



## CONTRACT AND AGREEMENT

This inmate telephone and services "Shared Revenue" Agreement is entered into, by and between **Bryan County Sheriff's Office**, a local government agency, located at 95 Sgt. W Crapse Drive, Pembroke, GA 31321 herein known as "Customer" and Correct Solutions, LLC, located at 182 Bastille Lane, Ruston, Louisiana 71720, herein known as "CSG".

WHEREAS, CSG is engaged in the business of providing certain telecommunications equipment and related service and financial equipment and systems and charge-for-call telephone services, and providing automated pre-pay and debit telephone calls (Equipment), and;

WHEREAS, Customer has full operating and management responsibility for the detention facility(ies), jail(s) or prison(s), herein collectively known as the "Facility", and with respect to those premises so noted, wishes to establish an inmate communications services agreement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

*MDC BJA*

1. **TERM.** This Agreement is effective on 6/1/ 2021 ("Effective Date"), and shall continue in effect ("Initial Term") from the Effective Date for a period of 4 (four) years. Upon completion of the Initial Term, Facility will have the option to renew this Agreement for a period of 1 year. Each renewal will be based on a yearly review of services provided by CSG. This Agreement will automatically renew under the terms described as Initial Term unless either party notifies the other in writing of its intent to terminate this Agreement at least 90 days prior to the final date of expiration. Upon termination of this Agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this Agreement.

### 2. SCOPE OF AGREEMENT

2.1 This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Facility. Facility will notify CSG, in writing, of newly opened, acquired, or available premises, promptly, so CSG can evaluate installation of its Equipment at these premises.

2.2 CSG shall have the exclusive right to obtain usage and billing information, order, connect or disconnect inmate telephone services, select carriers, purchase available public utility equipment, handle all billing and payments as it relates specifically to inmate telephone lines. CSG shall be responsible for the payment of all charges in connection of the Equipment and will be responsible for any bad debt and associated unbillables related to the inmate telephone lines.

2.3 CSG shall install and maintain Equipment in good working order. CSG will agree to have Technicians dispatched on an agreed upon scheduled basis to keep all Equipment in good working order. CSG will attempt to respond on same day service request but will guarantee next day or next business day response.

2.4 CSG agrees to provide Equipment as indicated in Attachment B for the Term of this Agreement.

2.5 CSG shall be responsible for the managing of all call detail records for Equipment, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing local, intraLATA, interLATA, and interstate telecommunications services as filed with the , for the blocking and unblocking of user billing numbers, and preparation and processing of qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained for Facility by CSG for the duration of the term of this Agreement, plus an additional 2 years after the term.

2.6 Exclusivity and Right of First Refusal. In consideration of compensation provided herein, Facility grants to CSG exclusive rights to install and maintain inmate telephone systems within its building or on its private property ("Location(s)") during the term of this Agreement. CSG and Facility have agreed upon specific rates for inmate collect, debit and advance pay calls as described in Attachment A of this Agreement. Except for existing third party vendors and only until such third party vendor's contract expires, Customer will not allow any products or services that compete with those supplied by CSG during the term of this Agreement to be, or to remain, installed at Customer facility, including present and future Customer facilities. CSG will have the exclusive right to provide the products and services implemented at Customer facility through this Agreement, and those other inmate communication, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Customer during the term of this Agreement, whether the products or services are for inmates located at Customer facility or at third-party facilities; provided, however, that CSG may choose not to exercise this exclusive right.

2.7 Facility agrees to provide adequate space for Equipment and easy accessibility for use during the normal operating hours of Facility. In the event Facility is not the owner of the premises, Facility shall, where necessary, obtain permission from building owner or owner's agent for the placement of CSG's Equipment, and shall be responsible for any fees for use of required riser cable and electric power.

2.8 Facility agrees to maintain the area around Equipment and ensure safe and ready access to the users of Equipment to CSG.

2.9 Facility agrees to allow CSG to perform maintenance during the established hours of accessibility jointly agreed to by Facility and CSG, except when access must be denied to ensure the safety of CSG service personnel and/or maintain institutional control.

2.10 Facility agrees to allow CSG access to and use of house cable and inside wire at no cost, in order to install and provide inmate telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of CSG, unless otherwise negotiated by CSG. There is no connectivity to any of Customer network infrastructure.

2.11 Any relocation, expansion, addition, or deletion of Equipment for reasons other than safety, resulting in extraordinary expense and expected to be paid by CSG, will be mutually agreed upon by CSG and Facility in advance of the cost being occurred or alternatively.

2.12 Facility warrants that it has the authority to enter into this Agreement with CSG. Facility further warrants that the Equipment mentioned in Attachment A, attached hereto and incorporated herein by this reference, are on property owned by Facility or if Facility is not the owner of the premises, Facility has obtained permission from the building owner or owner's agent to enter into this Agreement.

2.13 CSG shall provide Facility with value-added features as listed in Attachment C.

2.14 In consideration for this Agreement, CSG shall pay Facility a monthly commission fee as listed in Attachment D.

3. **OWNERSHIP.** Facility agrees that legal title to all Equipment shall remain vested with CSG. Facility shall not remove or relocate Equipment without CSG's express consent. Relocation at Facility's request shall be at Facility's expense. CSG is to accept no liability for holes in walls, floors, or other surfaces that result from the installation or removal of Equipment. Upon termination of this Agreement, CSG shall be responsible only for the removal of Equipment. Facility shall restore the premises to their original condition. CSG shall not be responsible for damage to the premises that occur due to vandalism. CSG shall indemnify, defend and hold Facility harmless from liability in connection with the placement, maintenance, or usage of Equipment.
4. **LEGAL ENFORCEMENT.** If legal enforcement of the terms of this Agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. CSG and Facility mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of the terms described herein.
5. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental or agency orders governing the provision of Equipment.

6. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.
8. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Equipment as described in Attachment B must be in writing and signed by an authorized representative of each party.
9. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of this Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
10. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by CSG, CSG liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM.
11. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within ten (10) working days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.
12. **REGULATORY.** The parties acknowledge that underlying telecommunications Equipment may be provided by regulated providers and where applicable, provider tariffs, catalogs and price lists may apply.

**13. AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of telephones as described in Attachment B, must be in writing and signed by an authorized representative from each Party.

**14. NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

**15. GOVERNING LAW.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State of Georgia.

**FOR CUSTOMER**

Attn: Bryan County Sheriff's Office

Address: 95 Sgt. Robert W. Crapse Drive

Pembroke, GA 31321

**FOR CSG**

Attn: Patrick Temple

Address: 182 Bastille Ln.  
Ruston, LA 71270

**15. ENTIRE AGREEMENT.** This Agreement including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

**Signatures: The persons signing below signify that they have the authority from their respective business entities to execute this Agreement.**

**Facility**

**CSG**

Mark D. Crowe  
*Signature*

\_\_\_\_\_  
*Signature*

**Sheriff Mark Crowe**  
*Printed Name*

**Patrick Temple**  
*Printed Name*

*Title Sheriff*

*Title*

Sheriff      Date 5-3-2021

\_\_\_\_\_  
*Date*

**Email:**

**Email:**

Sheriff Crowe @ bryan-county.org

## **ATTACHMENT A**

### **RATE SCHEDULE**

Rates will be set according to mutual agreement between CSG and Customer. Rates will be in compliance with all State and Federal FCC regulations. Local, InterLata, IntraLata calls will be set at \$0.21/min.

Interstate rates will conform to FCC regulations of \$0.21/min for prepaid and \$0.25/collect. International calls will be set at \$1/min.

There is no connection fee charged.

#### **Transaction Fees:**

- No Setup Fee. No Connect Fee. No License Fees like other providers.
- Consumer Transactions via Kiosk/Web/IVR/Mobile App:
  - \$3.00 Transaction Fee (for credit card & cash payments)
  - No minimum - \$50 max (credit card)
  - No minimum - \$100 max (cash)
- Consumer Transactions via Call Center – Live Operator:
  - \$5.95 Transaction Fee (for credit card payments)
- Money Order Payments are also optional, \$0 Transaction Fee
- Inmate messaging/emails - \$0.50 per message/email.
  - Inmates must have access to the kiosks/tablets as the financial model requires that the inmates have several hours per day to access
- Video Visitation - \$0.35 per minute
- Debit Calling Movement Fee - \$1.00 per movement

CSG provides full transparency on all charges to inmates, family and friends. The CSG Platform allows Customer to generate reports directly from the platform. These generated reports can quickly and easily be used to audit the monthly commission.

**ATTACHMENT B**  
**PROVIDED EQUIPMENT**

CSG shall provide all inmate telecommunication related equipment including, but not limited to, switches, routers, computers, telecommunication interfaces, inmate phones and handsets, kiosk, video visitation terminals. All equipment, regardless of type, is provided by CSG to Customer and no cost to Customer.

All equipment required to provide the features as listed in Attachment C.

**PHONE PLATFORM**

Correct Solutions Group (CSG) will propose a **Phone Platform Solution** with a complete turnkey, non-coin, fully-integrated and self-contained call-processing unit. All components for placing calls, monitoring and data collection are contained within a single unit. It is, indeed, state-of-art, and the most efficient system of its kind. The CSG package consists of call control configuration, database management, system security, and additional processes for monitoring and reporting and number of phones per best industry practices to satisfy the needs of Facility.

**KIOSK**

CSG will supply customer with lobby kiosk to take deposits for inmate telephone usage.

**In-Pod Wall Mount Kiosks & Tablets**

Correct Solutions Group may provide in-pod wall mounted kiosks and tablet solutions in the inmate area for use with remote video visitation, email, grievance filing, medical schedule and other features requested and approved by Facility.

## ATTACHMENT C

### PROVIDED FEATURES

CSG will provide all current features of the inmate telephone system which include, but are not limited to, all investigative features, reporting, logging, scheduling of inmate phone calls.

In addition to the inmate phone system, CSG will provide:

#### **Inmate Voice Mail**

The ITS Integrated Voice Mail Exchange (VMX) provides individualized voice messaging for each enrolled inmate. VMX is not a typical voice mail system, but has been specifically engineered as an integral part of the ITS. As such the system provides complete security and control over all aspects of the inmate's use of the system. Administrators can search for and listen to any message on the VMX even after the inmate has deleted the message from the mailbox. The VMX provides all necessary class of service controls for inmate users such as the number of messages allowed, message retention and deletion. Administrators can provision additional controls over how many messages a caller can leave in the inmate's mailbox.

#### **Inmate Hotline**

Inmate Hotline creates a more real-time interactive approach to servicing correctional telecom. Inmate Hotline will serve to virtually eliminate telephone related complaints at the facility, significantly reduce the number of failed call attempts, and increase prepaid collect call revenues. **Further, use of the Inmate Hotline service reduces overall staff time by allowing inmates to directly report issues.**

**ATTACHMENT C**  
**PROVIDED FEATURES**

CSG will provide all current features of the inmate telephone system which include, but are not limited to, all investigative features, reporting, logging, scheduling of inmate phone calls.

In addition to the inmate phone system, CSG will provide:

**Remote Mail Scanning**

Correct Solutions Group will provide off-site mail scanning. This remote scanning will remove the need for personnel to handle mail internally. After mail is scanned, it will be delivered to the inmate in electronic form on the in-pod kiosk. CSG will provide monthly reports to the customer as to the amount of mail that has been scanned and destroyed as part of the Remote Mail Scanning Program to comply with Open Records Requirements.

**ATTACHMENT D**  
**COMMISSION SCHEDULE**

In consideration for this exclusive Contract and Agreement, CSG will pay Customer a 60% commission rate on completed inmate phone calls with the exception of interstate calling due to FCC ruling.

CSG offers full transparency on revenue and commission and makes it very easy for Facility to audit monthly commission checks.