



RESOLUTION No. 19-443

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A PERSONAL SERVICES CONTRACT WITH TELMATE, LLC TO PROVIDE INMATE ACCESS TO TELEPHONE, TABLET AND VIDEO VISITATION SERVICES

WHEREAS, the Nevada County Sheriff's Office currently provides inmates with reasonable access to telephone services as required by California Code of Regulations, Title 15, Section 1067; and

WHEREAS, these telephone services provide revenue which shall be deposited in the Inmate Welfare Fund, and shall be used primarily for the benefit, education and welfare of the inmates confined within the jail; and

WHEREAS, the Sheriff's Office desires to add computer tablet and video visitation services to increase inmate access to educational services and to provide an alternative to the on-site visitation services currently available; and

WHEREAS, following the RFP process, Telmate, LLC was selected as the provider of these services, offering the most comprehensive services and competitive rates; and

WHEREAS, the revenue contract period is from June 1, 2019, to June 30, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Personal Services Contract between the County of Nevada and Telmate, LLC pertaining to telephone, tablet and video visitation services, providing revenue to the Inmate Welfare Fund, for the contract term of June 1, 2019 to June 30, 2022, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Revenue: 1339 20301 153 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 13th day of August, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Richard Anderson, Chair

8/13/2019 cc: Sheriff*
AC* (Hold)

9/30/2019 cc: Sheriff*
AC* (Release)
Telmate, LLC

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) **Inmate Technology Services: Telephone, Tablet and Video Visitation**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** N/A

(§3) **Contract Beginning Date:** 6/1/2019 **Contract Termination Date:** 6/30/22

(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

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

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

(§26) **Contractor: Telmate**
655 Montgomery St., 18th Floor
San Francisco, CA 94111
Contact Person:
Ian Dunnington
Sales Director
Ph.(415)933-933-7139
ian@telmate.com

County of Nevada:
950 Maidu Ave
Nevada City, Ca. 95959
Contact Person:
Wayne Brown Correctional Facility
Attn: Executive Lieutenant
(530) 265-1291
SheriffFinance@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	<u>X</u> LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Db,	_____ Ass'n	_____ 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>	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	<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. Where applicable:

(i) 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

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: John C. D. Hosenberger
Title: LFO

Dated: May 9, 2019

COUNTY OF NEVADA:


Honorable Richard Anderson
Chair, Board of Supervisors

Dated: 8/13/2019

Attest: 
Julie Patterson Hunter
Clerk of the Board


SB

EXHIBIT "A"

SCHEDULE OF SERVICES

The Contractor will provide the County with a complete list of all persons authorized to perform work pursuant to this Agreement. All Contractors' personnel authorized to perform work within secured areas of County facilities shall be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Contractor agrees to provide a Turn Key service to include the following services including installation, equipment and maintenance:

1. Inmate/Ward/resident calling solution
2. Inmate/Ward Video Visitation System
3. Tablet Program

County agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Inmate Technology Services failure or hazardous conditions to the Contractor. County shall not, and shall not allow any third party to, tamper with or otherwise modify the Inmate Technology Services or equipment supplied by Contractor under this Agreement or associated software, or connect the equipment or Inmate Technology Services or associated software to any hardware or software that is not provided by Contractor.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Contractor employees or representatives, patrons, or consignees, including permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Inmate Technology Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Contractor during the term of the Agreement to be, or to remain, installed at any County Correctional Facilities.

(e) County shall provide all information reasonably necessary to Contractor in performing the Inmate Technology Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

The sections 1-11 below define the functionality and features for each service being provided by the contractor.

1. EQUIPMENT PROVIDED BY THE CONTRACTOR

Tablets:

- a. Contractor will provide between 60 and 70 tablets to the facility and will replace damaged ones at no cost in protective cases. The total number of tablets can be increased or decreased by mutual agreement. Contractor will also provide one pair of headphones to each inmate at time of install with additional headphones available for purchase from commissary.
- b. Contractor will provide sufficient charging stations to maintain the onsite inventory. Contractor will also provide a spare bulk charging device.
- c. Contractor will provide County with the ability for Jail Command Staff to turn off specific programs, on individual inmates, for disciplinary sanctions.
- d. Contractor will provide Video Relay Service (VRS) for the hearing impaired, or Pro Per Inmates (legally representing oneself) on all tablets.
- e. Contractor will provide the ability to interface with the inmate trust account for the purposes of transferring funds from their trust account to their Telmate phone account. Additionally, contractor will provide an interface with Aramark Commissary and the inmate trust account for the purpose of purchasing commissary. These services will be provided to the facility at no cost.
- f. Contractor will provide County with the ability to upload PDF's/ Mandatory acknowledgements on tablets through a learning management system, which require inmate acknowledgement.
- g. Contractor will provide County with the ability to create and print individual reports of these agreements –i.e. PREA, LRA requests, Facility Handbook, Title 15 and Grievances.
- h. Contractor will provide a list of educational programs that come standard on the tablets, which are no cost to County.
- i. Contractor will provide County (Facility/ Admin.) the ability to reset PIN numbers and provide safeguards for PIN number thefts for inmates.
- j. Contractor will provide access to historical Grievances and inmate requests.

Video Visitation:

- a. Contractor will provide review of Video Visitation for inappropriate use for the length of the contract.
- b. Contractor will provide adequate storage equipment for the recording of visitation videos as per Section 11 of this Agreement.
- c. Contractor will provide facial detection for video visitation or the contractors most current technology to limit and identify PIN theft.
- d. Contractor will provide sufficient bandwidth so quality of movies is not affected when VVS is running at the same time.
- e. Contractor will provide rotation and addition of new movies regularly.

Phones:

- a. Contractor will provide shorter handset cord lengths in isolated and non-viewable areas.
- b. Contractors will provide an additional phone in the Truckee T101 cell and the laundry room of the Wayne Brown Correctional Facility.

Booking Kiosk with change deposit:

Contractor will provide at no cost a Booking Kiosk with change deposit for the Wayne Brown Correctional Facility booking area. Contractor will provide all necessary maintenance to keep the Booking Kiosk operational.

2. GENERAL FUNCTIONAL AND PERFORMANCE REQUIREMENTS

The Contractor shall comply with all FCC and CPUC requirements and tariffs. The system shall permit collect-only, outgoing, station-to-station calls billed to the called party, or charged to a debit account used by inmates for the purpose of placing calls through this system. The system shall not allow any incoming calls. The system shall have the capability of providing free, local calls from all telephones located in the booking area of the Wayne Brown Correctional Facility, the Court Holding area in the Nevada City Courthouse, and the booking area in the Truckee Substation.

The phones and calls will be at no cost to the County.

The system shall allow specific non-recorded calls such as to the Public Defender's Office and other agencies. The County will determine these telephone numbers. The pay phone instrument shall provide immediate dial tone when the handset is off the hook. The system shall provide the option to identify and flag three-way or conference calling. The system shall prevent call forwarding. The system must run on an automated operator platform. No access to a live operator is allowed. The system shall provide prompts in English and Spanish. Call blocking shall be provided by specific number and by blocks of numbers by prefix. The blocking of mobile phone number prefixes must also be available. Blocking functions must be programmable on-site.

The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone. 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 should be controllable and adjustable at each facility. 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. The system shall be capable of announcing to the called party that the collect call is from a correctional institution.

The system shall provide call recording for each and every call made from an inmate phone in the Wayne Brown Correctional Facility, Court Holding and Truckee Substation and Juvenile Hall, including those that provide free calls. The system shall provide on-line instant access to those recordings via the Sheriff's/Countywide Area Network. The system shall also provide/allow for access to investigators outside the network.

The system shall store a minimum of one year of recordings on-line, which must be accessible instantly. The Contractor shall provide a client compatible with the Sheriff's Wide Area Network and the MS windows 2000, NT, XP, VISTA and Windows 7, 8 and 10 operating systems that will access the recordings, download them for playing, play them, and store them locally. The Wide Area Network provides IP service with T1 minimum bandwidth at all locations. 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 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. The system shall provide on-line access to billing name and address records for investigative purposes.

All products offered by the Contractor as well as third party components must be current products that meet all ADA and jail safety requirements. The system must include an alert system that will detect calls made to restricted numbers, calls made by restricted PINS, or calls made from restricted phones. The system must have the capability of automatically calling investigators and offering live monitoring of such calls.

The Contractor shall be capable of keeping the facility up-to-date on customer and technical support issues via E-mail notification. The system must provide an inmate PIN system that does not require administration by correctional officers. As the inmate is booked, an account is

automatically created on the inmate phone system from the current Jail Management System (JMS). The account is also automatically closed upon the inmate's release from custody. The system must provide for the immediate disconnection of a call that is being monitored by simple point and click from monitoring interface.

The contractor will provide a system for proactive fault monitoring and detection and will follow an escalation process to repair those faults.

The recording system must allow investigators to attach notes to each recorded call record. The recording system shall allow for outside callers to leave messages for inmates. These calls shall be stored in an approval bin within the system and once approved by correctional staff, shall be recorded and logged on the inmates account.

The Contractor shall provide all necessary information postings for each housing unit. The Contractor will supply at least one (1) ADA Text Telephone at each location for the hearing impaired inmates and will provide any and all support services to maintain the text telephone, provided at no additional cost to the County. The Contractor will ensure that all phones and signage for phones will be in English and Spanish and meet any and all ADA requirements for visually impaired inmates.

3. MAINTENANCE SPECIFICATIONS REQUIREMENTS FOR INMATE PHONES

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 charges may be made to the County for maintenance of the system.

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. The Contractor shall be responsible for all ongoing and routine maintenance of the system hardware and software.

The Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment. When the Contractor determines the agency responsible for failure, the Contractor must contact the responsible agency and negotiate the desired services at no cost to the County. If the failure is determined to be the fault of the Contractor's equipment hardware, software, or wiring, the Contractor at no cost to the County shall correct the problem.

The Contractor shall develop a log for inmate phone inspections and maintenance work performed, and shall submit the log annually or as required by the County. Maintenance personnel supporting the proposed equipment, services, and/or software shall have at least six (6) months experience servicing the equipment, services, and/or software included in the Contractor's proposal.

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.

Maintenance personnel shall respond per the contractors mutually approved maintenance agreement.

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.

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. 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.

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. 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.

Upgrades shall be kept current with other correctional agency upgrades throughout California. 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 if the upgrades are also provided to the other institutions at no cost.

4. SYSTEM REQUIREMENTS FOR INMATE TABLETS

The system has a track record of significant user engagement (over 70%) with tablets on a weekly basis. The Service provides the County the ability to download forms and programs onto the tablet with the ability to track and document program completion and/or document review and acknowledgement. The tablet provides over 10,000 hours of educational and exploratory content, and over 200 full courses within the learning platform.

The tablet platform allows facility staff to add and customize coursework and localized materials. The system includes an administrative platform with unique user authentication and tiered role privileges. The administrative platform provides the facility with the ability to monitor course engagement, responses, and completion rates, both at the user and facility level.

The service provides a diverse educational platform that will be available to formerly incarcerated individuals and affiliated agencies (e.g., probation, parole, adult education) on any hardware platform (Android or iOS phone, Android or iOS tablet, Chromebook, laptop, desktop) for purchase and continued use after an inmate's release.

The County has the option to purchase an expanded education suite that includes a library of titles focusing on educational, treatment and vocational courses (e.g., literacy, ESL, GED, college prep, and cognitive therapy; parenting and interview skills, workplace readiness and soft/life skills training). The educational suite provides college/postsecondary courses with course credits widely accepted nationally by over 1,000 colleges and universities. The system provides vocational training for a variety of industry recognized job certifications.

The tablet service provides access to the Kahn Academy or similar content supporting inmate re-entry including; video based courses on workplace etiquette and the application process, job skill programs and job interview simulation.

Tablet provides life skill and rehabilitative content, including anger management, cognitive behavioral therapy, parenting while incarcerated, substance abuse treatment, meditation, emotional development and more.

The County will have the option to request credit to be allocated to specific inmates upon verified completion of educational modules. The programming curricula meet evidence-based or promising practice interventions standards, address criminogenic needs, and are designed to attempt to reduce recidivism. The tablet service demonstrates that the educational solution is scalable as to both content and the user community.

5. HARDWARE SPECIFICATIONS FOR INMATE TABLETS

Equipment provided by Contractor is designed for the correctional environment and has no removable parts. Tablet devices are either tamper-proof or become inactive when tampered with and/or removed from designated secure areas.

Charging carts are provided for secure storage that can be rolled with ease from one unit to another and equipped to hold tablets with carrying cases. Tablet is securely cased in hardware that employs chemical and physical bonding to prevent access to the tablet. Tablet does not have ability for the inmate to take photographs. Tablet screen size is a minimum of 7 inches. Tablet includes custom software and firmware by the OEM that prevents device tampering, eliminates all background application functionality, and removes external menus, options and input areas.

Contractor provides a software solution and a device management platform tailored for correctional usage is included. Tablets are not specific to any one user. The system requires unique logins for inmates to access their account from any device. Tablet provides accessibility features that support individuals with disabilities. Contractor provides the County with regular updates to this information over the course of the contract.

Contractors system is capable of integrating with the County's Jail Management System (EIS), Inmate Trust Accounts (TouchPay), and Inmate Commissary Systems (Aramark), at no cost to the County, including mobile interfaces. Contractors system shall have a proven track record and ability to incorporate applications of potential new commissary vendors and services upon mutual agreement.

Tablet is equipped for date tracking for investigatory and security measures for facility staff. Tablet system provides the facility with regular detailed reports on usage, including log in days and times for users, courses taken and completed, specific course submissions, scores and other metrics both at the individual user and facility level.

Telmate will install a managed and secure "dedicated" network throughout the facility that is wholly independent from the County's existing network.

Tablets will provide secure and managed wireless connectivity via 802.11n or 802.11ac standards on 2.4Ghz or 5Ghz bands, while providing secure and limited access to the internet and preventing unauthorized access.

Tablet will provide managed secure connectivity for all wide area networking via managed private connection methods such as point to point VPN's or MPLS.

6. TRAINING POST-IMPLEMENTATION REQUIREMENTS FOR INMATE TABLETS

An inmate and staff training/orientation plan will be provided that involves on-site training of all inmate users and staff. Training documents will be provided for personnel at the WBCF in the use of the system at no cost to the County. A variety of manuals, including but not limited to operational, technical, training and professional development manuals that outline all information necessary for successful program use will be provided.

A dedicated account manager will be provided for ongoing customer service support throughout the duration of the contract.

The tablet will provide the ability for users to report issues and provide feedback directly to Contractor. A return and RMA process is in place for replacement of malfunctioning or damaged hardware.

Upgrades shall be kept current with other correctional agency upgrades throughout California. When another agency's system is upgraded during the term of the County's Contract, then the

County's system and devices shall be upgraded to the same level as the other institution. These upgrades will be at no cost to the County if the upgrades are also provided to the other institutions at no cost.

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.

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.

The Contractor shall replace broken or inoperable equipment at no cost to the County. All shipping costs will be incurred by the Contractor. Replacement tablets and/or parts will be provided within one (1) week of notification by the County to Contractor of inoperable equipment.

7. SYSTEM FEATURES AND SUPPORT REQUIREMENTS FOR VIDEO VISITATION SOLUTION

Ability to automatically verify the visitor's computer hardware and connectivity, to ensure they are functioning properly prior to each visit. The verification should include connection speed, audio, and web camera connection.

Ability to accommodate the completion of video visitation sessions for hearing impaired inmates.

Ability to split the audio and video of each video visitation session into independent data files. The system shall be capable of taking an individual video visitation station out of service without affecting other video visitation stations.

The County must be able to shut down the VVS quickly and selectively via a workstation:

- a. All video visitation stations
- b. By central control center—select video visitation stations
- c. By select housing units

The VVS must be capable of showing real time activity on a workstation. The workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:

- a. Set user ID
- b. Set password
- c. Set roles and associated tasks
- d. Capture the user's first, middle and last name
- e. Allow for live monitoring of all visits simultaneously (excluding attorney visits)
- f. Manually terminate sessions
- g. Report status of all video visitation stations (whether idle or offline)
- h. Configure the type of video visitation station to which an inmate has access

Remote access to the VVS management platform shall be provided at no additional cost. The provision of remote access shall allow the County the same features and functionalities permitted by the user's level of access as available on the control workstation. An uninterrupted power supply source shall be provided to ensure there is no loss of recorded sessions or real time data in the event of a power failure.

Contractor shall be responsible for all costs associated with any additional wiring needed by the County to ensure the power requirements are met for the VVS. Contractor shall provide the County with written notice, including detailed information, of any new VVS software upgrades or features within 30 days of the introduction of the new software or features into the industry.

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County will be provided with software upgrades as they become available and at no additional cost.

Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the County. At a minimum, this shall include the following:

- a. Extensive testing on a system identical to the VVS at WBCF
- b. Network testing
- c. Configuration / setting preservation testing
- d. Video visitation session processing for onsite and remote
- e. Required interfaces

Contractor shall receive permission from the County before scheduling or proceeding with any functionality changes to the VVS, especially if the changes will cause an interruption in service. The County, at its option, shall have a minimum of 30 days to notify inmates of any VVS changes that affect the inmates or the end-users.

Contractor shall work with the County to schedule changes and/or upgrades during a time when the video visitation stations are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to the VVS to avoid an interruption in service.

Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all video visitation stations in good working order and in compliance with the equipment manufacturer's specifications. No charge shall be made to the County for maintenance of the VVS. Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request and/or VVS failure.

Contractor will exhibit a best-effort approach for completion of repairs or replacement during the first twenty-four (24) hours following notification of a problem.

Contractor shall notify the County any time a technician is dispatched.

Contractor shall notify the County of progress and/or delays in progress until the problems are resolved.

8. BILLING SYSTEM REQUIREMENTS FOR VIDEO VISITATION SOLUTION

The VVS shall have the capability to charge for visits when an inmate has exceeded his/her established free visit quota, if applicable. The VVS shall have the capability to: Differentiate between professional visitors (i.e. public defenders vs. attorneys). Allow for free visits for a particular visitor (e.g., public defenders). Allow visitation charges to be charged per minute or per visit. Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits. Automatically refund a visitor for a charged visit that has been cancelled as a result of:

- a. Inmate release
- b. Inmate transfer
- c. County imposed restriction
- d. Station unavailability
- e. County event (example: weather closure, module or building lockdown)

The VVS shall allow authorized County staff to override or refund visitation charges upon informing Contractor for secondary override. The VVS has the capability to show that a successful visit occurred. Contractor shall refund all visitation charges for unused portions of a visit if visitation is dropped due to Contractor network issues. Contractor shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

9. SCHEDULING FEATURE REQUIREMENTS FOR VIDEO VISITATION SOLUTION

A web-based scheduling application allowing remote and onsite visitors (general public and professional) to register and schedule visits using a standard internet browser and internet connection.

County staff shall have the capability to view and edit the schedule availability at any time. Ability for the County to create the following restrictions for the visitor and inmate:

- a. Restrict a visitor from visiting certain inmate(s)
- b. Restrict an inmate from visiting ALL visitors
- c. Restrict a visitor from visiting ALL inmates

Capability to set the age requirements for visitors during the account registration and scheduling process. Allows the County to designate a visitor as an attorney (or other professional type of visitor).

Capability for scheduling to be done on a smart phone or other mobile device.

Ability for the inmate to utilize a unique PIN code that can be the same as the numerical equivalent of the bar code on the inmate wristband to be validated for verification of the inmate's identity to begin the registration process and to schedule a visit. Capability for visitor to log in using their unique visitor ID or their email address and password.

Allows for public and attorney (or other professional) type scheduling in both English and Spanish.

Capability for staff to view and print current and future daily scheduled video visitation visits.

Capability for inmates to schedule and review scheduled video visits from the inmate visitation station(s).

Capable of requiring visitors to capture a picture and/or upload a valid photo ID in order to complete the registration process, with images stored within the application for authenticating visitors during visits.

Capable of tracking all inmate housing unit assignments, movements, and releases through the integration with the County's Jail Management System. Capable of rescheduling all visits associated with the inmate if the inmate has changed housing units to avoid the cancellation of visits.

Automatically cancels all visits associated with an inmate if the inmate gets released. Requires the end-user to acknowledge and agree to terms and conditions associated with the County's visitation policies prior to scheduling or initiating a visit.

10. REPORTING AND TRACKING REQUIREMENTS FOR VIDEO VISITATION SOLUTION

Provides specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

- a. Inmate ID number
- b. Inmate name
- c. Visitor name
- d. Date and time of visit
- e. Inmate video visitation station
- f. Daily, weekly and monthly visit statistics

Allows the County to:

- a. Review visitor/inmate general information
- b. Review visitation history
- c. View and download visitation detail records and recordings
- d. Allows the County to validate number of pre-paid deposits and associated amounts.
- e. Allows the County to generate reports identifying, at a minimum:
 - Method of payment
 - Inmates from which VVS sessions are completed
 - The number of completed video visitation sessions with an associated date and time
 - Any pre-paid funding fees and other applied charges and taxes

Displays upcoming and in progress visit information on one or multiple monitors and/or VVS stations.

Displays upcoming daily visit information on the inmate VVS station screens, e.g., inmate name, time of visit, etc.

11. MONITORING AND RECORDING REQUIREMENTS FOR VIDEO VISITATION SOLUTION

Telmate to provide one (1) monitoring workstation at the WBCF which will allow multiple viewings of current and/or recorded visits. Contractor-provided monitoring workstation shall allow the County complete control of all onsite and remote visitation sessions and allow for the County to monitor multiple, simultaneous visits.

Web-based access by County staff with verified credentials to monitor and/or view recorded video visitations. Capability for simultaneous, live monitoring of any video visit (unless the visit is not recorded). This includes the inmate and end-user sides of the conversation as well as the audio and video components.

System comprehensively records all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session. This includes the inmate and end-user sides of the visit. VVS automatically starts each video visit at the designated start time without the need of County staff involvement.

VVS allow for the stopping of any live visit.

Ability to display an onscreen countdown clock timer on the inmate and visitor video visitation stations.

During playback or live monitoring, the VVS shall be capable of providing the user with a "picture-in-picture" view of the inmate and visitor. The VVS must allow for authorized County staff to interrupt the visit.

The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client or other professional type restrictions.

Capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application.

Retention period for all recorded video visits (not including attorney visits) shall be modifiable to match County retention policies. County shall provide Contractor with as much notice as practicable should the County's retention policy change, requiring the Contractor to increase/decrease storage capacity. Contractor shall provide the County the ability to verify that retained items are being deleted after one year or as required by County retention policies.

Contractor shall work with County to retain all recordings and documents that may be subject to litigation holds as determined and directed by the County.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

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(Paid by County)

Telmate will provide the services, hardware, software, network connectivity, maintenance and support associated with the Inmate Technology Services at no cost to the County, and with no deductions from revenues.

1.0 Telephone System

Calling Rates for Inmates

(Only assessed when inmate is paying from their pre-paid call account)

	Collect		Prepaid		Debit	
	Cost to Conn	Per Minute	Cost to Conn	Per Minute	Cost to Conn	Per Minute
Local	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21
IntraLata	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21
InterLata	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21
InterState	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	N/A	N/A	\$0.00	\$0.50	\$0.00	\$0.50

Telmate's Calling Rates for Friends and Family (Only assessed against friends and family if inmate is not paying for the call from their account).

	Collect		Prepaid		Debit	
	Cost to Conn	Per Minute	Cost to Conn	Per Minute	Cost to Conn	Per Minute
Local	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21
IntraLata	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21
InterLata	\$0.00	\$0.21	\$0.00	\$0.21	\$0.00	\$0.21

InterState	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
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International	N/A	N/A	\$0.00	\$0.50	\$0.00	\$0.50
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The amounts expressed in the charts above are Telmate's rates for providing the inmate communication services. They include a facility commission equal to \$0.06 for all paid call minutes.

In addition, Telmate will pay a \$20,000.00 recommitment bonus, that can be placed into the Inmate Welfare Fund, upon install of Telmate services and hardware. At the beginning of each renewal year, the County will receive a renewal bonus of \$5,000.00.

The following fees apply to the entity making deposits to an inmate account.

Prepaid Deposits

Type of Deposit	Fee	Range	Telmate Verified Charge
Cash	\$3.00	Flat Rate	0
Credit	\$3.00	Flat Rate	0
Live Operator	\$5.95	Flat Rate	0
MO/Gram	Pass thru	Actual Cost	0
QuickConnect	\$7.95	Flat Rate	N/A
Trust Transfer	\$0.05	\$3.00 max	N/A

- a. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectable calls.
- b. 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.
- c. Billing charges shall begin at the time the calling party is connected to and the called party accepts the call. Charges shall be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, et cetera, shall not be billed.
- d. Compensation shall be based on gross revenues. Gross revenues shall be defined as total billable minutes without any allowances or deductions for fraud, line charges, equipment charges, other collectible or uncollected or uncollectable charges and billings, or other fees.

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2.0 Tablet Services

There are no costs to the County for the implementation of this technology. County will receive 25% commission on all paid inmate tablet usage payable to the facility's inmate welfare fund or general County budget. The inmate may pay \$0.05 per minute for the privilege using this service.

3.0 Video Visitation

There will be no cost associated with this contract to be assessed to the County. County will receive 25% commission of the gross revenue received from remote video visitation services. Contractor shall charge \$0.25 per minute with no connection charges, a 30-minute remote video visit will cost: \$7.50.

4.0 Compensation to County

Compensation payments on gross revenues owed to County 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

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Section 11 is hereby amended and replaced in its entirety as follows:

11. Indemnification

Each party shall indemnify, defend and hold harmless the other party 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, except such loss or damage which was caused by the sole negligence or willful misconduct of the indemnifying party or its officers, officials, employees, agents and volunteers. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible. Contractor shall not be liable for interruption of telephone or other communication services arising from any cause.

Section 20 is hereby amended and replaced in its entirety as follows:

20. Termination

20.1 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process. Contractor shall promptly notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- b. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

20.2 Termination by Contractor




For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

20.3 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in Exhibit A to this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

20.4 Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

Paragraph 21, "Books of Record and Audit Provision" is hereby amended and replaced in its entirety as follows:

21. **Books of Record and Audit Provision:**

CONTRACTOR shall maintain in electronic form or on a database, material books, records, and documents directly related to the performance of the Services (collectively, "Records") during the term of this Agreement and for a period of three years thereafter. 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-charge of five percent (5%) or more of the Maximum Contract Price. CONTRACTOR shall further maintain any Records that were either received or originally generated by CONTRACTOR in paper form for a period of three years after the date(s) that the respective Records were originally received or generated or until

the termination, by expiration or otherwise, of this Agreement, whichever occurs first. Any paper Records in existence at the expiration of any such three-year period or at the termination of this Agreement shall either be shipped to COUNTY or destroyed, at COUNTY's option and at COUNTY's expense in either case. During the term of this Agreement and for a period of three years thereafter, COUNTY shall have the right to inspect and audit, at COUNTY's expense, and upon reasonable advance notice to CONTRACTOR, the Records that CONTRACTOR is obligated to maintain hereunder as of the time of any such inspection or audit. Notwithstanding the foregoing, any Records maintained by CONTRACTOR during the term of this Agreement that relate to any litigation, appeal, or related settlement arising under or in relation to this Agreement shall be preserved until a final disposition has been made of such litigation. However, CONTRACTOR shall not have any liability for disposing of paper Records in accordance with this Agreement prior to the time that CONTRACTOR obtained actual knowledge of the existence of the litigation.

Paragraph 22, "Intellectual Property", is hereby amended and replaced in its entirety as follows:

22. Intellectual Property:

Except as specifically indicated in this Contract, title to all equipment provided under this Contract ("Equipment") shall be and at all times remain in the Contractor. Except as specifically indicated in this Contract, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Contract is being provided on a term license only, as long as this Contract is in effect, and shall not constitute a sale of that IP. Nothing in this Contract or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors.

During the term of this Contract, Contractor grants County a non-exclusive, non-transferable, license to use the IP solely for accessing the services supplied by Contractor in the manner contemplated by this Contract. County shall not: **(a)** make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; **(b)** copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or **(c)** use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

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 submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. CONTRACTOR agrees that it will not, without COUNTY's consent, use personal data collected on behalf of COUNTY other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, CONTRACTOR agrees that it will not sell, or intentionally transfer or release, to any third party personal data that CONTRACTOR has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.

CONTRACTOR shall back up all databases twice during the working day. Nightly, all databases and key systems are backed up to high-capacity magnetic drives, which are set up in a 4-week rotation and stored off-site. COUNTY'S data is also copied to secure cloud-based storage.

Upon the termination of this Agreement, CONTRACTOR agrees to return or transfer to COUNTY, in a mutually acceptable format, all data maintained by CONTRACTOR under this Agreement within fifteen (15) business days after CONTRACTOR receives notice of termination.

Paragraph 26, "Compliance with Applicable Laws", is hereby amended and replaced in its entirety as follows:

26. 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.

County agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any recording or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Contract. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability, costs and expenses relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline. County acknowledges that all call detail records ("CDRs") and call recordings contained in the inmate telephone system equipment Contractor provides to County are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract; provided, however, that Contractor shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Contract, and for other lawful business purposes.

Paragraph 28, "Ownership of Data" is added as follows:

28 Ownership of Data

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. County Data shall be treated by Contractor as Confidential Information and shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Software; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Software, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. Contractor shall not release any materials under this section without prior written approval of County. This Section shall survive the termination of this Agreement.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Agreement, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this

Agreement.


Approved by County Counsel