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November 27, 2018

(sent via email)

ICSolutions, LLC
Attn: Mike Kennedy
2200 Danbury Street
San Antonio, TX 78217

Dear Mr. Kennedy,

As you are aware, the inmate telephone service agreement currently in place between ICSolutions and the Hampshire County Sheriff's Office (hereinafter referred to as Sheriff's Office) is due to expire on December 14, 2018. On behalf of the Sheriff's Office, Praeses hereby notifies ICSolutions of the Sheriff's Office's desire to extend the agreement at the same terms and conditions on a month to month basis. This is not notification to remove any equipment from the Sheriff's Office's facilities.

Please provide your acknowledgement and agreement for the month to month extension by signing below and returning a copy by email to andrew.burns@praeses.com. Your attention to this matter is greatly appreciated.

Sincerely,

Andrew Burns
National Accounts Manager

Read and Agreed to:

Inmate Calling Solutions

Cc: Ann Day

**HAMPSHIRE SHERIFF'S OFFICE
INMATE TELEPHONE SERVICE AGREEMENT**

ICSolutions, LLC d/b/a ICSolutions, with its principal place of business located at 2200 Danbury Street, San Antonio, Texas 78217 ("Contractor"), and Hampshire Sheriff's Office, with its principal place of business at 205 Rocky Hill Road, Northampton, MA 01060 ("Customer"), hereby agrees to execute this Inmate Telephone Service Agreement ("Agreement"), effective December 15, 2015 ("Effective Date").

1. AGREEMENT

- 1.1 Customer grants Contractor the exclusive right and privilege to install and operate all inmate telephones and related equipment at Customer's Facility detailed in **Attachment B – Facility Specifications** of this Agreement. Contractor shall, at no cost to Customer, provide all inside wiring for the inmate telephones and install the inmate telephones and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facility to complete, without limitation, free, collect, pre-paid and/or debit local, long distance, international calls and voicemail messages from the Facility pursuant to the terms set forth herein.

2. TERM

- 2.1 This Agreement shall commence upon the Effective Date shown above and remain in force for an initial term of 3 years, with an expiration date of December 14, 2018 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. However, Customer, at its sole option, shall have the right to renew this Agreement for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12-months), with 30 days written notice to Contractor prior to expiration of the Initial Term or renewal term of this Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

3. CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor shall agree to all terms and conditions set forth in this Agreement, and Contractor shall agree to the specifications, including but not limited to, the features and functionalities of the Inmate Telephone System ("ITS") listed in **Attachment A – Contractor Responsibilities & ITS Features and Functionalities**. If Customer designates an agent to act on Customer's behalf ("Designated Agent"), Contractor shall follow the Customer's direction in working with such Designated Agent.

4. SURETY BOND

- 4.1 Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the Commonwealth of Massachusetts, a Cashier's Check, or Irrevocable Letter of Credit payable to Customer within 10 calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to Customer in the amount of \$20,000.00 and will be retained during the full period of the Agreement and/or renewal term(s). Personal or company checks are not acceptable. The Agreement name and/or dates of performance must be specified on the Surety Bond. In the event that the Customer exercises its option to extend the Agreement for an additional period, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

5. MINIMUM ANNUAL GUARANTEE

- 5.1 Contractor shall pay Customer a Minimum Annual Guarantee ("MAG") in the amount of \$170,000.00 for each year of this Agreement. If the total commissions paid to Customer for 12 consecutive months, beginning in the first month the first call was placed via the ITS, are less than the MAG, the difference shall be due to Customer or its Designated Agent on or before the 20th day of the month following the 12th month of the applicable Agreement year. Any amount(s) due to Customer under the MAG shall be calculated by adding the monthly commission paid to Customer for the traffic month of the current Agreement year and subtracting from the MAG.

6. FINANCIAL INCENTIVE

- 6.1 Contractor shall remit to Customer a one-time Financial Incentive of \$25,000.00 within 10-days of the date of execution of this Agreement by wire transfer. Late charges (as outlined in **Section 11 – Payment and Reporting**) shall apply to this one-time Financial Incentive should Contractor fail to remit payment to Customer and/or its Designated Agent within 10 days of the date of execution.

7. COMPENSATION AND REPORTING

- 7.1 Contractor shall pay Customer **78.1%** commission on all Gross Revenue generated by and through the ITS which consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, pre-paid and debit local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate, international calls) voicemail messages, additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
- 7.2 Contractor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments, or any other Contractor expenses.
- 7.3 Contractor shall pay Customer **50.00%** commission on all Gross Revenue (as defined above) for each completed voicemail message.
- 7.4 Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid accounts) for inmate telephone calls and voicemail messages to the Facility must be approved by Customer prior to implementation. The Customer and Contractor shall mutually agree upon the method for compensation associated with the additional charges/fees due to Customer.
- 7.4.1 Any additional charges/fees implemented without Customer's express written consent shall incur a fine of \$350.00 per day from the date the additional charges/fees were first implemented through the date the charges/fees were discontinued.
- 7.4.2 Should Customer and Contractor mutually agree that the charges/fees are to remain, Customer and Contractor shall mutually agree upon a compensation structure which will follow **Section 11 - Payment and Reporting**.
- 7.4.3 Should Customer and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund, within 10 days, each called party and/or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued. If Contractor is unable to refund each called party or inmate for the unapproved charges/fees, Contractor shall remit such unapproved charges/fees directly to Customer. Contractor shall provide Customer with a detailed report of all unapproved charges/fees identified which were refunded and which were remitted directly to Customer.
- 7.5 Customer shall promptly notify Contractor of any unapproved additional fees and/or charges of which Customer becomes aware of and shall provide Contractor with an invoice for the total fine due, for which Contractor shall remit payment to Customer within 30 days.
- 7.6 Customer and Contractor shall mutually agree whether or not the charges/fees are to remain.
- 7.7 Notwithstanding the foregoing, Gross Revenue does not include:

- 7.7.1 Pre-Paid Funding Fee. Pre-paid funding fees are defined as fees imposed on called parties who set up and/or fund a pre-paid account with the Contractor (directly or via IVR, Web or third party) to accept calls or transmit voicemail messages. The pre-paid funding fee shall not be applied on a per-call basis. All pre-paid account fees must be approved by the Customer and are subject to the penalty defined in **Section 7.4** if not approved by the Customer in advance. The amount of the funding fee approved by Customer is specified in **Attachment C – Calling Rates and Fees**.
- 7.7.2 Required regulatory charges and taxes that are intended to be paid by the called or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 7.7.3 A “Free” call shall be defined as a call not generating any revenue for the Contractor. Calls to telephone numbers that appear on the free call list supplied by the Customer shall not generate revenue for Contractor and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as “Free” in the ITS and designated as such in the Call Detail Records. In the event Contractor receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Customer. Revenue that would have otherwise been generated by unauthorized free calls shall be included in Gross Revenue and commissionable to Customer in accordance with **Section 11 – Payment and Reporting**. Customer reserves the right to enter a free number in the ITS as deemed appropriate by Customer and without the assistance of Contractor.
- 7.7.4 Complimentary calls associated with Contractor’s pre-paid collect program are not commissioned and shall be limited to one call per unique number per month. Complimentary calls shall be designated as such in the Call Detail Records.
- 7.8 A call is deemed to be complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail etc. as acceptance). The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.
- 7.9 A voicemail message is deemed to be complete, and considered part of Gross Revenue (as described above), when an end-user transmits a message for inmate retrieval. The voicemail shall be commissionable regardless of if the inmate retrieves the voicemail or not.
- 7.10 Contractor is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid, voice messages, and any other calls or services provided.
- 7.11 It is expressly understood that Customer is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Contractor's services.
- 7.12 Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by Customer. Commission shall be due when Customer purchases the pre-paid cards and payable under **Section 11 - Payment and Reporting**. Customer may order pre-paid cards in any denomination.
- 7.12.1 Contractor shall invoice Customer for the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
- 7.12.2 Should Customer cancel the pre-paid card services at the Facility, Contractor shall deactivate and refund to Customer the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.

- 7.12.3 Contractor may, upon request from Customer, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider.
- 7.12.4 Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
- 7.13 Commission for debit calls shall be based upon total Gross Revenues, as defined above, generated from debit call purchase or usage and is payable under **Section 11 – Payment and Reporting**. By the 5th business day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the Customer and/or its Designated Agent for the full amount of debit purchased or used (less any issued refunds) for the prior traffic month.
- 7.14 Contractor agrees that Customer will not bear any responsibility, nor shall monies be deducted from Gross Revenue and Customer's commissions, for unbillable, uncollectible or fraudulent calls and/or voicemails.
- 7.15 All commissions are payable as identified in **Section 11 - Payment and Reporting**.
- 7.16 Contractor shall implement a collect call threshold minimum of \$75.00 per each unique telephone number per month. Contractor shall not alter the collect threshold policy as described herein without Customer's express written consent.

8. PUBLIC PAY TELEPHONE

- 8.1 Contractor shall furnish, install and maintain, at no cost to the Customer, 1 public pay telephone in the lobby of the Facility specified in **Attachment B – Facility Specifications**, for use by the general public. Contractor shall pay Customer a flat monthly commission amount and shall charge calling rates for the public pay telephone as specified in **Attachment C – Calling Rates and Fees**. The flat commission payment and reporting requirement due to the Customer for the public telephone shall follow **Section 11 – Payment and Reporting**. Gross Revenue shall include all local, intralata/intrastate, interlata/intrastate, intralata/interstate, interlata/interstate and international collect, credit card and coin revenue.

9. RATES

- 9.1 Both parties have mutually agreed upon the rates and fees for inmate telephone calls and voicemail messages as detailed in **Attachment C – Calling Rates and Fees**. Calling rates and fees shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the called party or inmate, excluding taxes and regulatory charges. Any and all charges and/or fees for all local, long distance and/or international collect, pre-paid collect, pre-paid cards and debit calls and voicemail messages are identified in **Attachment C – Calling Rates and Fees**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement. Calling rates must be in compliance with Massachusetts laws and all applicable state and federal regulations.
- 9.2 Before any new calling rate or fee increases or decreases are implemented, Contractor shall submit a written request to receive Customer's approval. Customer shall provide written notice of approval or disapproval.
- 9.2.1 Should Contractor decrease the calling rates and/or fees without the express written approval of Customer, the Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 9.2.2 Should Contractor increase the calling rates and/or fees without the express written approval of Customer, Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rate and/or fee. Contractor must also issue refunds to all overcharged end users or inmates

within 5 business days; a list of issued credits must be provided to Customer and/or its Designated Agent within 10 business days of the date the credits were issued. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to Customer as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls and/or voicemails. No commission refund shall be due from Customer to Contractor for unapproved rate and/or fee increases.

- 9.3 For any calling rate and/or fee increases or decreases, Customer and Contractor shall mutually agree upon any adjustments to the commission percentage.
- 9.3.1 Rate and/or fee adjustments requested by Customer shall be implemented by Contractor within 10 calendar days of receiving Customer's written request, subject to regulatory approval.
- 9.3.2 Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS ("Duration Rounding"). For calls where the duration is at least 1-60 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.
- 9.4 During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
- 9.5 Contractor shall rate calls to all U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The calling rates for both Domestic International and International are specified in **Attachment C – Calling Rates and Fees**.

10. CONTRACTOR RETENTION OF ACCOUNT INFORMATION

- 10.1 For the purpose of aiding in investigations, Contractor must retain information pertaining to an end-user's pre-paid collect, direct bill and similar account(s) for a period of 2 years after the expiration/termination of this Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

11. PAYMENT AND REPORTING

- 11.1 Payments, traffic detail reports, billing files, miscellaneous charges/fees and monthly raw Call Detail Records ("CDRs") due to Customer or its Designated Agent hereunder shall be made by Contractor no later than the 20th day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent electronically in exploitable format to Customer or its Designated Agent.
- 11.2 The traffic detail report for inmate telephone calls and voicemail messages shall include a detailed breakdown of all traffic, including but not limited to, all collect, pre-paid and debit calls and voicemails for each inmate telephone at the Facility.
- 11.2.1 Facility Name;
 - 11.2.2 Facility Identification Number/Site Identification Number;
 - 11.2.3 Facility Address, Street, City, State, and Zip;
 - 11.2.4 Automatic Number Identifier ("ANI");
 - 11.2.5 Inmate Telephone Station Port/Identifier;
 - 11.2.6 Inmate Telephone Location Name;
 - 11.2.7 Local Call, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
 - 11.2.8 Intralata/Intrastate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
 - 11.2.9 Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
 - 11.2.10 Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
 - 11.2.11 Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);
 - 11.2.12 International Calls, Minutes, Gross Revenue and Commission (Per Inmate Telephone);

- 11.2.13 Commission Rate (%);
- 11.2.14 Total Calls, Minutes, Revenue and Commission (Per Inmate Telephone);
- 11.2.15 Voicemails, Minutes, Gross Revenue and Commission; and
- 11.2.16 Traffic Period and Dates.

11.3 Contractor shall provide a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.

11.4 The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall contain, but shall not be limited to, the following fields:

- 11.4.1 Record ID;
- 11.4.2 Facility Name;
- 11.4.3 Facility ID;
- 11.4.4 From ANI;
- 11.4.5 To ANI;
- 11.4.6 Batch Number/ID;
- 11.4.7 Seconds;
- 11.4.8 Revenue Period;
- 11.4.9 Date (yymmdd);
- 11.4.10 Connect Time (hhmmss);
- 11.4.11 Billable Time (mmmmss);
- 11.4.12 Multiple Rate Indicator;
- 11.4.13 Personal Identification Number Digits;
- 11.4.14 Originating City;
- 11.4.15 Originating State;
- 11.4.16 Bill City;
- 11.4.17 Bill State;
- 11.4.18 Rounded Bill Time Indicator;
- 11.4.19 Bill Number;
- 11.4.20 LATA ID;
- 11.4.21 Settlement Code;
- 11.4.22 Message Type;
- 11.4.23 Charge Amount;
- 11.4.24 Additional Fees and Line Surcharges;
- 11.4.25 Specialized Calling Indicator;
- 11.4.26 Validation Indicator;
- 11.4.27 Tax Exempt Indicator;
- 11.4.28 Rate Period; and
- 11.4.29 Rate Class.

11.5 Contractor shall provide a report detailing all miscellaneous charges/fees applied to collect, pre-paid, direct bill calls and accounts associated with calls and voicemail messages completed and or transmitted to the Facility. The report shall include the following fields:

- 11.5.1 Facility ID;
- 11.5.2 Customer / Account ID;
- 11.5.3 Date;
- 11.5.4 From ANI;
- 11.5.5 To ANI;
- 11.5.6 Billed ANI;
- 11.5.7 Bill Type;

11.5.8 Fee Type; and

11.5.9 Fee Amount.

11.6 The raw CDRs shall contain all calls (both attempted and completed), including all inbound voicemail messages as well as voicemail message retrievals, which originate from the Facility for each day and each time of day for the period for which said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these CDRs shall be accompanied by a complete file map and a complete file legend. The raw CDRs shall contain, but shall not be limited to, the following fields:

11.6.1 Facility Name;

11.6.2 Facility ID;

11.6.3 From ANI;

11.6.4 To ANI;

11.6.5 Batch Number / ID;

11.6.6 From City;

11.6.7 From State;

11.6.8 To City;

11.6.9 To State;

11.6.10 Station ID;

11.6.11 Phone Name or Location;

11.6.12 Inmate ID;

11.6.13 Personal Identification Number;

11.6.14 Pre-Paid Card ID;

11.6.15 Revenue Period;

11.6.16 Call Start (yymmdd; mmss);

11.6.17 Call End (yymmdd; mmss);

11.6.18 Seconds;

11.6.19 Call Type (e.g. local, etc.);

11.6.20 Bill Type (e.g. free, collect, etc.);

11.6.21 Cost;

11.6.22 Tax;

11.6.23 Validation Result;

11.6.24 Termination Reason;

11.6.25 LIDB Status; and

11.6.26 Completion Indicator.

11.7 The CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.

11.8 Commission discrepancies must be resolved by Contractor, and to Customer's reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of this Agreement at the sole discretion of the Customer. If Customer chooses not to terminate this Agreement, pursuant to the provisions of this section, any discrepancies not resolved within 30 days of receipt of notice from Customer, shall be resolved pursuant to **Section 23.5 – Dispute Resolution**.

11.9 Commission payments, traffic detail reports, billing files, miscellaneous charges/fees, CDRs and/or reports not containing the required fields and information identified in **Sections 11.2, 11.4, 11.5 and 11.6**, received by Customer and/or its Designated Agent after the due date will be subject to late charges and/or fines. The due date for all payments and accurate reporting is the 20th day of the month following the month of traffic.

11.9.1 Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.

11.9.2 Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 20th day of the month following the traffic month or for each report that does not contain all of the fields and information identified in Sections 11.2, 11.4, 11.5 and 11.6.

11.9.3 If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

11.10 Pursuant to the Federal Communications Commission's (FCC) 2013 Report and Order and Further Notice of Proposed Rulemaking (WC Docket No. 12-375, FCC 13-113), Section III(C) (2) (b) ("Site Commission Payments"), including footnote #203, Customer reserves the right to recoup from Contractor certain administrative and operational expenses ("Cost Reimbursement Payment") in connection with the provision of interstate and/or intrastate inmate telephone services (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by Contractor. Customer may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by Customer in association with ITS covered by the Cost Reimbursement Payment.

11.11 Customer does not require a Cost Reimbursement Payment upon execution of this Agreement. In the event Customer wishes to utilize its option to implement the Cost Reimbursement Payment, then, at Customer's request, Customer and Contractor shall negotiate in good faith an amendment to this Agreement reasonably acceptable to Customer to document Customer's-imposed Cost Reimbursement Payment. If Contractor and Customer are unable to mutually agree on such an Agreement amendment within 30 days of Customer's request, then Customer may terminate this Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another ITS provider.

11.12 Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of this Agreement, which change affects (a) the ITS rates permitted to be charged by Contractor to inmates under this Agreement; (b) the right of Customer to recover its ICS costs; or (c) the ability for Customer to require Contractor to pay to Customer site commissions, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at Customer's request, Contractor and Customer may negotiate in good faith an amendment to this Agreement reasonably acceptable to Customer that enables Customer to fully recover its ITS costs in a manner compliant with the change in the FCC's ITS rules or policies. If Contractor and Customer are unable to mutually agree on such an Agreement amendment within 30 days of the Customer's request, then Customer may terminate this Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another ITS provider.

12. RECONCILIATION

12.1 Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination of this Agreement, upon 10 business day's written notice, to examine and/or reconcile Contractor's information (records, data, compensation records) pertaining to this Agreement.

12.2 Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of this Agreement.

12.3 Customer reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Customer's sole choice.

12.4 Customer may also employ, at its cost and discretion, any Agent or subcontractor of its choosing in the performance of such reconciliations, subject to a written confidentiality agreement in a form approved by both parties. If a reconciliation reveals a shortage of more than 3% of a year's commission or other monies due, then the Contractor shall pay, in addition to the amount of the shortage, Customer's reasonable cost of the

reconciliation and interest on any monies due to Customer at the rate of the lower of 1.5% per month or the maximum rate allowed by law within 30 days after receipt of written notice for the same.

13. ASSIGNMENT AND MERGERS/ACQUISITIONS

13.1 The services to be performed under this Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to Customer and then only upon Contractor's receipt of Customer's written consent.

13.2 Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor. However, Customer may assign any and/or all of its rights and obligations hereunder without Contractor's written consent but upon Customer's written notice thereof to Contractor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

13.3 If subsequent to the execution of the Agreement, Contractor merges or is acquired by another entity, the following documents must be submitted to Customer:

13.3.1 Corporate resolutions prepared by Contractor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;

13.3.2 New Contractor's Federal Identification Number (FEIN) if applicable; and,

13.3.3 Other documentation requested by Customer.

13.4 Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.

14. INDEPENDENT CONTRACTOR

14.1 At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Customer. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Customer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

15. TERMINATION/DEFAULT

15.1 In the event Contractor fails to perform, keep and observe any of the terms or conditions of this Agreement, Customer shall give such defaulting party written notice of such default and in the event said default is not remedied to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer, at its sole discretion, may terminate this Agreement. Contractor shall adhere to the transition requirements outlined in **Attachment A – Section 3, Transition**.

15.2 This Agreement between Customer and Contractor may be terminated at any time, by Customer upon 90 days written notice from Customer to Contractor and without penalty. Upon termination, Contractor shall adhere to the transition requirements outlined in **Attachment A – Section 3, Transition**.

15.3 Should Contractor for any reason be unable to satisfy the requirements contained in the Agreement, Customer may, at its sole discretion, call for the Surety Bond due, in part or in full for non-performance, and/or as liquidated damages.

16. INDEMNIFICATION

- 16.1 Contractor shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened hereunder, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Contractor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (b) the operation of Contractor's business or the ITS; (c) any breach by Contractor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.
- 16.2 Customer agrees to provide Contractor with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by Contractor. Any such claims shall be defended by Contractor at its sole cost and expense with its exclusive discretion. Customer agrees to promptly advise Contractor of any proposed agreement to compromise or settle any claim and Contractor will have 10 days to respond.
- 16.3 In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, Contractor shall at its sole cost and expense (i) obtain the right for Customer to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, Customer may terminate this Agreement upon providing 60 days written notice to Contractor and Contractor shall be responsible for all of Customer's costs and expenses of whatever nature or kind in connection therewith.
- 16.4 These indemnities and remedies shall survive the expiration or other termination of the Agreement.

17. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

17.1 Limitation of Liability

- 17.1.1 Except as to claims brought by a third party against Customer that are covered by **Section 16 - Indemnification** of this Agreement, in no event shall Customer have any liability for indirect, incidental, special or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits arising out of or in any way related to any equipment, product, or service provided by Contractor, pursuant to this Agreement.

17.2 Disclaimer of Warranties

- 17.2.1 Contractor warrants and represents that the performance of its obligations under this Agreement will not violate any copyrights, patents or trade secrets of any other person or entity, and that said performance will not violate any agreement to which it is a party or by which it is bound.

18. INSURANCE REQUIREMENTS

- 18.1 During the term of this Agreement, Contractor, at its expense, agrees to carry and maintain the below minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the Commonwealth of Massachusetts and in a standard form approved by the Board of Insurance commissioners of the Commonwealth of Massachusetts. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Customer and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Contractor.
- 18.2 Contractor shall provide Customer with a 30 day advance written notice of cancellation or material changes in said insurance.
- 18.3 Annual renewals for the term of this policy shall be submitted prior to the expiration date of any policy.

18.4 Contractor shall provide Customer a Certificate of Insurance, an original ACORD certificate, evidencing required coverage described below, within 10 days of the Effective Date of this Agreement. Said certificate shall show Customer as an additional insured and shall include a waiver of subrogation:

18.4.1 Automobile Liability:

18.4.1.1 Bodily Injury (each person): \$250,000.00

18.4.1.2 Bodily Injury (each accident): \$500,000.00

18.4.2 General Liability (Including Contractual Liability):

18.4.2.1 Bodily Injury or Death (per person): \$500,000.00

18.4.2.2 Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

18.4.3 Excess Liability:

18.4.3.1 Umbrella Form: \$1,000,000.00

18.4.4 Worker's Compensation: Statutory

18.5 Customer agrees to provide Contractor with reasonable and timely notice on any claim, demand or cause of action made or brought against Customer arising out of or related to the services rendered by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

18.6 For any person or contractor with whom Contractor enters into a contract to provide the services defined in this Agreement, Contractor must:

18.6.1 Provide a certificate of coverage, for all persons providing the services defined in this Agreement, and prior to those persons beginning work on any project, showing coverage is being provided for the duration of this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Commonwealth of Massachusetts Labor Code.

18.6.2 Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period show on Contractor's current certificate of coverage ends during the duration of the project.

18.6.3 Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.

18.6.4 Notify Customer in writing by certified mail or personal delivery, within 10 business days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

19. DISCREPANCY

19.1 Should there be a discrepancy between this contract, the RFP and its Amendment, and the Contractor's RFP and Amendment response, resolution shall be achieved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower):

- This Agreement and any amendment or addenda;
- RFP and Amendment #1; and
- Contractor's final proposal.

20. SUBCONTRACTS

20.1 Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Contractor and Customer and to ensure that Customer is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.

21. FORCE MAJEURE

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

22. NOTICE

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

Hampshire Sheriff's Office
ATTN: Sheriff Robert J Garvey
205 Rocky Hill Road
Northampton, MA 01060

ICSolutions, LLC d/b/a ICSolutions
ATTN: Brendan Philbin
2200 Danbury Street
San Antonio, TX 78217

23. MISCELLANEOUS TERMS

23.1 Interpretation

23.1.1 This Agreement shall be interpreted under, and governed by, the Laws of the Commonwealth of Massachusetts. The parties hereto agree that any action relating to this Agreement shall be instituted in the Commonwealth of Massachusetts.

23.2 Severability

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

23.3 Entirety, Waiver, and Modification

23.3.1 This Agreement, together with any Attachment(s), Addenda and/or Exhibits(s), represents the entire understanding between Customer and Contractor (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

23.4 Confidentiality

23.4.1 The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already

known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

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

23.5 **Dispute Resolution**

23.5.1 **Resolution by Executives**

23.5.1.1 All disputes will first be submitted for resolution to a top executive of each Party. Each such executive shall have authority to bind the Party in all matters in connection herewith. Within 30 days of such submission, the executives will meet to resolve the dispute and may decide to hear additional arguments that a party may wish to make in connection therewith. If the executives reach agreement on the disposition of the dispute, they will promptly issue their joint written decision resolving the dispute. Any dispute dealt with in this manner will be considered conclusively resolved and may not be the subject of any arbitration or litigation between the Parties. Any dispute that cannot be promptly decided in this manner by the executives may be taken by the aggrieved party to arbitration as described below.

23.5.2 **Arbitration**

23.5.2.1 At the written request of either party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives but, in any event, will be concluded within 90 days of receipt of written request by the receiving party. If the parties agree, the representatives may utilize other alternate informal dispute resolution procedures such as mediation to assist in the negotiations. Discussion and any correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any arbitration or in any lawsuit or other proceeding resulting from the dispute, without the written concurrence of both parties. Documents identified in or provided with such correspondence, which are not prepared for the purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in any said arbitration, lawsuit or other proceeding.

23.5.2.2 If both parties agree, a dispute arising under this Agreement may be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be held in Northampton, MA as expeditiously as possible, but in no event more than 180 days after the panel of arbitrators has been selected.

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

Hampshire Sheriff's Office


Authorized Signature

Robert J. Garvey
Sheriff Robert J Garvey

Sheriff.
Title

11-30-15

Date:

ICSolutions, LLC d/b/a ICSolutions


Authorized Signature

BRENDAN PHILBIN
Brendan Philbin, VP of Business Development

VICE PRESIDENT
Title

11/20/15

Date:

ATTACHMENT A
CONTRACTOR RESPONSIBILITIES & ITS FEATURES AND FUNCTIONALITIES

1. GENERAL TERMS AND CONDITIONS

- 1.1 Contractor shall furnish, install and maintain inmate telephones for use by inmates at the Facility operated by Customer and shown in **Attachment B – Facility Specifications**. Contractor shall provide all telephone services to the inmates utilizing Contractor's ITS in accordance with those requirements and provisions set forth in this Agreement.
- 1.2 Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The Contractor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.3 Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and Customer to its employees and all subcontractors to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of Contractor's personnel involved. Customer may require, at Contractor's expense, drug testing of Contractor's personnel if no drug testing records exist or if such test results are older than 6 months.

2. INITIAL AND ONGOING INSTALLATION REQUIREMENTS

- 2.1 For each installation, Contractor shall submit an implementation plan that shall include an installation schedule. All installations must be completed within 60 days of the Effective Date of this Agreement. The implementation plan(s) is hereby incorporated into the Agreement as **Attachment E – Implementation Plan** and shall be followed.
 - 2.1.1 If any portion of the installation is not completed within the timeframe allowed in the agreed upon implementation plan, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. Contractor shall not incur liquidated damages if the cause of the delay is beyond Contractor's reasonable control.
 - 2.1.2 Should Contractor incur liquidated damages, Customer will invoice Contractor. Payment of the invoice shall be made to Customer within 30 days of Contractor's receipt of the invoice.
- 2.2 With the initial installation, Contractor shall install all new inmate telephones at the Facility.
- 2.3 Contractor shall be responsible for all costs associated with the ITS, which shall include, but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all telephones and units in good working order and in compliance with the equipment manufacturer's specifications.
- 2.4 Contractor's ITS shall not be configured to reside on or use Customer's network.
- 2.5 Contractor agrees to obtain Customer's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed or expanded Facilities.
- 2.6 Contractor shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications.
- 2.7 All telephone equipment shall be fully operational at the time of the initial installation.

- 2.8 The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in **Attachment B – Facility Specifications**. Placards containing instructions in English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
- 2.9 Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon Customer's request and at no cost.
- 2.10 Use of existing conduit, raceways, cable, wiring, switches and terminals within the Facility is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by Contractor becomes Customer's property upon termination and/or expiration of this Agreement.
- 2.11 Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial building and must be approved by the Facility. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 2.12 Throughout the term of this Agreement and any renewals, Customer may require additional inmate telephones and monitoring and recording equipment for the Facility, expansions and/or newly constructed Facilities. Contractor shall install any additional inmate telephones and monitoring and recording equipment, as needed, within 30 days of request and at no cost to Customer.
- 2.12.1 Failure by Contractor to install the requested number of additional inmate telephones and monitoring and recording equipment in any existing Facility, expansions and/or newly constructed Facilities within 30 days, Contractor shall incur liquidated damages in the amount of \$500.00 for each day beyond the 30 day installation date until the installation is complete. Contractor shall not incur liquidated damages if the cause of the delay is beyond Contractor's reasonable control.
- 2.12.2 Should Contractor incur liquidated damages, Customer will invoice Contractor. Payment of the invoice shall be made to Customer within 30 days of Contractor's receipt of the invoice.
- 2.13 Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all Contractor equipment related to the ITS.
- 2.14 All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptable Power Supply ("UPS") back-up power. A separate power supply shall not be required.
- 2.14.1 Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 2.15 Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise directed by Customer and/or Designated Agent.
- 2.16 Contractor shall clean up and remove all debris and packaging materials resulting from any work performed at the Facility. Unless otherwise specified by Customer, no equipment, inventory or spare parts shall be stored by Contractor at the Facility.
- 2.17 Contractor shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 2.18 Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to any wiring or cable work required from the demarcation throughout the Facility, at no cost to Customer. All Contractor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Contractor.

- 2.19 Upon completion of any/all installations, Contractor must provide Customer and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 2.20 Contractor shall provide written documentation indicating that all circuits have been tested, and that all cables, pairs, fiber strands, blocks, frames, and terminals are legibly marked after completion of each installation.
- 2.21 Contractor shall install/mount its equipment in accordance with Customer's requirements.

3. TRANSITION

- 3.1 Contractor shall work with Customer, and/or its Designated Agent, and the incumbent Contractor to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.
- 3.2 Upon expiration, termination, or cancellation of this Agreement, Contractor shall accept the direction of Customer to ensure inmate telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:
 - 3.2.1 Contractor agrees that all CDRs, call recordings, voicemail messages, documentation, reports, data, etc. contained in the ITS are the property of Customer. Customer acknowledges the ITS hardware and software are the property of Contractor.
 - 3.2.1.1 All CDRs, call recordings, voicemail messages, documentation, reports, data, etc. shall be provided to Customer on a storage medium and in a user-friendly, searchable and electronic format at no cost to Customer and within 15 days following the expiration and/or cancellation of this Agreement. Contractor shall accept Customer's reasonable decision whether the solution provided is acceptable.
- 3.3 Contractor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions shall be due and payable by Contractor to Customer at the percentage provided in this Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.
- 3.4 All inside wiring to the physical inmate telephones shall become the property of Customer at the conclusion of this Agreement. Contractor shall remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling/wiring associated with the ITS.

4. ITS AND USER APPLICATION SPECIFICATIONS

- 4.1 Contractor shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the system, including local, long distance and international calling.
- 4.2 The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit, speed dial and/or voicemail messages.
- 4.3 Contractor agrees to install and maintain the quantity of telephones, TDD units, portable phones and etc. required by Customer as outlined in **Attachment B – Facility Specifications**.
- 4.4 Contractor shall provide a sufficient number of ports, channels, etc. to ensure the inmates are allowed to place calls 99.9% of the time. Customer reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to Customer.

- 4.5 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephone sets installed must include volume control. Contractor shall accept Customer's reasonable decision regarding whether the reception quality is acceptable.
- 4.6 Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive call acceptance.
- 4.7 The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing and no voice from the called party.
- 4.8 The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 4.9 With each call, the ITS shall provide an automated message stating that:
 - 4.9.1 The call is coming from a correctional facility;
 - 4.9.2 The call is coming from a specific inmate; and
 - 4.9.3 The call may be monitored and recorded.
- 4.10 With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 4.11 The ITS shall be configured to allow the inmate to record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Customer requires no more than 2 seconds to be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 4.12 The ITS must offer the called party an option to receive a rate quote during the call acceptance process and at no cost to the called party. The ITS must repeat the options to the called party a minimum of 2 times during the initial call process.
- 4.13 The ITS shall process calls on a selective basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code and at the time the call is initiated. At Customer's request, Contractor agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.
- 4.14 Contractor shall subscribe to the LEC Line Information Screening Data Base ("LIDB"). Contractor shall query this database for each collect inmate call and process only those which do not have Billed Number Screening ("BNS"). Contractor must assume all responsibilities for the cost and the accuracy of validation.
- 4.15 The ITS shall provide a recorded message to the inmate detailing why a call was not completed. Customer reserves the right to request Contractor to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within 30 days of the request.
- 4.16 If requested by Customer, Contractor shall provide free local calls from the intake/booking inmate telephones at the Facility.
- 4.17 The ITS shall be configured to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator).

- 4.18 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call; however, the inmate shall be able to hear the progress on the called party side. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 4.19 The ITS shall be able to program a specific speed dial code to selected numbers as determined by Customer and at no cost to Customer and without the assistance of Contractor.
- 4.20 The ITS shall be capable of processing and completing international calling through a pre-paid method.
- 4.21 The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 4.21.1 Inmate Name (first, last);
 - 4.21.2 Inmate Personal Identification Number;
 - 4.21.3 Record Identifier;
 - 4.21.4 Date Range (start date/time and end date/time);
 - 4.21.5 Facility Name;
 - 4.21.6 Called Number;
 - 4.21.7 Originating Number;
 - 4.21.8 Station Port;
 - 4.21.9 Station Name;
 - 4.21.10 Call Type;
 - 4.21.11 Bill Type;
 - 4.21.12 Duration (minimum and maximum);
 - 4.21.13 Call Amount;
 - 4.21.14 Flagged Calls;
 - 4.21.15 Monitored Calls;
 - 4.21.16 Recording Type;
 - 4.21.17 Completion Type;
 - 4.21.18 Termination Type;
 - 4.21.19 Validation Result;
 - 4.21.20 Pre-Paid Card ID Number;
 - 4.21.21 Phone Group(s); and
 - 4.21.22 Custom Search.
- 4.22 The ITS user application shall allow CDR query result to be exported in a format selected by Customer (.csv, PDF, Microsoft Excel 2010 or greater, etc.).
- 4.23 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs:
- 4.23.1 Call/Voicemail Messages Statistics by Date Range;
 - 4.23.2 Frequently Called Numbers;
 - 4.23.3 Frequently Used Personal Identification Numbers;
 - 4.23.4 Commonly Called Numbers;
 - 4.23.5 Call Detail Report;
 - 4.23.6 Gross Revenue Report by Date Range;
 - 4.23.7 Facility Totals and Statistics;
 - 4.23.8 Called Party/Number Accepting Report;
 - 4.23.9 Fraud/Velocity Report;
 - 4.23.10 Total Calls/Voicemail Messages;
 - 4.23.11 Calling List (PAN) Report;
 - 4.23.12 Pre-Paid Card Report;
 - 4.23.13 Debit Usage Report;
 - 4.23.14 Debit Balance and Funding Report;

- 4.23.15 Pre-Paid Card Balance Report;
 - 4.23.16 Bill and Call Type Distribution;
 - 4.23.17 Phone Usage;
 - 4.23.18 Reverse Look-Up; and
 - 4.23.19 User Audit Trail.
- 4.24 The ITS user application shall allow Customer to export the reports in a format selected by Customer (.csv, PDF, Microsoft Excel 2010 or greater, etc.).
- 4.25 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and/or its Designated Agent and Contractor and at no cost to Customer.
- 4.26 The ITS user application shall at a minimum allow:
- 4.26.1 The creation, modification and deactivation of user accounts;
 - 4.26.2 The creation, modification and deactivation of inmate accounts;
 - 4.26.3 The creation and modification of telephone numbers in the ITS;
 - 4.26.4 Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones;
 - 4.26.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 4.26.6 Block/unblock telephone numbers without the assistance of Contractor; and
 - 4.26.7 Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 4.27 Contractor shall allow Customer to create, view and track service tickets associated with the ITS and/or Facility.
- 4.28 Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a maximum, be completed one time each day on each telephone.
- 4.29 Contractor shall comply with the Americans with Disabilities Act (“ADA”) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (“TDD”). Contractor shall provide the number of TDD telephones identified in **Attachment B – Facility Specifications** and shall be compatible with the ITS.
- 4.29.1 Contractor shall supply designated lines to be used by the TDD telephones. Completed calls will utilize a modem connection and Contractor shall provide third party software which shall transcribe the TDD call and be documented in the CDRs. The first 60 seconds of each call shall be free to allow for connection to the relay service which shall be provided by Contractor at no cost to Customer.
- 4.30 The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by Customer, shall be provided at no cost to Customer. Contractor shall accept Customer’s direction for how pro bono calling services are configured via the ITS.
- 4.31 Contractor shall have the capability to establish an informant line at no cost to Customer. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. If so requested by Customer, the destination for the informant line may be an automated voicemail box or an internal ITS speed dial/prompt. Playback of the informant calls shall be available via the ITS. Contractor shall accept Customer’s direction for how the informant line is configured through the ITS.
- 4.32 Contractor shall work with Customer on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
- 4.32.1 Route free calls via the ITS to a destination provided and designated by Customer which may be the same as that used for Customer’s informant line.

- 4.32.2 At no cost to Customer, provide a telephone line to Customer dedicated for the PREA calls to which the calls will be routed as free.

5. SECURITY FEATURES

5.1 The ITS shall prohibit:

- 5.1.1 Direct-dialed calls of any type;
- 5.1.2 Access to a live operator for any type of calls;
- 5.1.3 Access to "411" information service;
- 5.1.4 Access to 800, 866, 888, 877, 900, 911, and any other 800 and 900 type services; and
- 5.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

5.2 The ITS shall prevent call collision or conference calling among telephone stations.

5.3 The ITS must be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). Customer must be able to shut down the ITS via Contractor's web-based user application and/or by cut-off switches at several locations including, but not limited to:

- 5.3.1 At demarcation location;
- 5.3.2 Central control; and
- 5.3.3 By select housing units.

5.4 The ITS shall prevent all inmate telephones from receiving any incoming calls. Contractor shall work with the LECs to ensure such control.

5.5 Contractor shall ensure its customer service number is displayed on the called party's caller ID each time a call from the Facility is placed.

5.6 The ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation. Contractor shall exclude the duration associated with the pre-recorded announcements from the number of billable seconds to which the calling rate is applied.

5.7 The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such. If applicable, the ITS shall play a message to the inmate and/or the called party prior to terminating the call.

5.8 The ITS shall be capable of allowing the called party to block their telephone number during the call acceptance process.

5.9 The ITS shall have the capability to detect when a call has been answered.

5.10 The ITS shall be capable of denying certain telephone numbers from inmate dialing.

5.11 As specified by Customer, the ITS shall be capable of allowing calls to specific numbers at specified times during the day.

5.12 The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facility is specified in **Attachment B – Facility Specifications**.

5.13 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress in order to initiate another call.

6. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- 6.1 Customer shall utilize the Personal Identification Number ("PIN") application allowing inmates to use PINs to complete collect, pre-paid and debit, free, speed dial calls and retrieve voicemail messages via the ITS and include all of the following features and functionalities at the Facility:
 - 6.1.1 The ITS shall interface with Customer's Jail Management System ("JMS") and/or Commissary provider to allow inmate PINs to be automatically created, transferred, activated and deactivated in the ITS based on the inmate's status in the JMS. Customer shall not be responsible for paying any amounts associated with the required interface.
 - 6.1.2 Customer reserves the right to change its JMS provider. In the event that Customer makes a change in its JMS provider, Contractor shall work with the new JMS provider to establish the necessary interface to ensure Contractor will be able to meet the PIN requirements at no cost to Customer.
 - 6.1.3 The ITS shall be capable of accepting and storing the inmate's 9-digit Inmate ID and allowing the inmate to randomly generate a subsequent 4-digit unique identifier.
- 6.2 PINs shall be required for booking/intake telephones.
- 6.3 The PIN shall allow inmates to place calls from the Facility or group of inmate telephones located at the Facility.
- 6.4 Customer shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facilities.
- 6.5 The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.
- 6.6 Contractor agrees the inmate information from the Customer's JMS and/or Commissary provider will be available in the ITS within 15 minutes of Contractor's receipt of inmate information.
- 6.7 The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization.
- 6.8 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 6.9 The ITS shall be capable of storing a list of Personal Allowed Numbers ("PAN") associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each PIN. The quantity of approved telephone numbers within a PAN shall be configurable both universally and by PIN.
- 6.10 ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
- 6.11 ITS shall store the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
- 6.12 The ITS shall have a feature allowing auto-enrollment of PANs to avoid manual entry. Contractor's ITS shall accommodate specific timeframes (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

7. MONITORING AND RECORDING REQUIREMENTS

- 7.1 The ITS shall be capable of permitting full monitoring and recording of all inmate calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.

- 7.2 The ITS shall comprehensively record all calls at the Facility. At a minimum, the ITS shall allow designated users at the Facility to play back a recorded call in progress.
- 7.3 The ITS shall be capable of recording calls in a manner that allows designated users to isolate the inmate or the end-user side of the recording or playback as well as provide simultaneous playback of recorded calls as well as continuous audio recording of live conversations.
- 7.4 The ITS shall be capable of live monitoring which allows Customer to view, at a minimum, the following information in chronological order.
- 7.4.1 Call Start Time;
 - 7.4.2 Facility;
 - 7.4.3 Phone Location Name;
 - 7.4.4 Inmate Name;
 - 7.4.5 Inmate PIN;
 - 7.4.6 Called Number;
 - 7.4.7 Called City, State;
 - 7.4.8 Call Type;
 - 7.4.9 Bill Type;
 - 7.4.10 Call Status;
 - 7.4.11 Duration, and
 - 7.4.12 Voice Verification (if applicable).
- 7.5 All CDRs, including all attempted and completed calls and voicemails shall be stored online for the life of the contract and stored offline for a minimum period of 7 years following the expiration of this Agreement and any Addenda and/or Amendments.
- 7.6 All call recordings and voicemail messages shall be stored online for the life of the contract and offline for a period of 2 years following the expiration or termination of this Agreement and any Addenda and/or Amendments.
- 7.7 Contractor will be responsible for supplying all storage media (CDs, DVDs, flash drives, etc.) at no cost to Customer throughout the life of this Agreement and any renewal terms.
- 7.8 Contractor shall pay Customer liquidated damages in the amount of \$300.00 per each instance wherein Customer suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from Customer. Customer will invoice Contractor and payment shall be due within 30 days of Contractor's receipt of invoice.
- 7.9 The ITS shall be capable of allowing multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 7.10 Contractor provided workstations are not required; however, Contractor shall supply access to the ITS that is completely web-based and allows for real-time, anywhere, anytime access to the ITS and at no cost to Customer.
- 7.10.1 The provision of remote access shall allow Customer and/or its Designated Agent, access to the same features and functionalities, permitted by the user's level of access, available on a Contractor provided workstation.
 - 7.10.2 For the term of this Agreement, Customer shall have access to all CDRs from all remote access computers based upon user's access level.
- 7.11 ITS shall have the capability of automatically providing alerts for certain calling events and, at a minimum, allowing designated users to receive or be forwarded a live call to a specified destination. The ITS shall be able to alert investigators (cell phone, SMS text, email and etc.) and offer live monitoring of calls by tagging a specific

dialed number(s) or PIN(s). Monitoring shall require a security PIN and shall not be detectable by the inmate or the called party and the ITS should be able to allow multiple end-points to monitor ongoing conversations.

- 7.12 The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 7.13 The ITS shall be able to email and copy the recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 7.14 It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 7.15 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 7.16 ITS shall provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible by service center personnel and shall provide failure reports, service history and other diagnostics.

8. PRE-PAID / DEBIT APPLICATION

- 7.17 The pre-paid and debit application must include, but shall not be limited to, the following:
 - 8.1.1 The pre-paid and/or debit application shall work with the ITS provided.
 - 8.1.2 The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account by an inmate.
 - 8.1.3 The ITS shall provide the inmate with the balance of their pre-paid or debit account at the time of the call.
 - 8.1.4 The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
 - 8.1.5 The pre-paid and/or debit application shall allow international calls.
 - 8.1.6 Contractor shall configure pre-paid cards for use outside of the Facility.
- 8.2 The pre-paid and/or debit application shall interface with the Customer's current JMS and/or Commissary provider for ease of transferring money to and from the inmate's trust fund account to the inmate's ITS account. Debit funding and refunding shall be completed real-time. Customer shall not be responsible for any cost associated with the interface.
- 8.3 Contractor will follow Customer's direction regarding the configuration of any debit transfer limits and/or restrictions.
- 8.4 If Customer implements debit, Contractor shall provide a weekly debit purchase and refund report to Customer and/or its Designated Agent for the purpose of a debit reconciliation with the ITS. Customer requires the weekly debit transfer reports be sent electronically in an exploitable format (i.e. .csv or .xls) each Monday for the prior weeks' transactions. Customer reserves the right to request adjustments to the existing or new reports at any time. The weekly debit transfer reports shall include, without limitation, the following fields:
 - 8.4.1 Inmate Name (First, and Last);
 - 8.4.2 Inmate Identifier;
 - 8.4.3 Date and Time of Transaction;
 - 8.4.4 Amount of Transaction;
 - 8.4.5 Transaction Type/Description; and
 - 8.4.6 Transaction Identification Number.
- 8.5 Customer requires that Contractor issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated

by Contractor and the end-user requests to re-activate the account and receive calls from the Facility, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.

- 8.6 At the request of Customer, Contractor shall supply Customer with signage, brochures, flyers regarding Contractor's pre-paid program at no cost to Customer.

9. PERSONNEL SECURITY

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

10. TRAINING

- 10.1 Contractor shall provide onsite training to Customer's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be provided to Customer's staff at all training meetings and will become the property of Customer.

- 10.2 When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS.

11. SINGLE POINT OF CONTACT

- 11.1 Contractor shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Contractor shall provide Customer and its Designated Agent with contact information for the AE which shall include a toll-free telephone number, mobile number and email address for inmate telephone service issues.

12. ITS UPGRADES AND PERFORMANCE PROCESS

- 12.1 Contractor shall notify Customer, or its Designated Agent, with written notice and within 30 days of the introduction of any new software upgrades specific to the ITS and associated features that are currently installed at Customer's Facilities pursuant to this Agreement. Contractor shall upgrade the ITS with the new software versions and new hardware as required by Customer at no cost to Customer.

- 12.2 Contractor shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at Customer's Facility. Any deviation from this process may result in liquidated damages to Contractor. Such liquidated damages will be equal to \$300.00 per occurrence. Should Contractor incur liquidated damages, Customer will invoice Contractor. Payment of the invoice shall be made to Customer within 30 days of Contractor's receipt of the invoice.

- 12.3 Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to Customer. At a minimum the extensive testing shall include:

- 12.3.1 Extensive testing on a system identical to the existing system at the Facility;
- 12.3.2 Circuit testing;
- 12.3.3 Configuration/setting preservation testing;
- 12.3.4 Interfaces;
- 12.3.5 Call processing;
- 12.3.6 International calling; and
- 12.3.7 Debit/pre-paid card calling.

- 12.4 Contractor shall provide the Facility written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities of said changes.

- 12.5 Contractor shall receive written notification from Customer, or its Designated Agent, before scheduling or proceeding with any functionality changes to the ITS at the Facility, especially if the changes will cause an interruption in service.
- 12.6 Upon receiving Customer's approval, Contractor shall provide Customer with written details regarding and change to voice prompts or dialing procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facility.
- 12.7 Customer, at its option, shall have a minimum of 2 weeks to notify inmates at Customer's Facility of any ITS changes that are going to specifically affect the inmates.
- 12.8 Contractor shall work with the Facility to schedule the changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with Customer to implement the changes or upgrades to the ITS to avoid an interruption in service.
- 12.9 Contractor shall coordinate a technician to be on site the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 12.10 All said changes or upgrades shall be made by Contractor at no cost to Customer.

13. GENERAL MAINTENANCE

- 13.1 Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement. No charge shall be made to Customer for maintenance of the ITS.
- 13.2 Contractor shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.
- 13.3 Contractor shall maintain all cable related to the ITS, whether used or newly installed.
- 13.4 Repairs or replacements of nonworking or damaged equipment or software shall be started by a qualified technician within the timeframe specified in **Attachment D – Repair Response Time and Escalation** following notification of a service disruption, service request or ITS failure. Contractor must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Customer, and/or its Designated Agent, shall be notified of the technician's arrival onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. Contractor shall notify Customer any time a technician is dispatched to the Facility 24-hours prior to the technician's arrival.
- 13.5 A service disruption is classified as an emergency when more than 10% of a Facility's ITS (telephones, recording devices, etc.), and/or an entire housing unit's equipment within a Facility is not operational. In a service disruption situation, Contractor will respond within 1-hour of notification and the emergency trouble ticket will be resolved within 24-hours or less ("Cure Period"), to the point where less than 10% of the Facility is affected by the service disruption, or at least partial service is restored to an entire housing unit.
 - 13.5.1 Should Contractor not resolve a service disruption during the Cure Period, Customer may impose a fine, equivalent to the calculated Gross Revenue not generated for any non-working telephones stations for every day in which more than 10% of the Facility's ITS (telephones, recording devices, etc.), and/or entire housing unit's equipment within the Facility is not operational after the Cure Period has expired.
 - 13.5.2 Should Contractor fail to resolve the service disruption within the Cure Period, in addition to the fine detailed above, Contractor shall also incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$300.00 per 24-hour period past the Cure Period until the service disruption is resolved by Contractor. Customer shall submit an invoice to Contractor identifying the total amount due for the service interruption and Contractor shall remit payment to Customer within 30-days.

- 13.6 A complete list of contractors/subcontractors, managers, administrators, technicians, etc. shall be provided to Customer. This includes a complete list of business and cellular numbers; Contractor's management home and emergency telephone numbers must also be furnished.
- 13.7 Contractor shall schedule a recurring monthly preventative maintenance visit at the Facility identified on **Attachment B – Facility Specifications** to ensure the ITS equipment is in proper working order and to proactively address potential equipment repairs. During the monthly preventative maintenance visit, Contractor shall physically check each phone at the Facility to ensure its proper working condition. Any phones in need of repair will be repaired, if possible, during the visit.
- 13.8 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Contractor shall assume responsibility to repair any and all such damages. In addition, Contractor shall ensure that all inmate telephones are operable and maintained at an acceptable level.
- 13.9 All operation, maintenance and repair issues regarding the ITS service shall be reported by Contractor to Customer or its Designated Agent promptly.

14. ADDITIONAL TECHNOLOGY

14.1 Voicemail

- 14.1.1 Contractor shall provide Customer with its voicemail technology, at no cost to Customer, and as described herein in addition to the services provided by Contractor to Customer in this Agreement:

14.1.1.1 Voicemail shall be a one-way communication program allowing end-users to transmit a secure voice message for a select inmate. Each voice message shall be up to 30-seconds time in length and shall be recorded, stored and accessible via the ITS. Customer and Contractor shall mutually agree upon any adjustments to the length of the voice message.

14.1.1.2 Voice messages shall only be accessible by the Customer and inmate via the ITS. To record a voice message, end-users shall contact Contractor to create a pre-paid account if one does not already exist. End-users will be supplied a toll free number and shall be capable of leaving a message for the inmate based on the inmate's PIN. The ITS shall have the capability of notifying the inmate of the voicemail message and allowing the inmate to retrieve the voice message by inputting the inmate's PIN.

14.1.1.3 Customer may cancel Voicemail at any time during the term of this Agreement without penalty.

14.2 Hand-Held Cell Phone Detection

- 14.2.1 Contractor shall provide Customer with 2 portable cell phone detection units and related maintenance at no cost to Customer throughout this Agreement term and any renewal terms.

14.3 The Attendant Information Line

14.3.1 If requested by Customer, Contractor shall provide and maintain, at no cost to Customer, an automated information technology solution for providing end-users and inmates with automated information about the Facility, inmate release and court dates, visiting hours, bond inquiries, inmate location and etc. via an Interactive Voice Response ("IVR").

14.3.2 Contractor shall interface with the JMS to acquire the information to be provided to the end-users and inmate and at no cost to Customer.

14.4 Investigator PRO™

14.4.1 Contractor shall implement its initial voice verification using its Verifier Pre-Call Voice Verification program at no cost to Customer. Customer may choose to implement the option to upgrade to Investigator

Pro™ Continuous Voice Verification Technology. Should Customer elect to implement Investigator Pro™, Contractor shall negotiate in good faith and provide Customer with a cost quote for the implementation and ongoing provision of this technology. Once the cost quote is approved by Customer, Contractor shall provide Customer the Investigator Pro™ Continuous Voice Verification Technology through its third party provider, JLG Technologies, LLC. Should Customer elect to upgrade to Investigator PRO™ Continuous Voice Verification Technology, any associated fee(s) becomes part of Gross Revenue (as described above).

- 14.4.2 Investigator PRO™ shall integrate with the ITS at no additional cost to Customer and shall be accessible through the ITS user application.
- 14.4.3 Contractor shall provide Customer on-site assistance during, and immediately following, the enrollment process to ensure Investigator PRO™ is properly implemented.
- 14.4.4 Contractor agrees to provide maintenance to Investigator PRO™ in accordance with **Attachment A, Section 13 – General Maintenance**.
- 14.4.5 Customer reserves the right to discontinue the use of Investigator PRO™ at any time during the term of this Agreement without any penalty.

**ATTACHMENT B
FACILITY SPECIFICATIONS**

**Hampshire Sheriff's Office
205 Rocky Hill Road
Northampton, MA 01060**

FACILITY SPECIFICATIONS	
ADP:	267
Number of Beds:	275
Call Time Limit:	20 minutes
Hours of Availability for Inmate Telephones:	9:00 a.m. - 10:00 p.m. (24/7 for Booking)
# of PANs:	N/A
Inmate Telephones Required:	34
Required Telephone Cord Length (Inmate Telephones):	24"
Portable/Cordless Phones Required:	1
Workstations Required:	0
TDD Devices Required:	1
Public Pay Telephones:	1
Wolfhound-Lite Cell Phone Detectors	2

**ATTACHMENT C
CALLING RATES AND FEES**

CALL TYPE	COLLECT	PRE-PAID COLLECT	PRE-PAID CARDS/DEBIT	Commission %
	Per-Minute Rate	Per-Minute Rate	Per-Minute Rate	
Local	\$0.21	\$0.21	\$0.21	78.10%
Intralata/Intrastate	\$0.21	\$0.21	\$0.21	78.10%
Interlata/Intrastate	\$0.21	\$0.21	\$0.21	78.10%
Interlata/Interstate	\$0.21	\$0.21	\$0.21	78.10%
Domestic International (Puerto Rico, US Virgin Islands, etc.)	\$0.21	\$0.21	\$0.21	78.10%
International	N/A	N/A	\$0.50	78.10%

PUBLIC PAY TELEPHONE RATES		FLAT PAYMENT AMOUNT
	Per-Minute Rate	
Local	\$0.50 per 15-minutes	\$100.00/Month
Long Distance	\$0.21/minute	

Other Services		
Service Name	Fee Amount	Commission Amount
Voicemail Message Rate:	\$1.00	50.00%
Verifier Voice Biometrics:	\$0.00	\$0.00
Attendant Information Line:	\$0.00	\$0.00

Approved Fees	
Charge/Fee Name	Amount
Pre-Paid Funding Fee (IVR, live operator, online and etc.):	\$3.00
Pre-Paid Funding Fee (third-party vendors ex: USPS postal, Western Union and etc.):	\$0.00
All Other Fees:	Not Allowed

FINANCIAL INCENTIVE: \$25,000.00

MINIMUM ANNUAL GUARANTEE: \$170,000.00

**ATTACHMENT D
REPAIR RESPONSE TIME AND ESCALATION**

Priority Level 1	<ul style="list-style-type: none"> • Multiple Housing Units not operational • Multiple intake phones out of service • Entire System Failure 	Remote diagnostics and repair will begin within 1 hour
Priority Level 2	<ul style="list-style-type: none"> • One entire Housing Unit not Operational • One intake phone not working • Technical or Recording Failure • Recording Access Failure • Server Capacity Warning • Commissary Interface Failure 	Remote diagnostics will begin within 1 hour Repair will begin within 8 hours
Priority Level 3	<ul style="list-style-type: none"> • One of multiple phones in a Housing Unit Not Operational 	Repair will begin by the end of the 2nd Business Day

Escalation Level	Escalation Contact	Additional Notification
Initial Report	Help Desk Technician Open Ticket & Gather Information Toll free: 866-228-4031 Email: icssupport@icsolutions.com	None
Level One	Geoff Larkin Technical Support Supervisor Direct: 210-477-7335 Cell: 210-268-5663 email: glarkin@icsolutions.com	None
Level Two	George Langdin Technical Services Manager Direct: 210-477-7320 Cell: 408-460-1501 email: glangdin@icsolutions.com	Tom Hearn Regional Account Manager thearn@icsolutions.com Toll-free: 866-228-4040 Direct: 210-572-9555 Cell: 251-654-7746 Fax: 210-693-1016
Level Three	John Goetsch Vice President Technology Direct: 210-581-8105 Cell: 408-314-8072 email: jgoetsch@icsolutions.com	Tom Hearn Regional Account Manager thearn@icsolutions.com Toll-free: 866-228-4040 Direct: 210-572-9555 Cell: 251-654-7746 Fax: 210-693-1016
Level Four	Brendan Philbin Vice President Business Development Direct: 210-581-8102 Cell: 408-838-1157 email: bphilbin@icsolutions.com	Tom Hearn Regional Account Manager thearn@icsolutions.com Toll-free: 866-228-4040 Direct: 210-572-9555 Cell: 251-654-7746 Fax: 210-693-1016
Level Five	Tim McAteer President & General Manager Direct: 210-572-9570 Cell: 314-504-2254 email: tmcateer@icsolutions.com	Tom Hearn Regional Account Manager thearn@icsolutions.com Toll-free: 866-228-4040 Direct: 210-572-9555 Cell: 251-654-7746 Fax: 210-693-1016

**ATTACHMENT E
IMPLEMENTATION PLAN**

**HAMPSHIRE SHERIFF'S OFFICE
FIRST AMENDMENT TO THE INMATE TELEPHONE SERVICE AGREEMENT**

This First Amendment ("First Amendment") has an effective date of February 1, 2017 ("First Amendment Effective Date") between the Hampshire Sheriff's Office ("Customer") and Inmate Calling Solutions, LLC d/b/a ICSolutions ("Contractor").

WHEREAS, on December 1, 2015, Customer and Contractor entered into an Inmate Telephone Service Agreement ("Agreement") under which Contractor agreed to install and operate inmate telephones and related equipment at Customer's Facility.

WHEREAS, Customer and Contractor desire to amend the Agreement in accordance with the following:

- ✓1. **Section 8. PUBLIC PAY TELLEPHONE** is hereby deleted in its entirety, and replaced with the following:

Section 8. MONTHLY TECHNOLOGY PAYMENT

8.1 Contractor shall remit to Customer a flat Monthly Technology Payment in the amount of \$100.00. The Monthly Technology Payment shall be allocated by Customer for the purchase of Customer-owned technology. The monthly payment and reporting requirement due to Customer shall follow **Section 11 – Payment and Reporting**.

2. **Attachment B – Facility Specifications** is hereby deleted in its entirety and replaced with the following:

**ATTACHMENT B
FACILITY SPECIFICATIONS**

**Hampshire Sheriff's Office
205 Rocky Hill Road
Northampton, MA 01060**

FACILITY SPECIFICATIONS	
ADP:	267
Number of Beds:	275
Call Time Limit:	20 minutes
Hours of Availability for Inmate Telephones:	9:00 a.m. - 10:00 p.m. (24/7 for Booking)
# of PANs:	N/A
Inmate Telephones Required:	34
Required Telephone Cord Length (Inmate Telephones):	24"
Portable/Cordless Phones Required:	1
Workstations Required:	0
TDD Devices Required:	1
Wolfhound-Lite Cell Phone Detectors	2

CONFIDENTIAL – PROPRIETARY INFORMATION

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

3. Attachment C – Calling Rates and Fees is hereby deleted in its entirety and replaced with the following:

**ATTACHMENT C
CALLING RATES AND FEES**

CALL TYPE	COLLECT Per-Minute Rate	PRE-PAID COLLECT Per-Minute Rate	PRE-PAID CARDS/DEBIT Per-Minute Rate	COMMISSION %
Local	\$0.21	\$0.21	\$0.21	78.10%
Intralata/Intrastate	\$0.21	\$0.21	\$0.21	78.10%
Interlata/Intrastate	\$0.21	\$0.21	\$0.21	78.10%
Interlata/Interstate	\$0.21	\$0.21	\$0.21	78.10%
Domestic International (Puerto Rico, US Virgin Islands, etc.)	\$0.21	\$0.21	\$0.21	78.10%
International	N/A	N/A	\$0.50	78.10%

MONTHLY TECHNOLOGY PAYMENT	\$100.00
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Other Services		
Service Name	Fee Amount	Commission Amount
Voicemail Message Rate:	\$1.00	50.00%
Verifier Voice Biometrics:	\$0.00	\$0.00
Attendant Information Line:	\$0.00	\$0.00

Approved Fees	
Charge/Fee Name	Amount
Pre-Paid Funding Fee (IVR, live operator, online and etc.):	\$3.00
Pre-Paid Funding Fee (third-party vendors ex: USPS postal, Western Union and etc.):	\$0.00
All Other Fees:	Not Allowed

FINANCIAL INCENTIVE: \$25,000.00 (paid in full in December 2015)

MINIMUM ANNUAL GUARANTEE: \$170,000.00

4. Except as expressly modified by this First Amendment, the provisions and conditions of the original Agreement, including all Attachments, are unchanged and shall remain in full force and effect. The original Agreement, as expressly amended by this First Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

CONFIDENTIAL – PROPRIETARY INFORMATION

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

IN WITNESS WHEREOF, and intending to be bound as of this Second Amendment Effective Date, each of the Parties has caused this Second Amendment to be signed by its duly authorized representatives on the date(s) shown below:

HAMPSHIRE SHERIFF'S OFFICE

Maura Callahan
Authorized Signature

Maura Callahan
Typed or Printed Name

Asst. Deputy Superintendent
Title

2/7/17
Date:

INMATE CALLING SOLUTIONS, LLC

Brendan Philbin
Authorized Signature

BRENDAN PHILBIN
Typed or Printed Name

VICE PRESIDENT
Title

2/3/17
Date:

CONFIDENTIAL - PROPRIETARY INFORMATION

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.