

## Inmate Phone System Questions and Answers

**08/24/23**

1. Would the County please provide a copy of the agreement/contract and all amendments (if applicable) the County has executed with its incumbent Inmate Telephone System (ITS) and Video Visitation System (VVS) provider(s)? **Please see attached contract**
2. Would the County please provide their current ITS call and commission rates for each applicable call category/tariff type identified in the table below?: **Commission rates are identified in the attached contract.**

Call Category/Tariff Type	Call Rate/Min.	Commission Rate Percentage
Local -- Collect		
IntraLata - Collect		
InterLata – Collect		
Interstate - Collect		
International - Collect		
Local -- Prepaid Collect		
IntraLata - Prepaid Collect		
InterLata – Prepaid Collect		
Interstate - Prepaid Collect		
International - Prepaid Collect		
Local -- PIN Debit		
IntraLata - PIN Debit		
InterLata – PIN Debit		
Interstate - PIN Debit		
International - PIN Debit		

3. Would the County please provide a copies of Call Detail/Commission Summary Reports for the past three months which shows a breakdown of all ITS calls, minutes, commission rates and revenues? **See attached Commission Statements. BCSO does not receive a breakdown of calls, minutes, commission rates and/or revenues.**
4. Page #10 of the RFP states, *“The number of complimentary calling cards will be allocated monthly and will be based upon the average number of booking per month.”* Would the County please provide the formula it uses to determine the number of complimentary calling that will be allocated each month? **BCSO receives 450 x 5 minute cards weekly to be used for indigent inmates; 180 x 8 minute cards to be used for trusty pay; and 8 x 8 minute cards to be used by the Warden at his discretion.**
5. Does the incumbent ITS provider currently provide the County with monthly, complimentary calling cards that permit local and long distance calling within the United States? If so, would the County please provide the following information: **See answer to #4**
  - a. Provide a break-down of the number of “complimentary calling cards” provided to the County for during the past three months?
  - b. Are the “complimentary calling cards” provided set to a fixed dollar amount or call time duration? If so, what is the fixed dollar amount or call time duration of the cards provided?

6. Would the County please confirm that remote video visitation is currently only offered for court hearings and attorney consultations and is not currently available for use by family and friends of inmates? **Remote video visitation is currently only offered for court hearings and attorney consultations.**
7. Does the County require that remote video visitation sessions between inmates and their attorneys be provided at no charge? **Video visitation for public defenders is free of charge. All other attorneys set up payment through our vendor.**
8. How many inmate video visitation kiosks are currently installed at the County's facilities? **See page 18 of the RFP.**
9. How many public user video visitation kiosks are currently installed at the County's facilities? **Currently have 25 available with the potential for 50.**
10. Are any visitation telephone handsets installed at the County's facilities? If so, how many? **See page 18 of the RFP.**
11. Are inmate tablet devices currently in use at the facility? **No** If so, would the County please provide the following information:
  - a. What is the total number of tablet devices currently in use at the County's facilities? **None**
  - b. What services (i.e. education, electronic messaging, entertainment, video visitation, etc.) are available on the tablet devices currently in use at the facilities?
12. Would the County please provide usage and revenue information for the past three months on any additional services such as inmate electronic messaging (aka email), entertainment, tablets, video messaging, etc? **No other usage or revenue information for additional services.**
13. Would the County please confirm that "**Exhibit C – Form of Performance and Payment Bond**" form provided on page #15 is for reference purposes only and does not need complete and submitted with the vendor's proposal. **NOTE: It is understood that this form will need to be completed by vendor awarded the contract. Confirmed – this was stated at the bottom of Page of the RFP.**
14. If a vendor is proposing to furnish, install and maintain all technologies and services at no cost to the County, is that vendor still required to complete and remit the "**Butler County Auditor's Office**" form provided on page #22 of the RFP? **This document is required in case we must pay the vendor for any reason in the future.**
15. A "**Civil Rights Compliance**" form is provided on page #16 as well as on page #24 of the RFP. Do vendors need to complete both forms or would it be acceptable for a vendor to only complete the form provided on page #16? **Duplication of the forms in error. Vendor need only complete one form.**
16. A "**Non-Collusion Affidavit**" form is provided on page #17 and page #26 of the RFP. Do vendors need to complete both forms or would it be acceptable for a vendor to only complete the form provided on page #17? **Duplication of the forms in error. Vendor need only complete one form.**
17. Would the County please confirm that vendors must complete and remit the "**Delinquent Personal Property Tax Affidavit**" form provided on page #26 of the RFP with their proposal? **Duplication of the forms in error. Vendor need only complete one form.**
18. After the first round of questions are answered, will the County accept additional questions if clarification is needed for any of the County's responses? **BCSO will answer any additional questions until August 25, 2023.**
19. How is the "Commissary Card Profit" from the commission statement calculated? **BCSO purchases \$8 prepaid cards for Commissary on an as needed basis (three to four times a year) in a quantity of 2000. The commission rate is \$5.30 per card.**
20. How often does the county receive "Commissary Card Profit"? It was only included on 1 of the 3 months of commission statements provided. **BCSO purchases \$8 prepaid cards for Commissary on**

an as needed basis (three to four times a year) in a quantity of 2000. The commission rate is \$5.30 per card.

21. Are the usage minutes from these cards included in one of the other categories on the commission statement? **Unknown**
22. Are these cards purchased by inmates or friends & family? **Inmates purchase through the commissary account.**
23. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund? **The commission is split between the General Fund and the Commissary Fund (Inmate Welfare Fund).**
24. Will the County allow for a proposal to present multiple pricing options for the County's consideration? **Yes**
25. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider. **The winning bidder will be required to provide the appropriate equipment to ensure the operation of the inmate telephone system.**
26. What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc?
  - a. **One onsite visit per week**
  - b. **An inmate worker may receive an additional 30-minute visit**
  - c. **No restriction on calls or minutes**
  - d. **Visits are limited to 30 minutes but maybe extended at the discretion of the Sheriff or his designee**
27. Section 6 on RFP p. 12 states, "Vendor will pay up to forty thousand dollars (\$40,000) per year for an off-duty Butler County Sheriff's Office employee's salary to oversee inmate visitation." Is such an officer currently overseeing the inmate visitation? **Yes** If so, what are the responsibilities of this position? **Responsibilities include but are not limited to assisting visitors, security and arranging visits.**
28. Section 2 on RFP p. 10 states, "The Corrections Officers are responsible for scheduling video visitation at the request of the inmate and/or visitor." If the visitation system allows inmates and visitors to schedule their own visits based on the Jail's policies and schedule without needing any officer involvement, will the \$40,000 position not be required? **Yes**
29. The County's answer to Question #9 of the Q&A says you currently have 25 public video visitation kiosks with the potential for 50. Page 18 of the RFP identifies 40 "visit booths" in the main jail lobby. Please clarify, how many public video kiosks are required in the main lobby in the new contract? **Currently there are 25 operational visitation kiosks.**
30. Section 4 on RFP p. 11 states that the County would like to have an "Inmate Mail Copying Service." What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail? **Unknown – that information is not tracked or maintained.**
31. Section 2 on RFP p. 10 states that the County is currently using Lexis-Nexis law library. Are you open to using a different law library service or is Lexis-Nexis required? **BCSO would consider other options.**
32. Please provide the weighted values for all criteria to be considered in the evaluation of proposals. **BCSO evaluates the RFP to ensure that specifications have been met, other options provided, Ohio compliance law as well as commission rates.**
33. Historical calling data was furnished in the Q&A. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected

call volumes that will be used in the evaluation and assignment of points for calling rates. BCSO evaluates the RFP to ensure that specifications have been met, other options provided, Ohio compliance law as well as commission rates.

34. Of the points that will be awarded for “cost”, how many points will be allocated to rates, and how many will be allocated to commissions? BCSO evaluates the RFP to ensure that specifications have been met, other options provided, Ohio compliance law as well as commission rates.
35. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect? BCSO would consider other options.



**Combined Public Communications, LLC**  
*Inmate Communications General Service Agreement ("Agreement")*

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Combined Public Communications, LLC ("Contractor"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Board of County Commissioners of Butler County OH ("County") with its principle place of business at 315 High Street in Hamilton, OH 45011 on behalf of the Butler County Sheriff ("Sheriff") and the Butler County Jail and any other Butler County Sheriff-operated detention facility, agree as follows:

**Exclusive Agreement**

County agrees to exclusively permit Contractor to install the Inmate Telecommunications System ("ITS") that will process pre-paid calls, including local and long distance traffic, and associated hardware and software within all pre-existing and future jail and / or detention facilities.

**Contractor Equipment:**

The ITS and all associated equipment installed under this Agreement shall remain the sole and exclusive property of Contractor. County will promptly report to Contractor misuse, destruction, or vandalism of the system and associated equipment. County will not use the ITS for County's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of Contractor.

**County Access to Equipment and Reports:**

Contractor will provide County with password protected access to the ITS, allowing County's staff to monitor and record calls and run call detail reports. County agrees to limit access to the ITS to only those staff members and employees of County having a legitimate need for access, and Contractor shall not be responsible for the actions of County's staff members and employees having access to the ITS. Call detail reports will be stored off site at a secure Contractor location. Contractor technicians will train County's authorized staff on the usage of the system.

**Service Agreement:**

All service and maintenance of the ITS will be the sole responsibility of Contractor. Service level information located on page five (5).

**KIOSK and/or Vending Machine:**

County agrees to exclusively permit Contractor to install a KIOSK for the purpose of selling prepaid talk time minutes, and any other inmate communication services. The KIOSK will be agreed upon by the County and Contractor and remain operable and on site throughout the term of the Agreement. Contractor technicians will service, stock and maintain the machine(s).

**License Granted by County:** The County determines that the space to be occupied by the KIOSK in the Butler County Jail is not needed for public use, and that the placement of the KIOSK at the Butler County Jail will provide a public benefit: (a) to county employees, and (b) to persons seeking to purchase telephone minutes for persons incarcerated in the Butler County Jail, and will not be inconsistent with the County's need for space for public use at such location. Accordingly, the County does hereby grant CPC a revocable license to locate, install and operate two (2) KIOSKs at the Butler County Jail.

**Contractor Employees**

Contractor will only employ United States citizens or legal residents of the U.S. to install, maintain and service the ITS and all associated equipment located at the Butler County Adult Detention facilities in Hamilton, Ohio.



**Insurance**

Contractor will maintain throughout the term of the general service agreement the following insurance requirements:

A) Workers Compensation insurance in accordance with the laws of the State of Ohio for all personnel and covering all sites subject to this service agreement.

B) Certificate of Insurance covering Public Liability and Auto Liability Insurance in the amount not less than \$2,000,000 per occurrence and aggregate for bodily injury, including accidental death, to any one person and in an amount not less than \$2,000,000 on account of any one occurrence and aggregate.

Such insurance shall remain in full force and effect during the life of the general service agreement. Insurance may not be changed or canceled unless the insured and the Board of County Commissioners are notified in writing not less than ten days prior to such change or cancellation. If any part of the general service agreement is sublet, the Contractor is responsible for that part being adequately covered by the insurance herein described above.

**Agreement Term:**

This Agreement shall be governed in accordance with the Laws of the State of Ohio and remain in full force and effective for a period of two (2) years, with one (1) year renewal options exercisable at County's discretion.



**Commission:**

**1. Prepaid Calling Cards:** Contractor will provide one hundred percent (100%) commission on up to four thousand dollars (\$4,000.00) worth of prepaid calling cards each month. CPC will pay fifty five percent (55%) commission on prepaid cards that exceed the four thousand-dollar (\$4,000.00) limit in monthly period.

If the Inmate Chirping System is fully installed and implemented, the Contractor will provide one hundred percent (100%) commission on up to eight thousand dollars (\$8,000.00) worth of prepaid cards a month instead of four thousand dollars (\$4,000.00). CPC will pay fifty five percent (55%) commission on prepaid cards that exceed the eight thousand-dollar (\$8,000.00) limit in monthly period.

**2. Direct Pay & Pin Debit Calling:** Commission will be paid monthly to the County on prepaid talk time used based on sixty percent (60%) of all prepaid Direct Pay and Pin Debit ITS talk time usage.

**3. Remote Video Visitation (Optional Service):** Commission will be paid monthly to the County based on twenty percent (20%) of all remote video visitation usage. Up to twenty-four thousand dollars (\$24,000.00) can be earned each year that remote video visitation is implemented on the CPC View Video Visitation System. See Attachment A for additional information on the Inmate Video Visitation System.

**4. Inmate Chirping System (Optional Service):** The County should initial one of the following methods for labor reimbursement payment to be paid. Up to one hundred and fifty thousand (\$150,000.00) can be earned each year that inmate chirping system is fully implemented. See Attachment B for Additional information related to the Inmate Chirping System.

         Option 1: Contractor will pay County monthly, a labor reimbursement payment in the amount of two cents (\$0.02) from every completed Chirp.

         Option 2: Contractor will allocate two cents (\$.02) from every completed chirp to a labor reimbursement fund. The fund can be used at the Sheriff's discretion for equipment and technology for the Butler County Sheriff's Office.

    X     Option 3: County declines Inmate Chirping System at this time but retains the option to reevaluate at a future date.

**Included Technology & Services:**

**1. Inmate Video Visitation System-** Contractor will continue to provide and maintain the Contractor View System at no cost to County. The video visitation system includes the inmate terminals at the main jail, Resolutions on Second Street, and the Court Street facility. The system also includes visitor terminals at the main Jail. See Attachment A for additional information on the Inmate Video Visitation System.

**2. Off – Duty Sheriff Office Employee -** Contractor will pay up to twenty-five thousand dollars (\$25,000) per year for an off-duty Butler County Sheriff's Office employee's salary to oversee weekend visitation.

**3. Inmate Communications Clerk-** Contractor will provide an Inmate Communications Clerk who will be the liaison with between BCSO staff and inmates and the telephone and visitation systems.

**4. Inmate Mail Scanner-** Contractor will provide the Vero Vision Mail Screener. This includes the scanner, service, support, updates, training, installation, 3 years of Annual Maintenance, and ID feature.

**5. Inmate Document Scanning Service-** Contractor will provide a customizable option for incoming inmate document copy services.

**6. CPC Investigator's Toolbox-** Contractor will provide the CPC Investigator's Toolbox (CPC-ITB) at no cost to County. CPC-ITB allows facilities to analyze an inmate's specific networks within the jail, and in the outside community. An overview of features includes:

- a. Continuous Voice Print Technology: The system uses voice print technology to continuously identify the voices of all inmates on the call. The system can analyze speech from any source, in multiple languages. Overtime, the system allows for voice prints to self-adjust and improve.
- b. Covert Enrollment: CPC-ITB features Covert enrollment, which allows the inmates' voice prints to be identified through a process that requires no formal setup. The system creates voice prints for each inmate and compares those during call processing to positively identify the inmate using the telephone.
- c. Pin Sharing & Multi Speaker Events : The system can identify multiple speaker events, where more than one inmate is speaking on the telephone call. The system will also identify PIN sharing events, where an inmate is making a call by using a different inmate's PIN number.
- d. Transcription & Translation: The Transcribe all (TALL) portion of the program transcribes and translates into English; all calls are indexed for keyword search.

**7. Video Arraignment System** - Contractor will continue to support the video arraignment system at the all Courts.

**8. Inmate Chirping System (Optional Service)** - At no cost, Contractor will provide a messaging service<sup>1</sup> for inmate usage called Chirping to the County. See Attachment B for Additional information related to the Inmate Chirping System.

**Pin Debit Transfers:**

County may ask Contractor to interface with County's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with Contractor. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by County. At the time an inmate initiates a transfer to Contractor to purchase prepaid phone time, Contractor's system will recognize the prepaid purchase, but County will continue to hold the cash deposit. At the end of each month, Contractor will invoice County for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

County agrees that payment terms for this invoice will be "due upon receipt" and will be paid to Contractor directly from the commissary trust fund. Additionally, at the request of Contractor, County agrees to work with Contractor to establish a direct ACH transfer to transfer money from the commissary trust account to Contractor for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than thirty (30) days, Contractor, in its sole discretion, may withhold payment of any commissions or other payments due to County until the past due invoice has been paid. County explicitly agrees that the non-payment by Contractor of commissions or other payments due to past due invoices does not constitute a breach by Contractor of this Agreement.

**Taxes, Regulatory & Network Fees:**

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

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<sup>1</sup> U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



**Calling Rates:**

Contractor will charge telephone rates allowed by tariff, if applicable. The rates may be amended by Contractor and the County.

**Liability:**

Contractor will have no liability for damage to County's premises from the installation, use or removal of the ITS or associated equipment unless such damage is the direct result of negligence of Contractor agents or employees. County agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the County. County further agrees that Contractor will have no liability for the content of recordings stored on behalf of the County. In no event shall Contractor's aggregate liability to County under this Agreement exceed the amount paid to Contractor under this Agreement.

**Indemnification:**

Contractor hereby agrees to indemnify and hold harmless the County from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by Contractor, Contractor agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. The County will be responsible for the consequences of its negligence or failure to perform under the contract.

**Regulatory Changes:**

In the event that new and/or revised government regulations prevent Contractor from providing commission or services to the County, Contractor will have the right to renegotiate this Agreement with the County.

**Call Rates**

Prepaid calling within the U.S.	\$0.16 per minute
Prepaid International Calling	Begins @ \$1.00 per minute, a list of countries and costs will be supplied to customer

**Service Level Agreement**

Response time:  
An individual phone outage: 24 hours  
Section of the building outage: 4 hours  
Complete system wide outage: 2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

**Uncontrollable Circumstances:**

Contractor and County reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.



**Maintenance and Repair:**

Contractor may remove or replace the ITS or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. Contractor, with the consent of County, may adjust the number of inmate telephones at the premise when, in Contractor's judgment, the revenue generated by the existing inmate telephones warrants such adjustments.

**Termination:**

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents Contractor from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then Contractor at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the County agrees to allow Contractor access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. Contractor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

**Resolution of Disputes:**

Disputes will be resolved in the Court of Common Pleas, Butler County, Ohio under the laws of the State of Ohio.



**Authority to Represent:**

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the ITS equipment. Furthermore, by signing this document County confirms to Contractor that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider. The person signing this Agreement on behalf of County has the authority and hereby directs Contractor to install the ITS and equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 5<sup>th</sup> day of October, 2020 (the "Commencement Date"). Any and all previous contracts and agreements entered into between these parties are null and void.

BOARD OF COMMISSIONERS OF  
BUTLER COUNTY, OH

Signature: [Signature]  
Print Name & Title: T.C. Rogers, President  
Date: October 5, 2020

Combined Public Communications, LLC

Signature: [Signature]  
Print Name & Title: CAROLIE ENGLE, President  
Date: 9/15/2020

Signature: [Signature]  
Print Name & Title: Cindy Carpenter, vice president  
Date: October 5, 2020

Signature: [Signature]  
Print Name & Title: Donald Dixon, Member  
Date: October 5, 2020

Approved as to form only.

[Signature]  
Dan L. Ferguson  
Chief Assistant Prosecuting Attorney

September 15, 2020



**Combined Public Communications, LLC**  
*Inmate Communications General Service Agreement*  
**Attachment A – Inmate Video Visitation System**

WHEREAS, this Attachment relates to the Inmate Communications General Service Agreement originally entered into by Combined Public Communications, LLC ("Contractor") and the Board of County Commissioners of Butler County OH ("County") with its principle place of business at 315 High Street in Hamilton, OH 45011.

**Equipment**

Contractor will continue to provide and maintain the CPC View Video Visitation System at no cost to County. The video visitation system includes the inmate terminals at the Main Jail, Resolutions on Second Street, and the Court Street facility. The system also includes visitor terminals at the Main Jail. The equipment will always remain the property of Contractor.

**Video Visitation**

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%*

County should select one of the following options regarding Video Visitation:

\_\_\_\_\_ Option 1: County agrees to utilize onsite video visitation.

\_\_\_\_\_ Option 2: County agrees to utilize both remote video visitation & onsite video visitation for use by Courts and attorneys only.

\*Remote video visitation commission will be paid monthly to the County based on twenty percent (20%) of all remote video visitation usage. Up to twenty-four thousand dollars (\$24,000.00) can be earned each year that remote video visitation is implemented on the CPC View Video Visitation System.

**Email**

Feature	Rate	Commission
Email	\$0.50/email	n/a

County should select one of the following options regarding this technology:

\_\_\_\_\_ Option 1: County agrees to utilize Email.

\_\_\_\_\_ Option 2: County is not interested in utilizing Email.

**Fast Case Law Library**

Contractor will provide the County access to Fast Case Law Library Service (Service) at no cost to County. County should select one of the following options regarding this technology:

  X   Option 1: County agrees to utilize this Service.

\_\_\_\_\_ Option 2: County is not interested in utilizing this Service.



**Combined Public  
Communications**

**Contractor Responsibilities**

Contractor will provide and install the View units and associated operational hardware, provide ongoing service, support, and maintenance throughout the term of the Agreement.


**County Responsibilities:**

It is the County's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the County.

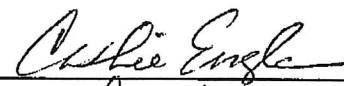
**Remote Video Visitation Storage**


Contractor will store remote video visits for ninety (90) days.


**BOARD OF COMMISSIONERS OF  
BUTLER COUNTY, OH**

Signature:   
Print Name & Title: T.C. Rogers, President  
Date: October 5, 2020

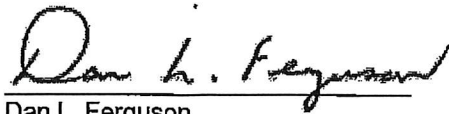
**Combined Public Communications, LLC**

Signature:   
Print Name & Title: Charlie Engle, President  
Date: 9/15/2020

Signature:   
Print Name & Title: Cindy Carpenter, Vice President  
Date: October 5, 2020

Signature:   
Print Name & Title: Donald Dixon, Member  
Date: October 5, 2020

Approved as to form only.

  
Dan L. Ferguson  
Chief Assistant Prosecuting Attorney

September 15, 2020



**Combined Public  
Communications**

**Combined Public Communications, LLC**  
*Inmate Telecommunications General Service Agreement*

**Attachment B – Inmate Chirping System**

WHEREAS, this Attachment relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "Contractor"), and the Board of County Commissioners of Butler County OH ("County") with its principle place of business at 315 High Street in Hamilton, OH 45011. At no cost, Contractor will provide a messaging service<sup>2</sup> for inmate usage called Chirping to the County as follows:

**Exclusive Agreement**

County agrees to exclusively permit Contractor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

**Contractor Provides:**

Contractor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Contractor will provide ongoing service, support and maintenance of the Chirping devices and platform.

**County Provides:**

County provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Contractor; additionally, County will provide the labor to check the devices in/out and keep the chirping devices charged.

**Chirping Rates, Funding & Fees:**

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Contractor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Contractors live representative customer service center, plus credit card fees.

**Labor Reimbursement:**

Up to \$150,000.00 can be earned each year that inmate chirping system is fully implemented. The County should initial one of the following methods for labor reimbursement payment:

See Section Commission of the Agreement. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.

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<sup>2</sup> U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



**Combined Public  
Communications**

**Device Loss/ Damage & Replacement Policy:**

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

**Authority to Represent:**

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

**BOARD OF COMMISSIONERS OF**

**Combined Public Communications, LLC**

**BUTLER COUNTY, OH**

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

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

Print Name & Title: T.C. Rogers, President

Print Name & Title: Carrie Engle, President

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

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

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

Print Name & Title: Cindy Carpenter, Vice President

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

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

Print Name & Title: Donald Dixon, Member

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

Approved as to form only.

Dan L. Ferguson

September 15, 2020

Dan L. Ferguson  
Chief Assistant Prosecuting Attorney



Extension No.1  
to the  
Inmate Communications General Service Agreement

This Extension No.1 to the Inmate Communications General Service Agreement is made and entered into this 11<sup>th</sup> day of July, 2022, by and between the Board of County Commissioners of Butler County, Ohio, 315 High Street, Hamilton, Ohio 45011, on behalf of the Butler County Sheriff, and Combined Public Communications LLC, PO Box 76573, Highland Heights, Kentucky 41076.

WHEREAS, the parties have previously entered into an agreement for Inmate Communications with an original date of October 5, 2020.

WHEREAS, the agreement permits the parties by mutual agreement to extend the agreement term for one (1) additional period.

WHEREAS, there will be one (1) exception to the terms and conditions set forth in the agreement; the exception is as follows:

1. Page three (3), number three (3), Included Technology & Services section of the original agreement states: OFF-Duty Sheriff Office Employee – Contractor will pay up to twenty five thousand dollars (\$25,000) per year for an off- duty Butler County Sheriff's Office employee's salary to oversee weekend visitation, will be changed to: Contractor will pay up to thirty seven thousand four hundred and forty dollars (\$37,440) per year for an off-duty Butler County Sheriff's Office employee's salary, not to exceed eighteen (18) hours per week, to oversee weekend visitation. This exception will begin April 1, 2022.

WHEREAS, the parties desire to exercise the extension for an additional one (1) year period.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained as set forth herein, the parties agree to amend the agreement dated October 5, 2020 as follows:

1. The effective date of the Agreement shall be from October 5, 2022 to October 5, 2023.

In all other respects, the terms and considerations of the October 5, 2020 agreement shall otherwise remain in full force and effect.

BOARD OF COMMISSIONERS OF  
BUTLER COUNTY, OHIO

Combined Public Communications, LLC

Signature: 

Signature: 

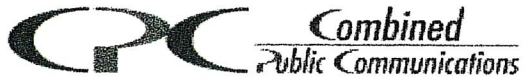
Print Name & Title Donald L. Dixon, Commissioner

Print Name & Title: Carrie Engle, President

Date: 7/11/22

Date: 6/24/2022





**BOARD OF COMMISSIONERS OF  
BUTLER COUNTY, OHIO cont.**

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

Print Name & Title T.C. Rogers, Commissioner

Date: 7/11/22

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

Print Name & Title Cindy Carpenter, Commissioner

Date: 7/11/22

Approved as to form only.

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

Print Name & Title Dan L. Ferguson  
Chief Assistant Prosecuting Attorney

Date: June 23, 2022

## June 2023 Commission Statement

### Butler County OH Sheriffs Office

#### Commission

Pre-Paid Vended Calling Card Revenue	\$ 2,867.58
Pre-Paid Vended Calling Card Commission	\$ 1,577.17
Direct Pay Revenue	\$ 41,727.80
Direct Pay Commission	\$ 25,036.68
PIN Debit Revenue	\$ 44,342.23
PIN Debit Commission	\$ 26,605.34
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<b>Total Commission</b>	<b>\$ 53,219.19</b>

#### Summary

Total Commission	\$ 53,219.19
Total Deductions	\$ -
<b>Commission Paid - Check Enclosed</b>	<b>\$ 53,219.19</b>
Total Additional Value	\$ -
<b>Total Value to Facility</b>	<b>\$ 53,219.19</b>

## May 2023 Commission Statement

### Butler County OH Sheriffs Office

#### Commission

Pre-Paid Vended Calling Card Revenue	\$ 2,857.77
Pre-Paid Vended Calling Card Commission	\$ 1,571.77
Direct Pay Revenue	\$ 28,724.46
Direct Pay Commission	\$ 17,234.68
PIN Debit Revenue	\$ 39,590.16
PIN Debit Commission	\$ 23,754.10
Commissary Card Profit	\$10,600
<b>Total Commission</b>	<b>\$ 53,160.55</b>

#### Summary

Total Commission	\$ 53,160.55
Total Deductions	\$ -
<b>Commission Paid - Check Enclosed</b>	<b>\$ 53,160.55</b>
Total Additional Value	\$ -
<b>Total Value to Facility</b>	<b>\$ 53,160.55</b>



## April 2023 Commission Statement

### Butler County OH Sheriffs Office

#### Commission

Pre-Paid Vended Calling Card Revenue	\$ 1,744.00
Pre-Paid Vended Calling Card Commission	\$ 959.20
Direct Pay Revenue	\$ 40,288.94
Direct Pay Commission	\$ 24,173.36
PIN Debit Revenue	\$ 46,558.68
PIN Debit Commission	\$ 27,935.21

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<b>Total Commission</b>	<b>\$ 53,067.77</b>
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#### Summary

Total Commission	\$ 53,067.77
Total Deductions	\$ -
<b>Commission Paid - Check Enclosed</b>	<b>\$ 53,067.77</b>
Total Additional Value	\$ -
<b>Total Value to Facility</b>	<b>\$ 53,067.77</b>