

Lassen County Sheriff's Office
Request for Proposal
Inmate Telephone Services



John McGarva, Lieutenant
1415 Sheriff Cady Lane
Susanville, CA 96130

Proposal due May 22, 2019

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Profile	3
Schedule of Events	4
Proposal Assistance Information	5
Format of Proposal	6
Section I: Transmittal Letter	6
Section II: Overview	6
Section III: Management	8
Section IV: General Information	10
Section V: General Conditions	11
Section VI: System Requirements	21
Section VII: Cost	39
Section VIII: Identification of Subcontractors	39
Section IX: Model of Contract/Insurance	39
<u>ATTACHMENTS</u>	
Exhibit A County Contract	43
Exhibit B Facility Specifications	45
Exhibit C Calling Rates and Commission	47
Attachment I Insurance	48
Attachment II Scope of Work	51
Attachment III Terms and Condition	52
Attachment IV Professional Credentials	56
Attachment V Business Associate Addendum	57

PROPOSAL PURPOSE

The Lassen County Sheriff’s Office (“Lassen County”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced Vendors who can provide reliable, cost effective inmate telephone service solution which meets the requirements described in this RFP at the following facilities:

Lassen County Jail
1405 Sheriff Cady Lane
Susanville, CA 96130

Lassen County Juvenile Hall
1415B Chestnut Street
Susanville, CA 96130

Lassen County is seeking an experienced vendor to provide, install and maintain a turn-key inmate telephone system, recording and monitoring at the Jail and Juvenile Hall. Vendor shall provide telephone services to the inmates utilizing an inmate telephone system in accordance with the requirements and provisions set forth in this RFP.

COUNTY PROFILE

Lassen County was incorporated in 1864. Susanville serves as the county seat. The legislative body is a five member Board of Supervisors elected by district. A County Administrative Officer, appointed by the Board of Supervisors, administers County business.

Lassen County encompasses approximately 4,500 square miles. Agriculture, outdoor recreation, and plus 2 state prisons and a federal prison, are the County’s major economic contributors. The current estimate of population is 34,000. Susanville, the county seat, is the only incorporated city in the county.

JAIL PROFILE

The Lassen County Sheriff is responsible for operation of the jail. The county jail is a type II facility housing both pre-trial and sentenced inmates. The rated capacity of the county jail is 188.

Inmate Population - the average daily population is reflected for the past five years as follows:

2014--106
2015--88
2016--101
2017--95
2018--124

The jail currently houses inmates in both pod and dorm style units. The Special Housing Unit comprises two dorms housing female inmates, six lower pods with both single and double bunk

cells. The pods range from housing three (3) to seven (7) inmates. There is a mezzanine level comprising 20 double bunk cells and a large open dayroom comprising the length of the tier. Three large dormitories housing 32 inmates each make up the rest of the housing area of the facility.

JUVENILE HALL PROFILE

The Lassen County Chief Probation Officer is responsible for operation of the Juvenile Hall. The Juvenile Hall is located at 1415B Chestnut Street in Susanville, CA. It is foreseeable the facility will be staffed for an overall rated capacity of 10 juveniles. The facility is located approximately one-eighth of a mile from the Lassen County Jail. Admission and average daily population from 2014-2018 are listed in the following chart.

<u>YEAR</u>	<u>ADMISSIONS</u>	<u>ADP</u>
2014	133	11
2015	105	18
2016	62	5
2017	61	5
2018	N/A	4

Juvenile Hall is under a **separate contract** than the Lassen County Jail. The current RFP is a joint RFP resulting in **separate contracts** for the Jail and Juvenile Hall.

SCHEDULE OF EVENTS

Issuance of RFP	April 1, 2019
Tour of facilities	April 25, 2019
Q & A Closed	May 10, 2019
Proposals due	May 22, 2019
Vendor selection	15 to 30 days after the proposal due date (as determined by County)
Contract approval	15 to 30 days after vendor selection (as determined by County)
Services begin	90-120 days after contract approval (as determined by County) but no later than September 1, 2019.

PRE-PROPOSAL ASSISTANCE

Questions and County responses shall be posted to Lassen County's website at www.lassencounty.org and will be visible to all potential respondents. Questions must be e-mailed to jmgarva@co.lassen.ca.us and will be posted to www.lassencounty.org with the question and county response. This is to assure the question is interpreted correctly and the benefit of the response available to all potential respondents.

John McGarva will serve as the County's contact person for this project. Submit questions and inquiries in writing via e-mail no later than **5:00 p.m., May 10, 2019.**

If and when appropriate, an addendum to this solicitation will be published. Contractor is responsible to incorporate any addenda into their proposal.

Vendors interested in participating in the proposal process are advised not to contact members of the Lassen County Board of Supervisors or any other Lassen County employees.

PRE-PROPOSAL MEETING

Vendors interested in submitting a proposal should plan to attend a meeting to be held at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA on **April 25, 2019 at 10:00am**. This meeting will provide prospective respondents with an opportunity to tour both the Jail facility and Juvenile Hall including housing areas and to ask questions and receive more detailed explanations and information on issues of interest and concern. Attendance is **mandatory** to submit a proposal.

MANDATORY SITE EVALUATION

Lassen County requires Vendor attend the site evaluation on the date and time specified in the Schedule of Events. It is mandatory for vendor to attend the site evaluation to submit a proposal. Oral responses to questions during the site evaluations shall be considered non-binding on Lassen County. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing via email to jmgarva@co.lassen.ca.us.

SUBMITTAL OF PROPOSAL

One electronic proposal and five (5) printed copies to:

John McGarva, Lieutenant
Lassen County Sheriff's Office
1415 Sheriff Cady Lane
Susanville, CA 96130
jmgarva@co.lassen.ca.us

Each proposal must be signed by an official authorized to bind the Vendor to its provisions.

Lassen County is not liable for any costs incurred by any Vendor in preparation of their proposal in response to this Request for Proposal.

FORMAT OF PROPOSAL

Each proposal shall include the following:

Section I. TRANSMITTAL LETTER

This shall be a brief introductory letter providing the following information:

1. The full name and address of your firm and, if applicable, the branch offices or subordinate element that will perform or assist in performing the work hereunder.
2. Name, title, telephone number and email address of the contact person for the respondent.
3. Statement that the proposal is in response to this RFP.
4. Signature and typed name and title of the individual who is authorized to commit the respondent to the proposal.
5. Assurance of firm's ability to comply with County's model contract and insurance requirements as disclosed in Exhibit A.

Section II. OVERVIEW

Respondents should submit proposals which are clear, comprehensive and fully descriptive to enable the County to make a sound and objective evaluation of respective qualifications and capabilities and of respective services and methodologies, support systems, and commitments.

The Vendor shall be the sole supplier and/or coordinator of all inmate telephone services affecting the Lassen County Jail and, as such, shall have the authority and responsibility for the implementation, modification, and/or continuation of any and all telephone services for the Jail.

This portion of the proposal submission must address each of the items listed below:

1. Introduction
 - a. Company Profile:
 - i. Date organized to provide inmate telephone services.
 - ii. Corporate Experience:
 - iii. Number of years doing business

- iv. Number of years providing services in California
- v. Number of current operations/contract services
- vi. Organization Structure (include chart):
 - 1. Span of Control, levels of management
 - 2. Structure of national or local supervision
 - 3. Number of employees
- vii. Describe Current Contracts:
 - 1. Client
 - 2. Date of original contract
 - 3. Type/size
 - 4. Name of facility
 - 5. Contact person, phone number and address
- viii. Identify the three (3) most recently lost or terminated contracts
- ix. Legal:
 - 1. Description and disposition of any and all civil litigation involving the company, contractors and/or subcontractors pending or actual in any form, including all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished medical services during the past five years.
 - 2. Furnish the number of investigations per year, over the past five years, by any state, federal or local licensing agency and the results of said investigation(s). E.g. sustained or sustained allegations, and fines imposed, etc.
- x. Operating Procedures:
 - 1. Have effective written procedures; describe and provide example.
 - 2. Purchasing, by headquarters and/or at local level.
 - 3. Accounting approach plus degree of audit and cost analysis support for local level.
 - 4. Invoicing and payment, from headquarters or local level.
 - 5. Frequency of communications and visits to local sites.
- xi. Company achievements in providing Inmate Telephone services.
- xii. Portfolio listing contact information of references for vetting purposes.

SECTION III. MANAGEMENT

1. Vendor Information

1. In this section respondents shall discuss the following topics:
 - a. Documentation that Vendor is registered to do business in the State of California.
 - b. Documentation that all necessary requirements of the Public Service commission and the Federal Communications commission (“FCC”) are met.
 - c. A copy of its telecommunications service tariff for the State of California.
 - d. Vendor’s current annual report and its two (2) most recent Dun and Bradstreet (or similar) reports.
 - e. If Vendor has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated.
 - f. If Vendor is for sale or is considering an acquisition or merger in the next six (6) months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - g. A synopsis of any litigation(s) within the last five (5) years where Vendor or Vendor’s ITS is a party. Include venue, style of case and status of litigation.
 - h. The names and resumes of Vendor’s employees, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.
 - i. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the RFP and the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.
 - j. Vendor shall disclose, with percentages clearly shown, what work for the Facility(s) will be subcontracted and what work will be performed by Vendor employees.
 - k. The name, years of service, qualifications, addresses and telephone number(s) for the Vendor’s main point(s) of contact for the Facility(s).
 - l. The names, addresses, telephone numbers and distance from Facility(s) for the technicians who will be maintaining, servicing and performing work under the Agreement.
 - m. The number of technicians directly employed by Vendor as well as those which will be subcontracted for service at the Facility(s).
 - n. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS, VVS and kiosk solution applicable components.
 - o. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county or municipal government.
 - p. Vendor shall detail its Disaster Recovery Plan (“DRP”) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
 - q. Vendor 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 any applicable Lassen County laws, to the employees and all subcontractors to ensure the Facility(s) maintains a drug

free workplace. Lassen County reserves the right to require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than six (6) months.

2. Vendor References:

1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
2. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
3. Provide a list of entities who have notified Vendor of additional commissions owed within the last three (3) years and the status of resolution of those claims.
4. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
5. Provide three (3) client references for facilities where Vendor provides the equipment and services comparable to the requirements in their RFP. The references provided must be currently under contract with Vendor and have been operating under that contract for at least six (6) months. The references may be contacted at any time during the RFP process. Vendor shall ensure updated references and accurate contract information is provided.
6. Provide the following information for each reference: facility name, Facility address, contact name, contact title, telephone number and email address, average daily population ("ADP"), agreement effective date and number of inmate telephones.
7. Lassen County prefers the contact person provided for each of the references be the individual who utilizes Vendor's software application.

3. Vendor Customer Service

1. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
2. Describe procedure(s) for handling end-user complaints.
3. Indicate whether Vendor's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
4. If applicable, supply the hours of availability for a live customer service representative and location of the customer service call center.
5. Indicate the average on-hold time to reach a live representative

6. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

SECTION IV. GENERAL INFORMATION

1. Validation

1. State whether validation is performed real-time or by batch.
2. Specify the process for unblocking a phone number which was originally restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit (“Collect Call Threshold”).
3. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier (“LEC”).
4. Lassen County prefers the Collect Call Threshold be a monthly minimum of \$*** per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

2. Billing

1. Specify how collect calls are billed and the name and phone number of billing company.
2. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
3. Describe the process for collecting, rating sorting, distributing and billing of collect calls.
4. Describe any and all additional fees (including those from third parties) which may be charged to the end user’s telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.)
5. Provide the amount specific to each fee in Exhibit C-Calling Rates and Commissions
6. Describe all of the types of payment options available to the end-users (e.g. Visa, MasterCard/debit card, money order, etc.)
7. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction disclose fee, refund fee, etc.)
8. Specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.

9. Lassen County requires that upon the occurrence of any of the following: Agreement termination or expiration, six (6) months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with Lassen County's direction, to the end-user as appropriate and at no cost to Lassen County. Vendor shall provide the capability to reactivate inmate accounts at no cost to the inmate or Lassen County, for inmates that re-enter the Facility(s). Vendor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with the California's unclaimed property laws.
10. Vendor shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.
11. Describe Vendor's direct bill option.
12. Specify the minimum amount required on a pre-paid collect account to complete a call.
13. Vendor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facility(s).
14. Vendor shall describe in detail what happens when an inmate attempts to call to a pre-paid collect account that has insufficient funds.

3. Vendor Retention of Account Information

For the purpose of aiding in investigation, Vendor must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of three (3) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

V. GENERAL CONDITIONS

1. Scope

1. Lassen County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free and visitation sessions. Vendor shall install and operate inmate telephones and related equipment. Vendor shall without cost to Lassen County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility(s) to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls as well as visitation sessions from the Facility(s).

2. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or release), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
3. Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility(s).

2. Agreement Length

Lassen County intends to award a three (3) year agreement ("Initial Term") with the option to renew for two (2) additional one (1) year terms or on month-to-month basis. All terms and conditions, requirements and specifications of the agreement shall remain the same and apply during any renewal terms. The agreement shall not automatically renew.

3. Surety Bond

1. Within 10 calendar days after the award of the RFP/Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a surety Bond, Cashier's check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of California, and payable to Lassen County.
2. The Surety bond must be made payable to Lassen County in the amount of \$50,000.00 and will be retained during the full term of the agreement and any renewal terms. Personal or company checks are not acceptable. The agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.
3. In the event Lassen County exercises its option to renew the agreement for an additional term, Vendor shall be required to maintain the Surety bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the agreement renewal.

4. Compensation and Reporting

1. Vendor shall pay commission on all Gross Revenue generated by and through the proposed ITS and VVS. Gross revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of service pursuant to the RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, INTRAlata/INTRAsate, INTRAlata/INTERstate, InTERlata/InTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a

call/visit or added to the called party's bill or any other compensation received by Vendor.

2. Vendor shall pay commission on total gross Revenue (as defined above) before any deductions are made for unbillable calls/visits, bad debt, uncollectible calls/visits, fraudulent calls, LEC adjustments or any other Vendor expense.
3. Vendor shall specify any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility. All fees must be approved by Lassen County prior to implementation. Lassen County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to Lassen County.
4. Any charges/fees added to the called party's bill without the express written consent of Lassen County shall incur a fine of \$350.00 per day from the date the additional charge/fees were first added through the date the charges/fees were discontinued.
5. Lassen County shall notify Vendor of any unapproved additional fees, fee amounts and/or charges of which Lassen County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to Lassen County within 30 days.
6. Should Lassen County and Vendor mutually agree that the charges/fees will remain, Lassen County and Vendor shall mutually agree on a method for compensation.
7. Should Lassen County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
8. Notwithstanding the foregoing, Gross Revenue does not include:
9. Pre-paid Collect fee. A Pre-paid collect fee is defined as a fee imposed on called parties who set up and/or fund a pre-paid collect account with Vendor to accept calls. All Pre-paid collect fees must be approved by Lassen County and are subject to the penalty identified above if not approved by Lassen County in advance. Vendor shall specify these amounts.
10. Billing Statement Fee. A billing Statement Fee is defined as a fee tariffed by Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All billing Statement Fees must be approved by Lassen County and are subject to the penalty identified above if not approved by Lassen County in advance. Vendor shall specify these amounts.

11. A “Free” call shall be defined as a call not generating any revenue or compensation for the Vendor. Calls to telephone numbers that appear on the free call list supplied by Lassen County shall not generate revenue or compensation for Vendor and shall not be commissionable to Lassen County. Only those numbers designated by Lassen County 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 Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Lassen County. Lassen County reserves the right to enter a free number in the ITS as deemed appropriate by Lassen County and without the assistance of Vendor.
 - a. Unauthorized free calls which are completed by and through the ITS shall be considered part of Gross Revenue and commissionable to Lassen County.
12. Complimentary calls associated with Vendor’s pre-paid collect program are not commissioned. Vendor shall specify the duration of and the frequency between each complimentary calls are labeled in the call detail records.
13. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the 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 Vendor can bill or collect revenue on the call.
14. Vendor agrees that it 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 and any other calls or services provided.
15. Vendor may, upon request from Lassen County, 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, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor’s agreement with the commissary provider must address the requirements set forth in this section.
16. It is expressly understood the Lassen County is not responsible in any way, manner or form for any of Vendor’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 Vendor’s services.

17. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by Lassen County. Commission shall be due to Lassen County in the traffic month Lassen County placed the pre-paid card order and payable under Payment and Reporting.
 - a. Vendor shall invoice Lassen County the full amount of the pre-paid cards purchases within 15 days of receipt of the pre-paid cards.
 - b. Should Lassen County cancel the pre-paid card series at the Facility, Vendor shall deactivate and refund to Lassen County 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.
18. 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 Payment and Reporting.
19. On the 5th day of the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to Lassen County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
20. Vendor may, at its own option, include a financial incentive offer in addition to the commission proposal shown in Exhibit C-Calling Rates and Commission.
21. Vendor may, at its own option, include an up-front Minimum Annual Guarantee (“MAG”) payment to be specified in Exhibit C-Calling Rates and Commission.

4. Rate Requirements

1. Vendor must agree to provide the required calling rates specified in Exhibit C-Calling Rates and Commissions and must be in compliance with California laws and applicable regulations.
2. Before any new calling rate increases or decreases are implemented, Vendor must submit a written request to receive approval from Lassen County. Lassen County will respond in writing to Vendor’s request.
 - a. If Vendor decreases the calling rates without the written approval of Lassen County, Vendor shall be responsible for applying commission on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
 - b. If Vendor increases the calling rates without the express written approval of Lassen County, Vendor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Vendor must also issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to Lassen County as documentation. Lassen County will not issue a refund of commission paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the

required documentation, Vendor shall issue a payment to Lassen County as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls.

3. Vendor will implement any rate adjustments requested by Lassen County within 10 calendar days of said request, subject to regulatory approval.
4. Vendor 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 10 seconds, Vendor shall indicate as much in its response to the RFP.
5. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices ("Calling Rate Rounding").
6. For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call ("Mileage Rounding"). The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Vendor and the destination point. Indicate if Vendor utilizes a different formula for calculation purposes.
7. Should the number resulting from the formula be a fraction, Vendor shall round the fraction value to the next higher whole number.

5. Payment and Reporting

1. Vendor shall provide monthly commission payments and traffic detail reports to Lassen County on or before the 25th day of the month following the traffic month. Lassen County requests commission payments are sent via wire transfer. Lassen County requires the traffic detail reports be sent electronically in an exploitable format.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility:
 - a. Facility Name
 - b. Facility Identification Number/Site Identification Number;
 - c. Facility Address (Street, City, State and ZIP);
 - d. Automatic Number Identifier;

- e. Inmate Telephone Station Port/Identifier;
 - f. Inmate Telephone Location Name;
 - g. Local Call, Minutes, gross Revenue and Commission (per inmate telephone);
 - h. INTRAlata/INTRAsate Call, Minutes, Gross Revenue and commission (per inmate telephone);
 - i. INTERlata/INTRAsate Call, Minutes, Gross Revenue and commission (per inmate telephone);
 - j. INTRAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - k. INTERlata/INTERstate Calls, Minutes, Gross Revenue and commission (per inmate telephone);
 - l. International Calls, Minutes Gross Revenue and Commission (per inmate telephone);
 - m. Commission Rate (%);
 - n. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
 - o. Traffic Period and Dates
3. Vendor shall supply 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.
 4. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.
 5. Vendor shall provide monthly system platform Call Detail Records (“CDRs”) billing files and a miscellaneous charges/fees report to Lassen County no later than the 25th day of the month following the moth of traffic. The billing files shall also include all collect charges/fees report each month.
 6. 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 delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
 - a. Record ID;
 - b. Facility Name;
 - c. Facility ID;
 - d. From ANI;
 - e. To ANI;
 - f. Batch Number/ID;
 - g. Seconds;
 - h. Revenue Period;

- i. Date (yymmdd);
 - j. Connect Time (hhmmss);
 - k. Billable Time (mmmmss);
 - l. Multiple Rate Indicator;
 - m. Personal Identification Number digits;
 - n. Originating City;
 - o. Originating State;
 - p. Bill City;
 - q. Bill State;
 - r. Rounded Bill Time Indicator;
 - s. Bill Number;
 - t. LATA ID;
 - u. Settlement Code;
 - v. Message type;
 - w. Charge Amount,
 - x. Additional Fees and Line Surcharges;
 - y. Specialized Calling Indicator;
 - z. Validation Indicator;
 - aa. Tax Exempt Indicator;
 - bb. Rate Period; and
 - cc. Rate Class.
7. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
8. The miscellaneous charges/fees report shall contain, without limitation, the following information for all fees applied to calls from the Facility:
- a. Facility ID;
 - b. Date;
 - c. From ANI;
 - d. To ANI;
 - e. Fee type; and
 - f. Fee Amount
9. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals, which originate from the Facility(s) for each day and each time of the day for the period 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, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- a. Facility Name;

- b. Facility ID;
 - c. From ANI;
 - d. Batch Number/ID;
 - e. From city;
 - f. From State;
 - g. Station ID;
 - h. Phone Name or Location;
 - i. Inmate ID;
 - j. Personal Identification Number;
 - k. Pre-Paid Card ID;
 - l. Revenue Period;
 - m. Call Start (yymmdd; mmss);
 - n. Call End (yymmdd; mmss);
 - o. Seconds;
 - p. Call Type (e.g. local, etc.);
 - q. Bill Type (e.g. free, collect, etc);
 - r. Cost;
 - s. Tax;
 - t. Validation Result;
 - u. Termination Reason;
 - v. LIDB Status; and
 - w. Completion Indicator.
10. The system CDRs shall be stored in a minimum of three (3) locations to avoid a possibility of CDRs being lost.
11. Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released in the Exceptions addendum section of its response to this RFP.
12. Commission Discrepancies must be resolved by Vendor, and to Lassen County's reasonable satisfaction, within 30 days of receipt of discrepancy notification from Lassen County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of Lassen County. Lassen County further retains the right to pursue any other legal remedies it deems necessary.
13. Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by Lassen County after the date specified in Payment and Reporting are subject to late charges and/or fines.
- a. Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.
 - b. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month

or for each report that does not contain all of the fields and information identified above.

- c. 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.

6. Reconciliation

1. From the Effective Date of the Agreement and for a period of two (2) years after the termination of the Agreement, upon 10 business day's written notice, Lassen County shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining the Agreement.
2. Lassen County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commission 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 the Agreement.
3. Lassen County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Lassen County's sole choice.

7. Assignments and Mergers/Acquisition

1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to Lassen County and then only upon Vendor's receipt of Lassen County's written consent.
2. Upon receipt of Lassen County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Lassen County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon Lassen County's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer or all 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.
3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to Lassen County:
 - a. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - b. New Vendor's Federal Identification Number (FEIN) if applicable; and,
 - c. Other documentation requested by Lassen County.

8. Independent Contractor

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Lassen County to exercise control over the manner or method by which Vendor or its subcontractors perform under the Agreement.

VI. SYSTEM REQUIREMENTS

1. Standards

Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or Public Service commission regulations relating to inmate telephone service in correctional facilities. Vendor shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service though the term of an Agreement.

2. Installation Requirements

1. In its response to this RFP, Vendor shall submit an implementation plan, which shall include an installation schedule, for the Facility. Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
 - a. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - b. Should Vendor incur liquidated damages, Lassen County will invoice Vendor. Payment of the invoice shall be made to Lassen County within 30 day of Vendor's receipt of the invoice.
2. Vendor shall be responsible for all costs associated with the inmate telephone visitation system, 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 proposed telephone sin good working order and in compliance with the equipment manufacturer's specifications.
3. Vendor's ITS shall not be configured to reside on or use Lassen County's network.
4. Vendor agrees to obtain Lassen County'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 and/or expanded Facility.

5. Vendor shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
6. All telephone equipment provided shall be fully operational at the time of the initial installation.
7. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, and vandal and tamper resistant; the cord length for the inmate telephones is specified in Exhibit B-Facility Specifications. Placards containing dialing instructions in both 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.
8. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor upon Lassen County's request at no cost.
9. Use of existing conduit, raceways, cable wiring, switches and terminal within the Facility is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes Lassen County's property upon termination and/or expiration of the Agreement.
10. Vendor 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 meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
11. At no cost to Lassen County, Vendor shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. This includes a newly constructed or expanded Facility.
 - a. If the installation of the additional inmate telephones is not completed within 30 days, Vendor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - b. Should Vendor incur liquidated damages, Lassen County will invoice Vendor. Payment of the invoice shall be made to Lassen County within 30 days of Vendor's receipt of the invoice.
 - c. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS.
12. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power.

A separate power supply shall not be required. A power source will be available at the demarcation location.

- a. Vendor shall provide the UPS back-up power source to ensure there is no loss of recording or real time call data in the event of a power failure.
13. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by Lassen County.
14. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by Lassen County, no equipment, inventory or spare parts shall be stored by Vendor at the Facility.
15. Vendor shall correct any damage to Lassen County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
16. Vendor shall install, repair and maintain all vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation through the Facility. All Vendor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
17. Upon completion of the initial installation and any ongoing installations, Vendor shall provide Lassen County with a list of telephone numbers, equipment specifications and locations of each device/unit.
18. Vendor shall indicate any environmental conditions required for the proposed ITS; indicate whether Vendor proposes to make any changes to the phone room at the Facility based on the site evaluation.
19. Vendor must indicate the physical size of the ITS equipment to be installed at the Facility and provide a diagram or visual aid.
20. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
21. Vendor shall install/mount its equipment in accordance with Lassen County's requirements.

3. Transition

1. For the initial installation, Vendor will work with Lassen County and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Lassen County.
 - a. All phone installation locations must be approved by Lassen County.

2. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of Lassen County to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - a. Vendor acknowledges that CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of Lassen County. Lassen County acknowledges the ITS hardware and software are the property of Vendor.
 - i. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be provided to Lassen County by Vendor on a storage medium and in a user-friendly, searchable and electronic format at no cost to Lassen County within 15 days following the expiration and/or cancellation of the Agreement. Vendor shall accept Lassen County's reasonable decision whether the solution provided is acceptable.
 - b. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by Lassen County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Vendor to Lassen County at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.
3. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.
4. Upon expiration, termination or cancellation of the Agreement, all VVS equipment and wiring shall become property of Lassen County.

4. ITS and User Application Specifications

1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
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 and/or speed dial.
3. Vendor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by Lassen County as outlined in Exhibit B-Facility Specifications.
4. Vendor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time. Lassen County reserves the right to require Vendor to revise its configuration to a 1:1 (telephone to line, port, etc.) ration should the configuration installed by Vendor at no cost to Lassen County.

5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Vendor shall accept Lassen County's reasonable decision regarding whether the reception is acceptable.
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 acceptance.
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, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.
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. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
9. With each call, the ITS must provide an automated message to advise the called party that:
 - a. The call is coming from a correctional facility;
 - b. The call is coming from a specific inmate; and
 - c. The call may be monitored and recorded.
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.
11. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - a. The inmate may record a name each time a call is placed. Lassen County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - b. The inmate may 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. Lassen County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
 - c. No name is recorded. If Lassen County selects this options, the announcement to the called party should not include silence or an interruption where the name recording would normally be included.

12. Vendor shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
14. Vendor shall subscribe to the LEC Line Information Data Base (“LIDB”). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (“BNS”). Vendor must assume all responsibility for the cost and accuracy of validation.
15. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. Lassen County reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to Lassen County and within 30 days of the request.
16. The ITS shall allow free calls to select consulate telephone numbers as listed in Exhibit B-Facility Specifications.
17. Vendor shall provide information on any security configurations available within ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc).
18. Following the dialing sequence, Vendor shall indicate whether the ITS can be configured to:
 - a. Allow inmates to remain muted while still being able to hear the call progress (ex. Ringing on the line, voicemail pick-up, etc.);
 - b. Place the inmate on-hold and not permit the inmate to hear the call progress.
19. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
20. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by Lassen County and at no cost to Lassen County and without the assistance of the Vendor.
21. The ITS shall be capable of processing and completing international collect calls. Vendor must specify how international collect calls are processed and completed via the proposed ITS.

22. Vendor must specify its process for completing calls that would otherwise be blocked because of Competitive Local Exchange Carriers (“CLEC”), cell phones and unbillable issues. Vendor shall also identify the average percentage of calls that fail validation because of CLEC, cell phones and unbillable issues.
23. The ITS user application shall allow Lassen County to query the CDRs of inmate activities and calling patterns.
24. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - a. Inmate Name (First, Last);
 - b. Inmate Personal Identification Number;
 - c. Record Identified;
 - d. Date Range (Start Date/Time and End Date/Time);
 - e. Facility;
 - f. Called Number;
 - g. Originating Number;
 - h. Station Port;
 - i. Station Name;
 - j. Call Type;
 - k. Bill Type;
 - l. Duration (minimum and maximum);
 - m. Call Amount;
 - n. Flagged Calls;
 - o. Monitored Calls;
 - p. Recording Type;
 - q. Completion type;
 - r. Termination Type;
 - s. Validation Result;
 - t. Pre-Paid Card ID Number;
 - u. Phone Group(s); and
 - v. Custom Search.
25. The ITS user application shall allow CDR query results to be exported in a format selected by Lassen County (.csv, PDV, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
26. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - a. Call Statistics by Date Range;
 - b. Frequently Called Numbers;
 - c. Frequently Used Personal Identification Numbers;
 - d. Commonly Called Numbers;

- e. Call Detail Report
 - f. Gross Revenue Report by Date Range;
 - g. Facility Totals and Statistics;
 - h. Called Party/Number Accepting Report;
 - i. Fraud/Velocity Report;
 - j. Total Calls;
 - k. Calling List (PAN) Report
 - l. Pre-Paid Card Report
 - m. Debit Usage Report;
 - n. Debit Balance and Funding Report;
 - o. Bill and Call Type Distribution;
 - p. Phone Usage;
 - q. Reverse Look-Up; and
 - r. User Audit Trail.
27. The ITS shall have the capability to customize reports in a form mutually agreed upon by Lassen County and Vendor.
28. The ITS shall have the capability to customize reports in a form mutually agreed upon by Lassen County and Vendor.
29. Vendor's ITS user application shall at a minimum allow:
- a. The creation, modification and deactivation of user accounts;
 - b. The creation, modification and deactivation of inmate accounts;
 - c. The creation and modification of telephone numbers in the ITS;
 - d. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - e. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - f. Block/unblock telephone numbers without the assistance of Vendor; and,
 - g. 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.
30. Vendor shall indicate whether the ITS has the capability to allow Lassen County to create, view and track service tickets associated with the ITS or Facility.
31. Vendor 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").
- a. Vendor shall provide the number of TDD telephones and ports specified in Exhibit B-Facility Specifications.
 - b. Vendor must indicate how the TDD telephones work with the proposed ITS.

- c. Vendor shall provide detail on how TDD calls can be recorded and monitored via the ITS.
 - d. Vendor shall provide detail on how call controls configured in the ITS are preserved for calls placed via relay service (E.G. blocked telephone numbers, etc.).
 - e. Vendor shall indicate whether TDD calls can be billed. If so, Vendor shall provide detailed information on the billing process used for TDD calls.
32. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
33. 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 Lassen County, shall be provided at no cost to Lassen County. Vendor shall accept Lassen County's direction for how pro-bono calling services are configured via the ITS.
34. Vendor shall be able to establish an informant line at no cost to Lassen County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Lassen County. Vendor shall accept Lassen County's direction for how the informant line is configured through the ITS.
35. Vendor shall work with Lassen County to implement a reporting line which complies with the Prison Rape Elimination Act of 2003 (PREA). At a minimum, Vendor shall:
- a. Route free calls via the ITS to a destination provided and designated by Lassen County which may be the same as that used for the Lassen County informant line.
 - b. At no cost to Lassen County, provide a telephone line to Lassen County dedicated for PREA calls to which the calls will be routed as free.
 - c. ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously. Lassen County, at its sole discretion, may or may not choose to monitor and record PREA calls.

5. Security Features

1. The ITS shall prohibit:
 - a. Direct-dialed calls of any type;
 - b. Access to a live operator for any type of calls;
 - c. Access to "411" information services
 - d. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - e. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
2. The ITS shall prevent call collision or conference calling among telephone stations.

3. The ITS shall 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). Lassen County must be able to shut down the ITS via workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - a. At demarcation location;
 - b. Central Control; and
 - c. By select housing units.
4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.
5. Vendor shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facility(s) is placed (e.g. unknown number, Vendor's customer service number, B-4, ANI, etc.)
6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - a. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - b. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding ("RCF") calls. If Vendor's ITS is unable to detect RCF, provide the status of Vendor's research and development relative to the detection of RCF calls.
9. The ITS shall allow the called party to block their telephone number during the call acceptance process.
10. As specified by Lassen County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
11. 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 current call time limit for the Facility is specified in Exhibit B-Facility Specifications.

6. Personal Identification Number Application

1. The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - a. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - b. The capability to interface with the Facility’s Jail Management System (“JMS”). The JMS provider is Crimestar. It is the Vendor’s responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. Lassen County shall not be responsible for paying any amount associated with the required interface.
 - c. The capability to receive, accept and apply or strip alphanumeric characters in the inmates’ ID.
 - d. The capability of accommodating any of the following options for how PINs are received and/or generated by ITS:
 - i. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - ii. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - iii. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - iv. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 - v. The ITS accepts a manually entered PIN.
 - e. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released, etc.).
 - f. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
 - g. The ITS shall be capable of providing PINs in the ITS immediately upon booking.
 - h. The Facility(s) does not currently utilize PINs.
 - i. PINs shall not be required for booking/intake phone(s).
 - j. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facility or from any inmate telephone located at the Facility.
 - k. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.

1. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
 - m. The ITS shall be capable of deactivating a PIN upon an inmate's release and reactivating the same PIN if the inmate reenters the Facility at a future date.
 - n. ITS shall propose a possible solution to circumvent PIN trading such as voice-to-PIN combinations which may be addressed in Section 13: Additional Technology.
2. The ITS shall have the capability to store a list of Personal Allowed Number ("PAN") associated with each PIN. Lassen County may or may not choose to implement PANs.
 3. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - a. The quantity of approved telephone numbers within a PAN shall be configurable.
 - i. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - b. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modification sand/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
 - c. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
 - d. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
 - e. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.

7. Monitoring and Recording Requirements

1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facility unless there are restriction s that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
2. The ITS shall allow designated users at the Facility to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
3. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
4. The ITS shall provide simultaneous playback and continuous recording of calls.
5. Live monitoring shall allow Lassen County to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.

- a. Call Start Time;
 - b. Facility;
 - c. Phone Location Name;
 - d. Inmate Name;
 - e. Inmate PIN;
 - f. Called Number;
 - g. Called city, State;
 - h. Call Type;
 - i. Bill Type;
 - j. Call Status;
 - k. Duration.
6. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of one (1) year and stored offline for a minimum period of one (1) year following the expiration of the Agreement.
 - a. Vendor shall provide detailed information of its offline storage process.
7. All call recording shall be stored online for a minimum period of one (1) year following the expiration or termination of the Agreement and any Addenda and/or Amendments.
 - a. Vendor shall provide a detailed description of its proposed method for storing call recordings, to include information on Vendor's data redundancy practices.
 - b. Vendor shall provide detailed information of its proposed offline storage process.
8. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to Lassen County throughout the life of the Agreement and any renewal terms.
9. Vendor shall pay Lassen County liquidated damages in the amount of \$1,000.00 per each instance wherein Lassen County suffers one or more lost, unrecoverable or unusable recording(s). Lassen County agrees to notify Vendor of such instances and provide up to three (3) days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due within 30 days of Vendor's receipt of invoice.
10. Vendor shall provide remote access to the ITS at no cost to Lassen County.
 - a. The provision of remote access shall allow Lassen County, as well as other outside personnel who are authorized users, the same features and functionalities, permitted by the user's level of access.
11. For the term of the Agreement, Lassen County shall access to all CDRs and call recordings from all remote access computers, based on the user's access level.

12. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cellphone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
13. 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. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
14. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
 - a. Provide a listing of any other file types allowed by the ITS.
 - b. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
 - c. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.

8. Pre-Paid/Debit Application

1. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
5. The pre-paid and/or debit application shall allow international calls.
6. Vendor shall be capable of configuring pre-paid cards for use outside of the Facility. Vendor must provide detailed information on this process.
7. Vendor shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
8. The ITS shall be capable of interfacing with the current commissary and/or JMS provide for ease of transferring money from the inmate's trust fund/commissary account to the

ITS debit account as well as refunding unused funds to the turs fund account upon the inmate's release. The current commissary provider is Keefe. The current JMS provider is Crimestar. It is the Vendor's responsibility to initiate and establish a business relationship and necessary interfaces with Keefe and Crimestar. Lassen County shall not be responsible for paying any amounts associated with the required interface.

9. Vendor shall supply, at Lassen County's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to Lassen County.

9. Security

All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility. All Vendor employees will comply with Lassen County's policies and procedures. Entry to the Facility is subject to the approval of Lassen County.

10. Additional Investigative Tools

1. Vendor shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
 - a. The capability to insert and store notes on all call recordings.
 - b. The capability to provide date/time stamps for specific durations of each call recording.
 - c. The capability to increase or decrease the speed of a call recording.
 - d. The capability to mute either the inmate or the called party when replaying a call recording.
 - e. A report showing "frequently called telephone numbers" for all telephone numbers called more than four (4) times in 24 hours.
 - f. A report showing "common telephone numbers called" for all telephone numbers called by more than one inmate.

11. Compensation, Invoicing, Payment and Reporting

1. Compensation:

- a. Vendor shall propose a commission, payable to Lassen County for all transactions generated by and through Vendor's Applications. Transaction shall include, but not be limited to, incoming and outgoing electronic messages. If Vendor includes any additional transaction fees, Vendor shall list the transaction fees and their associated commission in the additional space provided in Exhibit C-Calling Rates and Commission. Vendor shall pay commission on each completed transaction before any deductions are made for unbillable transactions, bad debt, rejected electronic messages, uncollectable transactions, fraudulent transaction, merchant adjustments, or any other vendor expenses. A completed transaction shall be defined as the transmittal of funds by the general public to Vendor,

receipt of electronic messages by Vendor's system for processing to the Facility, sending an outgoing electronic message by the inmate to the facility mailroom. Additionally, Lassen County shall not be liable for any Vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

2. Invoicing:

- a. Vendor shall submit a detailed inmate transaction fee invoice on a monthly basis for payment by Lassen County for all transaction fees associated with inmate electronic messages which are to be paid by the inmate. The invoice shall be for the activity associated with the previous calendar month. The invoice will be due and payable to Lassen County within forty-five (45) days of receipt of the invoice. Lassen County shall make such payments only from a special transaction fees account established for this purpose, and in no case shall Lassen County be independently responsible for payment of transaction fees.

3. Payment and Reporting:

- a. Vendor shall remit commission payments and reports due to Lassen County no later than 25th day of the month following the month of activity. Commission payments shall be sent via wire transfer and transaction detail reports shall be sent via electronic format to Lassen County or its designated agent.
- b. Vendor shall provide monthly transaction detail reports which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages for each unit. Vendor shall identify its transaction detail reporting capabilities and provide sample reports with their response to this RFP.

12. Training

1. Vendor shall provide onsite training to Lassen County's staff. Additional training (onsite or via the web) shall be provided to staff at no cost to Lassen County throughout the term of the Agreement. Training manuals shall be provided to Lassen County's staff at all training meetings and will become the property of Lassen County.
2. When requested by Lassen County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
3. Vendor will also provide full documentation for all of the ITS.

13. Upgrades and Performance Process

1. Vendor shall provide Lassen County with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
2. Vendor shall adhere to the following performance process when upgrading the ITS software, equipment, or performing any damages incurred by Vendor. Such liquidated damages will be equal to \$300.00 per occurrence. Vendor shall be notified of the total amount due via written notice from Lassen County. Lassen County will invoice Vendor and payment shall be due with 30 days of Vendor's receipt of invoice.
3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to Lassen County. At a minimum, this shall include the following:
 - a. Extensive testing on systems identical to Facility applications;
 - b. Circuit testing;
 - c. Configuration/setting preservation testing;
 - d. Call processing;
 - e. International calling; and
 - f. Debit/Pre-paid card calling.
4. Vendor shall receive written permission from Lassen County, before scheduling or proceeding with any functionality changes to the applications at the Facility, especially if the changes will cause an interruption in service.
5. Vendor shall provide Lassen County with written details regarding any change to voice prompts or dialing procedures.
6. Lassen County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any application changes that affect the inmates.
7. Vendor shall work with the Facility to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with Lassen County to implement the changes or upgrades to the applications to avoid an interruption in service.
8. Vendor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls and ensure the applications are functioning properly.
9. All said changes shall be made by Vendor at no cost to Lassen County.

14. General Maintenance

1. Vendor shall respond to repair requests from Lassen County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 6-hours following notification of a service request or ITS failure. Vendor must exhibit to Lassen County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. Lassen County shall be notified of progress and/or delays in progress until the problems are resolved. Vendor shall notify Lassen County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
3. Lassen County may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10-days of Vendor receiving notice of the problem from Lassen County.
4. Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility.
5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to Lassen County promptly.
7. Vendor shall provide a technician onsite, at a minimum, once a month to conduct preventative maintenance on the ITS.

15. Additional Technology

1. Provide information on any additional technology or optional features that may be of interest to Lassen County (e.g. Cell Phone Detection, Word Recognition, Administrative Phone System, Automated Access to Inmate Information, Inmate Trust Account Deposit Process, etc.). Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - a. Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.

VII. COST

1. Respondents shall submit a cost proposal that includes both facilities, the Jail and Juvenile Hall. The cost proposal shall include the pricing structure, the actual program costs(s) for the first year of operation under a contract and a formula for calculating the remaining four years of the contract.
2. A fixed ceiling contract will be required. The County anticipates a five year contract subject to annual appropriation by the Lassen County Board of Supervisors; however, Lassen County may opt for a three-year contract with two one year optional extensions to the contract.

VIII. IDENTIFICATION OF SUBCONTRACTORS

Respondents shall identify all proposed services that will require the use of a subcontractor for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and (2) what percentage of the overall scope of work that subcontractor will perform. Respondents must simply identify the services that will require a sub-contractor, not the particular sub-contractor. Once the RFP is awarded and negotiations begin, the provider will have to specifically identify subcontractors.

IX. COUNTY MODEL AGREEMENT AND INSURANCE

Respondents must be prepared to accept and utilize the enclosed Model Agreement format, to include all required sections attached, if selected for services. **(Exhibit A)**

INSURANCES AND INDEMNIFICATIONS

The medical provider shall assume responsibility for any liability arising from the administration or delivery of health care services. The medical provider, not the County, shall handle all lawsuits and pay all associated legal costs and settlements, if any. The medical provider shall provide necessary professional and malpractice liability coverage.

The medical provider shall indemnify, hold harmless, and defend the County, its agents, servants, and employees from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by the medical provider, it being the express understanding of the parties hereto that the medical provider shall provide the actual health care services, and have complete responsibility for the health care services.

The provision for insurances and indemnifications for this contractual undertaking are included in **Exhibit A - ATTACHMENT I-STANDARD - INSURANCE REQUIREMENTS.**

Any new medical programs, implemented after commencement of a service agreement shall be decided by mutual agreement between the medical provider and the County. This shall include agreement on any additional program costs.

EVALUATION/SELECTION CRITERIA

Respondents will be evaluated on their responses to the following categories and criterion for selection:

Contractor Experience (Sect. II)

- Service Experience
- Years providing services in California
- Client Satisfaction
- Contingent or geography to other vendor operated facilities for purpose of medical

Management of Firm (Sect. III)

- Transition Plan
- Exceptions to RFP

Plan to provide services (Sect. IV)

- Overall
- Jail
- Juvenile Hall

Staffing Plan (Sect. V)

Cost (Sect. VI)

- Jail
- Juvenile Hall

Overall Quality of RFP response

Suggested Alternate Proposals

A maximum rating of 100 points may be granted by using weighted evaluation criteria. Lassen County will assemble a committee of administrative and management personnel for the purpose of evaluating and rating proposals.

The County reserves the right to reject any or all proposals.

Alternate Proposals

In addition to providing a proposal in direct response to the requirements of this RFP, respondents are encouraged to submit an alternate proposal or proposal(s) that incorporate innovative approaches to minimizing the cost to the County while meeting all the County's obligations to provide health services as designated herein. Innovations and

the direct impact on County costs shall be fully described in the alternate proposal(s).

METHOD OF AWARD

If after receipt and evaluation of all proposals it is determined by the Lassen County Board of Supervisors in its sole discretion that to continue contracting for Jail and Juvenile Hall inmate telephone services would be in the interest of Lassen County and the Sheriff's Office and Juvenile Hall, then and only then will an award be made. Such award will be to the respondent whose proposal is determined by the County through an evaluation process to be the most responsive to the requirements specified in the RFP, in the best interest of Lassen County and most technically complete. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Lassen County for services identified in the RFP. Award does not constitute an acceptance of a contract offer. The evaluation and selection process may include a request for additional information or an oral presentation to support the written proposal. The County reserves to itself the right not to award any contract regardless of the outcome of the proposal evaluation process.

While cost will be an important factor, it will not necessarily be the most important. In the event that a contract is executed, it will be with the respondent who in the opinion of the County demonstrates the best ability to fulfill all the requirements of the RFP. The criteria for selection are identified in the above section entitled – EVALUATION/SELECTION CRITERIA.

The Agreement to be awarded by the County to the successful contractor is expected to be substantially as presented in response to this RFP.

The final decision will be made by the Lassen County Board of Supervisors on or about the time identified in the section of this RFP titled SCHEDULE OF EVENTS.

MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

LEGAL NOTICE

Notice is hereby given by the County of Lassen that a “Request for Proposal (RFP) for Jail and Juvenile Hall Inmate Telephone Services” has been prepared and is available.

Bid documents may be downloaded from www.lassencounty.org.

Bid documents may be picked up at the Lassen County Administration Building at 221 South Roop Street, Susanville, CA 96130 or requested by calling (530) 251-8333.

A pre-proposal conference will be held on **April 25, 2019 at 10:00 am** at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA 96130. The purpose of the conference is to tour the facilities and answer questions related to the Request for Proposal. Attendance at the pre-proposal conference is mandatory. Final written proposals are to be delivered to County contacts at the above addresses.

Exhibit A

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the County of Lassen is between the County of Lassen, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE								
Term of This Contract (Complete Dates in Just One of the Following Three Rows)								
Term Begins			Term Completion Date					
On Following Date			On Following Date					
County Department								
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)								
Price \$	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Annual Price	<input type="checkbox"/>	Monthly Price	<input type="checkbox"/>	Hourly Rate
Not-to-Exceed Price	\$	<input type="checkbox"/>	if Reasonable Expenses are authorized in addition to Hourly Rate					
CONTRACTOR Contact Information				COUNTY Contact Information				
CONTRACTOR				Project Manager				
Address				Address				
City, State & ZIP				City, State & ZIP				
Telephone				Telephone				
Facsimile				Facsimile				

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Insurance Requirements for Professional Services Contract
- Attachment II – Scope of Work
- Attachment III – Terms and Conditions (including Exhibit "A")
- Attachment IV – Professional Credentials
- Attachment V - Business Associate Addendum

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

 Typed or Printed Name

 Signature

 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

Richard Egan, CEO Date
County of Lassen

Date

REVIEWED AS TO FORM
COUNTY COUNSEL

Date

Exhibit B: Facility Specifications

Lassen County Jail 2018

Facility Specifications	
ADP:	124 (2018)
Number of Beds:	188
Call Time Limit:	15 Minutes
Hours of Availability for Inmate Telephones:	7:00 am – 11:00 pm Daily
Inmate Telephones Required:	23
Required Telephone Cord Length (Inmate Telephones):	18 inches
TDD/TDY Telephones Required:	1

CALL TYPE	COLLECT		PRE-PAID COLLECT	
	# Calls	# Minutes	# Calls	# Minutes
Local	123	573	2838	32,753
INTRAlata/INTRAsate	694	3,438	933	10,391
INTERlata/INTRAsate	59	392	694	3,438
INTERlata/INTERstate	0	0	0	0
International	0	0	0	0

Lassen County Juvenile Hall

Facility Specifications	
ADP:	4
Number of Beds:	10
Call Time Limit:	15 Minutes
Hours of Availability for Inmate Telephones:	7:00 am – 10:00 pm M-Su
Inmate Telephones Required:	4
Required Telephone Cord Length (Inmate Telephones):	15 1/2 inches
TDD/TDY Telephones Required:	1

CALL TYPE	COLLECT		PRE-PAID COLLECT	
	# Calls	# Minutes	# Calls	# Minutes
Local	10	81	4	58
INTRAlata/INTRAsate	46	590	21	238
INTERlata/INTRAsate	9	104	0	0
INTERlata/INTERstate	0	0	0	0
International	0	0	0	0

Exhibit C-Calling Rates and Commission

Vendor shall provide a commission offer for the Facility(s) based on the calling rates and fees listed below in **Option #1**. Vendor may propose an additional commission offer based on alternative calling rates and fees as **Option #2**. Lassen County is open to posturized calling rate structure. Vendor must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid collect accounts. Vendor may attach additional tables if Vendor chooses to provide more than two commission and calling rate options past those allowed below. Failure to completed **Exhibit C** may cause Vendor’s proposal to be reject.

OPTION #1						
CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID CARDS	
	First Minute	Additional	First Minute	Additional	First	Additional
Local	\$3.00	\$0.50	\$3.00	\$0.50	\$0.50	\$0.50
INTRAlata/INTRAsate	\$3.00	\$0.50	\$3.00	\$0.50	\$0.50	\$0.50
INTERlata/INTRAsate	\$3.00	\$0.50	\$3.00	\$0.50	\$0.50	\$0.50
INTERlata/INTERstate	\$ -	\$0.25	\$ -	\$0.21	\$ -	\$0.21
Vendor’s Proposed Commission						

FINANCIAL INCENTIVE: \$ _____ MAG PAYMENT: \$ _____

OPTION #2						
CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID CARDS	
	First Minute	Additional	First Minute	Additional	First	Additional
Local						
INTRAlata/INTRAsate						
INTERlata/INTRAsate						
INTERlata/INTERstate						
Vendor’s Proposed Commission						

FINANCIAL INCENTIVE: \$ _____ MAG PAYMENT: \$ _____

ATTACHMENT I

INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) **Certificates of Insurance** for all relevant coverage's listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a "**Declarations Page**" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:

- 1.) **Commercial General Liability.** Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance.** ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)*
- 3.) **Workers' Compensation Insurance.** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Professional Liability (Errors and Omissions) Insurance.** (If applicable. See Note below.) Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

B. INSURANCE POLICY ENDORSEMENTS

1. The Commercial General Liability policy shall contain or be **endorsed** to contain the following:

The County, its officers, officials, employees, and volunteers are covered as additional insured's on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides*

coverage equal to coverage's noted in Section A1 above and all items listed in Section B above.)

2. Workers' Compensation Insurance.

The Contractor's Workers' Compensation Insurance policy shall contain or be **endorsed** to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

C. OTHER INSURANCE PROVISIONS

1. Primary Coverage - For any claims related to this contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insured's providing primary insurance coverage for the same "occurrence", offense, claim or suit.

2. Notice of Cancellation - Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

3. Waiver of Subrogation - Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

4. Deductibles and Self Insured Retentions - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

5. Acceptability of Insurance Carriers - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. (*A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com*).

6. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

7. Verification of Coverage - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverage described herein.

8. Subcontractors - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

9. Special Risk or Circumstances - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

Attachment II
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment II they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment II, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of the COUNTY:

COUNTY's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- County does not pay interest or penalties.

END SCOPE OF WORK

Attachment III
TERMS AND CONDITIONS

1. **Scope of Work**. The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement**. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager**. The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor**. CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership**. CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.
6. **Confidentiality**. The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become

subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Lassen.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.
20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control,

operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjected to these General Terms and Conditions (Attachment III).
 - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the County Personnel Department in writing:
- Regina Schaap
221 South Roop Street
Susanville, CA 96130
- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Lassen in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Lassen and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

END TERMS AND CONDITIONS

**ATTACHMENT IV
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

Attachment V

**COUNTY OF LASSEN
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **County of Lassen** (COUNTY), a covered entity and _____, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

RECITALS

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and continued in this Addendum.

Definitions

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean _____.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the **County of Lassen (COUNTY)**.

(d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

BUSINESS ASSOCIATE agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;
- (c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of

which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact _____ at _____ regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY'S unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

County of Lassen– Covered Entity

– Business Associate

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____