

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING  
CONTRACT NO. 542145 AMENDMENT NO. 3

To: Securus Technologies. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Inmate Phone Services

Effective Date: July 9 2014

Description of Contract Change(s) and/or Work To Be Done:

1. Implement the optional Touch Pay Kiosk System as outlined on the attached statement of work.
2. All other Terms and Conditions remain the same.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

**THIS AMENDMENT IS NOT VALID UNLESS APPROVED BY THE DIRECTOR, DEPARTMENT OF PURCHASING AND CONTRACTING.**

Department Review and Recommended Approval:

Securus Technologies

By: \_\_\_\_\_

KEITH SPEARS, Contracts Manager  
Sheriff's Department

By: \_\_\_\_\_

ROBERT PICKENS, President  
14651 Dallas Parkway  
Sixth Floor  
Dallas Texas 75254

Date: \_\_\_\_\_

6-5-14

Date: \_\_\_\_\_

6-4-14



APPROVED:

By: \_\_\_\_\_

JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: \_\_\_\_\_

7/9/14

APPROVED AS TO FORM AND LEGALITY  
County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

6/12/14

R. McCarvell FOR

**EXHIBIT A**  
**Scope of Work**

TouchPay Holdings, LLC (TPH) will provide an agreed number of premise-based proprietary Deposit and Intake Kiosks (collectively, the "Kiosk"), Interactive Voice Response System ("IVR"), and an on-line Web Payment Portal ("Web") for the processing of certain payment-related services, as set forth herein, which will enable TPH to accept payments from Senders for the purpose of transferring payments from such Sender to San Diego County Sheriff's Department (SDCSD).

TPH will provide a pin-based prepaid debit card for loading the entire balance of funds in an inmate's account onto the Release card for immediate use upon release.

**PROVISIONS OF PAYMENT-RELATED SERVICES**

1. **Systems Interface.** TPH and SDCSD will establish a systems interface that allows for processing of payments directly between the proprietary systems of SDCSD and TPH. SDCSD and TPH shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
2. **Instructions to Sender(s).** SDCSD and TPH will instruct Sender(s) to provide TPH with the following: a) the inmate's name b) inmate number to which payment is to be credited and c) the sender's full name, address and phone number.
3. **Payment Types and Business Rules.** SDCSD will provide TPH a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. TPH will use our default parameters unless SDCSD specifies unique requirements.
4. **Kiosk.** Prior to the installation of any hardware that may be necessary for the payment and/or card services, SDCSD shall provide TPH with information regarding the location on SDCSD's premises where the Kiosk shall be located. SDCSD shall prepare the site for the Kiosk, according to TPH's reasonable instructions. Power and Internet connections are SDCSD's sole responsibility.
5. **Promotion.** TPH and SDCSD shall work together to promote the TPH service. SDCSD agrees to make its Senders aware of the TPH product through its website and other mutually agreeable means of advertising. TPH will be allowed to distribute marketing material and promotional material to SDCSD as well as provide a reference link from SDCSD's website to the URL designated by TPH for the sole purpose of promoting the Service.
6. **Title.** Title to all hardware provided by TPH for the purpose of providing payment services shall remain solely that of TPH. Within 30 days of the termination of this agreement or within 30 days of receiving notice from SDCSD of a termination of this agreement, TPH shall, at its own expense, remove all of its hardware from SDCSD's premises, including the Kiosk.
7. **Risk of Loss.** TPH shall bear all risk of loss or damage to the hardware. SDCSD shall not be liable for any loss or damage to the hardware. TPH shall repair or replace any defective hardware upon notice of such failure to TPH at the phone number or address designated for notice in the Agreement.
8. **Reporting.** TPH will provide SDCSD with online access to transaction information relating to the Facility. To the extent such information is provided through password protected access, SDCSD agrees to keep all user and password information confidential and protect against unauthorized use. SDCSD will indemnify and hold TPH harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or contractors of SDCSD.

9. **Release Card.** TPH agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. SDCSD agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". SDCSD must maintain the card log provided by TPH and must audit the log monthly for compliance. SDCSD must provide a copy of the log to card issuer within 5 business days upon request.

**EXHIBIT B**  
**Transaction Pricing to SDCSD**

This Exhibit provides for the pricing terms under which TPH will provide a certain Payment and other related Services to the Senders and SDCSD. TPH shall charge and the Sender shall compensate TPH for all services as provided herein under the below fee structure.

**Pricing Structure:** SDCSD understands and acknowledges that TPH will charge the Sender a fee for the following order types as follows:

**1. Intake/Booking:** TPH will install an Intake Kiosk for the purpose of accepting currency, both cash and coinage, in the intake/booking department for taking of the Inmate Property. Additionally this kiosk shall be available for use by the inmate to add additional funds to their Inmate Trust Account or Commissary Account.

- For each intake/booking transaction of Inmate Property, TPH will provide to SDCSD at **NO COST**.
- For each additional Trust Fund deposit, not including currency that is deemed Inmate Property, at the Intake Kiosk, TPH will charge, for each credit card/debit card transaction, the Sender/Inmate the Fee as listed in Section 2 below.
- Voice Alert Messaging services can be added to the Intake Kiosk for Senders/Inmates to send one or more predetermined voice messages to specified phone numbers. For each message, TPH will charge a fee of \$3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. [The SDCSD will receive a revenue share equal to \$1.00.

**2. Trust/Commissary:** For cash, credit/debit card and ACH transactions for Trust/Commissary deposits, TPH will charge the Sender a base fee as follows:

Deposit Amount	Lobby Kiosks (Base Cash)	Telephone (IVR)	Web/Counter to p Terminal
0 - \$20.00	\$2.95	\$3.95	\$3.95
\$20.01 - \$50.00	\$4.95	\$4.95	\$4.95
\$50.01-\$100.00	\$5.45	\$5.45	\$5.45
\$100.01 - \$200.00	\$6.45	\$6.45	\$6.45

- For each credit/debit card transaction, TouchPay will charge the Customer/Depositor the base fee as listed above plus 3.5% of the face amount of each transaction.

**\*\*The base fee above includes a revenue share to SDCSD of \$1.00 per transaction for all Trust/Commissary deposits (Cash over \$20.00 Deposit)**

- Canned Messaging services can be added to the Lobby Kiosk for Senders to send a predetermined text message to a specified Inmate in conjunction with a deposit to that Inmate. The message will be delivered to the Inmate with the notification receipt of the deposit. For each message, TPH will charge a fee of \$2.00. Fees will be deducted from the transaction deposit amount going to the Inmate.

**\*\*The SDCSD will receive a revenue share equal to \$1.00 per transaction for all canned message transactions.**

**3. Self Release (Bail):** For cash, credit/debit card and ACH transactions for Self Release (Bail) Deposits, TPH will charge the Sender a base fee as follows:

Deposit Amount	Lobby Kiosks (cash)	Lobby Kiosks (card)	Telephone (IVR), Web or Countertop Terminal
\$0.00 to \$100.00	\$5.00	\$5.00	\$5.00
\$100.01 to \$200.00	\$10.00	\$10.00	\$10.00
\$200.01 to \$9,900.00	Additional \$5.00 per \$100.00 Deposited	\$10.00	\$10.00

- For each credit/debit card transaction, TPH will charge the Sender the base fee as listed above plus 7.5% of the face amount of each transaction.

**\*\*The base fee above includes a revenue share to San Diego County of \$1.00 per \$100 face amount for cash Self-Bail transactions. For credit/debit card Self-Bail transactions, San Diego County will receive \$1.00 plus 1% of the face amount of each transaction**

**4. Release Card:** TPH agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. TPH, as the distributor and the Program Manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at **NO COST** to SDCSD.

**\*\*The Release Card solution includes a revenue share to San Diego County of \$.10 per release card issued for all Trust/Commissary deposits.**

**SUMMARY: SAN DIEGO COUNTY REVENUE SHARE PER TRANSACTION**

<b>Deposit/Payment Type</b>	<b>San Diego County Revenue Share</b>
Trust/Commissary ( above \$20 Deposit)	\$1.00
Self-Bail (Cash)	\$1.00 per \$100 of Face Amount
Self Bail ( Credit/Debit)	\$1.00 plus 1% of Face Amount
Canned Message (Lobby Kiosk)	\$1.00
Voice Alert Message (Intake Kiosk)	\$1.00
Release Card (Per Issue)	\$.10

**Price Revisions:** The fees charged to Senders will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at TPH's sole discretion. No price increase shall take place without written notice and consultation with SDCSD at least 30 days prior to the intended rate increase.

**EXHIBIT C**  
**Guaranteed Payment Policy**

**Services:** TPH provides credit card, debit card, and cash payments from individuals who wish to make payments for services provided by SDCSD.

**Policy:** When an individual makes a payment transaction using credit card, debit card, or cash payment into the TPH payment system, TPH will authorize or decline the transaction. Upon authorization TPH makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. TPH will **guarantee** the delivery of all funds to the institution, facility or service provider on all authorized transactions within 96 hours.

**Purpose:** TPH provides this payment **guarantee** for the benefit of an automated real time solution for our customers to facilitate the convenient, immediate use of these funds in order to provide better service. TPH can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, TPH will require some cooperation from SDCSD in our collection and recovery procedures.

**Collection & Recovery Process:** TPH will use the following collection processes:

Upon receiving a charge back from the financial institution, TPH will:

1. Contact SDCSD to advise them of the charge back.
2. At TPH's discretion, block the account.
3. Recover any existing balance of funds that are in the account up to the charge back amount.
4. At TPH's discretion, only accept new funds into the account if depositor acknowledges that new funds will be first be used to pay off the delinquent account.
5. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor.
6. If the charge back is deemed non-reversible and uncollectable, SDCSD may be required to have the disputed amount returned directly to TPH.

Additionally, TPH has predicated our guarantee on the SDCSD or the service provider agreeing to the following requirements:

1. SDCSD providing cooperation in the TPH collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
2. To mitigate reoccurring fraudulent activities, on an account by account basis, TPH reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method or card.