minutes for local exchange service by telephone number
- D. Total minutes for inter-exchange service by telephone number
- E. Total station revenue by telephone number
- F. Total revenue by account
- G. Compensation paid by account
- H. Billing time period covered
- I. One-page monthly summary report to include:
 - a. Each account number
 - b. Each account name
 - c. Total calls per account
 - d. Total minutes per account
 - e. Total revenue per account
 - f. Total compensation paid per account
 - g. Billing time period covered

8. OTHER REQUIREMENTS



- 8.1. Reliability test - Contractor must provide for a trial period during which the system must operate satisfactorily for a period of 30 days. If during 30 days there is a malfunction that prevents the effective substantial use of the system, the reliability test must be restarted for another 30 days. If the system fails a second time, the County will have a right to terminate the contract.
- 8.2. The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractor's personnel authorized to work within secured areas shall be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards that will be kept by County's security personnel and issued and collected on a daily basis.
- 8.3. Operating Guidelines
- a) COUNTY accepts the Products (defined below) subject to the terms and conditions contained in this Contract. COUNTY hereby acknowledges that the Products associated with this Contract are subject to certain rules and regulations (collectively "Regulations"), including regulations established by the Office of the Comptroller of the Currency (OCC), the United States Office of the Treasury Office of Foreign Assets Control (OFAC), as well as the relevant provisions of the Patriot Act and the Bank Secrecy Act, and COUNTY agrees to comply with such Regulations. COUNTY and CONTRACTOR both agree with the relevant Regulations described herein. COUNTY agrees to cooperate with CONTRACTOR to the extent necessary to ensure continued compliance with such Regulations. Such cooperation shall include, but is not limited to, access to the data necessary for CONTRACTOR and/or its banking sponsor to identify all parties related to cash, credit card, inmate trust or other related transactions related to revenue from sales of prepaid services, trust and/or bail, and revenue being defined as the net of sale price after applicable sales tax, regulatory and compliance surcharges. COUNTY agrees to help CONTRACTOR and/or its banking sponsor to the best of its ability obtain proper identification information on all cardholders when required, screen all cardholders against the OFAC SDN list and to sufficiently monitor card loading and distribution activities. The parties agree to abide by these Regulations and acknowledge that such Regulations are subject to change, and should a material change to these Regulations occur, CONTRACTOR agrees to notify COUNTY of such change. CONTRACTOR shall be responsible for ensuring that the Products and the use thereof are compliant with all applicable Federal and State laws, rules and regulations.
- b) "Products" for purposes of this Agreement, shall include the following:
- i. Inmate Communication Services
 - ii. Kiosk Products
 - iii. Visitation Products
 - iv. Merchant and Cash Processing Services
 - v. Exit/Debit Card Program(s)
 - vi. Ancillary Fee and Trust Processing
 - vii. Facility Information System
 - viii. Any and all other products marketed and/or distributed by Telmate for Customer.



EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

In exchange for the exclusive right to install and maintain a secure inmate telephone and call monitoring system in the Carl F. Bryan Juvenile Hall, the Contractor agrees to reimburse the County at the **COMMISSION RATE** named below for all revenues generated directly or indirectly from the use of the inmate telephone system installed at Carl F. Bryan Juvenile Hall. The only permissible exclusions to commissionable revenues are State and Local taxes if they are passed through to the billed parties without markup.

TERM	COMMISSION RATE	DATE COMMISSION RATE BEGINS
First Year of Contract	62.5 %	Start of Contract
Second Year of Contract	63.5 %	4/26/2013
Third Year of Contract	63.5 %	4/26/2014

Contractor agrees to the following initial Prepaid and Collect call rates:

Call Category	Connect Fee	Per Minute Rate *
Local	\$3.50	\$0.00
Intra LATA	\$4.00	\$0.00
Inter LATA	\$4.00	\$0.00
Inter State	\$2.95	\$0.39
International	\$2.95	\$0.69
* Calls made at a \$0.00 Per Minute Rate shall be capped at a 15 minute call duration		

County and Contractor agree that pre paid and collect call rates may be changed by mutual written consent over the term of the contract.

Both parties agree that changes to the commission rate, other than those described herein, will require an amendment to this contract, but adjustments to the Prepaid and Collect call rates alone will not require an amendment.

The County and Contractor must agree in writing on any vendor marketing incentives or discounts before they are offered to the inmates or the called parties. These incentives may include but are not limited to promotional discounts or free minutes.



EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Clause 11 is replaced in its entirety with the following language.

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or negligent error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.



Approved by County Counsel

R.L.W. 8/22/12
APPROVED AS TO LEGAL FORM

