



COUNTY OF HUMBOLDT

For the meeting of: 12/10/2019

File #: 19-1702

To: Board of Supervisors

From: Sheriff

Agenda Section: Consent

SUBJECT:

Approval of Negotiated Contract of Inmate Telephone Systems and Jail Management Systems with ICSolutions, INC.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Service Agreement for the Humboldt County Correctional Facility (HCCF) inmate telephone system and jail management system with ICSolutions, INC;
2. Authorize the Chair of the Board to sign three original copies of the service agreement (Attachment 1);
3. Authorize the Sheriff, Correctional Captain, or Deputy Director of Sheriff's Administration, to sign all amendments, extensions, revisions or termination of the agreement; and
4. Direct the Clerk of the Board to return the signed agreements to HCCF, Attn: Captain Duane Christian.

SOURCE OF FUNDING:

Contract is revenue generating for the Inmate Welfare Fund

DISCUSSION:

HCCF is the only adult correctional facility in the county. When people are incarcerated it is imperative they be able to maintain communication with friends and family. HCCF's contract with the current vendor for these communication services expired on July 1, 2019 and is currently in a month-to-month status until a new contract is completed. HCCF recently circulated a Request for Proposal to obtain a new vendor to upgrade the entire system. HCCF selected ICSolutions, INC as the vendor who best meets HCCF's needs.

The selected vendor will be providing an improved rate and only charge for minutes used which will increase the amount of communication incarcerated individuals can have with their family. The current vendor charges between \$0.21 to \$0.42 per minute depending on the call type throughout the United States. The new vendor will be charging a flat rate of \$0.18 per minute for any call anywhere within

**SERVICE AGREEMENT BY AND BETWEEN
COUNTY OF HUMBOLDT AND
INMATE CALLING SOLUTIONS, LLC d/b/a ICSolutions**

This Agreement, entered into this 10th day of December, 2019, by and between the County

of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Inmate Calling Solutions, LLC d/b/a ICSolutions, a California limited liability company, hereinafter referred to as "VENDOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its designated representative, desires to retain the services of VENDOR to provide inmate calling services, a jail management system, inmate tablets, and related services and features; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, VENDOR has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

VENDOR agrees to furnish the services described in Exhibit 1 – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such services and assistance, VENDOR agrees to fully cooperate with the COUNTY or designee thereof.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for seven (7) year(s) (the "Initial Term"). This Agreement shall be automatically renewed for two (2) additional periods of one (1) year unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, VENDOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination. In the event this Agreement is terminated by COUNTY under this Section 3.B, prior to the completion of the Initial Term, then COUNTY shall reimburse VENDOR's capital outlay at the rate of \$6,557 per month for each month that would have otherwise remained in the Initial Term.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

COUNTY shall provide VENDOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event of any termination of this Agreement, VENDOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by VENDOR.

4. COMPENSATION:

The maximum amount payable by COUNTY under this Agreement is two hundred thirty-six thousand and fifty-two Dollars (\$236,052), which amount is only applicable in the event that COUNTY terminates without cause and is reduced monthly pursuant to Section 3.B hereof. VENDOR agrees to perform all services required by this Agreement for the rates and fees applicable to end-users plus a capital outlay amount not to exceed such maximum dollar amount. The rates and fees shall be as set forth in Exhibit 1 – Scope of Work, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

VENDOR shall submit to COUNTY monthly statements itemizing all services provided along with the revenue share (“Commissions”) payable to COUNTY. Commissions payable to County shall be at the rate of 65.8% of the gross calling revenue without any deductions for unbillable or uncollectable revenue. VENDOR shall also pay to COUNTY a Commission of 50% of any service fees collected with respect to inmate voicemail. Gross Commissions payable to COUNTY shall be subject to a minimum annual guarantee of \$150,000 (the “MAG”). Actual Commissions paid, plus the amount paid by VENDOR in license fees for Tablets (estimated at \$5,353.33 per month), shall be reconciled annually against the MAG and any shortfall shall be paid by VENDOR to COUNTY within 30 days of the end of each term year. The MAG shall be prorated for any portion of a year in which the full inmate population does not have reasonable access to VENDOR’s calling services.

Statements shall be in a format approved by, and shall include backup documentation as specified by, County’s designee and/or the Humboldt County Auditor-Controller. VENDOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County _____

Attn: Sheriff Honsal
826 4th Street
Eureka, CA 95501

VENDOR: ICSolutions
Attn: Legal Department
2200 Danbury Street
San Antonio, TX 78217

7. REPORTS:

VENDOR agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. VENDOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of VENDOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. VENDOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. VENDOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because VENDOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

VENDOR agrees that COUNTY has the right to monitor all activities related to this

Agreement, including the right to review and monitor VENDOR's records, programs or procedures, at any time, as well as the overall operation of VENDOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by VENDOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, VENDOR may receive information that is confidential under local, state or federal law.

VENDOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

VENDOR certifies by its signature below that it is not a Nuclear Weapons Vendor, in that VENDOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. VENDOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Vendor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if VENDOR becomes a Nuclear Weapons Vendor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, VENDOR shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical

disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. VENDOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, VENDOR hereby certifies that VENDOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
1. The dangers of drug abuse in the workplace;
 2. VENDOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of VENDOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of VENDOR's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and VENDOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if VENDOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. VENDOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, VENDOR's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and VENDOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting VENDOR's indemnification obligations provided for herein, VENDOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of VENDOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said

policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which VENDOR may be exposed to liability. VENDOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
2. Contains a cross liability, severability of interest or separation of insureds clause.
3. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that VENDOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
4. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
5. For claims related to this Agreement, VENDOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to VENDOR’s insurance and will not be used to contribute therewith.
6. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers,

officials, employees and volunteers.

7. VENDOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If VENDOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and VENDOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to VENDOR under this Agreement.
8. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and VENDOR shall be required to purchase additional coverage to meet the above aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of
Humboldt Attn:
Risk Management
825 5th Street,
Room 131
Eureka, California 95501

VENDOR: (per Section 6, above)

16. RELATIONSHIP OF PARTIES: It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that VENDOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.
17. COMPLIANCE WITH LAWS:

VENDOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. VENDOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

VENDOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by VENDOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by VENDOR to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of VENDOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and VENDOR shall promptly refund, any funds disbursed to VENDOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

VENDOR warrants that VENDOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. VENDOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by VENDOR shall become the property of COUNTY. However, VENDOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, VENDOR shall promptly turn over all information, writings and documents to COUNTY without

exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). VENDOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Sheriff of the Humboldt County Sheriff's Office.

28. SUBCONTRACTS:

VENDOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. VENDOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

32. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no

other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

33. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.


Inmate Calling Solutions, LLC d/b/a ICSolutions

By: 
Date: 11/25/19

Name: Michael Kennedy

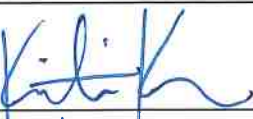
Title: Vice President Sales & Marketing

COUNTY OF HUMBOLDT

By: 
Rex Bohn
Chair Person of the Board

Date: December 10, 2019

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Risk Analyst
Date: 12-2-2019

A. Inmate Phone Services shall be provided on a prepaid, debit or direct billing (collect) basis, and as specified in the Scope of Work in RFP #19-002-SHF, including the following equipment and features:

- Centralized Enforcer® inmate calling platform, housed in VENDOR's Atlanta data center and backed up at its headquarters in San Antonio, TX
- 41 stainless steel inmate telephones
- Up to 61 visitation phone sets (39 recorded and 22 attorney booths), connected to the Enforcer® for data analysis and for monitoring & recording of the non-confidential inmate visits
- 2 TDD/TTY and/or VRS (video relay service) devices, as preferred by County, for hearing impaired inmates
- Unlimited Enforcer® user licenses
- Interface to the County's JMS and/or commissary platform:
 - Automated inmate ID / PIN updates
- Interface to the County's KCN Commissary & Banking systems:
 - DirectLink Trust automated cardless Debit calling
 - Over-the-phone commissary ordering
- Web-based Visitation Scheduling Software to enable online scheduling / management of all types of visits – a fully integrated component of The Enforcer® platform
- The Enforcer® Investigative Suite:
 - The VerifierSM pre-call inmate voice verification – features automatic voice enrollment, saving the County the step of enrolling the entire inmate population's voices manually upon deployment!
 - The ImposterSM in-call continuous voice biometrics
 - The Word DetectorSM phonetic keyword search
 - The AnalyzerSM data analysis software
- The Enforcer® IVR Suite:
 - The InformerSM PREA module
 - The CommunicatorSM paperless inmate communications portal
 - The AttendantSM automated information line
- Optional inbound inmate voicemail messaging
- Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- 24 x 7 x 365 live, U.S.-based service for called parties and Facility staff
- Training on the new phone system for all Facility users
- Argus Transcription, Translation & Keyword Search Suite
 - On-demand call transcription
 - On-demand call translation – can translate more than 25 languages!
 - On-demand keyword search
- 1 Full-Time Site Administrator / Technician
 - Stationed onsite to assist with administrative, maintenance, and investigative tasks
 - Fully certified on The Enforcer® inmate phone system and any other ICS services
 - Can assist with phone administration, such as PIN management, running reports, burning calls to CD, etc. as desired by the County
 - Available to respond immediately to onsite repair requests
 - Available to testify in court proceedings
 - Will regularly inspect & maintain onsite equipment
- Additional certified local technicians will provide emergency backup service & maintenance

The following calling rates and charges shall apply:

| Prepaid, Debit & Direct Bill Calling Rates | |
|---|----------------------------------|
| <u>Call Type</u> | <u>Per Minute Charge</u> |
| Local | \$0.18 |
| Intrastate/IntraLATA | \$0.18 |
| Intrastate/InterLATA | \$0.18 |
| Interstate | \$0.18 |
| International (Debit only) | \$0.50 |

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees. Single pay QwikCallSM services shall be at the same rate plus the applicable Processing Fee.

Billing Fees (non-commissionable):

| | |
|---|--------|
| Payment Processing Fee (Live Agent)..... | \$5.95 |
| Payment Processing Fee (IVR or Internet)..... | \$3.00 |
| Direct Billing Statement Fee | \$2.00 |

Other Service Fees (commissionable, see Section 5):

| | |
|---|--------|
| Inmate Voicemail (per inbound message)..... | \$1.99 |
|---|--------|

(All other phone service fees free or waived)

B. Inmate Tablet Program, per that certain Assignment of Professional Services Agreement made by Jail Education Solutions, Inc. d/b/a Edovo, to ICS.

C. Beacon Jail Management System, including:

- JMS site license server
- Installation, data conversion & all current interfaces
- Minimum of 14 days of onsite training
- 1 mugshot camera
- Maintenance and support every Term year

Exhibit 2 - SERVICE LEVEL AGREEMENT FOR SERVICES

I. Definition of Service Level Agreement

A. A Service Level Agreement (SLA) is an agreement between the County and the Vendor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies

or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.

- B. The Jail Management System and the Inmate Telephone System and Associated Services (Inmate Telephone Services) contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the County operations, and the contractor must comply with those KPIs. For each KPI, the Vendor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the County. Performance is aggregate-based, meaning that the performance is to be measured at the County hierarchy level (of the County’s billing organization) over a one-calendar-month period.

Table 1A- Service-Specific SLAs for Inmate Telephone Services

| Service | KPI | Performance Standards/AQL |
|--|--|--|
| Implementation & Installation | Fully functional Inmate Telephone Services, tested and accepted by the County | 60 Business Days |
| Maintenance | | |
| Voice Services and Network Access/Transport Services | Availability Call Blockage, Dropped Calls | 99.95% .07 |
| Telephones | Operational, working ITS Units, Working Phones | 100% |
| Management Reports | | |
| Quarterly Project Reports, Quarterly System Management Reports, and Year-End Summary Reports | One (1) soft copy of each of the Quarterly Project Reports, Quarterly System Management Reports, and Year-End Summary Reports on flash drives or CDRs to the County Project Manager and to the County Designee | Written reports are due no later than 5:00 p.m. (PST) on the 10th business day of the first month of the quarter, reporting on ITS for the prior quarter. Year-End Summary Reports are due no later than 5:00 pm, on the tenth (10 th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year. |

Table 1B- Service-Specific SLAs for Jail Management System

| Service | KPI | Performance Standards/AQL |
|---------|-----|---------------------------|
|---------|-----|---------------------------|

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| Implementation & Installation | Fully functional Jail Management System, tested and accepted by the County | Four (4) – Five (5) Months |
| Maintenance | | |
| Software | * Software maintenance, upgrade, enhancements * Software is operational and functioning | N/A 100% |
| Hardware | Operational, working equipment, hardware, and components | 100% |
| Accessories | Operational, working accessories | 100% |
| Management Reports | | |
| Quarterly Project Reports, Quarterly System Management Reports, and Year-End Summary Reports | One (1) soft copy of each of the Quarterly Project Reports, Quarterly System Management Reports, and Year-End Summary Reports on flash drives or CDRs to the County Project Manager and to the County Designee | Written reports are due no later than 5:00 p.m. (PST) on the 10th business day of the first month of the quarter, reporting on JMS for the prior quarter. Year-End Summary Reports are due no later than 5:00 pm, on the tenth (10th) business day of the month following Agreement year-end, reporting on the JMS for the previous Agreement year. |

III. Implementation & Installation Penalty

Vendor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional Jail Management System and Inmate Telephone Services, and the Vendor is required to provide a fully functional system tested and accepted by the County. The County and Vendor has agreed upon a six (6)-month implementation schedule for the Jail Management System and a sixty (60)-business day implementation schedule for the Inmate Telephone Services. Failure to provide each service at the agreed-upon timeframe shall incur a daily penalty of \$250.00 until fully functional.

IV. System Problems, Outages, and Other Deficiencies

The Services are unavailable during any period of time that there is a Service Outage, or other service-affecting Problem or Deficiency. Upon the County's or the County-authorized Agent's request, Vendor will issue credits for each Service Outage, Problem, or Deficiency. Vendor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Vendor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Vendor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County or the County Designee in resolving System Outages, Problems, and other Deficiencies. The County will assign one of the following "Severity Levels." Vendor must respond to and resolve these in accordance with the timeframes listed in Table 2 – Severity Levels and Credits, following the determination and/or notification of the Problem, Outage or other Deficiency.

Table 2A - Severity Levels and Credits for the Inmate Telephone Services

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|---------------------------|---|-------------------------------|---|
| Priority Level One | <p>CRITICAL (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% or more of a single Housing unit's (Module / Dorm / Pod) telephones are out of service • Multiple housing units are not in operation • Multiple inmate phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls are dropped in a 24-hour period • Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the County's satisfaction is made within 6 hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> | ≤ 6 hours | No Credit |
| | | Between 6 hours and 12 hours | \$50 per hour that component of ITS is deficient |
| | | Between 12 hours and 24 hours | \$75 per hour that component of ITS is deficient |
| | | > 24 hours | \$100 per hour that component of ITS is deficient |
| Priority Level Two | <p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24-hour period | ≤ 24 hours | No Credit |
| | | > 24 hours | \$75 per hour that component of ITS is deficient |

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| | <ul style="list-style-type: none"> • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>24</u> hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> | | |
| Priority Level Three | <p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>2</u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> | ≤ 2 days | No Credit |
| | | > 2 days | \$50 per day that component of ITS is deficient |
| Priority Level Four | <p>COSMETIC (Includes but not limited to):</p> <p>A telephone or any of its associated hardware is damaged, but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to the County's satisfaction is made within <u>10</u> business days of initial notification of the County or the County's Agent by Contractor, or from the</p> | ≤ 10 days | No Credit |
| | | > 10 days | \$50 per day that component of ITS is deficient or damaged phones are not replaced |

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| | County's or the County Agent's initial service request to Contractor. | | |
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Table 2B - Severity Levels and Credits for the Jail Management System

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|---------------------------|--|-------------------------------|---|
| Priority Level One | <p><u>CRITICAL</u> (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% or more of JMS software is in error, malfunctioning, and/or defective • 25% or more of JMS hardware and/or equipment accessories are malfunctioning, and/or defective <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the County's satisfaction is made within 6 hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> | ≤ 6 hours | No Credit |
| | | Between 6 hours and 12 hours | \$50 per hour that component of JMS is deficient |
| | | Between 12 hours and 24 hours | \$75 per hour that component of JMS is deficient |
| | | > 24 hours | \$100 per hour that component of JMS is deficient |
| Priority Level Two | <p><u>SEVERE</u> (Includes but not limited to):</p> <ul style="list-style-type: none"> • 10% to 24% of JMS software is in error, malfunctioning, and/or defective • 10% to 24% of JMS hardware and/or equipment accessories are malfunctioning, and/or defective <p>Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u>24</u> hours of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor.</p> | ≤ 24 hours | No Credit |
| | | > 24 hours | \$75 per hour that component of JMS is deficient |

| | | | |
|-----------------------------|---|----------|---|
| Priority Level Three | MINOR (Includes but not limited to): <ul style="list-style-type: none"> • <10% of JMS software is in error, malfunctioning, and/or defective • <10% of JMS hardware and/or equipment accessories are malfunctioning, and/or defective Response time, completion of repairs, and Deficiency resolution to the County's satisfaction is made within <u> 2 </u> business days of initial notification of the County or the County's Agent by Contractor, or from the County's or the County Agent's initial service request to Contractor. | ≤ 2 days | No Credit |
| | | > 2 days | \$50 per day that component of JMS is deficient |

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Services problem or deficiency which has experienced 3 separate trouble tickets opened against it for Availability and Functionality, by the County or the County-authorized Agent, or Vendor, for the same Priority level over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits (Apply to Inmate Telephone Services and Jail Management System)

| Severity Level | Consecutive Months' Occurrence | Credits |
|-------------------------------|---------------------------------------|---|
| Priority Level One | 3 | 10% of Monthly Maintenance Recurring Charge for JMS, 10% of Monthly Recurring ITS Revenue |
| | 6 | 20% of Monthly Maintenance Recurring Charge for JMS, 10% of Monthly Recurring ITS Revenue |
| | >6 | Replacement of the Services in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Levels Two and Three | 3 | 5% of Monthly Maintenance Recurring Charge for JMS, 10% of Monthly Recurring ITS Revenue |
| | 6 | 10% of Monthly Maintenance Recurring Charge for JMS, 10% of |

| | | |
|--|----|--|
| | | Monthly Recurring ITS Revenue |
| | 9 | 20% of Monthly Maintenance Recurring Charge for JMS, 10% of Monthly Recurring ITS Revenue |
| | >9 | Replacement of the Services in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |

VI. Replacement

Vendor shall be responsible for the replacement of the Inmate Telephone Services and Jail Management System in each system's/service's entirety or each system's/service's individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Vendor of the system problem by the County or the County's Agent when Deficiency is not resolved to the County's satisfaction after reasonable timeframes specified above.