

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

501



**FROM:** Sheriff Department

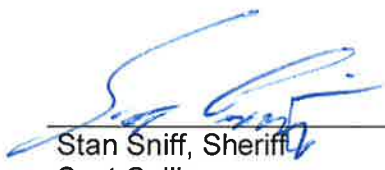
**SUBMITTAL DATE:**  
June 17, 2015

**SUBJECT:** Approval of the Agreement with Securus Technologies Inc to Provide Inmate Telephone Services in the County Detention Facilities for Five Years, All Districts. [\$2,500,000] Contract Revenue Inmate Welfare Fund 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the five year agreement with Securus Technologies Inc., to provide Inmate Telephone Services for an annual revenue of \$2,500,000 and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

(Continued on Page 2)

  
Stan Sniff, Sheriff  
Scot Collins,  
Chief Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ Click here to	\$ 0	\$ 0	\$ Click here to	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b>	Budget Adjustment: No
	For Fiscal Year: 15/16-20/21

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
County Executive Office Signature Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRAMOS  
DATE: 7/1/15  
Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: All Agenda Number: \_\_\_\_\_

3-47

PURCHASING & FLEET SERVICES  
Lisa Brandl, Director

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of the Agreement with Securus Technologies Inc to Provide Inmate Telephone  
Services in the County Detention Facilities for Five Years, All Districts. [\$2,500,000] Contract Revenue  
Inmate Welfare Fund 100%**

**DATE:** 06/17/15

**PAGE:** Page 2 of 3

**BACKGROUND:**

**Summary**

The Sheriff Department is committed to providing reliable and secure telephone services to inmates at the lowest possible cost to inmates and their families. Securus was the selected bidder because in addition to offering the most inclusive telephone services, Securus presented the lowest call rates, with annual savings to the inmates and their families of approximately \$500,000, lower than the next lowest bidder.

The Sheriff's Department contracts for automated telephone services to inmates in six separate adult detention facilities in the County of Riverside. The inmates use this system to complete approximately 872,912 calls per year totaling 10,253,269 minutes. The average daily inmate population is currently in excess of 3,750 inmates. Riverside County books in approximately 59,000 inmates annually.

Securus Technologies, Inc. will pay the County a fixed price of \$2,500,000 for the first year of the agreement as follows: \$1 million dollars up-front non-recoverable after the telephone system is successfully installed and operating and 12 monthly installments of \$125,000 beginning the first month, which will be deposited into the Inmate Welfare Fund. The Inmate Welfare Fund supports inmate services, such as educational and vocational programs, rehabilitation programs, and programs designed to reduce recidivism. The second and subsequent year payments will be prorated on a baseline inmate population of 3,750, the average population for the preceding calendar year. For example, if calendar year 2016 average jail population is 3,825 (2% increase over 3,750) the second contract year payments would be \$2,550,000 (2% increase over \$2,500,000). This yearly amount will be adjusted up or down annually on the contract execution date. This money will be deposited in the Inmate Welfare Fund, per the requirements of the California State Penal Code Section 4025 (d).

**Contract History and Price Reasonableness**

County Purchasing released a Request for Proposal (RFP) SHARC-255, soliciting proposals for Inmate Telephone Services on behalf of the Sheriff Department. The RFP was sent to twenty-two (22) potential bidders and was advertised on the Purchasing web site. A total of four (4) bid responses were submitted in response to the RFP. The proposals were reviewed by the evaluation team consisting of Purchasing and Sheriff Personnel. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements, bidders experience and technical ability, overall rates to inmates, references, financials, clarification, exceptions, deviations and credentials, resumes, licenses, permits, and certifications. The four responding vendors were invited for presentations held at the Sheriff Department. Securus Inc. presented the most reliable and secure telephone services to inmates at the lowest possible cost to them and their families. Securus submitted an annual call cost to the inmates of \$1,430,314. The other three bidders proposed annual call charges to inmates ranging from \$2,014,305 to \$3,142,270.

Additionally, Securus Technologies Inc. agrees to fund two County employees, User Technical Support positions. Securus Technologies Inc will provide a call monitoring and recording system that records every call made on the system and stores recorded calls for three years online and one additional one year period archived, except those phone calls that comply with Penal Code Section 636. The technical support personnel will administer this recording system, and upon request by the Sheriff's Department or other law enforcement agencies will analyze call records and transfer calls.

Based on this analysis and an overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Securus Technologies Inc., as the most responsive/responsible bidder for these services.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of the Agreement with Securus Technologies Inc to Provide Inmate Telephone  
Services in the County Detention Facilities for Five Years, All Districts. [\$2,500,000] Contract Revenue  
Inmate Welfare Fund 100%**

**DATE:** 06/17/15

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**Impact on Citizens and Businesses**

None

**SERVICE AGREEMENT**

**for**

**INMATE TELEPHONE SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**SECURUS TECHNOLOGIES INC**



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This Agreement, made and entered into this \_\_\_ day of \_\_\_\_, 2015, by and between SECURUS TECHNOLOGIES INC (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten pages at the prices stated in Exhibit B, Rate Table, consisting of six pages.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for five years, October 31, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** Year One-Compensation is (\$2,500,000) as follows: The CONTRACTOR shall pay the COUNTY an up-front non-recoverable MAG of one million dollars (\$1,000,000) for the first year of the Agreement in accordance with the terms of Exhibit A, Scope of Service at the prices stated in Exhibit B, Rate Tables, attached hereto. Up-front non-recoverable Payment will be made after the first full month Secure Call Platform (SCP) is successfully installed. The Contractor will pay one million five hundred thousand dollars (\$1,500,000) for the first year of the Agreement to be paid in twelve, equal monthly installments of \$125,000. The first monthly payment will be made after the first full month Secure Call

Platform (SCP) is successfully installed, with subsequent payments every month thereafter. Payments must be received by the 5<sup>th</sup> of each month.

**3.2** The second and subsequent year payments will be prorated on a baseline inmate population of 3,750, the average population for the preceding 12 months from the contract anniversary. For example, if the average daily population for contract year 1 is 3,825 (2% increase over 3,750), the second contract year payment would be \$2,550,000 (a 2% increase over \$2,500,000). This yearly amount will be adjusted up or down annually on the contract execution date. The yearly payments are to be made in twelve, equal monthly installments. Payments will be made on the 5<sup>th</sup> of each month.

Payments will be made to the following County fund:

Inmate Welfare Fund  
Riverside County Sheriff's Department  
4095 Lemon Street 4<sup>th</sup> Floor  
Corrections Accounting  
Riverside, CA 92501

**3.3** CONTRACTOR will be required to reimburse the County General Fund for the actual salary and benefit costs of two, full-time "User Technical Support" positions to aid law enforcement officers with criminal investigations using the monitoring capabilities of the inmate phone system. The current salary range (with benefits) for this position is \$80,999.05 - \$96,836.95 per year. The COUNTY will invoice the CONTRACTOR the actual cost for each position at the beginning of each contract year. Invoice payment shall be made within 30 days.

**3.4** CONTRACTOR shall not charge any rates, fees or other charges to the inmate or the inmate's friends and/or families, nor pay any compensation that are not specifically approved, and/or permitted by the COUNTY, the FCC, and the CPUC. This includes but is not limited to fees such as Bill Statement Fees, Bill Rendering Fees, Pre-paid public accounts or similar charges that are charged by the bidder to recover costs associated with the provision and maintenance of the proposed inmate telephone system.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the

performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

**5.3** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.4** After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination;  
and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.5** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.6** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason



whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.7** CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.8** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## **7. Conduct of CONTRACTOR**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or sub-CONTRACTOR having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor

from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subCONTRACTORS) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon

any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within 24 hours after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within 24 hours if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of

California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subCONTRACTORS or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504  
Attn: Walter Mack

Riverside County Sheriff Department  
4095 Lemon Street, 2<sup>nd</sup> Floor  
Riverside, CA 92501  
Attn: Corrections Division Chief Deputy

**CONTRACTOR**

Securus Technologies Inc  
14651 Dallas Parkway, Ste. 600  
Dallas, TX 75254  
Attn: General Counsel

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any acts or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined



single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subCONTRACTORS working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** This section is intentionally omitted.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Board of Supervisors  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR:**

Securus Technologies Inc.  
14651 Dallas Parkway, Ste. 600  
Dallas, TX 75254

Signature: \_\_\_\_\_

Signature: *Robert Pickens*

Print Name: \_\_\_\_\_

Print Name: Robert Pickens

Title: Chairman of the Board

Title: President

Dated: \_\_\_\_\_

Dated: June 26, 2015

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis*  
NEAL R. KIPNIS

DATE *6/26/15*



**EXHIBIT A  
SCOPE OF WORK**

1. CONTRACTOR shall provide inmate telephone stations and be the primary carrier for operator assisted ("0+") local, IntraLATA, InterLATA inmate calls placed from telephones at the COUNTY's correctional facilities as specified herein.

2. **Jail Location / Number of Phones (428) and Jail Beds (3,914)**

**NOTE: Total Inmate Beds is anticipated to be 5187 in early 2018. Total number of phones after the completion of East COUNTY Detention Center will be 627.**

Larry D. Smith Correctional Facility (SCF)  
1627 South Hargrave St.  
Banning, CA 92220  
Phones: 166 (including 14 with free local calls)                      Beds: 1,520

Blythe Jail  
260 North Spring St.  
Blythe, CA 92225  
Phones: 15 (including 1 with free local calls)                      Beds: 115

Indio Jail  
46057 Oasis St.  
Indio, CA 92201  
Phones: 44 (including 3 with free local calls)                      Beds: 353  
East COUNTY Detention Center (Early 2018)  
46057 Oasis St.  
Indio, CA 92201  
Phones: 250 (including 36 with free local calls)                      Beds: 1,626

Riverside County Regional Medical Center (RCRMC)  
Sheriff's Detention Floor  
26520 Cactus Ave.  
Moreno Valley, CA 92555  
Phones: 6 (none with free local calls)                      Beds: 22

Robert Presley Detention Center (RPDC)  
4000 Orange St.  
Riverside, CA 92501  
Phones: 118 (including 33 with free local calls)                      Beds: 815

Southwest Detention Center (SWDC)  
30755-B Auld Rd.  
Murrieta, CA 92563  
Phones: 90 (including 15 with free local calls)                      Beds: 1,111

### 3. Telephone System Requirements

- a. This section will set forth the desired technical specifications for the service and equipment. Any features, equipment or labors not specifically mentioned, but necessary for the fully operational inmate telephone service system, will be included by the CONTRACTOR. The CONTRACTOR shall provide the products and services that meet or exceed all the specifications and requirements set forth in this section. The CONTRACTOR shall include other or additional specifications or requirements if mandatory by code or statute or if it will allow for a more economical and efficient system.
- b. CONTRACTOR shall provide automated operator platform system for local phone service to include installation and maintenance of all inmate telephones located throughout the COUNTY Detention facilities. The CONTRACTOR will be responsible for coordinating the installation of CONTRACTOR's phone stations in all existing telephone locations and, where required, the addition of new inmate phone locations. CONTRACTOR will be responsible for the phased plan to replace all current telephone equipment. CONTRACTOR's type of telephone station shall be subject to approval by the COUNTY. CONTRACTOR will additionally be responsible for providing, implementing and managing a prepaid and /or debit calling system at no cost to the COUNTY.
- c. CONTRACTOR is solely responsible for clean-up and removal of any and all debris, trash, dust, and packing materials associated with the installation of the telephone system. This action will be completed prior to the departure of the CONTRACTOR's installation staff leaving a specific work location, either at the end of the day or for periodic breaks.
- d. Upon completion of installation, the facility shall retain its clean, safe, and secure pre-installation appearance and condition. The CONTRACTOR shall be responsible for any restoration or damage repair work to accomplish this requirement, at no cost to the COUNTY.
- e. COUNTY and CONTRACTOR must comply with all applicable FCC and PUC regulations. All electrical equipment must be installed in compliance with National Electrical Code requirements. All wiring installed must be concealed in the walls, above the ceilings or in conduit. There is to be no exposed conduit in inmate areas
- f. Telephone instruments must be line powered such that the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and must be approved by the COUNTY before installation. Converted coin phones will not be acceptable.
- g. Telephone devices in inmate housing areas will be equipped with a braided steel receiver cord 18 inches in length. Telephone devices in jail intake, release and other designated areas will be configured with a braided steel receiver cord 12 inches in length and the cord must extend from the top of the instrument to reduce the risk of suicide by hanging. All telephones must be securely fastened to the wall with security fasteners approved by the COUNTY.

- h. Each telephone must have a metal sign, in English and Spanish, securely affixed to the front announcing that all calls may be recorded or monitored.
- i. The telephone system shall be a collect, automated operator platform. No access to a live operator is permitted at any time.
- j. Telephone devices must be compatible to indoor and outdoor installation.
- k. Each telephone device shall be equipped with an on and off capability located at each local control room or area designated by the COUNTY.
- l. The CONTRACTOR shall be responsible for providing and installing pedestals, enclosures, isolation panels, mounting hardware, and other ancillary items associated with or necessary to providing the service, at no cost to the COUNTY.
- m. CONTRACTOR will provide additional inmate telephones and installation as requested during the term of this contract, at no cost to the COUNTY.
- n. CONTRACTOR will move or remove inmate telephones as requested at no cost to the COUNTY. CONTRACTOR will be responsible for securing any exposed wire or conduit and will patch any holes in the affected area.
- o. The CONTRACTOR will be responsible for the cost and posting of any signs or posters related to the phone system in the housing unit or dayrooms. Signage must be in English and Spanish. The CONTRACTOR will also provide transparencies where requested at no cost to the COUNTY.

#### **4. Telephone System Connectivity to Existing or New COUNTY Infrastructure**

- a. The CONTRACTOR is expected to incorporate control of their telephone system into the building automation / security control system, if the facility is so equipped. This may require additional relays and contact closures external to the inmate telephone system that will interface with the building automation / security control systems and will require coordination between the Building Automation / Security Vendor, Riverside COUNTY Sheriff's Office, Riverside COUNTY IT and the Inmate Telephone System Vendor. The CONTRACTOR is responsible for providing and installing all hardware, power supplies, relays, contact systems handoff (normally a single contact closure per housing unit or day room), the telephone system and the telephone instrument.
- b. The CONTRACTOR will continue to size the copper backbone distribution cables large enough to support the inmate telephone system in new buildings, but the CONTRACTOR is responsible for installing all horizontal (station) cables, telephone instruments, hardware, connectors, termination blocks and equipment needed to support the inmate telephone system. No work that will require permanent modification of the facility, including but not limited to cutting or drilling into walls, floors, ceilings, or any other structures will begin until it has been fully described in writing to the facility and approved by the facility administrator or his designee. Wherever it currently exists, CONTRACTOR shall be required to utilize in place conduit or cabling

infrastructure. All installed cabling must be enclosed in conduit or on facility installed cabling trays. All wiring infrastructure becomes the property of the COUNTY upon the conclusion or termination of the contract, at no additional cost to the COUNTY.

## 5. Telephone System Features

- a. The CONTRACTOR must submit a detailed explanation of the design and features of the system.
- b. The CONTRACTOR will provide the phone system script and will minimally include:
  1. automated call instruction/announcements in English and Spanish
  2. error prompts
  3. initial contact with called party
  4. announcement that the call is originating from a Riverside COUNTY detention center
  5. announcement that the call may be recorded or monitored
  6. announcement of call cost
  7. instructions for recipient to accept, reject, or block calls by pressing a keypad number
  8. after the initial announcement, at the beginning of the call, the script must repeat every seven minutes.
  9. the phone system script shall be approved by the County prior to its implementation and or change.
- c. The script may not interfere with the call quality or mask either caller's voice when the recording is played back.
- d. The system shall only allow outgoing calls and shall be capable of blocking three-way and conference calls.
- e. The system must be capable of configuring specified phone numbers to receive collect calls in a passive-accept mode. Inmate calls to passive-accept numbers will be connected without any action from the called party. As an example, the COUNTY currently uses this feature to allow inmates to call the public defender voice mail.
- f. The system must allow free calls to the California Relay Service (CRS) to assist impaired inmates. The CONTRACTOR must provide portable TDD as follows:
  1. Southwest Detention Center – 3 devices
  2. Robert Presley Detention Center – 3 devices
  3. Larry D. Smith Correctional Facility – 3 devices
  4. Indio Jail – 2 devices (1 additional device when ECDC is complete)
  5. Blythe Jail – 1 device
  6. RCRMC (hospital) – 1 device
- g. The TDD system must have the ability to record conversations. These recorded conversations will be stored for a period of three years and archived for an additional year.



- h. Initial call cannot be blocked due to a lack of LEC (Local Exchange Carrier) or CLEC (Competitive Local Exchange Carrier) billing agreements with the COUNTY. Calls may be blocked to telephone numbers that have delinquent bills or COUNTY refuses to pay for approved calls to that number. The CONTRACTOR must provide a toll-free number for the public to use in resolving billing questions.
- i. The CONTRACTOR must provide information regarding policies for bill collection and fraud detection/prevention. The COUNTY will not be responsible for any uncollectable charges.
- j. The system must be designed to provide reliable inmate telephone service with full backup and system recovery contingencies. The CONTRACTOR should be able to remotely diagnose routine system problems.
- k. Call set-up and acceptance process must be completed within 45 seconds (from off-hook to call connection/rejection).
- l. Pursuant to California Penal Code § 851.5, inmates are entitled to three, free local telephone calls at the time of booking. Intake telephones in each facility will be configured to allow inmates to make these local calls at no cost. The CONTRACTOR will be required to provide these calls at no cost to the COUNTY. The number of inmate telephones that must be configured in this manner is listed above with each facility. The COUNTY is also interested in a method whereby inmates might be allowed to make the three, free local calls from anywhere in the jail including inside inmate housing areas. In addition, the system needs to be able to provide two additional free local telephone calls if the inmate is identified by staff to be a custodial parent with responsibility for a minor child (per 851.5 (c)PC). The CONTRACTOR will be required to provide these two additional calls at no cost to the COUNTY.

## **6. Prepaid Call System**

The telephone system must provide a prepaid calling card type function. The telephone system must be integrated with the COUNTY's existing Jail Inmate Management System (JIMS). PIN numbers must be automatically generated at time of booking and automatically deactivated when the inmate is released from custody. Once a PIN is issued to an inmate, the system shall not allow a second PIN to be issued without automatically deactivating the current PIN. All deactivated account information and conversations shall be stored for (3) three years and archived for an additional (1) one year.

- a. The CONTRACTOR must submit a detailed explanation of the design and features of the suggested prepaid calling system.
- b. The CONTRACTOR will be required to enter into an agreement with the Sheriff's current commissary vendor; current CONTRACTOR is Keefe Supply Corp., whereby the commissary vendor is paid a five percent fee for selling and distributing prepaid phone minutes to the inmates.
- c. Inmates are allowed to purchase a maximum of three, ten-dollar phone minutes at each of two, weekly commissary orders. A total of six, ten-dollar phone minutes may be purchased each week.

- d. The prepaid system shall be integrated between the facilities such that a prepaid phone minutes purchased in one facility may be used in any of the other correctional facility with no action required.
- e. The prepaid system shall be designed to allow inmates to query the system to determine remaining minutes. In addition, the system shall be designed to allow inmates to access instructions on how to obtain a refund on unused minutes upon release. The CONTRACTOR must mail a refund check within ten days of receipt of such request.
- f. The CONTRACTOR shall be responsible to ensure the prepaid calling system seamlessly adds the purchase time of all calls to the calling card. The CONTRACTOR will also be responsible for all cost associated with any technology, software or programming necessary to interface with the commissary vendor and the COUNTY's JIMS system. At the conclusion of the contract, any software or technology developed for the COUNTY JIMS Systems by the CONTRACTOR will become the property of the COUNTY.

#### **7. Call Management/Reporting Workstations**

The CONTRACTOR must provide a comprehensive call management/reporting system that can be easily controlled /accessed through a graphical user interface (GUI) workstation. The CONTRACTOR will provide the following number of workstations at each jail facility:

1. Southwest Detention Center – 2 workstations
2. Robert Presley Detention Center – 4 workstations
3. Larry D. Smith Correctional Facility – 2 workstations
4. Indio Jail – 2 workstations (1 additional workstation when ECDC is complete)
5. Blythe Jail – 1 workstation
6. Up to five additional workstations/printers are required at an off-site location to be determined by the County.

**7.1** The CONTRACTOR will provide all connectivity via a secured connection. Additional workstations may be added or deleted at any location within the COUNTY as needs arise at no cost to the COUNTY.

- a. The CONTRACTOR must submit a detailed explanation of the design and features of the suggested call management/reporting system.
- b. The workstations shall be networked/configured such that call management information entered at any workstation will be implemented at all other facilities. For example, if the Blythe Jail enters a number in the blocked call list, the number would also be blocked at all other facilities automatically.
- c. Call management/reporting workstations should minimally allow call blocking by telephone number and individual telephone on/off control both manually and by scheduling. The COUNTY is interested in a system that would allow inmate calls to be identified by inmate, or number(s) called, within a user-defined date range with minimal impact on staff workload.

- d. The call management/reporting workstations must also provide easy to use reporting tools to access call history and call detail. This information should be stored for a minimum three years and archived at least an additional one (1) year.

## **8. Call Monitoring/Recording System**

The CONTRACTOR must provide a call monitoring and recording system that records every call made by the system to include call connection information, except those phone calls that comply with Penal Code Section 636, and stores recorded calls for at least (3) three years and archived for an additional (1) one year.

- a. The CONTRACTOR must submit a detailed explanation of the features of the suggested call monitoring/ recording system.
- b. This system must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions. The system must be able to terminate a live, monitored call in real-time. The system must be able to exempt specific telephone numbers from monitoring or recording. The system must be capable of identifying specified telephone numbers as "do not record."
- c. The system must be configured/networked such that all recorded calls may be accessed from each of the workstations listed in the preceding section (six facilities plus optional off-site). For example, recorded inmate calls in Blythe can be accessed and recorded from a Riverside workstation.
- d. Each workstation must be equipped with hardware/software to allow the transfer of recorded inmate calls to a CD-ROM/DVD-R for later use by investigative agencies.
- e. The CONTRACTOR will bear the cost and burden of recovering lost data in the event the system fails. If a different company is used to retrieve the lost data, that company must be agreed upon by the COUNTY and CONTRACTOR.

## **9. Maintenance and Repairs**

The CONTRACTOR is responsible for all maintenance, software upgrades, and all repairs to inmate telephones and the inmate telephone system. A single point of contact with the primary COUNTY, via a toll-free telephone number, must be established by the CONTRACTOR for reporting all inmate telephone problems. This toll-free telephone number shall be available for reporting inmate telephone problems 24 hours per day, every day of the year.

- a. The CONTRACTOR must submit a detailed explanation of the maintenance/repair plan:
  1. The CONTRACTOR must conduct preventative maintenance on the entire inmate telephone system on a continual basis. The CONTRACTOR must submit an annual preventative maintenance schedule and submit a quarterly report detailing all the work which was done.
  2. Any act of vandalism, unauthorized use or system modifications, or machine break-ins discovered by the CONTRACTOR shall be reported immediately to the facility security personnel. The CONTRACTOR will cover any losses due to acts of vandalism and/or other loss at no cost to the COUNTY.

- b. The CONTRACTOR will provide prompt repair of inmate telephone problems; minimally meeting the following repair times:
1. Priority Level One - One of multiple phones in a housing unit not operational. Repair will be made by the end of the second business day. A business day is defined as a normal COUNTY of Riverside workday, as set forth in Riverside COUNTY Ordinance 440.
  2. Priority Level Two - One entire housing unit not operational or one intake phone not operational. Repair will be made within eight (8) hours.
  3. Priority Level Three - Multiple housing units not operational, multiple intake phones not operational or entire system failure. Technician on site and repairs commenced within four (4) hours.
- c. Inmate phone problems will be documented by the CONTRACTOR on an inmate phone trouble report form. The trouble report form will be supplied by the CONTRACTOR in a format agreed upon by the COUNTY. The repair times listed above are calculated from the date and time the problem is reported to the toll-free number. The CONTRACTOR will track and archive all trouble reports.
- d. CONTRACTOR must implement the trouble report form and toll-free number in conjunction with the initial phone system installation.
- e. CONTRACTOR failure to meet the repair deadlines set forth above shall result in a \$500.00 per phone per day penalty being imposed for every out of compliance trouble report.
- f. By the 15<sup>th</sup> of each month, the CONTRACTOR will provide the COUNTY contract administrator a reconciliation of all trouble reports for the preceding month.

#### **10. CONTRACTOR Employee Requirements**

- a. CONTRACTOR staff shall wear a uniform that clearly identifies the name of the company. Shorts may not be worn in any facility. The Sheriff's Department will provide identification cards that must be worn and clearly visible on their uniform shirt while in the facility. The COUNTY requires a security clearance of CONTRACTOR employees who need access inside a jail facility. The security clearance will be completed by Sheriff's staff at no charge to the CONTRACTOR. It is the CONTRACTOR responsibility to make their employees available to the Department for this security clearance investigation. CONTRACTOR employees who have not been cleared or fail the security clearance shall not be permitted inside a COUNTY correctional facility, or for any remote access to any of the computer equipment needed to operate the system. The average time for a complete background is approximately 6 – 8 weeks.
- b. It is the CONTRACTOR responsibility to notify the COUNTY within 24 hours if one of their employees, who had a security clearance, is no longer employed by the CONTRACTOR. CONTRACTOR employees will not be allowed inside a jail facility until the security clearance is completed.

**11. Training**

The CONTRACTOR will provide at least one training session on inmate telephone workstation features and usage at each jail within 30 days of contract execution and afterwards as required by the COUNTY at no cost to the COUNTY.

**12. Audit Reports**

- a. By the 25<sup>th</sup> of each month, the CONTRACTOR must provide a comprehensive report of inmate call activity for the month to the COUNTY contract administrator. This report will minimally include call frequency, call minutes, and call revenue/billable for the following call types, listed both by facility and cumulatively:

Local collect	InterLATA prepaid
Local prepaid	Interstate collect
IntraLATA collect	Interstate prepaid
IntraLATA prepaid	International prepaid
InterLATA collect	

- b. CONTRACTOR must also provide within one (1) month of the conclusion of each contract year, an annual usage call report consisting of a summary of the total activity as contained in the aggregate monthly audit report from the previous year. The CONTRACTOR must meet with the COUNTY when the report is presented to resolve any issue and service delivery from the previous year.
- c. Within 60 days of the completion of each contract year, the CONTRACTOR must provide an annual audit conducted by an independent agency at no cost to the COUNTY. The independent agency must be approved by the COUNTY. The COUNTY may request additional detail be included in the annual audit at any time during the contract, at no additional cost to the COUNTY. At a minimum, the annual audit must include the following:
1. All transactions being conducted at each facility.
  2. Usage vs. payment.
  3. All fees charged to incoming and outgoing users.
  4. All phones which have been reported for repair which will include:
    - a. How long the phone was inoperable.
    - b. Any penalty fees paid to the COUNTY.
    - c. When the phone was back in service.

**13. End of Contract**

At the end of the contract period, the CONTRACTOR will work with COUNTY staff to facilitate a smooth transition of uninterrupted inmate telephone service with a replacement company. Any phone wiring and related conduit and switches installed during the contract become the property of the COUNTY. CONTRACTOR equipment must be removed in such a manner as to allow existing telephone wiring to be reused.

14. CONTRACTOR will provide the COUNTY with a list of all blocked numbers in the system to allow transition of this data into a new system.

**15. COUNTY Responsibilities**

The Riverside COUNTY Sheriff's Department will assign a contract administrator for this contract. Upon contract execution, the contract administrator will be the COUNTY's primary contact point with the CONTRACTOR to resolve contract issues or coordinate service. The COUNTY will:

- a. Provide reasonable access and security for CONTRACTOR personnel while working in detention facilities.
- b. Conduct a security clearance on maintenance staff that requires access inside detention facilities.
- c. Provide appropriate space to house and secure equipment.
- d. Coordinate between CONTRACTOR and other COUNTY agencies.
- e. COUNTY understands and acknowledges that the CONTRACTOR enables the COUNTY to prevent monitoring and recording of private calls (*i.e.*, attorney client calls, clergy calls, or other calls as approved and implemented by COUNTY) and that the COUNTY is solely responsible for identifying, approving and disabling requests for private treatment".

**16. Implementation & Installation**

CONTRACTOR shall provide an Implementation Plan and Schedule within one day of the approval of the Agreement to the Sheriff Department.

- 1. Implementation Plan and Schedule must be completed in 60 days.
- 2. The installation will include a user testing and acceptance provision for the COUNTY.
- 3. Within the 60 day schedule, the Secure Call Platform (SCP) is to be successfully installed and operating.
- 4. CONTRACTOR shall coordinate with the current provider within two days of the approval of the Agreement and report to the Sheriff Department on all transition activities on a daily basis.
- 5. CONTRACTOR shall provide a minimum of three contact personnel that be reached at any time during the Implementation and set-up of the Secure Call Platform.
- 6. At the COUNTY discretion, any failure to provide this service may incur daily liquidated damages in the amount of \$6,848.00 (which approximates the County's loss in revenue) until fully functional. The liquidated damages shall be paid in addition to the MAG amount owed to the COUNTY.
- 7. The CONTRACTOR shall provide the name and identification information of the CONTRACTOR's employees within 24 hours of approval of the agreement to the Sheriff Department in order to run a security clearance.

**EXHIBIT B  
RATE TABLE**

**Year One**

Call Type	(A) Connect Chg.	(B) Total Calls	(C) Cost (A x B)	(D) Per Min. Chg.	(E) Total Minutes	(F) Cost (D x E)	(G) Total Cost (C + F)
Local (collect)	\$ -	51,728	\$0	\$0.16	211983	\$33,917	\$33,917
Local (prepaid) (.80 of collect)	\$ -	122,016	\$0	\$0.136	1,751,857	\$238,253	\$238,253
IntraLATA (collect)	\$ -	70,600	\$0	\$0.16	310,027	\$49,604	\$49,604
IntraLATA (prepaid) (.80 of collect)	\$ -	474,007	\$0	\$0.136	6,455,661	\$877,970	\$877,970
InterLATA (collect)	\$ -	21436	\$0	\$0.16	89,999	\$14,400	\$14,400
InterLATA (prepaid) (.80 of collect)	\$ -	107,320	\$0	\$0.136	1,189,707	\$161,800	\$161,800
Interstate (collect)	\$ -	782	\$0	\$0.25	8,979	\$2,245	\$2,245
Interstate (prepaid) (.80 of collect)	\$ -	22,338	\$0	\$0.20	219,618	\$43,924	\$43,924
		870,227			10237831		
<b>Total Cost for the Year (sum column G):</b>							
International / Mexico (prepaid)	\$ -	1437	\$0	\$0.5400	8073	\$4,359.42	\$4,359.42
International / Canada (prepaid)	\$ -	47	\$0	\$0.2500	463	\$115.75	\$115.75
International / other (prepaid)	\$ -	1214	\$0	\$0.5400	6902	\$3,727.08	\$3,727.08

**Year Two**

Call Type	(A) Connect Chg.	(B) Total Calls	(C) Cost (A x B)	(D) Per Min. Chg.	(E) Total Minutes	(F) Cost (D x E)	(G) Total Cost (C + F)
Local (collect)	\$ -	51,728	\$0	\$0.16	211983	\$33,917	\$33,917
Local (prepaid) (.80 of collect)	\$ -	122,016	\$0	\$0.136	1,751,857	\$238,253	\$238,253
IntraLATA (collect)	\$ -	70,600	\$0	\$0.16	310,027	\$49,604	\$49,604
IntraLATA (prepaid) (.80 of collect)	\$ -	474,007	\$0	\$0.136	6,455,661	\$877,970	\$877,970
InterLATA (collect)	\$ -	21436	\$0	\$0.16	89,999	\$14,400	\$14,400
InterLATA (prepaid) (.80 of collect)	\$ -	107,320	\$0	\$0.136	1,189,707	\$161,800	\$161,800
Interstate (collect)	\$ -	782	\$0	\$0.25	8,979	\$2,245	\$2,245
Interstate (prepaid) (.80 of collect)	\$ -	22,338	\$0	\$0.20	219,618	\$43,924	\$43,924
<b>Total Cost for the Year (sum column G):</b>		<b>870,227</b>			<b>10237831</b>		<b>\$1,422,112</b>
International / Mexico (prepaid)	\$ -	1437	\$0	\$0.5400	8073	\$4,359.42	\$4,359.42
International / Canada (prepaid)	\$ -	47	\$0	\$0.2500	463	\$115.75	\$115.75
International / other (prepaid)	\$ -	1214	\$0	\$0.5400	6902	\$3,727.08	\$3,727.08



**Year Three**

Call Type	(A) Connect Chg.	(B) Total Calls	(C) Cost (A x B)	(D) Per Min. Chg.	(E) Total Minutes	(F) Cost (D x E)	(G) Total Cost (C + F)	
Local (collect)	\$ -	51,728	\$0	\$0.16	211983	\$33,917	\$33,917	
Local (prepaid) (.80 of collect)	\$ -	122,016	\$0	\$0.136	1,751,857	\$238,253	\$238,253	
IntraLATA (collect)	\$ -	70,600	\$0	\$0.16	310,027	\$49,604	\$49,604	
IntraLATA (prepaid) (.80 of collect)	\$ -	474,007	\$0	\$0.136	6,455,661	\$877,970	\$877,970	
InterLATA (collect)	\$ -	21436	\$0	\$0.16	89,999	\$14,400	\$14,400	
InterLATA (prepaid) (.80 of collect)	\$ -	107,320	\$0	\$0.136	1,189,707	\$161,800	\$161,800	
Interstate (collect)	\$ -	782	\$0	\$0.25	8,979	\$2,245	\$2,245	
Interstate (prepaid) (.80 of collect)	\$ -	22,338	\$0	\$0.20	219,618	\$43,924	\$43,924	
		870,227			10237831			
<b>Total Cost for the Year (sum column G):</b>							<b>\$1,422,112</b>	
International / Mexico (prepaid)	\$ -	1437	\$0	\$0.5400	8073	\$4,359.42	\$4,359.42	
International / Canada (prepaid)	\$ -	47	\$0	\$0.2500	463	\$115.75	\$115.75	
International / other (prepaid)	\$ -	1214	\$0	\$0.5400	6902	\$3,727.08	\$3,727.08	

**Year Four**

Call Type	(A) Connect Chg.	(B) Total Calls	(C) Cost (A x B)	(D) Per Min. Chg.	(E) Total Minutes	(F) Cost (D x E)	(G) Total Cost (C + F)	
Local (collect)	\$ -	51,728	\$0	\$0.16	211983	\$33,917	\$33,917	
Local (prepaid) (.80 of collect)	\$ -	122,016	\$0	\$0.136	1,751,857	\$238,253	\$238,253	
IntraLATA (collect)	\$ -	70,600	\$0	\$0.16	310,027	\$49,604	\$49,604	
IntraLATA (prepaid) (.80 of collect)	\$ -	474,007	\$0	\$0.136	6,455,661	\$877,970	\$877,970	
InterLATA (collect)	\$ -	21436	\$0	\$0.16	89,999	\$14,400	\$14,400	
InterLATA (prepaid) (.80 of collect)	\$ -	107,320	\$0	\$0.136	1,189,707	\$161,800	\$161,800	
Interstate (collect)	\$ -	782	\$0	\$0.25	8,979	\$2,245	\$2,245	
Interstate (prepaid) (.80 of collect)	\$ -	22,338	\$0	\$0.20	219,618	\$43,924	\$43,924	
		870,227			10237831			
Total Cost for the Year (sum column G):							\$1,422,112	
International / Mexico (prepaid)	\$ -	1437	\$0	\$0.5400	8073	\$4,359.42	\$4,359.42	
International / Canada (prepaid)	\$ -	47	\$0	\$0.2500	463	\$115.75	\$115.75	
International / other (prepaid)	\$ -	1214	\$0	\$0.5400	6902	\$3,727.08	\$3,727.08	

**Year Five**

Call Type	(A) Connect Chg.	(B) Total Calls	(C) Cost (A x B)	(D) Per Min. Chg.	(E) Total Minutes	(F) Cost (D x E)	(G) Total Cost (C + F)
Local (collect)	\$ -	51,728	\$0	\$0.16	211983	\$33,917	\$33,917
Local (prepaid) (.80 of collect)	\$ -	122,016	\$0	\$0.136	1,751,857	\$238,253	\$238,253
IntraLATA (collect)	\$ -	70,600	\$0	\$0.16	310,027	\$49,604	\$49,604
IntraLATA (prepaid) (.80 of collect)	\$ -	474,007	\$0	\$0.136	6,455,661	\$877,970	\$877,970
InterLATA (collect)	\$ -	21436	\$0	\$0.16	89,999	\$14,400	\$14,400
InterLATA (prepaid) (.80 of collect)	\$ -	107,320	\$0	\$0.136	1,189,707	\$161,800	\$161,800
Interstate (collect)	\$ -	782	\$0	\$0.25	8,979	\$2,245	\$2,245
Interstate (prepaid) (.80 of collect)	\$ -	22,338	\$0	\$0.20	219,618	\$43,924	\$43,924
<b>Total Cost for the Year (sum column G):</b>		<b>870,227</b>			<b>10237831</b>		<b>\$1,422,112</b>
International / Mexico (prepaid)	\$ -	1437	\$0	\$0.5400	8073	\$4,359.42	\$4,359.42
International / Canada (prepaid)	\$ -	47	\$0	\$0.2500	463	\$115.75	\$115.75
International / other (prepaid)	\$ -	1214	\$0	\$0.5400	6902	\$3,727.08	\$3,727.08

**Notes: 1. All Rates for Year 1, 2, 3, 4, and 5 are fixed as listed in Exhibit B.**

**2. Rates in Exhibit B include the fee for Investigator Pro.**

**3. Voice mail commission is 50%. \$1.95 per each voice-mail.**

**4. A four percent (4%) per call surcharge ("Location Validation Fee") will be applied to the maximum call rate of all call types, before applicable taxes that may apply, to recover the cost of verifying the geographic location of the called party for security purposes pursuant to this Agreement. The Location Validation Fee will not be assessed on end users who are billed for services through their LECs. The Location Validation Fee is a tariffed fee and will be assessed regardless of the non-use of Location Based Services (LBS). The Location Validation Fee will not affect the MAG.**

**5. State Cost Recovery Fee Up to 5%**

- 6. Wireless Admin Fee Up to \$3.99 - optional service
- 7. Transaction Fee Credit/Debit Card by phone or website up to \$7.95 - optional service