



OFFICE OF THE SHERIFF



COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

June 8, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER FOUR TO AGREEMENT
NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INCORPORATED,
FOR INMATE TELEPHONE SYSTEM AND SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter is a joint recommendation by the Sheriff and the Interim Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking the Board's approval of Amendment Number Four (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Incorporated (PCS), for the provision of Inmate Telephone System (ITS) and Services for the inmates and juveniles being held in both the Department's and Probation's facilities. The Amendment modifies the inmate telephone billing rates and implements new Federal Communications Commission (FCC) authorized ancillary service charges consistent with the FCC's Second Report and Order, and Third Further Notice of Proposed Rulemaking (FCC 15-136), effective June 20, 2016.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute an Amendment, substantially similar to the attached, to: (1) modify the inmate telephone billing rates and implement new FCC-authorized ancillary service charges consistent with FCC 15-136, (2) delete the Convenience and Single-Bill fees currently authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) add the Advance Pay One Call (APOC)

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service, (4) formally memorialize the addition of customer kiosks at the Department's custody and detention facilities, and (5) exercise the first one-year Option Term from November 1, 2016, through October 31, 2017.

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice to PCS, once the Department has completed the Request for Proposal (RFP) process for a new inmate telephone services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department and Probation to align the County's Agreement for ITS and Services with FCC 15-136, which established caps on Interstate and Intrastate calling rates and eliminated, restricted, and/or further defined the fees, which may be charged by inmate calling service providers.

Background

On September 20, 2011, the Board approved Agreement Number 77655 for the provision of ITS and Services to the Department and Probation, with an initial term from November 1, 2011, through October 31, 2016. Under the Agreement, the County has the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period through April 30, 2020.

Under the current Agreement, the Department receives a commission of 67.5 percent of the Total Billable Amount, as defined in the Agreement or a Minimum Annual Guarantee (MAG) in the amount of \$15 million, whichever is greater, to offset operational and programming costs within the jails. Under a similar arrangement, Probation receives a MAG in the amount of \$59,000 annually.

The ITS rates and fees currently permitted under the Agreement are as follows:

- Domestic calling rates (Interstate (Collect) and Intrastate) - \$1.25 first minute/connection fee; \$0.15 each additional minute.
- Domestic calling rates (Interstate (Debit Phone Account (Cardless) and Pre-Paid Account)) - \$1.05 first minute/connection fee; \$0.15 each additional minute.
- Convenience Fee - \$1.00 per call (applies to Collect and Advance Pay Prepaid Calls).
- Single Bill Fee - \$2.49 per billing cycle (pass through fee for Collect Calls only).

On September 26, 2013, the FCC released a "Report and Order, and Further Notice of Proposed Rulemaking" (FCC 13-113), which established interim rate caps on the Interstate calling rates charged by inmate calling service providers.

On February 10, 2014, the County and contractor entered into Amendment Number Three to the Agreement, which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone (Cardless) and Pre-Paid Account), effective February 11, 2014.

On November 5, 2015, the FCC released a "Second Report and Order and Third Further Notice of Proposed Rulemaking" (FCC 15-136), which established rate caps on Interstate and Intrastate calling rates and eliminated, restricted, and/or further defined the fees, which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b)(2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of Intrastate calling services; whereas, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016.

Proposed Amendment/Contract Negotiations

On March 31, 2016, the Department and PCS reached a tentative negotiated agreement pending approval by the Board, which:

1. Exercises the first one-year Option Term of the Agreement from November 1, 2016, through October 31, 2017.
2. Implements the APOC service, which allows an inmate to initiate a call to a customer without having a pre-established billing arrangement and where the customer does not want to establish an Advance Pay account; it is a pay-per-call option where the customer may pay for a call using a credit card or debit card.

3. Modifies inmate telephone billing rates as follows:

Inmate Telephone Billing Rates:

- Eliminates the first-minute/connection fee of \$1.25 for Interstate (Collect) and Intrastate Calls;
- Eliminates the first-minute/connection fee of \$1.05 for Interstate (Debit Phone Account (Cardless) and Pre-Paid Accounts) Calls;
- Establishes a \$0.25 per minute rate for all Intrastate Calls;
- Establishes a \$0.25 per minute rate for Interstate (Collect) Calls;
- Establishes a \$0.21 per minute rate for Interstate calls (Debit Phone (Cardless) and Pre-Paid Accounts) Calls; and
- Eliminates the first-minute/connection fee for International Calls.

4. Eliminates "Miscellaneous Fees" and converts the fee structure to incorporate new FCC-authorized ancillary service charges consistent with FCC 15-136, as follows:

Ancillary Service Charges:

- Eliminates the \$2.49 Single-Bill Fee;
- Eliminates the \$1.00 Convenience Fee;
- Implements a \$2.00 Paper Bill/Statement Fee, which provides the customer an optional paper billing statement. No charge is permissible for electronic bills/statements;
- Implements a \$5.95 Live Agent Fee, which provides the customer (non-inmate) with the option to use the services of a live agent operator to establish or fund an Advance Pay account to complete inmate telephone transactions;
- Implements Third-Party Financial Transaction Fees, which are passed through to the customer directly with no markup and are associated with the transfer of money or processing of financial transactions, so as to facilitate a customer's ability to make account payments via a third party; and,

- Implements two Automated Payment Fees for Pre-Paid Accounts, as follows:

- a) Advance Pay Fee (\$3.00 per-deposit)

Advance Pay Fee means a per-deposit automated payment fee associated with a deposit of funds, via credit card or debit card, into an Advance Pay Account established or funded by a customer for inmate telephone calling services.

OR

- b) Advance Pay One Call Fee (\$3.00 per-call)

Advance Pay One Call Fee means a per-call automated payment fee associated with Advance Pay One Call services where there is no pre-established or funded billing arrangement, the customer does not want to establish or fund an Advance Pay account for inmate telephone calling services, and the customer chooses to pay for just that call using a credit card or debit card.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery. Specifically, the Amendment will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The County's commission will continue to be 67.5 percent of the Total Billable Amount or a Minimum Annual Guarantee in the amount of \$15 million for the Department and \$59,000 for Probation, whichever is greater, for each year of the Agreement. The County does not collect a commission on any Ancillary Service Charges collected by the Contractor. Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund (IWF) and used for various educational and recreational programs, and projects that benefit the inmates. Revenue generated from the Agreement for Probation will be deposited into Probation's Detentions Budget (DB) account to benefit juveniles housed at their facilities.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California penal code section 4025(d), any commission received from the inmate telephone provider shall be deposited into the IWF.

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The attached Amendment has been approved as to form by County Counsel.

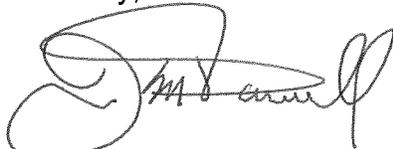
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. The Department is currently developing work requirements for a future RFP for inmate telephone services.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Department's Contracts Unit.

Sincerely,



JIM McDONNELL
SHERIFF

Reviewed by,



CALVIN REMINGTON
INTERIM CHIEF PROBATION OFFICER

**AMENDMENT NUMBER FOUR TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

This Amendment Number Four (“Amendment”) to Agreement Number 77655 (“Agreement”) is entered into by and between County of Los Angeles (“County”) and Public Communications Services, Inc. (“Contractor”), effective June 20, 2016.

- A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011, through October 31, 2016, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department (Department) and the Los Angeles County Probation Department (Probation); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work) of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and
- F. WHEREAS, on February 10, 2014, County and Contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in

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compliance with FCC 13-113; and

- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b)(2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, the Agreement currently expires on October 31, 2016; and
- L. WHEREAS, effective June 20, 2016, County and Contractor desire to amend the Agreement to (1) modify the Inmate Telephone Billing Rates and implement new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) delete the Convenience and Single-Bill fees currently authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) add the Advance Pay One Call (APOC) service, (4) formally memorialize the addition of Customer kiosks at Sheriff's Department Custody and Detention Facilities, and (5) exercise the first one-year Option Term from November 1, 2016, through October 31, 2017.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

- 1. Paragraph 2.52 of the Agreement is deleted in its entirety and replaced as follows to update the definition of Total Billable Amount:
 - 2.52 "Total Billable Amount" means the aggregate of total claims made by Contractor against Inmates and Customers for Collect Call and Pre-Paid

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Call services, excluding the Ancillary Service Charges and FCC-permissible Taxes and regulatory fees listed in Exhibit C (Telephone Rates and Payment Schedule) of this Agreement for which revenue share to County is not realized.

2. Paragraph 6.2.5 of the Agreement is deleted in its entirety and replaced as follows to delete the prior Paragraph 6.2.5 and to renumber and modify the former Paragraph 6.2.6:

6.2.5 Notwithstanding Paragraph 6.2.3 above, an Amendment shall be mutually agreed upon and executed by Sheriff and Contractor for any of the following:

- (a) any change that decreases the billing rate set forth on Attachment 2 (Speed Dial Call Rate to Designated County Entities) consistent with Paragraph 9.4.4.
- (b) any change that incorporates new technologies, methodologies, and techniques into the System or any of its components, consistent with Paragraph 15 (New Technology) and such other changes to the Agreement as are necessary or desirable in order to implement such option, and
- (c) any change that exercises the options set forth in the Exhibit B (Statement of Work), Section 2.2.1 (Description of Inmate Telephones), Section 2.3.2.5 (Pre-Paid Call Services), and Section 6.0 (Proof of Concept) and such other changes to the Agreement as are necessary or desirable in order to implement such options.

3. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to exercise the first one-year Option Term and from November 1, 2016 through October 31, 2017:

7. **TERM**

7.1 The Term of this Agreement shall be from November 1, 2011, through and including October 31, 2017, unless terminated earlier in whole or in part, as provided herein.

7.2 The County has the option, at County's discretion and upon notice to Contractor prior to the end of the then-current period of the Agreement Term, to extend the Term of this Agreement for up to

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two (2) additional one (1) year periods, and a maximum of a six (6) month transition period in any increment (each an "Option Term") for a maximum total Agreement Term not to exceed eight (8) years and six (6) Months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4 above.

7.3 Contractor shall notify both Sheriff Project Director, Sheriff Project Manager, Probation Project Director, and Probation Project Manager when the current Term is within six (6) months from the expiration of such, as provided in this Paragraph 7 (Term). Upon occurrence of this event, Contractor shall send written notification to the addresses herein provide in Exhibit K (County and Contractor Administration) of the Agreement.

7.4 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

4. Paragraph 9.4 (Inmate Telephone Billing Rates) of the Agreement is deleted in its entirety and replaced as follows:

9.4 Inmate Telephone Billing Rates

9.4.1 Contractor shall charge Inmates and Customers for Collect and Pre-Paid Calls at the inmate telephone billing rates set forth in Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedules) of this Agreement.

9.4.2 INTENTIONALLY OMITTED

9.4.3 The inmate telephone billing rates set forth in Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedules) of this Agreement shall remain the same and fixed for the Term of the Agreement, unless modifications to these inmate telephone billing rates are mandated or otherwise required by the Federal Communications Commissions (FCC), California Public Utilities Commission (CPUC), or other governmental regulatory agency having standing in the State of California. Such

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modifications shall only be made by way of an Amendment as required in Paragraph 6 (Change Orders and Amendments) of this Agreement and shall be mutually agreed upon and executed by Board and Contractor.

9.4.4 Contractor shall charge the County for Speed Dial Calls made by Inmates to designated County entities at the rate set forth in Attachment 2 (Speed Dial Call Rates to Designated County Entities) of Exhibit C (Telephone Rates and Payment Schedule) of this Agreement. This call rate may be adjusted downward only. Such changes shall only be made by way of an Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff and Contractor.

5. Paragraph 9.5 (Miscellaneous Fees) of the Agreement is deleted in its entirety and replaced as follows to rename Paragraph 9.5 "Ancillary Service Charges" and revise fees consistent with FCC 15-136:

9.5 Ancillary Service Charges

9.5.1 Contractor shall only charge Customers the Ancillary Service Charges, for which revenue share to County is not realized, that are expressly set forth in Section C (Ancillary Service Charges) of Exhibit C (Telephone Rates and Payment Schedule) of this Agreement, and only in the amounts and at the rates set forth in Section C (Ancillary Service Charges) of Exhibit C (Telephone Rates and Payment Schedule) of this Agreement. These charges shall remain the same and fixed for the Term of the Agreement, unless modifications to these Ancillary Service Charges are mandated or otherwise required by FCC, CPUC, or other governmental regulatory agency having standing in the State of California. Such modifications shall only be made by way of an Amendment as required in Paragraph 6 (Change Orders and Amendments) of this Agreement and shall be mutually agreed upon and executed by Board and Contractor.

9.5.2 INTENTIONALLY OMITTED

6. Paragraph 9.6 (Taxes and Regulatory Fees) is added to the Agreement as follows:

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9.6 Taxes and Regulatory Fees

9.6.1 Contractor shall only charge mandatory applicable pass-through Taxes and regulatory fees as set forth on Exhibit C (Telephone Rates and Payment Schedule) of this Agreement and expressly authorized by the FCC. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to Inmates and Customers directly with no mark-up.

7. Subparagraph 3.1.1 of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to include communications related to contract negotiations:

3.1.1 Contractor shall maintain the confidentiality of all records and information, including all records and information pertaining to Inmates, telephone usage, and/or payment or prepayment of any calls, accounts, etc. and all events and/or circumstances which are obtained, to which Contractor has access and/or which occur during the course of Contractor's performance under the Agreement, including all private deliberations, discussions, or other communications with County staff regarding contract negotiations or contract re-negotiations affecting the Agreement or any Amendment executed thereto, (collectively in this Exhibit, "confidential information"), events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Data Security Guidelines, Card Rules, Federal, State, and local laws, rules, regulations, ordinances, guidelines, standards, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8. Subparagraph 3.2.3 is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows related to contract negotiations:

3.2.3 During the Term of this Agreement, and for a period of five (5) years thereafter, Contractor shall not publish, disseminate nor disclose in any manner, material or information concerning private deliberations, discussions, or other communications with County staff regarding contract negotiations or contract re-negotiations affecting the Agreement or any Amendment executed thereto.

9. Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the revised Exhibit B (Statement of Work), attached hereto.

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10. Attachment 1 (Glossary of Terms) of Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the revised Attachment 1 (Glossary of Terms) of Exhibit B (Statement of Work), attached hereto.
11. Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit C (Telephone Rates and Payment Schedule), attached hereto, to modify inmate telephone billing rates and implement new Ancillary Service Charges.
12. Attachment 1 (International Rate Table) of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety and replaced with the revised Attachment 1 (International Rate Table) of Exhibit C (Telephone Rates and Payment Schedule), attached hereto, to delete the per-call connection fee.
13. Exhibit K (County and Contractor Administration) of the Agreement is deleted in its entirety and replaced with the revised Exhibit K (County and Contractor Administration), attached hereto, to update County and Contractor key personnel.
14. Exhibit N (Kiosk Locations) is added to the Agreement to formally memorialize the locations of each kiosk located at Sheriff's Department Custody and Detention Facilities.
15. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
16. Contractor represents and warrants that the person executing Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf Sheriff of Los Angeles County, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
JIM McDONNELL, SHERIFF

Date: _____

PUBLIC COMMUNICATIONS
SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel

EXHIBIT B

(Restated under Amendment Number Four)

STATEMENT OF WORK

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ATTACHMENTS

Attachment 1 – Glossary of Terms

Attachment 2.1 – Sheriff’s Department Custody and Detention Facilities

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Attachment 3.1 – Sheriff’s Department Average Daily Inmate Populations

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Attachment 4 – Entry Application for Custody Facilities

Attachment 5 – Monthly Maintenance Report

Capitalized terms in this Statement of Work without definition herein shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Agreement, and, if not defined therein, in Attachment 1 (Glossary of Terms) to this Exhibit B (Statement of Work).

1.0 INTRODUCTION

Without limiting the more detailed descriptions set forth in subsequent sections of this Exhibit B (Statement of Work), Exhibit H (ITS and Services Functional Capabilities and Features), and otherwise in the Agreement, the Contractor's Work hereunder shall include the following, in each case in accordance with the Agreement, this Exhibit B (Statement of Work), Exhibit H (ITS and Services Functional Capabilities and Features), and otherwise.

1.1 Purpose

The Contractor shall provide an Inmate Telephone System (as further defined in the Agreement, "ITS") and Services to be used by inmates and detainees located throughout the Sheriff's Department Custody and Detention Facilities and by juvenile detainees at the Probation Department's Detention and Camp Facilities (collectively "Inmates"). The ITS and Services shall provide automated operator, Collect Call, and Pre-Paid Call capabilities. The ITS and Services shall include all necessary Telephone Platforms, Telephone Instruments, and all other equipment necessary to perform the functions and Services described in the Agreement and this Statement of Work; System administration; call billing and collection functions; call monitoring and recording capabilities; and complete maintenance of all equipment, hardware, and software. The ITS and Services must comply with the American with Disabilities Act and Title 24 of the California Board of Corrections Regulations (<http://www.bdcorr.ca.gov>). The Services provided shall be under the direction of the Sheriff Project Director and Probation Project Director.

1.2 Overview

The Sheriff's Department and Probation Department have custody and detention facilities located throughout Los Angeles County. In the Sheriff's Department Custody and Detention Facilities, there are currently 4,010 Inmate telephones in place servicing an average daily Inmate population of 20,480. The Average Daily Inmate Population can expand to 23,782, when all Sheriff's Department Custody and Detention Facilities are fully open. The standard Inmate phone hours within the Sheriff's Department Custody and Detention Facilities are 06:00 am to 10:00 pm daily, with some variation from facility to facility.

The Probation Department currently has 191 Inmate telephones in place servicing an Average Daily Inmate Population of 2,246. The standard Inmate phone hours within the Probation Department Detention and Camp Facilities are also 06:00 am to 10:00 pm daily, with some variation from facility to facility. The Contractor should be aware that, per Probation Department's Directive No. 1166 issued on May 1, 2008, the Probation Department shall facilitate telephone calls to all detained Minors in Probation Department Detention and Camp Facilities to enhance the reunification process. Per Directive No. 1166, Minors shall have access to at least one (1) free telephone call per week except for a limited duration while safety and security are a concern. These free telephone calls will not be made via the telephone system under this Agreement.

Inmates are generally allowed to make phone calls without restriction. These phone calls are either (1) Collect Calls, or (2) Pre-Paid Calls through the use of a Debit Phone Account (Cardless) or Pre-Paid Account.

The ITS phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made by Inmates from the Probation Department and calls made to criminal defense attorneys, including the Los Angeles County Public Defender, whose telephone numbers shall be predetermined by the County and then downloaded by Contractor into the ITS.

Phone calls to certain numbers shall be blocked on a System-wide basis and to others on a case-by-case basis. The County Project Directors and County Project Managers, in addition to Sheriff's Department Inmate Telephone Monitoring System (ITMS) Unit investigative staff, shall have the ability to block any telephone number whenever deemed necessary. System-wide Blocked Calls include those to prosecuting attorneys and government officials. These numbers will be predetermined by the County and then downloaded by Contractor into the ITS. Calls to victims and/or witnesses shall be blocked on a case-by-case basis by adding specific numbers into the ITS at the request of the County.

Inmate telephone services are currently provided by Global Tel*Link Corporation (GTL). Contractor shall be required to plan, finance, and implement the phased integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone services. Contractor shall be responsible for any changeover costs associated with the new installation or conversion of Telephone Instruments, associated equipment and/or software, and Telephone Enclosures. The type of

Telephone Instrument and enclosures shall be subject to approval by the Sheriff Project Director and Probation Project Director or designees.

All Inmate telephones are currently owned by GTL. Contractor shall be required to provide the same amount of, or more, telephones that meet the description provided in this Statement of Work. A list of the existing telephones is contained in Attachment 2.1 (Sheriff's Department Custody and Detention Facilities) and Attachment 2.2 (Probation Department Detention and Camp Facilities) to this Statement of Work.

GTL will continue to operate and maintain its telephone systems and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new ITS and Services at each Sheriff's Department Custody and Detention Facility and Probation Department Detention and Camp Facility.

The ITS shall provide sufficient security safeguards to preclude fraudulent use of the ITS. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers and attempts to initiate 3-way calls and call forwarding.

Unauthorized Call attempts shall be flagged, archived, and alert reports shall be generated. The ITS shall provide the ability to selectively monitor call activity in real time and initiate appropriate action as necessary. The ITS shall be capable of retrieving and generating Inmate Unauthorized Call activity logs for specified periods.

The ITS shall have the capability to record the content at one hundred percent (100%) of all Inmate telephone calls. Recordings must be selectable by Telephone Instrument, group of Telephone Instruments, facility, and/or called number. Once recorded, the content of the call must be stored for retrieval in a proprietary format for up to one (1) year on all calls. The ITS shall have the capability to transfer the recorded calls to removable media for archiving or review. The proprietary software shall be made available to the County indefinitely after the termination of the Agreement for recordings identified by the County.

The ITS shall be capable of generating a variety of management reports. The ITS shall be able to identify calls by time, location, specific Telephone Instrument, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

The Contractor shall be responsible for ITS maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff Project Manager and Probation Project Manager. Any routine or scheduled maintenance that could affect Inmate access to phones, revenue, and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

The Contractor shall be responsible for the billing and collection of all completed Inmate Collect Calls and Pre-Paid Calls in accordance with tariff requirements of both FCC and CPUC.

During the Term of the Agreement, the Contractor shall work closely with the County and make specific recommendations that may improve and/or enhance Inmate telephone services. New and updated technologies that may improve and/or enhance the County's ITS and Services shall be considered by the Sheriff Project Director and Probation Project Director pursuant to Paragraph 15 (New Technology) of the Agreement.

Notwithstanding the requirements set forth in this SOW and elsewhere in the Agreement, Contractor's ITS and Services, including but not limited to the stated inmate telephone billing rates and Ancillary Service Charges set forth in Exhibit C (Telephone Rates and Payment Schedule), shall at all times comply with the rules, regulations, requirements, and directives established by the FCC, including but not limited to 46 CFR section 64.6000 *et seq.*, as such may be amended during the Term of this Agreement.

2.0 SYSTEM REQUIREMENTS

2.1 General Requirements

The ITS shall provide for an automated operator telephone system and call billing services, capable of providing Collect Call or Pre-Paid Call services throughout the continental 48 states, Alaska and Hawaii. The ITS shall also provide for international Pre-Paid Call services throughout Canada, Mexico, South America, and to over-seas destinations.

2.2 Inmate Telephones

2.2.1 Description of Inmate Telephones

All Telephone Instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant

finish, and suitable for use in high use and high abuse custody and detention environments. The Telephone Instruments shall be a mid size phone approximately 15"H x 8"W x 4"D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The Telephone Instruments shall be suitable for indoor and outdoor installations and shall have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle or a handset that is cordless. Cordless instruments may be of slightly larger or smaller size, depending on the manufacturer's specifications and availability. The Telephone Instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins, bills, or credit cards as payment.

Instrument requirements are based on current technology and facility need. New technology and/or Telephone Instruments determined to be better suited for the custody and detention environment may be substituted at the request of County or Contractor with County approval, subject to Paragraph 6 (Changes Orders and Amendments) of the Agreement.

The Contractor shall provide a Portable Telephone system for Sheriff's Department Custody and Detention Facilities, at Sheriff's Department's discretion, with a minimum of one (1) at each facility that addresses such needs as overflow housing and administrative segregation. The Portable Telephone use will be facilitated by Sheriff's Department facility staff that will connect the Portable Telephone to a telephone jack and wheel the Portable Telephone to cells or dayrooms for Inmate usage. The Portable Telephone Instruments shall be on a rigid cart with wheel castors, sufficiently sized to fit through thirty-six (36) inch doors. The handset telephone cord and the marine cord lengths shall be determined by the Sheriff Project Manager. The handset telephone cord must be in armored flex tubing, and the marine cord must be permanently attached to the cart and capable of plugging into a pre-positioned telephone jack as designated by the Sheriff Project Manager or designee. Any departure from these specifications must be approved in writing by the Sheriff Project Manager or designee. Contractor may be required to provide a true cordless handset telephone at select facility locations as directed by the Sheriff Project Director or designee.

The Contractor shall be required to install a Telephone Instrument in the Inmate Trusty quarters at each of the Sheriff's Department stations listed on Attachment 2.1 for the exclusive

use of Inmate Trustees assigned to that Sheriff's Department station. These Telephone Instruments shall possess the same monitoring, recording, and archiving capabilities of all phones at other Sheriff's Department Custody and Detention Facilities.

2.2.2 Physical Safeguards

Inmate Telephone Instruments shall be tamperproof and consist of rugged steel encased housings and shockproof keypads. All handsets, earpieces, and mouthpieces shall be of heavy-duty construction with no removable parts. Telephone Instruments shall be configured with a braided steel receiver cord twelve (12) inches in length to reduce the risk of suicide by hanging. Cordless phones shall have an on/off hook switch and may be required at the County's discretion. All Telephone Instruments shall be both water and fire resistant, and have key-locked mountings to the wall. All other Inmate Telephone Instrument associated equipment, including outdoor installations, shall meet the County's safety and security standards as determined by the Sheriff Project Manager and Probation Project Manager.

2.2.3 Support for Hearing Impaired

The ITS shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA) and Telephone Devices for the Deaf (TDD) regulations and standards. A minimum of two (2) TDD Inmate Telephone Instruments are required at each Sheriff's Department Custody and Detention Facility and a minimum of two (2) TDD Telephone Instruments are required at each of the Probation Department's three (3) juvenile halls and the Challenger Memorial Youth Center.

Amplified Handsets may also be required in specific Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Those telephones shall be fitted with a volume control device, which allows the Inmate to increase or decrease the volume of the headset earpiece.

2.2.4 Other Features

The ITS shall provide the capability to turn telephones on or off remotely throughout the System and have a manual and automated on/off switch (System Administrator Kill Switch) in selected locations within each Sheriff's Department Custody and

Detention Facility and each Probation Department Detention and Camp Facility. The Telephone Instruments shall provide the capability to mute the Inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The Telephone Instruments shall not have any functional coin drop and coin return slots, as the cavity of the Telephone Instrument must be sealed completely.

2.2.5 Electrical Requirements

All Telephone Instruments shall be line powered, with the exception of those that are TDD. All Telephone Instruments shall not require additional power sources or batteries and shall be in full compliance with FCC regulations and UL Standards. All Telephone Instrument installations shall comply with National Electrical Code standards. ITS servers and recording equipment must remain operational during a temporary loss of power and shall have an uninterruptible power supply (UPS) system capable of operation for a minimum of eight (8) hours. Contractor's UPS system shall operate in conjunction with the Sheriff's and Probation Departments' generator back-up power supply, which is set for a two (2) minute wait to switch over to generator power from the power company supply. UPS requirements will vary by facility, and as such, the power supply at each facility shall be modified accordingly to provide eight (8) hours of uninterrupted back-up power. In addition, a system alert mechanism shall be established to notify the Contractor immediately upon any loss of power to the ITS.

2.2.6 Premises Wiring Standards

The premises wiring currently installed in the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities complies with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902 which will be made available to Contractor upon request.

All premises wiring systems installed by Contractor shall be in accordance with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902. All premises wiring systems installed by Contractor shall be concealed or installed in metal conduit and shall remain the property of the County.

2.2.7 Environmental Requirements

The Inmate Telephone Instruments will be installed in all existing indoor and outdoor telephone sites and may require the installation of Telephone Enclosures. The Contractor shall be responsible for any changeover costs associated with the installation of Inmate Telephone Instruments, associated equipment, and Telephone Enclosures. The Contractor's type of Telephone Instruments and Telephone Enclosures shall be subject to written approval by Sheriff Project Manager and Probation Project Manager.

2.3 Class of Service

2.3.1 No Live Agent Operator Access to Inmates

The Contractor's automated operator ITS shall be capable of completing Collect Calls or Pre-Paid Calls within forty-five (45) seconds (from receiver off hook to Call Acceptance), without the need for an Inmate's access to a Live Agent Operator.

2.3.2 Automated Operator Services

2.3.2.1 Language Prompt

The Contractor's automated operator ITS shall be capable of prompting an Inmate caller to select the appropriate language by pressing the appropriate keypad digit. The Contractor's automated operator ITS shall be capable of supporting English, Spanish, and other languages required by the Sheriff's Department and Probation Department.

2.3.2.2 Collect or Pre-Paid Prompt

The Contractor's automated operator ITS shall be capable of prompting a caller to select either Collect Call or Pre-Paid Call (as further described in Subparagraphs 2.3.2.8 (Call Acceptance) of this SOW) by pressing the appropriate telephone keypad digit.

The Contractor's automated operator ITS shall provide capability for the Inmate to verify the current balance remaining on a Debit Phone

Account (Cardless) by pressing a telephone keypad digit following an automated operator prompt during Pre-Paid Call set-up or call completion. The ITS shall also provide a means for Pre-Paid Account holders to verify the balance remaining on their Pre-Paid Account.

2.3.2.3 Personal Identification Prompt

The Contractor's automated operator ITS shall identify the Inmate by validating the Inmate's Booking number with the Inmate's 4-digit security personal identification number ("PIN"), in response to the pre-recorded System prompt.

Inmate identification by verifying an Inmate's Booking number with the Inmate's PIN is required for all Inmate telephone calls.

The ITS shall prompt the caller to enter by keypad entry the Inmate Booking number, followed by keypad entry of the PIN for all Inmate telephone calls, followed by the entry of the destination telephone number. Sequence changes and/or other changes in branding or prompts shall be approved by the concerned County Project Director.

2.3.2.4 Collect Call Set-Up

The Contractor's automated operator ITS shall verify that a destination number called is an authorized number (not blocked or restricted), prior to placing a Collect Call to the destination telephone number.

If the Collect Call is to an authorized number, then call set-up shall continue and placement of the Inmate's call to the destination number is accomplished.

If the Collect Call is to an unauthorized number (Unauthorized Call) or blocked number (Blocked Call), then the Collect Call shall be blocked and the Inmate notified that the call to an unauthorized

or blocked telephone number will not be completed.

If the Collect Call is to an unbillable number, then the call recipient and Inmate shall both be advised and afforded the opportunity to complete the call utilizing Pre-Paid Call services. Some Collect Calls may be restricted due to imposed charge limits, or past due account status of the number called. However, if the call recipient and Inmate both decline to utilize Pre-Paid Call services, then future calls to the number shall be blocked, pending implementation of Pre-Paid Call services.

During call set-up, the Inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.

The Collect Call maximum dollar amount to any single destination phone number will be \$60 in any continuous 30-day period. Any variation to this set amount would be at the mutual agreement of the County and the Contractor.

Customers accepting the charges associated with a Collect Call may be assessed a \$2.00 Paper Bill/Statement Fee per billing cycle in accordance with Section C (Ancillary Service Charges), Sub-Section 1 (Paper Bill/Statement Fee) of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement.

2.3.2.5 Pre-Paid Call Services

Contractor shall provide Pre-Paid Call services through the use of both Debit Phone Account (Cardless) and Pre-Paid Account as defined in the Attachment 1 (Glossary of Terms) of this Exhibit B (Statement of Work) and described herein.

Debit Phone Account (Cardless)

County and Contractor acknowledge and agree that, prior to full deployment of Debit Phone Account (Cardless), there will be a reasonable transition period which will enable Contractor to

transition from the previously utilized Pre-Paid Phone Cards to Debit Phone Account (Cardless). During the reasonable transition period, Contractor's services may be provided through both Pre-Paid Phone Cards and Debit Phone Account (Cardless). At the point in time that all Pre-Paid Phone Cards have been removed from circulation, Contractor's services shall be provided solely through Debit Phone Account (Cardless). County and Contractor acknowledge that time is of the essence. Contractor agrees to work diligently on completing the deployment of Debit Phone Account (Cardless) as soon as reasonably practicable.

Debit Phone Account (Cardless) is sold to Sheriff's Department Inmates through the existing Inmate commissary system (the current inmate commissary services contractor is Keefe Commissary Network). Notwithstanding the above, the distribution method of the Debit Phone Account (Cardless) shall be determined by the County.

The Contractor shall be required to enter into an agreement with the inmate commissary services contractor, enabling the inmate commissary services contractor to sell Debit Phone Account (Cardless) to the Inmates. The inmate commissary services contractor will transmit an electronic data file to Contractor, which includes the Inmate's Booking number and the amount of the Inmate's Debit Phone Account (Cardless) purchase. Contractor shall input the electronic data file into its account activation system. Contractor's account activation system shall activate and/or supplement the Inmate's Debit Phone Account (Cardless) up to the value specified in the electronic data file. The Debit Phone Account (Cardless) is activated on the morning of the Inmate's scheduled commissary delivery date. When an Inmate is released from custody, any remaining balances of the Debit Phone Account (Cardless) can be used to make telephone calls outside of the Sheriff's Department Custody and Detention Facilities.

Under this Agreement, Contractor shall work with the inmate commissary services contractor, enabling the inmate commissary services contractor to sell the Debit Phone Account (Cardless) in denominations of \$10.00 and \$20.00. The commissary contractor will then add a \$0.75 handling fee to the \$10.00 Debit Phone Account (Cardless) making the total cost to the Inmate \$10.75, and a \$0.75 handling fee to the \$20.00 Debit Phone Account (Cardless) making the total cost \$20.75. Debit Phone Accounts (Cardless) must have the ability to allow domestic and international calls.

Contractor shall provide Sheriff Project Manager with a copy of the signed agreement with the inmate commissary services contractor, along with any change notices or amendments thereto, throughout the Term of this Agreement.

Test Debit Phone Account (Cardless) shall be made available to the Sheriff Project Director and/or Sheriff Project Manager upon request throughout the Term of the Agreement for purposes of System testing by the Sheriff's Department.

The Probation Department will not utilize Debit Phone Account (Cardless) services at this time, but Probation Department reserves the right to utilize Debit Phone Account (Cardless) services in the future, in County's sole discretion. Such option shall be exercised in the form of an Amendment to the Agreement consistent with Paragraph 6 (Changes Orders and Amendments) of the Agreement.

Pre-Paid Accounts

The Contractor shall provide two (2) call options for Pre-Paid Accounts to Customers desirous of receiving phone calls from any Inmate.

The two (2) call options for Pre-Paid Accounts are defined in Attachment 1 (Glossary of Terms) of

this Exhibit B (Statement of Work), and described herein as follows:

(a) Advance Pay

Advance Pay is a pre-paid account, with no minimum balance, which is set-up through Contractor and funded by Customer. Funds from this Pre-Paid Account can then be used to pay for an Inmate's use of ITS and Services for calls to the Customer's specific telephone number. Customers establishing an Advance Pay account may be assessed Ancillary Service Charges in accordance with Exhibit C (Telephone Rates and Payment Schedule) of the Agreement.

(b) Advance Pay One Call

A calling arrangement that allows an Inmate to initiate a call through ITS and Services to a specific Customer without having a pre-established or funded billing account and where the Customer does not want to establish or fund an Advance Pay account. Advance Pay One Call is a pay-per-call option at the per-minute-of-use rate for the call where the called Customer uses an automated operator IVR to pay for the one call from an Inmate using a major credit or debit card. Customers who choose an Advance Pay One Call transaction shall be assessed a \$3.00 per-call automated payment fee for payment using an automated payment method, in accordance with Section C (Ancillary Service Charges), Sub-Section 2 (Automated Payment Fees), Item B (Advance Pay One Call), of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement.

When a Pre-Paid Account is closed, there shall be no refund processing fee(s) assessed by Contractor.

Kiosks

Contractor shall provide and install, at no cost to the County, twelve (12) stand-alone, automated teller machine style, self-service kiosks to accept cash, credit card, and debit card for the purpose of establishing a Pre-Paid Account associated with ITS and Services. Contractor shall bear all costs associated with the provision and installation of these kiosks.

County shall receive the kiosks from Contractor, at no cost to County, for the collection of Inmate Pre-Paid account transactions. Each kiosk shall be installed at the location listed in Exhibit N (Kiosk Locations) of the Agreement, in public-access-only areas within Sheriff's Department Custody and Detention Facilities and/or Probation Department Detention and Camp Facilities, or at other strategic locations to be determined by the Sheriff's Project Director. County may, in the County's sole discretion, require Contractor to add, upgrade/replace, delete/remove, and/or relocate kiosks, in the best interest of the County, throughout the Term of the Agreement. The exercise of such option be in the form of an Amendment to the Agreement consistent with Paragraph 6 (Change Orders and Amendments) of the Agreement.

Contractor shall assume liability for any and all fraudulent transactions accepted through kiosks including, but not limited to, counterfeit bills and credit card chargebacks.

Contractor shall, at its sole expense, provide for all maintenance and repairs of, as well as all expendable supplies required to operate, the kiosks.

Contractor shall provide appropriate network and internet connectivity to facilitate the operation of the kiosk software. County will provide power to each kiosk.

In the event that any County visitor(s) damage the equipment, the County will make best efforts to

detain the visitor(s) and call the authorities. In any event, Contractor shall repair or supply a replacement kiosk within a time period mutually agreed upon by both County and Contractor. County shall not be held liable for any damage to the kiosks.

County acknowledges that, due to the weight and bulk of the kiosk unit, there is risk of injury should the kiosk unit be tipped over onto a bystander. County agrees to bolt all kiosks to the floor, to ensure safety of County staff, Inmates, and Customers related to a kiosk being tipped over. County will coordinate the fastening of all installed kiosks at each of the Sheriff's Department Custody and Detention Facilities identified in Exhibit N (Kiosk Locations) of the Agreement.

Contractor shall collect the cash-only transactions revenue from the kiosks.

Contractor shall only assess Ancillary Service Charges for transactions processed at the kiosks in accordance with Section C (Ancillary Service Charges), Subsection C2 (Automated Payment Fees) of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement.

2.3.2.6 Pre-Paid Call Set Up

The Contractor shall provide Customers with the option to use either an interactive voice response (IVR) or a Live Agent Operator (Live Agent Operator may be used for Advance Pay account creation or funding) to complete ITS and Services transactions, as defined in the Attachment 1 (Glossary of Terms) of this Exhibit B (Statement of Work) and described herein.

The Contractor's automated operator ITS shall verify that a destination number called is to an authorized number (not blocked, nor restricted), prior to placing a Pre-Paid Call to the destination telephone number.

If the Pre-Paid Call is to an authorized number, then call set-up shall continue and placement of the Inmate's call, to the destination number, is accomplished.

If the Pre-Paid call is to an unauthorized number (Unauthorized Call) or to a blocked number (Blocked Call), then the call shall be blocked and the Inmate notified that the call to an unauthorized or blocked telephone number call may not be completed.

During call set-up, the Inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.

Upon answering the telephone, the call recipient shall hear the pre-recorded call branding announcement and ITS prompt, identifying the caller as an Inmate at one of the Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities.

2.3.2.7 Pre-Recorded Call Branding Announcements

When an Inmate places a call, the ITS shall announce the following to the Inmate:

“This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press <keypad digit> now. The use of special calling features is not permitted during this call.”

When a call to an authorized number is answered, the Sheriff's Department ITS shall announce to the recipient of the call the following:

“This telephone call is coming from 'Inmate's name,' an inmate at 'name of the specific Sheriff's Department Custody and Detention Facility.' This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call,

please press <keypad digit> now. The use of special calling features is not permitted during this call.”

When a call to an authorized number is answered, the Probation Department ITS shall announce to the recipient of the call the following:

“This is 'Contractor.' You have a collect call from 'Inmate’s name,' a ward in 'name of the specific Probation Department Detention and Camp Facility.' To accept this call, please press <keypad digit> now. The use of special calling features is not permitted during this call.”

2.3.2.8 Call Acceptance

After the Customer hears the pre-recorded call branding announcement for Collect Calls and/or Pre-Paid Calls in accordance with Subparagraph 2.3.2.7 above and as such announcements may be modified in writing upon the mutual agreement of County and Contractor, Customer shall be asked to accept the call. The pre-recorded call branding announcements related to call acceptance by a Customer shall be mutually agreed upon in writing by County and Contractor. All branding announcements required herein shall be mutually agreed to and implemented on or before June 20, 2016 and shall be incorporated herein as a new Exhibit to the Agreement.

Prior to call acceptance and at the Customer's option, Contractor shall clearly, accurately, and conspicuously disclose to the Customer the interstate, intrastate, and international inmate telephone billing rates, as well as any applicable Ancillary Service Charges. Such inmate telephone billing rates and Ancillary Service Charges shall also be made available to the public at www.gtl.net/losangeles-county-inmate-telephone-information or by calling the toll free number 877-650-4249.

Upon acceptance by the call recipient, the Inmate's handset shall no longer be muted and the call may proceed, however, the Inmate's telephone keypad shall remain disabled throughout the duration of the call.

2.3.2.9 Call Termination

Upon call termination, the line to the destination telephone number shall be disconnected, Inmate's telephone handset shall be muted, and the telephone keypad shall remain disabled, except when responding to prompts initiated by the automated operator.

2.3.2.10 Debit Phone Account (Cardless) and Pre-Paid Account Status

The Contractor's automated operator ITS shall provide capability for the Inmate to verify the current status (balance remaining) of a Debit Phone Account (Cardless) and to allow the holder of the Pre-Paid Account to verify current status (balance remaining) of the Pre-Paid Account by pressing a telephone key-pad digit following an automated operator prompt during Pre-Paid Call set-up, or call termination.

2.3.2.11 Unauthorized Call Interruption

In addition to blocking calls to unauthorized telephone numbers, the ITS shall be capable of interrupting/disconnecting Inmate telephone calls when unauthorized or illegal activities are detected by either the ITS System or an ITMS user, and may provide a pre-recorded announcement pertaining to the reason for the call interruption at the County's discretion.

2.3.2.12 Call Records

The ITS shall be capable of maintaining and archiving Call Records consistent with requirements set forth in Paragraph 2.13 of this Exhibit B (Statement of Work), for all Inmate telephone calls attempted, blocked, accepted, and

completed, including any calls that were interrupted and the reason for interruption.

2.3.3 Speed Dial, No Cost Calls to Inmates and Sheriff's Department

Contractor shall provide Speed Dial configurations that provide certain specified phone numbers for Inmate(s) to call designated County entities associated with the governing of the Inmates' welfare, such as Public Defender and Alternate Public Defender. These configurations shall be provided through the Contractor at no cost to the Inmate or the Sheriff's Department. Contractor may be required at any point during the Term of the Agreement to add additional Speed Dial configurations, if any, at the discretion of the Sheriff Project Director at no cost to the Inmate or the Sheriff's Department. Contractor shall provide Speed Dial configurations for Inmates to contact the designated County entities at the flat call rate billable to the County as set forth in Attachment 2 (Speed Dial Call Rate to Designated County Entities) to Exhibit C (Telephone Rates and Payment Schedule) and consistent with Paragraph 9.4.4 of the Agreement.

2.3.4 Booking Calls

Each newly booked Inmate is entitled to make three (3) completed no cost local calls during the booking process and shall be in compliance to California Penal Code § 851.5. The Contractor shall provide a calling solution to the newly booked Inmate to make the three (3) calls at no cost to the Inmate, County, Sheriff's Department, and call recipients.

2.4 Hours of Service

2.4.1 Normal Operations

The Contractor's automated operator ITS and Customer support shall be capable of continuous 24x7x365 operation, and the Contractor shall ensure line concentration shall not adversely affect Inmates' ability to initiate and successfully negotiate outbound calls from within a Sheriff's Department Custody and Detention Facility and Probation Department Detention and Camp Facility. Adequate bandwidth, lines, equipment, platform efficiencies, etc., in directing and handling calls must be sufficiently pre-considered and provided for by the Contractor to

ensure the County's connect call ratio remains in the 99-100% range.

2.4.2 System Shut-Down

The Contractor's automated operator ITS shall support the capability to program, by telephone, cellblock, floor, day room, dormitory, pod, facility, or System-wide, features that will enable/disable Inmate telephone operations by time of day or day of week.

2.4.3 Restoration of Service

The Contractor's automated operator ITS shall provide the capability to turn Inmate telephones on and off remotely throughout the ITS, and also have manual on/off switches at all Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities, with locations within each facility to be determined by the concerned County Project Director.

2.5 Inmate Call Duration

2.5.1 Maximum Call Duration

The Contractor's automated operator ITS shall be capable of limiting the duration of Inmate telephone calls. The maximum Inmate call duration shall be set at sixty (60) minutes. However, the Contractor's System must be capable of increasing or decreasing maximum duration, and Contractor shall make such alterations at the request of the concerned County Project Director, should it be determined to be in the best interest of the applicable of the Sheriff's Department or Probation Department.

2.5.2 Call Duration Administration

The Contractor's automated operator ITS shall be capable of setting call duration limits by telephone, cellblock, floor, day room, dormitory, pod, facility, or System-wide remotely from the System Administrative Consoles provided under this Agreement.

2.6 Authorized Call Lists

The Contractor's automated operator ITS shall provide the capability for creation and administration of Authorized Call Lists. The Authorized Call List shall contain the complete list of telephone numbers that specified Inmates may call. The intent of the Authorized Call List is to prevent fraudulent or criminal use of ITS by certain classes of Inmates.

For planning purposes, it is estimated that a maximum of one (1) percent of the Inmate population for both Sheriff Department and Probation Department Inmates could be subject to call list restrictions at any given time, utilizing designated telephones at high security Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Inmates subject to Authorized Call List restrictions in Sheriff's Department Custody and Detention Facilities are generally housed in a segregation area and have telephone access limited to specific Telephone Instruments.

The County reserves the right to selectively implement the Inmate Authorized Call List feature, at the discretion of the Sheriff Project Manager and Probation Project Manager.

2.6.1 Call List Administration

If implemented, an Inmate's Authorized Call List would be created at the Inmate's booking, processing, classification, and/or other time/location as determined by the County. This Authorized Call List would be maintained until the Inmate is released. Changes to the Authorized Call List would be permitted in accordance with the procedures authorized by the Sheriff Project Manager and Probation Project Manager.

The Contractor's automated operator ITS shall provide the capability to check the System's list of unauthorized telephone numbers pursuant to Section 2.10.1 of this Exhibit B (Statement of Work) to verify the Inmate's proposed Authorized Call List contains authorized telephone numbers. Unauthorized telephone numbers shall be rejected.

2.7 Calls to Attorney or Public Defender

The Contractor's automated operator ITS shall provide for Collect, Pre-Paid, and/or Speed Dial Calls as applicable, to the Inmate's private attorney or public defender. Such calls shall not be monitored or recorded by the ITS.

Prior to completing a connection, the ITS shall compare the dialed number with a list of telephone numbers known to be private attorneys and/or public defenders. This list shall be compiled from commercial sources, and be capable of being updated or modified frequently. If a number appears on this list, the ITS must automatically disable monitoring and recording of that call.

2.7.1 Establishment of Non-Recording List

All requests received by the Contractor from attorneys for inclusion on the list of non-recorded numbers shall be forwarded to the Sheriff Department's ITMS Investigative Unit Sergeant or designee. While ITMS Investigative Unit personnel will physically input approved attorney telephone numbers, this electronic listing shall be maintained by the Contractor's System in such a manner that record of any additions, edits, and deletions are archived and able to be queried and immediately retrieved upon request by County. The master listing and archived records shall be accessible via specified System Administrative Consoles by the Sheriff Project Director and Sheriff Project Manager and designated administrative and/or specified ITMS investigative personnel.

2.8 General Calls

The Contractor's automated operator ITS shall provide for Collect Calls and Pre-Paid Calls, as permitted in accordance with procedures authorized by the Sheriff Project Manager and Probation Project Manager.

The call recipient shall have the option to refuse calls from the Inmate, either by blocking the call by keypad entry as described in Section 2.3.2.8 (Call Acceptance) or by written notification to the Sheriff Project Manager or Probation Project Manager indicating that they do not wish to receive calls from the Inmate. Requests to unblock any currently blocked numbers shall be processed in accordance with procedures authorized by the Sheriff Project Manager and Probation Project Manager or designees.

2.9 Prevention of In-Coming Calls

The Contractor's automated operator ITS shall prevent all incoming calls to Inmate telephones in Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Any attempted incoming calls shall be rejected, and appropriate information (if available) shall be recorded, archived, and

reported to the concerned County Project Director and County Project Manager.

2.10 Call Blocking Requirements

The Contractor's automated operator ITS shall maintain a database containing blocked telephone numbers. The ITS shall be capable of blocking calls by area code, prefix, or destination numbers. A master listing of blocked numbers shall be available for query/review at any time electronically on System Administrative Consoles provided under this Statement of Work.

The ITS shall also afford a means for the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager, and their designees, including ITMS investigative staff, to block numbers electronically and independently via designated System Administrative Consoles provided under this Statement of Work.

The Sheriff Project Director and Probation Project Director or designees may also notify the Contractor of the telephone number(s) the County desires to be blocked. The Contractor shall block telephone number(s) when requested as soon as practical, but under no circumstances greater than eight (8) hours after the initial request.

When applicable, the Contractor's automated operator ITS shall be capable of System sensitivity modifications and shall be configurable to prevent attempts at Unauthorized Calls, while simultaneously preserving legitimate calls and avoiding erroneous disconnects.

2.10.1 Unauthorized Numbers

The Contractor's automated operator ITS shall detect and block attempted Inmate calls to unauthorized telephone numbers. Unauthorized numbers shall include but are not limited to the following: Public officials; government agencies; businesses; news media; numbers blocked by family members; and any other numbers, or blocks of numbers, identified by the County or ordered by a court of law. A master listing of unauthorized numbers shall be available for query/review/modification by County at any time electronically on System Administrative Consoles provided under this Agreement.

2.10.2 Restricted Numbers

As described in Section 2.3.2.4 and hereunder, the Contractor's automated operator ITS shall detect and block attempted Collect Calls to restricted numbers. A master listing of restricted numbers shall be available for query/review/modification by County at any time electronically on System Administrative Consoles provided under this Agreement.

2.10.3 Three-Way Calling

The Contractor's automated operator ITS shall employ appropriate security safeguards to detect and potentially block attempted three-way calls.

Appropriate information regarding any detected possible Inmate three-way call attempts shall be recorded, archived, and the concerned County Project Manager alerted for possible Inmate call monitoring, recording, or other corrective action. (Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

2.10.4 Call Forwarding

The Contractor's automated operator ITS shall employ appropriate security safeguards to detect and potentially block attempted call forwarding of Inmate calls.

Appropriate information regarding any detected Inmate call forwarding attempts shall be recorded, archived, and the concerned County Project Manager alerted for possible Inmate call monitoring, recording, or other corrective action. (Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

At regular intervals, the Contractor shall keep the Sheriff Project Manager and Probation Project Manager apprised of current call forwarding sensitivity settings, any success, and/or perceived or actual negative affect on calls as a result of current settings. Prior to any System modifications in this area, which could affect the County, the Contractor shall apprise and receive written approval of the concerned County Project Manager.

2.10.5 Cell Phone Numbers

The Contractor's automated operator ITS must detect and potentially block attempted Collect Calls to cell phone numbers. Pre-Paid Calls may be allowed to specified unrestricted cell phone numbers.

2.10.6 Other Unauthorized Numbers

2.10.6.1 No Live Agent Operator Access to Inmates

Inmate telephone calls via a Live Agent Operator are prohibited. The Contractor's ITS shall be limited solely to the placing of automated operator assisted Collect Calls and Pre-Paid Calls.

2.10.6.2 No Special Calling Services

The Contractor's automated operator ITS shall detect and potentially block all other types of Inmate calls including but not limited to: local operator calls (0), Information (411), Emergency Services (911), time (555-1212), business or special service numbers (such as 1-700, 1-800, 1-887, 1-888, 1-900 and 1-976 numbers) and numeric sequences associated with other call carriers for operator services (such as 1-950 numbers, or as otherwise specified in Section 2.10.6.3).

2.10.6.3 No Other Long Distance Calling Plans

The Contractor's automated operator ITS shall detect and block Inmate long distance telephone call attempts to by-pass the County's Inmate telephone services, utilizing numeric access codes to alternative calling plans provided by other long distance service vendors.

The Contractor's automated operator ITS shall detect and block Inmate telephone calls to 1-0-XXX, 1-0-1-0-XXX, or any other similar numeric sequences intended to reach another long distance carrier. The Contractor's automated

operator ITS shall detect and block commercially available debit calling cards.

2.10.6.4 No Public Nuisance Calls

The Contractor's automated operator ITS shall detect and block Inmate telephone calls intended to cause a public nuisance. The candidate list of telephone numbers likely to be targets of public nuisance calls will be provided by the Sheriff Project Manager and Probation Project Manager and updated as needed.

The complete list of unauthorized telephone numbers to be blocked will be developed jointly by County and Contractor's staff and updated as needed. The Contractor shall prepare and maintain the list of blocked telephone numbers, and submit the list to the Sheriff Project Director and Probation Project Director for review and written approval. This listing shall be available for query/review/modification by County at any time electronically on specified System Administrative Consoles provided under this Agreement.

Appropriate information regarding any detected Inmate call attempts to unauthorized telephone numbers shall be recorded, archived, and the Sheriff Project Manager and Probation Project Manager alerted for possible Inmate call monitoring, recording, or other corrective action.

2.11 Call Monitoring Requirements

Contractor's automated operator ITS shall provide capability to monitor Inmate telephone calls at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities shown in Attachments 2.1 and 2.2 of this Exhibit B (Statement of Work).

Contractor's automated operator ITS shall provide the capability to monitor any Inmate Telephone Instrument and any Inmate telephone call.

The Contractor shall provide twenty-five (25) System Administrative Consoles for Sheriff's Department facilities and one (1) System Administrative Console for Probation Department Communications office, as well as additional locations, as specified by the Sheriff Project Director for the purpose of monitoring and recording Inmate phone calls. The requirements for the System Administrative Consoles are described further in Section 3.6.1 (System Administrative Consoles).

The Contractor shall supply a means to identify call recipient information associated with the dialed telephone numbers (e.g. Haines reverse directory). When the call recipient information is confidential as determined by the Contractor, the Contractor shall have no obligation to reveal the information without a court order. All costs and expenses associated with maintaining confidentiality of call recipient information, including legal proceedings, shall be at the sole expense of Contractor.

2.12 Call Recording Requirements

Contractor's automated operator ITS shall provide capability to record Inmate telephone calls at Sheriff's Department Custodial and Detention Facilities shown in Attachment 2.1 of this Exhibit B (Statement of Work). The Contractor's automated operator ITS shall provide capability to record any and all Inmate telephone calls.

The ITS must be capable of recording one hundred percent (100%) of all Inmate telephone calls. Calls must be recorded in their entirety, up to the sixty (60) minute time limit for Inmate calls per Section 2.5.1 (Maximum Call Duration) of this Exhibit B (Statement of Work). Recordings must be selectable by Telephone Instrument, group of Telephone Instruments, facility, or called number.

The ITS shall capture and record unauthorized activities. System Administrative Consoles provided under this Exhibit B (Statement of Work) shall be capable of reporting unauthorized Inmate calls. (Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

2.13 Call Archiving and Retrieval

The Contractor's automated operator ITS shall provide capability to archive and immediately retrieve all recorded Inmate telephone calls via any System Administrative Console and any Sheriff's Data Network computer with internet capability. Once recorded, the content of the call shall be stored by the Contractor and be available for immediate

retrieval via a method determined by the Sheriff Project Manager for a period of up to three (3) years. A record of all call attempts shall be stored by the Contractor and be available for immediate retrieval via a method determined by the Sheriff Project Manager for up to one (1) year; and the ITS must have the capability to transfer the recorded calls to an off-line media for archiving or review. The Contractor's automated operator ITS shall record all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities which are not made to an attorney or public defender telephone number (these numbers are supplied to Contractor by the County), including calls initiated by Pro-Per Inmate booking numbers and PINs, and shall utilize the current pre-recorded call branding announcement as required by Subparagraph 2.3.2.7 (Pre-Recorded Call Branding Announcement) of this Exhibit B (Statement of Work).

All recorded telephone calls (files) shall be accompanied by the following data:

- a. Salutatory call branding information.
- b. Date and time the telephone call was placed.
- c. Location from which the telephone call was placed.
- d. Telephone number that was dialed.
- e. Duration of the telephone call.
- f. Time that the telephone call was terminated.
- g. Inmate's Booking number

The Contractor shall copy, save, and store off-line data for archived Inmate calls in the Contractor's proprietary .wav format.

The ITS must continue to record calls, without interruption, while copying and saving previously recorded calls. The recorded call file format shall be compatible with Microsoft Windows 2000, XP, Vista, and Windows 7 based personal computers, or other format to be determined by the County.

The ITS shall provide the capability of naming each file, or automatically generating a file name. Each recorded telephone call or any copies shall be security encoded, in order to detect any attempted alterations to the recorded telephone call.

Contractor has no responsibility to advise the County with respect to any law, regulation, or guideline that may govern or control Inmate telephone call recordation or monitoring by the County or compliance therewith. The County has its own legal counsel to advise it concerning any and all such laws, regulations, or guidelines, and compliance therewith, and makes its own determination on when and how to use

the Inmate call monitoring and recording capabilities that Contractor supplies under the Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, the County with any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County shall be solely responsible for any liability, claims, suits, proceedings, damages, costs, and expenses relating to any claims arising out of the failure of the County to comply with such applicable law, regulation, or guideline that may govern or control Inmate telephone call recordation or monitoring by the County.

2.14 Call Billing Requirements

The Contractor shall be responsible for comprehensive billing services for all calls including Collect Calls, Pre-Paid Calls, and international calls in accordance with FCC and CPUC approved rates. The Contractor's billing system shall be capable of recording data for all calls attempted, including calls completed and calls not completed. Data recorded shall include the date, time, calling instrument, called number, type of connection, type of billing, whether the call is completed, call minutes, message units, and why the call was not completed if appropriate.

3.0 SYSTEM ADMINISTRATION

The Contractor shall (a) create two (2) Project Control Documents, one each for Sheriff's and Probation Departments, to include a Project Plan, schedule, risk assessment, and related project control documentation and (b) provide ongoing management of the project and updating of such Project Control Documents, throughout the Term of the Agreement.

The Project Control Document (PCD) is considered a "deliverable" under the Agreement. Under no circumstance shall the PCD be used to amend or change any work requirement in this SOW or used to amend or change any term or condition of the Agreement.

3.1 Develop Project Control Document

Within thirty (30) calendar days of the effective date of the Agreement, the Contractor shall create, and deliver to County, two PCDs, one for the Sheriff's Department and one for the Probation Department, consistent with this Exhibit B (Statement of Work). The contents of each PCD shall include the relevant elements of the following:

1. **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goals of the implementation effort, and how the Contractor will contribute to meet Sheriff's and Probation Departments' business objectives.

2. **Executive Summary:** Provides a high level overview of the main features and goals of the Project Plan.
3. **Project Mission & Objectives:** Describes the business case for proceeding with the project, the objectives to be achieved under the project, and critical success factors for Sheriff's and Probation Departments; all based upon information provided to the Contractor by Sheriff's and Probation Departments, and any assumptions or limitations related to the Project Plan.
4. **Project Scope:** Describes the overall scope and deliverables of the engagement; acts as a confirmation of project scope, phasing, and automation objectives.
5. **Work Breakdown Structure:** Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also delineate to the task level, if appropriate.
6. **Master Project Schedule:** Following the Work Breakdown Structure, this schedule identifies the activities, key milestones, and estimated duration for activities on the project. It shall also highlight all agreed activities, deliverables, or milestones; for which Sheriff's and Probation Departments are responsible, that will affect the success of the project. All project activities, deliverables, and milestones (Contractor, Sheriff's Department and Probation Department) will be linked into a Critical Path Analysis. The Contractor, Sheriff's Department, and Probation Department will review this analysis on a monthly basis.
7. **Change Control Plan:** Describes the activities and processes for change management during the project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization).
8. **Project Team:** Identification of the Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
9. **Risk Assessment & Management:** Identification of project risks and mechanisms to handle these risks, in a risk management plan.

When the PCD is complete, the Contractor Project Manager shall submit the initial release document to the Sheriff Project Manager and

Probation Project Manager for review and comment. These County Project Managers will be responsible for distributing copies of the initial release document, for County's internal review. These County Project Managers are responsible for consolidating the County's comments and for providing a clearly marked version of the draft document to the Contractor Project Manager. These County Project Managers will have ten (10) Business days from receipt of the PCD to review and return the consolidated comments to the Contractor Project Manager, unless otherwise agreed to by the parties. The Contractor shall review and evaluate the County's comments and respond to the County in writing, within five (5) Business days from receipt of County's comments. The County's comments and the Contractor's response will be discussed and integrated into a final and agreed version, within five (5) Business days, unless otherwise agreed to by the parties. The Sheriff Project Director, the Probation Project Director, and the Contractor Project Director shall sign the final version of the PCD.

3.2 Current Inmate Telephone System

Inmate telephone services are currently provided by Global Tel*Link Corporation (GTL). GTL presently owns the Inmate telephone system and Telephone Instruments currently in operation within the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities.

3.3 Phased Integration of New Inmate Telephone System

The Contractor shall be required to develop and submit detailed plans for the provision of necessary telephone equipment and the phased integration of the new ITS, while minimizing the impacts to current Inmate telephone system operations. The detailed plan is due thirty (30) calendar days following the effective date of the Agreement. Any Contractor planned facility modifications shall require the concerned County Project Manager's prior written approval. Should Contractor elect to utilize existing Telephone Instruments, Contractor shall at its own risk, cost, and expense enter into an agreement with GTL to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current inmate telephone system and services agreement.

3.3.1 System Integration Planning Considerations

In order to ensure a smooth system transition, the Contractor shall provide all necessary Telephone Instruments, replacing telephone cords as appropriate, and provide sufficient, qualified technicians to support the system integration and test activities.

The Contractor shall be required to submit equipment lists, rack elevations, power and air conditioning requirements for all equipment to be installed in the communications rooms at each County facility listed on Attachments 2.1 and 2.2 to this Exhibit B (Statement of Work). The Contractor shall be responsible for equipment delivery, unpacking, installation, and test activities. The Contractor shall be responsible for safeguarding tool inventories and maintaining a safe and clean work environment, including the timely removal of all tools, parts, and packing materials.

Initial phases of the Contractor's installation, configuration, and test activities shall not interfere with normal operations of the current Inmate telephone system at each County facility. Telephone Platforms shall be tested initially in a test bed environment, prior to their phased installation. Any new Telephone Instruments must be installed, tested, and activated in such a manner that no other telephones are adversely affected. If old telephones must be removed or replaced, the old telephones must be completely removed from the County facility. Existing telephone systems and Telephone Platforms shall remain in place until the phased installation and cutover is complete, and the new ITS and equipment become fully operational.

The new automated operator ITS and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. System integration and acceptance test criteria is as follows: all Inmate telephones tested and verified as fully operational, plus forty-five (45) consecutive days of successful operation without Deficiencies, and written acceptance by the concerned County Project Director.

All telephone installation plans and schedules will be reviewed and approved by the Sheriff Project Manager and Probation Project Manager, in order to minimize impacts to normal operations.

3.3.2 System Integration and Test Plan

The Contractor shall be required to develop a detailed System Integration and Test Plan for the phased integration of the Contractor's automated operator ITS, including, but not limited to, plans and schedules for the installation and integration of

collect, pre-paid, local, and international telephone systems and services at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. These facilities include locations which currently have telephone systems installed, and identified locations which do not, yet, have telephone services.

The detailed System Integration and Test Plan is due from the Contractor to the Sheriff Project Director and Probation Project Director, thirty (30) calendar days following the effective date of this Agreement.

3.3.3 Telephone Instrument Adds, Moves, Changes

Throughout the Term of this Agreement, the Contractor may be required by County to install additional Inmate Telephone Instruments, relocate existing telephones, or modify existing Telephone Instrument configurations. The Contractor shall be responsible for all costs associated with additions, moves, or changes to existing Telephone Instrument installations. Throughout the Term of this Agreement, the Contractor shall also be required to replace Telephone Instruments vandalized or damaged beyond repair, at no cost to the County.

3.3.4 Disconnection and Removal of Telephones

The Contractor shall add, delete, disconnect, move, or remove telephone equipment and telephone systems at the written request of the Sheriff Project Director and Probation Project Director and at no cost to the County, during and at the end of the Term of this Agreement.

3.4 Contractor Staffing Responsibilities

In accordance with Paragraph 4 (Administration of Agreement-Contractor) of the Agreement, the Contractor shall provide a Contractor Project Director, responsible for project oversight, and a full-time Contractor Project Manager who will serve as the County's primary point of contact for daily administrative and technical matters regarding the Agreement. The Contractor shall also provide two (2) System Administrators to assist the County with daily administration, operation, and maintenance of the Contractor's automated operator ITS and Services.

The Contractor shall provide on-call support for the technical investigation and resolution of problems and shall additionally provide

sufficient staff support for connectivity issues within the span of control of the Contractor, associated with System Administrative Consoles provided under this Agreement and investigator remote access to the ITS recording, playback and other feature functionality. It is the Contractor's responsibility to ensure the Sheriff Project Manager and Probation Project Manager are provided the most current roster of Contractor personnel providing services under this Agreement including but not limited to the Contractor Project Director, Contractor Project Manager, Contractor System Administrator(s), and Contractor technical support personnel providing Work under the Agreement.

3.4.1 Contractor Project Director

The Contractor Project Director must be a permanent Contractor employee and shall be technically qualified and have a minimum of three (3) years experience in the management and administration of large-scale Inmate telephone systems and services to federal, state, or county Inmate custodial accounts with a minimum of 10,000 Inmate calls per day system-wide.

3.4.2 Contractor Project Manager

The Contractor Project Manager must be a permanent Contractor employee and shall be technically qualified and have a minimum of three (3) years experience in the day-to-day management and administration of large-scale telephone services to federal, state, or county Inmate custodial accounts with a minimum total of 10,000 Inmate calls per day system-wide.

The Contractor Project Manager shall supervise the two (2) System Administrators.

3.4.3 Contractor System Administrators

The two (2) on-site System Administrators must be full-time permanent Contractor employees and assigned to perform the required Work under this Agreement. The System Administrators shall report to the Contractor Project Manager and provide direct assistance to the Sheriff Project Manager. These two (2) System Administrators shall be qualified to provide below listed services, including but not limited to:

3.4.3.1 Technical telephone services including System administration, operation, and maintenance of the Contractor's automated operator ITS.

- 3.4.3.2 ITS adds/moves/changes, as well as troubleshooting procedures for the investigation and resolution of ITS hardware, software and other component problems.
- 3.4.3.3 Generating essential ITS summary reports and submitting concepts, analyses and recommendations to increase revenue aside from increased Inmate telephone call tariffs.
- 3.4.3.4 Traveling to different County locations with travel and communication means provided by the Contractor to perform required Work as determined by the Sheriff Project Manager under this Agreement whenever necessary.

Both on-site System Administrators may be housed at the Business Management Unit (BMU) office of the Inmate Services Bureau, located at the Sheriff's Department, Twin Towers Correctional Facility, or other locations determined by the Sheriff Project Director. The work schedules for the on-site System Administrators are to be determined by the Sheriff Project Director as generally Monday through Friday with sufficient coverage to meet the needs and requirements of the Agreement.

3.4.4 Contractor Technical Support

Technical support shall be provided via secure internet links to the Contractor Technical Support Center (see Section 3.5.8 below) supporting the Contractor's automated operator ITS. The Contractor shall provide for on-site technical support during System installation and testing, and on-call technical support for the investigation and timely resolution of ITS hardware, software or other component problems and as otherwise stated in this Section 3.4 and/or Section 3.5 of this Exhibit B (Statement of Work).

The Contractor technical support staff shall be fully trained and capable of performing ITS adds/moves/changes, as well as procedures for the investigation and resolution of ITS hardware, software or other component problems.

3.5 System Operations Plan; System Maintenance and Support

The Contractor shall submit a System Operations Plan that describes the operations plan for maintaining reliable Inmate telephone services, including: System design features, System monitoring, hardware redundancy, System maintenance, repair parts inventory, emergency

response, contingency plans, and investigation of complaints or billing errors. The detailed System Operations Plan is due from the Contractor to the Sheriff Project Director and Probation Project Director thirty (30) calendar days following the effective date of this Agreement.

The Contractor shall additionally provide the maintenance and support services with respect to the ITS as described in this Section 3.5 and otherwise in this Exhibit B (Statement of Work) (collectively, "Maintenance and Support Services").

3.5.1 System Operations

The Contractor's automated operator ITS shall be capable of continuous 24x7x365/66 operation.

The Contractor's automated operator ITS shall have the capability to monitor ITS operations at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities, and to alert the Contractor System Administrator when System problems or outages occur.

The Contractor shall provide the essential System administration and investigative functions at remote locations and County facilities via dedicated System Administrative Consoles and other connectivity.

The Contractor's automated operator ITS shall support the capability to program, by telephone, cellblock, floor, day room, dormitory, facility, and/or System-wide, features that will enable/disable Inmate telephone operations by time of day or day of week from a remote System Administrative Console or localized System Administrator Kill Switch.

Under normal operations, Inmate telephones may be shut down for scheduled periods of time, such as mandatory Inmate counts, or while Inmates are sleeping. During scheduled System down times, the County's requirement for on-site staffing is reduced.

3.5.2 Normal Operations

Under normal operations, the Contractor shall provide sufficient technical staffing to support the administration, operation, and maintenance of the ITS at Sheriff's Department Custody and Detention Facilities and at Probation Department Detention and Camp Facilities.

Such activities may be performed (on-site or remotely) Monday through Friday, during County's Normal Business Hours (8:00 am-5:00 pm), excluding County holidays. The Contractor shall provide centrally located, on-site staffing to support normal operational requirements at the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities, and travel (as needed) to support County facilities.

The Contractor shall utilize a remotely located 24x7x365/66 Technical Support Center to monitor System operations at the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities, and assist in the troubleshooting and resolution of System problems.

3.5.3 Response to System Problems, Outages, and Other Deficiencies

Reporting of all System problems, outages, and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, through toll-free telephone and fax numbers, and via email. Contractor shall provide for 24 hour per day, 7 day per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System problems, outages, and other Deficiencies. County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Technical Support Center: Contractor must respond to and resolve System problems, outages, and other Deficiencies in accordance with the following timeframes, following the determination and/or notification of the problem, outage, or other Deficiency:

Inmate Telephone System – Capabilities/Components other than Monitoring

<u>Severity Level</u>	<u>Response Time</u> ¹	<u>TAT</u> ²	<u>Severity Level Definition</u>
1	Two Hours	Eight Hours	<u>Critical.</u> = When 25% or more of a single housing units (Module / Dorm / Pod) telephones are out of service.
2	Four Hours	Twenty-Four Hours	<u>Severe.</u> = When 10% to 24% of a single housing units (Module/ Dorm / Pod) telephones are out of service. Or, when a single Telephone Instrument is out of service

¹ Response Time means the time from County's initial service request to Contractor's commencement of service.

² Turnaround Time (TAT) means the time from County's initial service request to Contractor's completion of service and Deficiency resolution.

3	Twelve Hours	Five Business Days	and more than ten (10) Inmates are not able to make telephone calls as a result. Minor. = When one Telephone Instrument is out of service and additional telephones are in the area available for Inmates to use.
4	Seventy-Two Hours	Ten Business Days	Cosmetic. = A Telephone Instrument is damaged but is capable of completing telephone calls.

Inmate Telephone System – Monitoring Capabilities/Components

<u>Severity Level</u>	<u>Response Time</u>	<u>TAT</u>	<u>Severity Level Definition</u>
1	Two Hours	Four Hours	Critical. = Recording or monitoring capabilities have stopped / or retrieval of recorded telephone calls cannot be accomplished, or the Contractor's supplied System Administrative Console will not function.
2	Four Hours	Eight Hours	Severe. = An individual location cannot be monitored or recorded / or sound quality has severely deteriorated /or the system cannot transfer data to storage media (CD) / or the Contractor's supplied Workstation or Computer is intermittently malfunctioning / or the system cannot retrieve necessary data for generating reports.
3	Eight Hours	Twenty-Four Hours	Minor. = The System's responses are slower than normal, however proper operations are occurring / or keyboard, mouse or printer is malfunctioning.
4	Twenty-Four Hours	Three Business Days	Cosmetic. = The System's hardware is damaged but functioning (key missing from keyboard / key on keyboard sticking)

Contractor acknowledges and agrees that, as part of Maintenance and Support Services provided to County, Contractor shall be required to repair, replace, or reinstall any equipment required under the Agreement that sustained damages due to inmate abuse, theft, natural perils such as fire, water or other components, or create an Update in order to remedy a Deficiency, at no cost to the County.

In the event a Deficiency cannot be solved within the applicable TAT, the Contractor must contact the concerned County Project Manager immediately via cell phone as to the problem and location and propose a plan to correct the problem. Contractor's proposed solution must meet with the satisfaction of and be approved by the concerned County Project Manager(s).

In the event of an emergency as determined by concerned County Project Managers, the Contractor must have the capability of bringing in additional technicians dedicated solely to ITS to perform service under this Agreement at no cost to the County.

3.5.4 System Recovery Operations

The Contractor shall manage and coordinate recovery operations for any ITS problems or outages, and also prepare reports for management describing the problem and corrective action taken.

Following each Severity Level 1 or 2 service request, the Contractor shall continue to monitor systems or equipment impacted for seventy-two (72) hours beyond the resolution of the problem, to ensure that the problem has been truly resolved prior to closing the system problem report.

3.5.5 Updates

Subject to the remainder of this Section 3.5.5, Maintenance and Support Services shall include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications to the ITS or any component thereof, (ii) any testing or modifications as may be necessary to maintain ITS functionality, including as modified by any Updates, and (iii) any updates or modifications required during the Term in order for the ITS and each component thereof to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost. Any Update delivered by Contractor to County is deemed a part of the ITS and shall be included in the rights granted to County pursuant to the Agreement.

3.5.6 System Maintenance

The Contractor's automated operator ITS shall be capable of supporting On-Line System Maintenance, either on-site or remotely, while minimizing impact to normal operations.

The Contractor shall coordinate planned System maintenance with Sheriff Project Director and Probation Project Director or Sheriff Project Manager and Probation Project Manager not less than forty-eight (48) hours in advance. System maintenance

shall be scheduled, whenever possible, in order to minimize potential impact to prime Inmate calling periods. Any deviations will require the concerned County Project Managers' written approval.

The Contractor shall conduct and perform monthly maintenance inspection of all Telephone Instruments and report each inspection on Attachment 5 (Monthly Maintenance Report) to this Exhibit B (Statement of Work).

3.5.6.1 Problem Reporting

The Contractor shall develop and submit procedures to the County Project Managers for informing the County on how to report System problems, including: preparation of Trouble Tickets, Personnel Notifications, Escalation Procedures and call lists, maintenance logs, management reports, Trouble Ticket closure and both on-line support and a toll free calling number to report emergent service requests. Such procedures shall comply with Section 3.5.3 (Response to System Problems, Outages, and Other Deficiencies) and otherwise with this Exhibit B (Statement of Work).

3.5.6.2 Intentionally Omitted

3.5.6.3 On-Call for Emergency Repairs

The Contractor shall provide for on-call technical staff to respond to after-hours emergency repairs (i.e., Severity Levels 1 and 2 service requests) to the ITS.

3.5.6.4 Maintenance Records and Reports

The Contractor shall prepare and maintain maintenance records and submit monthly reports describing problems encountered and corrective action taken in accordance with the reporting requirements set forth herein.

3.5.6.5 Investigation of Major System Problems

The Contractor shall develop procedures for the investigation and resolution of System problems or outages. Such procedures shall include: Personnel

Notifications, Trouble Tickets, Status Reports, and Closure Procedures.

Following a major System problem or outage, the Contractor shall continue to monitor systems or equipment impacted for seventy-two (72) hours beyond the resolution of the problem to ensure that the problem has been truly resolved prior to closing the problem report.

3.5.6.6 Preventative Maintenance

The Contractor shall develop procedures and schedules to conduct monthly Preventative Maintenance on ITS, and all equipment and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. (See Attachment 5 (Monthly Maintenance Report) to this Exhibit B (Statement of Work)).

The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventative Maintenance.

While the County assumes no liability for loss, damages, or vandalism, the County may provide secured storage at strategic locations for pre-positioned spare Telephone Instruments, tools, emergency supplies, equipment and repaired part inventories for both convenience of the Contractor and expediency in repairs.

Contractor shall provide a list of the above mentioned items to be stored by the County. This list must be approved by the Sheriff Project Manager and Probation Project Manager prior to the actual storage of such parts by Contractor. Any of these items that are used for maintenance and repair must be replaced within seventy-two (72) hours at Contractor's expense. The Sheriff Project Manager and Probation Project Manager will ensure that periodic inspection of the items is made and the quantity of these items can be verified against the list. Contractor must have all

items available on-site when providing the maintenance and repairs.

3.5.6.7 Routine Maintenance

Any routine server or recording equipment maintenance which negatively impacts telephone usage shall be conducted by the Contractor only during the hours of 12:01 am and 6:00 am and should include advance notification to the County via electronic mail, in person, or by telephone during Normal Business Hours.

The Contractor shall notify the concerned County Project Directors and County Project Managers of any routine downtime (and as otherwise provided in Section 3.5.6 (System Maintenance) of this Exhibit B (Statement of Work)) via electronic mail, in person, or by telephone during normal business hours. If the routine downtime will render inaccessible, an ITS component that provides recording or monitoring capabilities, then Contractor shall provide County at least twenty-four (24) hours advance notice via email or electronic messaging to concerned County Project Manager.

Any emergent downtime shall require immediate telephonic notification to the concerned County Project Director and County Project Manager.

3.5.6.8 Quality Assurance Inspections

The Contractor shall be required to schedule and conduct monthly quality assurance inspections to ensure that Inmate telephones at each of the Sheriff's Department Custody and Detention Facilities and each Probation Department Detention and Camp Facilities are maintained in good working order. These monthly inspections shall be documented in the Monthly Maintenance Reports. (See Attachment 5, (Monthly Maintenance Report) to this Exhibit B (Statement of Work)).

3.5.6.9 Regular Management Meetings

The Contractor Project Director or Contractor Project Manager shall attend regularly scheduled

management meetings, including Title 15 Meetings, organized by Sheriff Project Director and Probation Project Director to discuss Inmate telephone services and related issues, including, but not limited to, telephone usage, billing, administration, Inmate complaints, and problems encountered by County and Contractor.

3.5.7 Investigation of Complaints and/or Billing Errors

The Contractor shall ensure the timely investigation of Inmate complaints pertaining to ITS operations and/or billing errors. The process shall provide various means for the Contractor to receive either Inmate or outside customer complaints including, but not limited to, a toll free number, 24/7 fax number, and e-mail address and/or web link.

Results of investigations and any corrective action taken shall be provided in writing to the concerned County Project Manager within seven (7) Business days following the Contractor's notification of the complaint and/or billing error.

The Contractor shall submit to the concerned County Project Manager copies of all Inmate complaints and resolutions monthly and shall maintain a historical record of such complaints and dispositions.

The Contractor may be required to modify their complaint investigation procedures in order to meet County needs.

3.5.8 Contractor's Technical Support Center

The Contractor shall utilize a remotely located Technical Support Center to monitor System operations at the Sheriff's Department Custody and Detention Facilities and each Probation Department Detention and Camp Facilities and to assist in the troubleshooting and timely resolution of problems.

During Normal Business Hours, the Contractor's Technical Support Center shall perform monitoring and reporting of any observed technical problems or abnormal conditions pertaining to the operation and maintenance of the ITS.

The Contractor's Technical Support Center shall notify Sheriff Project Director and Probation Project Director of any observed technical problems or abnormal conditions via System email, Contractor-provided System Administrative Consoles, or via

electronic mail, in person, or by telephone during Normal Business Hours.

During off-hours, the Contractor's Technical Support Center shall continue to perform monitoring and reporting of any observed technical problems or abnormal conditions pertaining to the operation and maintenance of the ITS, and dispatch on-call maintenance support staff as needed for the repair and maintenance of major problems. To the extent consistent with Section 3.5.3 of this Exhibit B (Statement of Work), the Contractor's Technical Support Center may defer the repair of minor problems, consistent with procedures approved in writing by the County Project Managers.

The Contractor shall submit to the County Project Managers, a current roster of all technical employees that work at the Contractor's Technical Support Center, and who may be required to enter County facilities. All personnel on the roster shall meet the County's requirements for admission into Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities.

Contractor shall seek clearance through the concerned County Project Manager at least twenty-four (24) hours in advance when Contractor technical support staff, not previously cleared, require admission into Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities for emergent repairs.

After Normal Business Hours, emergent clearances may be requested from the on-duty Sheriff's Department Watch Commander or the highest ranking Probation Department official of the concerned facility. In such instances, the concerned County Project Manager shall be immediately informed. All Contractor Service staff shall be prepared to present a valid photo identification, which includes name, address, physical description, and date of birth. Additionally, Contractor Service staff shall also provide their Social Security Number, which will be utilized during the background screening investigation.

3.5.9 Escalation Procedures and Call Lists

The County Project Directors and County Project Managers shall be afforded contact information sufficient to establish

immediate contact with the Contractor Project Director and Contractor Project Manager on a daily (24x7x365/66) basis.

The Contractor shall additionally provide the County with call lists for Contractor's senior management personnel, who can also be contacted in case of emergency. Refer to Exhibit K (County and Contractor Administration) of the Agreement.

3.5.10 Downtime Credits

Downtime Credits shall accrue under this Exhibit B (Statement of Work) for any Deficiency in either the Monitoring Capabilities/Components or the Capabilities/Components other than Monitoring portions of the ITS as follows:

For each Severity Level 1 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of \$100.00 per hour that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved, based on full 1-hour increments.

For each Severity Level 2 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of \$50.00 per hour that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved, based on full 1-hour increments.

For each Severity Level 3 or 4 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of \$50.00 per 24-hour period that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits based on full 24-hour increments from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved. Downtime Credits in this instance will not accrue for any partial 24-hour period until the entire 24 hours has elapsed.

Contractor shall pay the County the total amount of Downtime Credits due in accordance with Paragraph 9.2 (Downtime Credits & Liquidated Damages) of the Agreement.

3.5.11 County Responsibilities

County understands that in order for Contractor to provide Maintenance and Support Services, County:

- (1) Agrees that any appropriate Sheriff's Department or Probation Department employee shall be authorized to request and receive Maintenance and Support Services on behalf of the County.
- (2) Must provide Contractor with reasonable access to the ITS during the times requested by Contractor subject to County facility's access approval policies described in this Exhibit B (Statement of Work) and otherwise in the Agreement. County will not unreasonably withhold such access. Such access shall be exclusively for Maintenance and Support Services purposes and shall be subject to Contractor's obligations to protect County's proprietary and confidential information set forth in this Agreement; and
- (3) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure to provide notice within the time frame set forth in this subsection (3) shall not relieve Contractor from its obligation to resolve the Deficiency once County has so informed Contractor.

3.6 Inmate Telephone System Administration

3.6.1 System Administrative Consoles

Contractor's ITS shall provide County the capability to effectively and efficiently perform essential System administration functions. Such functions shall include, but shall not be limited to, the following:

- a. System start-up/shut-down, initialization, configuration and system back-ups.

- b. System operational status reporting and unauthorized activity alerts.
- c. Inmate (on-line) call monitoring, recording, archiving and retrieval.
- d. Inmates call management, account set-up and billing.
- e. System troubleshooting, maintenance and repair.
- f. Generation of real time, ad hoc and System-wide summary management reports.

Contractor's ITS shall provide the capability to perform System administration functions from System Administrative Consoles located at Sheriff's Department Custody and Detention Facilities and at Probation Department Communications office. System administration functions may be performed by the Contractor (on-site or remotely) at any time, as long as the normal operation of the System is not affected.

The County may require limited administrative rights on some System Administrative Consoles, as directed by the Sheriff Project Director and as otherwise provided for in this Statement of Work.

All System Administrative Console monitors shall be a minimum of nineteen (19) inches for ease in viewing. At the Sheriff Project Director's discretion, the County may designate up to ten (10) monitors of greater size for purposes of more easily displaying detailed spreadsheets, Ad Hoc Queries, and investigative query/results screens.

The Sheriff's Department Business Management Unit (BMU) and Probation Department Communications office consoles shall each include a high quality color printer sufficient to meet the needs of the County in producing a variety of high quality reports, as specified by the concerned County Project Manager.

Contractor's platform software shall utilize plain English terminology and avoid codes or symbols which make navigation difficult and/or require referencing separate screens, or distal portions of the software to interpret. The System software should, be user-friendly, with displays and prompts which are easily understood, intuitive and employ readily discernable icons that contribute to an effective user experience. The Contractor's

software should provide a variety of sort and query features which allow the user to seek information and view results in a rapid and efficient means. In the simplest of terms, the Contractor's software should fundamentally ease navigation, while simultaneously promoting feature functionality.

The Contractor shall provide twenty-five (25) System Administrative Consoles for the Sheriff's Department facilities at locations to be determined by the Sheriff Project Director. It is anticipated the System Administrative Consoles will be deployed at all custody facilities, BMU main office, investigative units, and/or additional off-site locations.

The Contractor shall provide one (1) System Administrative Console required for the Probation Department Communications office.

3.6.2 System Administrative Console Technical Description

The System Administrative Consoles must include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the Term of the Agreement.

The Contractor may be required at the end of the third year of the Agreement or thereafter to replace any or all System Administrative Console related components at the request of the Sheriff Project Director and Probation Project Director should equipment be determined as outdated and/or inefficient.

The Contractor's System Administrative Consoles shall include but are not limited to computer hardware and software, computer memory, disk storage capacity, computer display, and printer. The Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Inmate calls. The Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The System Administrative Consoles constitute a component of the ITS.

3.6.3 Required System Administrative Console Locations

The Contractor shall provide System Administrative Consoles at the Sheriff's Department Custody and Detention Facilities locations to be determined by the Sheriff Project Director and at Probation Department Communications office.

3.6.4 System Operations Status

The System Administrative Console shall be capable of providing real time System status displays, including the current operational status of ITS at both on-site and remote facilities.

3.6.5 System Security

The ITS shall provide for security safeguards designed to control access to the System. Access to the System shall be password protected and limited to the concerned County Project Director or designee. Critical software and databases shall be backed-up and archived on a regular basis.

3.6.6 Training

The Contractor shall provide training on System administration, including operation and maintenance of the ITS and Inmate monitoring/recording techniques. Training shall include classroom and hands-on training for County system administrators, investigators and personnel determined by the Sheriff Project Director and Probation Project Director.

Approximately 200-300 Sheriff's Department and 20 Probation Department members will require System investigative and/or administration training at intervals requested by the Sheriff Project Director and Probation Project Director.

The Contractor shall provide additional System investigative and/or administration training as required by the Sheriff Project Director and Probation Project Director for new personnel assigned as County system administrators, managers, investigators and recurrent training as needed.

Contractor shall also provide training to County staff on report retrieval and Ad Hoc Queries as requested by the Sheriff Project Director and Probation Project Director or Sheriff Project Manager and Probation Project Manager.

4.0 INMATE TELEPHONE SYSTEM MANAGEMENT REPORTING REQUIREMENTS

4.1 Contractor's Project Reporting Requirements

4.1.1 Fortnightly Status Reports During the System Integration Period

The Contractor shall prepare and submit Fortnightly Project Status Reports during the System Integration Period to the County. The Contractor shall submit such reports to the Sheriff Project Manager and Probation Project Manager on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports shall, at a minimum, state:

- (a) Period covered by the report;
- (b) Project progress and plans;
- (c) Issues tracking, including Deficiencies;
- (d) Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;
- (e) Updates to the Project Control Document;
- (f) Project risks identified through the quality assurance process; and
- (g) Any other information that Sheriff's and Probation Departments may reasonably require.

4.1.2 Contractor's Account Management and Reporting Responsibilities

In accordance with Paragraph 4.2 (Contractor Project Manager) of the Agreement, the Contractor shall provide a full-time Contractor Project Manager who will serve as the County's single point of contact for all administrative and technical matters regarding the Agreement, including submission of the Monthly System Management Reports to Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager. The Monthly System Management Reports shall include the following information for each facility by Collect Calls, Pre-Paid Calls, and international calls:

1. Financial data, including call volume, total minutes, gross amount billed, Minimum Annual Guarantee (MAG) payment(s), and un-

- collectables. This report will be available to BMU and Probation Department's System Administrative Consoles only.
2. Maintenance activity, including problems encountered and corrective action taken to resolve. This report will be available to BMU and Probation Department's System Administrative Consoles only.
 3. Summary of complaints received and corrective action taken to resolve. This report will be available to BMU and Probation Department's System Administrative Consoles only.
 4. Summary of usage and non-usage by telephone. This report will be available to all System Administrative Consoles.
 5. Call attempts. This report will be available to BMU and Probation Department's System Administrative Consoles only.
 6. Pre-Paid Call services. This report will be available to BMU and Probation Department's System Administrative Consoles only.
 7. Non-working phone report in real-time. This report will be available to all System Administrative Consoles.

4.2 Monthly Project Reports

The Contractor shall be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:

a. **List of Telephones**

This report shall include, but shall not be limited to, information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total downtime for each phone shall also be included. These reports shall be available to all System Administrative Consoles.

b. **Total Inmate Calls Completed and Amounts Billed**

Reports shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be

broken down by domestic Debit Phone Account (Cardless), Pre-Paid Account, and Collect Calls, and by international calls. This report shall be available to BMU and Probation Department's System Administrative Consoles only.

c. **Total Inmate Calls Uncompleted**

Reports shall be in summary format, and shall include the total number of calls, broken down by type of call, including domestic Debit Phone Account (Cardless), Pre-Paid Account, and Collect Calls, and by international calls, as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value. This report shall be available to BMU and Probation Department's System Administrative Console only.

d. **MAG report**

This report shall contain the annual or monthly historical contemporary MAG payment information. This report shall be available to BMU and Probation Department's System Administrative Console only.

e. **Summary of Any Unauthorized Inmate Call Activity Detected**

Reports shall be in summary format by facility, and shall contain any information available to support the subsequent investigation of such activities. This report shall be available to all System Administrative Consoles.

f. **Summary of System Outages and/or Maintenance Performed**

Reports shall be in summary format by facility, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the Sheriff Project Manager and/or Probation Project Manager. This report shall be available to all System Administrative Consoles.

g. **Telephone Inspection and Maintenance Log**

This report shall be submitted to the Sheriff's and Probation Departments on a quarterly basis or as required by the Sheriff Project Manager and Probation Project Manager. This report shall be available to BMU

and Probation Department's System Administrative Console only.

h. Ad Hoc Query and Reports

Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and/or Probation Project Manager. These features shall be available to BMU and Probation Department's System Administrative Consoles only.

The Contractor shall submit one (1) soft copy of both Monthly Project Reports and Monthly System Management Reports on three (3) CD-Rs to each of the following: a) Sheriff Project Manager at Sheriff's Department, Custody Division, Inmate Services Bureau, Business Management Unit, 4700 Ramona Boulevard, Room 309, Monterey Park; CA 91754; and b) Probation Project Manager at Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize Microsoft Word or other format to be determined by the Sheriff Project Manager and Probation Project Manager, for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The Contractor's written reports are due no later than 5:00pm., on the fifth (5th) Business Day of the month reporting on ITS for the prior month.

4.3 Year-End Summary Reports

The Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's automated operator ITS. The reports shall minimally provide total call volume, total minutes, and total revenue for each type of call, including Collect, domestic Debit Phone Account (Cardless), Pre-Paid Account, and international calls, and shall also include an aggregate total of each of these values. The reports shall also indicate the MAG, un-collectibles and recovered un-collectibles, including any accounts receivables sold during the year.

The Contractor is encouraged to add categorical data for this report where it better serves to meet the County's intent. More specifically, this report is intended to provide an at a glance, yet comprehensive means of deciphering the various areas in which revenue is generated

and must provide an intuitive means for both County review and reconciliation.

The reports shall also include in summary format by facility, information to determine Inmate telephone call volume by number of accepted calls, and minutes, by hour, by facility, cellblock, dayroom, floor, dormitory, or other area of interest.

The Contractor shall submit a soft copy of the Year-End Summary Reports on three (3) CD-R to each of the following: a) Sheriff Project Manager at Sheriff's Department, Custody Division, Inmate Services Bureau, Business Management Unit, 4700 Ramona Boulevard., Room 309, Monterey Park, CA 91754; and b) Probation Project Manager at Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize Microsoft Word or other format to be determined by the Sheriff Project Manager and Probation Project Manager, for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) Business Day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

In addition to submitting required fortnightly/monthly/annual ITS management reports, within thirty (30) calendar days following the end of the Agreement year, the Contractor Project Director or Senior Management personnel (Contractor's executive management personnel to whom Contractor Project Director reports) shall meet with the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year.

The Contractor shall also maintain and archive Inmate telephone billing records for the full duration of the Agreement, and an additional five (5) years beyond the Agreement Term.

5.0 INMATE TELEPHONE SYSTEM FACILITY SAFEGUARDS

5.1 Requirements for Entry - County Custodial/Detention/Camp Facilities

Consistent with the requirements of the Agreement, the Contractor, Contractor's employees, and/or sub-contractor's employees, shall meet all specified requirements for admission into any County custody or detention facility, including but not limited to the following:

- a. Individual has not been incarcerated at any federal prison, state prison, or County jail within the last five (5) years.
- b. Individual has not been convicted of bringing a controlled substance into a federal prison, state prison, or County jail.
- c. Individual has not been convicted of possession of a controlled substance for sale, nor has individual used any controlled substance (without physician's authorization) within the last five (5) years.
- d. Individual has not been convicted of murder, sex crimes, weapon law violations, felonious assault, or spousal abuse.
- e. Individual does not have a relative housed in the Los Angeles County jail.
- f. Individual does not have outstanding warrants.
- g. Individual is not currently on probation or parole.
- h. Individual did not make untruthful or incomplete statement on applications.

In addition, the County reserves the right to deny entry at its discretion for reasons which are confidential and relate to legitimate security interests.

All individuals entering into any Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility under terms of this Agreement shall be subject to search and seizure.

The Contractor shall be responsible to notify Contractor's employees who are cleared for entrance that, if they subsequently have a relative incarcerated in a County custody facility, they are required to notify the

Contractor, and the Contractor shall notify the Sheriff Project Director and Probation Project Director immediately. Contractor's employees are not permitted to work in a custody facility where a relative is housed.

5.2 Contractor's Personnel Requirements

All personnel employed by the Contractor shall be competent, trustworthy, and well qualified to perform the Work. The Contractor shall submit to the Sheriff Project Manager and Probation Project Manager, a current roster including all employees that are required to enter County facilities to perform services under this Agreement. This roster shall also be maintained electronically by the Contractor on the System Administrative Consoles at BMU and Probation Department only. The roster shall be kept current and up-dated by the Contractor as required. All personnel on the roster shall possess photo identification, and shall meet the County's requirements for admission into any Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility.

Consistent with the requirements set forth in the Agreement, all personnel employed by the Contractor that are required to enter County facilities, are required to undergo a Background Check, which shall be initiated by preparing an "Entry Application for Custody Facility" form (Attachment 4 to this Exhibit B (Statement of Work)).

The Contractor shall be required to submit an "Entry Application for Custody Facility" form for all Contractor personnel requiring access to the Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities to perform services under this Agreement. The "Entry Application for Custody Facility" shall be submitted at least ten (10) calendar days prior to their required access to Sheriff's Department, Custody Division, Inmate Services Bureau, Business Management Unit, Sheriff's Project Manager, 4700 Ramona Boulevard, Room 309, Monterey Park, California 91754 for Sheriff's facilities; and to Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022 for Probation facilities. The County Project Managers may arrange for photo identification cards for Contractor personnel, which must be presented when requesting access to any Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. Contractor personnel shall also be required to continuously safeguard their tools and submit for inspection their inventory of Essential Tools upon entry or exit from any Sheriff's Department Custody or Detention Facility and any Probation Department Detention or Camp Facility. Contractor personnel shall attend County custody Orientation prior to

admission into secured facilities and shall attend a two-hour ethical training session hosted by the Contractor or its designee.

Consistent with the requirements set forth in the Agreement, the Background Check consists of a review and screening of the applicant's "Entry Application for Custody Facility" form and a check of law enforcement records. In addition, the Contractor's employee's may be required to undergo a more in-depth Background Check, which may include, but not be limited to, a fingerprint check.

All Contractor applicants must successfully pass the Background Check and attend the required Orientation and ethical training prior to commencing work under this Agreement.

The Contractor will only be notified of the final security determination of its personnel. Specific details will remain confidential and will not be provided.

The Sheriff's and Probation Departments will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the Term of this Agreement will be decided on a case-by-case basis by the Sheriff Project Manager and Probation Project Manager.

Contractor personnel shall only bring Essential Tools into the Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. All Contractor personnel shall be required to safeguard all tools and test equipment in their possession, maintain a detailed written tool inventory and/or equipment and/or parts list, present the written tool inventory at Facility Entry Control Staff, and follow the established sign-in/sign-out procedures upon entry/exit from the facility. In the event of any loss of equipment, the Contractor's employee shall immediately notify the concerned facility's Watch Commander or highest ranking on-site Probation manager, as well as the Contractor Project Manager, who shall in turn inform the concerned County Project Manager immediately.

5.2.1 Contractor shall train or facilitate employee training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a custody setting.

5.2.1.1 All Contractor employees shall receive no less than two (2) hours of ethical conduct training prior to performing Work in a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. The ethical conduct training shall be intended

to raise Contractor employee's awareness of the common temptations associated with working an assignment of special trust, such as that of contractors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. Contractor shall submit a course outline to Sheriff Project Director and Probation Project Director for review and approval, at both Sheriff's and Probation Project Directors' discretion, prior to the training date. This topic shall be re-enforced in Sheriff's Department's mandatory four (4) hour custody Orientation (Refer to Section 5.3.1.3 below).

5.2.1.2 Contractor may seek to partner with an outside organization to meet the two-hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by Sheriff Project Director and Probation Project Director. Contractor shall bear all costs associated with providing the aforementioned (2) two-hour ethical conduct training as described in this Section and Section 5.3.1.1.

5.2.1.3 All Contractor employees shall attend the mandatory (4) four-hour County custody Orientation prior to performing Work in a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. The mandatory (4) four-hour custody Orientation will be provided by the Sheriff's Department to all Contractor employees. Contractor shall bear all costs associated with Contractor employees' attendance at the Orientation.

5.2.1.4 Contractor shall maintain ethical conduct training and orientation class rosters and Contractor employees' training completion certifications of which copies shall be provided to the Sheriff Project Manager and Probation Project Manager for those employees who have attended the ethical conduct training.

5.2.2 Contractor shall actively monitor instances of their employees exclusion from the Department's custody facilities, guarding against repeat occurrences and trends. Two (2) separate instances of exclusion from a custody facility for any of the above specified causes over the course of an Agreement year shall be cause for Contractor to develop and implement an action plan which could include, but is not limited to, additional training, individual employee performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models,

internal security procedures, etc., to mitigate additional instances of inappropriate or criminal conduct occurring in Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities by Contractor employees.

5.2.3 Contractor shall develop and implement an action plan, and provide a copy to the Sheriff Project Manager and Probation Project Manager of such action plan, within thirty (30) calendar days from the date of the second instance of exclusion.

5.2.4 Contractor shall provide an up-to-date "Employee Exclusion Report" immediately following each occurrence and anytime upon request by County. Regardless of cause and from the effective date of the Agreement to current, the report shall contain all names of excluded Contractor employees, date of exclusion, and reason for exclusion.

The Contractor shall immediately notify Sheriff Project Manager and Probation Project Manager regarding any employee re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 Business Days).

The Contractor shall also be required to provide written notification to the Sheriff Project Manager and Probation Project Manager, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. At the time of notification, Contractor must provide full name, birthdate, and driver license number of the requested visitor in order to facilitate a cursory background check prior to their entry into the facility.

Violation of the above procedures may result in loss of Contractor's employee security clearance.

5.2.5 Installation Team Members

The Contractor must submit, at least ten (10) calendar days prior, an entry application for installation team members to Sheriff Project Manager and Probation Project Manager for all installation team members, to permit the required Background Checks prior to installation activities at each facility.

Installation team members may be issued photo identification cards by the Sheriff's and/or Probation Departments, which must be presented when requesting admission to a secured facility.

All installation team personnel shall present a photo identification card, and a detailed Essential Tool inventory and equipment/parts list upon requesting admission to a Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. Installation team personnel shall be required (at all times) to safeguard tools, test equipment, and parts, and to follow specified sign-in/sign-out procedures upon each entry/exit from the facility.

5.3 Personnel Removal and Replacement

Sheriff Project Manager or Probation Project Manager may, at his/her sole discretion, direct the Contractor to replace any employee deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed a security risk or contrary to the best interest of the County. The Contractor shall immediately remove the employee from his/her post or assignment, and immediately initiate action to replace the employee in a timely manner. The Contractor shall not reassign this employee to any other Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities, without the written authorization by Sheriff Project Manager or Probation Project Manager, or his/her designee.

In the event that the removal of a Contractor employee occurs during the employee's response to an emergency System outage, employee replacement shall be provided within the required four (4) hour response, following notification of the removal.

6.0 PROOF OF CONCEPT

The County has the option, exercisable in County's sole discretion and which may be exercised as early as during the first year of the Agreement, to require the Contractor to develop and implement a component of the ITS on a proof of concept basis (Proof of Concept) whereby Inmate telephone accounts can be established for an Inmate through an Inmate's Inmate Trust Account to enable outbound phone calls in instances where Debit Phone Account (Cardless)/Pre-Paid Accounts have not been purchased or Debit Phone Account (Cardless)/Pre-Paid Account value has been exhausted. The exercise

of such option shall require an Amendment under Paragraph 6 (Change Orders and Amendments) of the body of the Agreement.

This Proof of Concept shall be implemented at one (1) custody facility (likely Century Regional Detention Facility, presently the Sheriff's Department's women's jail facility that has its own Inmate Reception Center) and shall consider the optimal method(s) for deployment which reduce risk associated with Inmate transactions, reduce or eliminate staff and Contractor man hours, optimize access for Inmate telephone usage and enhance revenue.

Presently, fifty-two (52) kiosks are strategically deployed throughout CRDF, primarily for the purposes of commissary sales. These kiosks are owned and maintained by the County's commissary vendor, and facilitate transactions through an interface which enables communication with the County's Jail Information Management System (JIMS) for purposes of account debits and credits where necessary. Kiosks employ the use of Inmate booking number and PINs as an enhanced security measure.

The incoming ITS contractor would be expected to accomplish the Proof of Concept in either of two (2) methods (or as otherwise provided in this Section):

- 1) The Contractor could create a stand-alone solution (such as that of a kiosk), which would generate PINs for incoming Inmates, utilizing a unique identifier, in conjunction with a telephone keypad and/or other identified security features as required to enable Inmates to both establish and access a Pre-Paid Account.
- 2) The Contractor could elect to leverage the existing kiosk infrastructure (which the Sheriff's Department anticipates in place until August 2015, or thereafter) to a similar end. In this scenario, the Contractor would need to enter into an agreement for use with the County's commissary vendor (currently Keefe Commissary Network).

In either event, implementation would require the ability to query, set aside and debit monies in the Inmate's Inmate Trust Account through a developed or enhanced interface for telephone usage, at predetermined limits and thresholds as determined by the Sheriff Project Director. All costs associated with this Proof of Concept shall be borne by the Contactor.

Should the Proof of Concept prove viable and beneficial to the County and Contractor, negotiations for additional custody deployment could be initiated, which might span the entire custody environment and Term of the Agreement.

It is possible an alternate method of deployment and/or more effective security measures (such as the use of a biometric or wristband bar code reader) could prove advantageous for the Contractor's use in development of the Proof of Concept, or after implementation. As such, both at onset and throughout development/deployment, the Contractor is encouraged to explore and provide recommendation in alternate methods of delivery which would meet the County's conceptual need, but in a more efficient, cost-effective and/or more security-minded construct. Should alternate methods be determined and represented as viable by the Contractor, the County would retain sole discretion as to whether to depart from a kiosk/PIN-based Proof of Concept. In either event, the Contractor will be expected to deploy a solution which would meet the County's need within the previously stated first year of the Agreement.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)

TERM	DEFINITION
Advance Pay	A pre-paid account, with no minimum balance, set-up through Contractor and funded by a Customer. Funds from the account can then be used to pay for an Inmate's use of ITS and Services for calls to the Customer's specific telephone number. This calling option must comply with the requirements set forth in Exhibit B (Statement of Work) and the parameters established by the Federal Communications Commission.
Advance Pay One Call	A calling arrangement that allows an Inmate to initiate a call through ITS and Service to a specific Customer without having a pre-established or funded billing arrangement and where the Customer does not want to establish or fund an Advance Pay account. Advance Pay One Call is a pay-per call option at the per-minute-of-use rate for the call where the called Customer uses an automated operator IVR to pay for the call using a major credit card or debit card. This calling option must comply with the requirements set forth in Exhibit B (Statement of Work) and the parameters established by the Federal Communication Commission.
Ad Hoc Query	An unscheduled query requiring the ability to access data from all existing platforms and generate customized reports from a Systems Administrative Console at a central location within a specified time period.
Amplified Handsets	A Telephone Instrument handset for use by the hearing impaired Inmate which allows volume control based on the individual needs of the Inmate.
Ancillary Service Charge	Any charge Customers may be assessed for the use of ITS and Services that is not included in the per-minute inmate telephone billing rates assessed for individual calls under Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement.
Annual System Management Reports	Annual reports provided by the Contractor Project Manager that are a year-to-date report summarizing the information provided in the Monthly System Management Reports and any other reports requested. Annual System Management Reports shall be for the period January 1 through December 31, and reports shall be broken down by location.
Authorized Call List	A list of telephone numbers used to limit phone calls from designated Inmates to pre-approved telephone numbers only.

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Average Daily Inmate Population	The sum of the total number of Inmates each day for a particular period of time, then divided by the same number of days in that particular period.
Background Check	The County's inquiry into an individual's personal history that provides sufficient information to determine if the individual is eligible to be given permission to enter the secured areas of the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities.
Blocked Calls	All attempted calls that are not connected that Contractor has disallowed for reasons of security, bad debt, court order, or un-collectable accounts.
Call Acceptance	Occurs when the called party agrees to accept the incoming call and both parties are able to converse.
CPUC	California Public Utilities Commission, which regulates telecommunications, electric, natural gas, water, railroad, rail transit and passenger transportation companies. The CPUC is chartered by the State of California to assure Customers have safe, reliable utility service at reasonable rates.
Call Records	A digital record, stored as an accessible database on a local computer, of all ITS activities.
Clearance Information	An individual's personal information needed to complete a Background Check and clear the individual for entry into the secured areas of the Sheriff's Department Custody and Detention Facilities and the Probation Department's Detention and Camp Facilities. Personal information includes but is not limited to: name, date of birth, driver's license number, and social security number.
Closure Procedures	A process of ensuring that all reported or discovered ITS problems have been resolved and the System is operating normally.
Collect Call	An arrangement whereby the called Customer takes affirmative action clearly indicating that they will pay the charges associated with a call originating from an Inmate.
Communication Rooms	Location where multiple phone lines from a facility converge into a central location and are connected with equipment and platforms provided by Contractor.
Completed Calls	Attempted calls that are accepted by the receiving party.

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Custody Division	The Division in the Sheriff’s Department which oversees custody operations.
Customer	An individual outside the Sheriff’s Department Custody and Detention facilities desirous of receiving telephone calls from an Inmate. Also, a "call recipient."
Debit Phone Account (Cardless)	A cardless calling option provided by the Contractor which allows the telephone user (Inmate) the ability to purchase telephone credit for charges incurred through telephone use in the future. This calling option must comply with the requirements set forth in Exhibit B (Statement of Work).
Downtime Credit	Consistent with the terms of the Agreement, the reimbursement for monetary loss suffered by County due to lost revenue which is caused by the Contractor’s ITS and Telephone Platform failure resulting in System outage or non-emergent System maintenance impacting phone revenue.
Entry Application for Custody Facility	Form used by the Sheriff’s Department for initial security screening of individuals requesting access to the Sheriff’s Department Custody and Detention Facilities and the Probation Departments Detention and Camp Facilities.
Escalation Procedures	A process whereby additional resources are allocated and persons notified if a problem cannot be resolved with the assigned service resources.
Essential Tools	Any tools and materials required to install, maintain, or repair the ITS, Telephone Instruments, and other equipment.
FCC	Federal Communications Commission, which is the government agency responsible for regulating telecommunications in the United States.
Follow-on Training	Periodically scheduled training throughout the life of the Agreement provided to Sheriff’s and Probation Departments representatives, who did not receive the initial training in ITS operation.
Gross Inmate Call Revenue	Total amount of money received by Contractor from Customers in payment of claims for Inmate call services, reported in the period received (i.e. Customer payments).

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Inmate Trust Account	An account maintained by the County in which an Inmate's funds are deposited for their use during their stay in custody. Similar to a bank account.
Live Agent Operator	An option for Customers to use a live operator to establish or fund an Advance Pay account to complete an ITS and Services transaction.
Long Distance	Generally, this refers to calls that are placed by the user to destinations outside of their coverage area. The parameters of what constitutes "long distance" varies by carrier, and is usually outlined in detail in that carrier's rate map brochure.
Minimum Annual Guarantee (MAG)	A minimum guaranteed payment that Contractor must pay to the Sheriff's Department and Probation Department each Agreement year, irrespective of the amount of revenue generated.
Minor	An individual residing in a Probation Department Detention and Camp Facility who is under the care and custody of the Probation Department.
Monthly Maintenance Report	A detailed report outlining the maintenance performed on a monthly basis to ITS and the Telephone Platform installed and maintained by Contractor.
Monthly Project Reports	<p>Monthly reports summarizing the operation and maintenance activities broken down by Sheriff's Department Custody and Detention Facility. Probation shall receive a separate report broken down by Probation Department Detention and Camp Facility. Reports shall be consistent with the Statement of Work and may include the following:</p> <ol style="list-style-type: none"> 1. Financial data - calls completed, amounts billed, and commissions earned. 2. Unauthorized call data - unauthorized calls detected. 3. Maintenance data - maintenance performed, system outages, corrective action taken to resolve. <p>Monthly reports shall cover the period from the first of the month to the last day of the month and shall be due on the 5th day of the following month.</p>

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Monthly System Management Reports	<p>Monthly reports provided by Contractor Project Manager to the Sheriff's Business Management Unit shall be broken down by individual Sheriff's Department Custody and Detention Facility. A separate report broken down by individual Probation Department Detention and Camp Facility shall be provided to Probation Department. Reports shall be consistent with the Statement of Work and may include the following:</p> <ol style="list-style-type: none"> 1. Financial data - call volume, total minutes, amount billed, and commissions earned 2. Maintenance activity - problems encountered, corrective action taken to resolve 3. Summary of complaints - received, corrective action taken to resolve 4. Summary of usage and non-usage by telephone <p>Monthly reports shall cover the period from the first of the month to the last day of the month and shall be due on the 5th day of the following month.</p>
Multiple Carrier Agreement	<p>An agreement between one or more telephone service providers to utilize each other's communications systems. A call initiated on one carrier's system may traverse several "competing" systems en route to the destination. The initiating service provider normally acts as the single point of contact for billing purposes.</p>
National Electric Code (NEC)	<p>NEC codifies the requirements for safe electrical installations into a single, standardized source.</p>
Non-Billable Calls	<p>Attempted calls that are identified as having potential problems in regards to receiving payment for call service charges. Non-billable numbers include destination numbers for which bill payments are determined to be in arrears and/or any destination numbers for which collection of inmate charges is unlikely, such as cell phones, or overseas destinations.</p>
Normal Business Hours	<p>Monday through Friday, 8:00am to 5:00pm, excluding County holidays.</p>
On-Line System Maintenance	<p>Digital manipulation of the servers, and software that control the monitoring and recording systems for the purpose of troubleshooting, maintenance, upgrades, configuration, and repair of the system.</p>

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Orientation	An organized training session scheduled and conducted by Sheriff's Department personnel. This is a four-hour session, and covers such topics as jail security, ethics, fraternization, respect based leadership, and the safety of both Inmates and jail visitors.
Paper Bill/Statement	An optional paper bill statement generated by Contractor to Customers receiving ITS and Services.
Personnel Notifications	The process of notifying designated County representatives, of changes in the System's operational status.
Portable Telephone	A Telephone Instrument platform which can be moved and made operational with minimal difficulty to areas of need within the custody environment consistent with the requirements set forth in the Statement of Work.
Pre-Paid Account	A calling option for Customers whose Pre-Paid Call Charges are satisfied either through Advance Pay deposits or Advance Pay One Call transactions.
Pre-Paid Calls	Those calls whose charges are pre-paid and utilize either a Debit Phone Account (Cardless) or a Pre-Paid Account.
Pre-Paid Call Charge	The call service charges that are billed to Inmates through the use of a Debit Phone Account (Cardless) or the call service charges that are billed to Customers through the use of a Pre-Paid Account.
Preventive Maintenance	Routine scheduled maintenance used to prevent failure of the ITS and the Telephone Platform.
Pro-Per Inmate	An Inmate acting as his/her own attorney and defending his/herself in court against criminal charges.
Response Time	The time from the County's initial service request to Contractor's commencement of service.
Restricted Calls	Calls to or from a location wherein the Contractor limits their telephone service, so that their telephone can only send within a pre-defined geographic area, or calls prevented by court order or Sheriff's Department policy (i.e. Pro-Per Inmates).
Revenue	Gross increase in money received as a result of Inmate call services billed.
Routine Maintenance	Any maintenance work or activity carried out on a regular basis to prevent deterioration of the ITS capability.

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Speed Dial Calls	Those calls, which are placed through speed dial configurations at no cost to Inmate or Sheriff's Department, to designated County entities whose charges are billed to County's Internal Services Department.
Status Report	A report which describes the current operating condition of the telephone system, including lists of any pending trouble ticket items, and maintenance which might negatively affect the operation of the ITS.
Subscriber	An individual, or other entity, who holds a contract for telephone service with a telephone service provider.
System Administrative Console	A computerized platform enabling the County to monitor the key functions of the ITS, make required modifications, access data, and generate business reports upon demand.
System Administrator Kill Switch	A remote operating station which allows a system administrator to selectively disable, or place limits on any individual Telephone Instrument within the ITS, or to disable the entire ITS.
TAT (Turn Around Time)	The time from County's initial service request to Contractor's completion of service and Deficiency resolution.
Technical Support Center	A technical 24/7 center that will be answering questions and resolving problems encountered by the telephone system users with the Sheriff's and Probation Departments.
Telephone Enclosures	A sheltering enclosure which protects both the user and the Telephone Instrument from weather and environmental noise.
Telephone Instrument	The physical device with which an Inmate makes a communication connection to another, distant point.
Telephone Platform	The hardware, software, ancillary equipment, Telephone Instruments, patents, and licenses which are required to operate as an installed point-to-point, telephonic communication and recording system.
Title 15 Meetings	Monthly meetings attended by jail facilities Title 15 coordinators, Sheriff's Department Business Management Unit staff, Sheriff's volunteers, and contract vendors. Issues involving Inmate programs, complaints, and services are discussed and resolved.

**GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK
(Restated under Amendment Number Four)**

TERM	DEFINITION
Total Billable Amount	Aggregate of total claims by Contractor against Inmates and Customers for Collect Call and Pre-Paid Call services, excluding the Ancillary Services Charges and FCC-permissible Taxes and regulatory fees listed in Exhibit C (Telephone Rates and Payment Schedule) of the Agreement for which revenue share to County is not realized.
Trouble Ticket Closure	An accounting and record keeping system which documents that problems reported by County on a Trouble Ticket has been repaired, and inactivates that Trouble Ticket when problem is resolved.
Trouble Ticket	A piece of paper or a record in a computer system used to report and manage the resolution of telephone, network, or circuit outages as reported by County.
Trusty	An Inmate regarded as worthy of trust and therefore granted special privileges.
Turnkey System Installation	An entire telephone system which hardware and software assembled and installed by a vendor and sold as a total package.
UL Standards	Underwriters Laboratories Inc. has developed more than 800 Standards for Safety. Standards for Safety are essential to helping insure public safety and confidence, reduce costs, improve quality and market products and services.
Unauthorized Calls	Calls made to telephone numbers which are not permitted by Sheriff's and Probation Departments. The Sheriff's and Probation Departments shall provide a list of these numbers and locations to Contractor.
Year-End Summary Report	Report summarizing the operations activities that occurred during an Agreement year.

EXHIBIT C

TELEPHONE RATES AND PAYMENT SCHEDULE

(Restated under Amendment Number Four)

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

TELEPHONE RATES AND PAYMENT SCHEDULE

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

A. INMATE TELEPHONE BILLING RATES

Domestic Calls INTRASTATE CALLS – All	CALL RATE
Rate per minute	\$0.25
Domestic Calls INTERSTATE CALLS – Collect	CALL RATE
Rate per minute	\$0.25
Domestic Calls INTERSTATE CALLS – Debit Phone Account (Cardless) and Pre-Paid Account	CALL RATE
Rate per minute	\$0.21
International Calls	CALL RATE
Rate per minute	International Rate Table is attached hereto as Attachment 1

Contractor's inmate telephone billing rates shall at all times comply with all Federal Communications Commission (FCC) mandates regardless of the rates set forth herein.

B. COMMISSION PAYMENTS

1. Minimum Annual Guarantee (MAG) payment for each of the following departments:

SHERIFF'S DEPARTMENT: \$15,000,000 (for each year of the Agreement)

Contractor shall pay the Sheriff's Department a monthly MAG of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) within ten (10) calendar days of the beginning of each month during the Agreement. The first monthly payment shall be paid by November 10, 2011.

PROBATION DEPARTMENT: \$59,000 (for each year of the Agreement)

Contractor shall pay the Probation Department an annual MAG of Fifty-Nine Thousand Dollars (\$59,000) by November 30, 2011 and the same month and date of each Agreement Year thereafter.

2. County Commission Rate expressed as a percentage of the Total Billable Amount for each year of the Agreement:

67.5%

C. ANCILLARY SERVICE CHARGES

Ancillary Service Charge means generally any charge Customers may be assessed for the use of ITS and Services that is not included in the per-minute inmate telephone billing rates assessed for individual calls under Section A (Inmate Telephone Billing Rates). Ancillary Service Charges under this Agreement shall be limited to the following:

1. Paper Bill/Statement Fee - \$2.00 per paper bill/statement
[Paper Bill/Statement Fee means a fee associated with providing Customers an optional paper billing statement. No charge is permissible for electronic bills/statements.]
2. Automated Payments Fees
[Automated Payments Fees mean credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk.]

Automated Payments Fees under this Agreement are associated only with Pre-Paid Accounts and shall be limited to the following two (2) call options:

- (A) Advance Pay Fee - \$3.00 per-deposit
[Advance Pay Fee means a per-deposit Automated Payment Fee associated with a deposit of funds into an Advance Pay account established by a Customer.]

OR

- (B) Advanced Pay One Call Fee - \$3.00 per-call
[Advance Pay One Call Fee means a per-call Automated Payment Fee associated with payment for Advance Pay One Call services where there is no pre-established or funded billing arrangement and where the Customer does not want to establish or fund an Advance Pay account.]

3. Live Agent Fee - \$5.95 per use

[Live Agent Fee means a fee associated with the optional use of a Live Agent Operator to establish or fund an Advance Pay account to complete ITS and Services transactions. No additional Automated Payment Fee may be assessed for the establishment or deposit of funds into an Advance Pay account if a Live Agent Operator is used by the Customer.]

4. Third-Party Financial Transaction Fees - Pass through with no markup

[Third-Party Financial Transaction Fees means the exact fees, with no markup, that Contractor is charged by third parties to transfer money or process financial transactions to facilitate a Customer's ability to make account payments via a third party. Contractor may pass these fees through to Customers directly with no markup.]

Contractor's Ancillary Service Charges authorized herein shall at all times comply with all FCC mandates regardless of the Ancillary Service Charges set forth herein.

D. Taxes and Regulatory Fees

Contractor shall charge only those mandatory applicable pass-through Taxes and regulatory fees as expressly authorized by the FCC. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to Inmates and Customers directly with no mark-up. The inmate telephone billing rates charged in Section A (Inmate Telephone Billing Rates) are exclusive of mandatory applicable pass-through Taxes and regulatory fees collected by Contractor on behalf of federal, state, or local governments. No Taxes or regulatory fees shall be charged unless authorized by the FCC and compliant with all FCC mandates.

This Exhibit C (Telephone Rates and Payment Schedule) includes Attachment 1 (International Rate Table) and Attachment 2 (Speed Dial Call Rate to Designated County Entities).

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Printed Name

Title

Signature

Date

EXHIBIT C
ATTACHMENT 1

INTERNATIONAL RATE TABLE

(Restated under Amendment Number Four)

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

PCS International Rate Table

International Country	Rate Period	Rate Per Minute
CANADA	Any	\$0.30
PUERTO RICO	Any	\$0.45
MEXICO	Any	\$0.50
UNITED KINGDOM	Any	\$0.75
AUSTRIA	Any	\$0.90
BAHAMAS	Any	\$0.90
COLUMBIA	Any	\$0.90
U.S. VIRGIN ISLANDS	Any	\$0.90
DOMINICAN REPUBLIC	Any	\$0.95
ECUADOR	Any	\$0.95
EL SALVADOR	Any	\$0.95
GUATEMALA	Any	\$0.95
PANAMA	Any	\$0.95
ARUBA	Any	\$1.00
BENIN	Any	\$1.00
BERMUDA	Any	\$1.00
FRANCE	Any	\$1.00
GERMANY	Any	\$1.00
GHANA	Any	\$1.00
HONG KONG	Any	\$1.00
ISRAEL	Any	\$1.00
ITALY	Any	\$1.00
JAMAICA	Any	\$1.00
JAPAN	Any	\$1.00
MONACO	Any	\$1.00
NETHERLANDS	Any	\$1.00
NIGERIA	Any	\$1.00
NORWAY	Any	\$1.00
SAN MARINO	Any	\$1.00
ST. PIERRE/MIQUELON	Any	\$1.00
SWEEDEN	Any	\$1.00
TRINIDAD/TOBAGO	Any	\$1.00
VENEZUELA	Any	\$1.00
VENEZUELA	Any	\$1.00
AFGHANISTAN	Any	\$1.25
ALBANI	Any	\$1.25
ALGERIA	Any	\$1.25
ANDORRA	Any	\$1.25
ANGOLA	Any	\$1.25

ANGUILLA	Any	\$1.25
ANTIGUA/BARBUDA	Any	\$1.25
ARGENTINA	Any	\$1.25
ARMENIA	Any	\$1.25
AUSTRALIA	Any	\$1.25
AZERBAIJAN	Any	\$1.25
BAHRAIN	Any	\$1.25
BANGLADESH	Any	\$1.25
BARBADOS	Any	\$1.25
BELARUS	Any	\$1.25
BELGIUM	Any	\$1.25
BELIZE	Any	\$1.25
BOLIVIA	Any	\$1.25
BOSINA/HERZEGOVINA	Any	\$1.25
BOSTSWANA	Any	\$1.25
BRAZIL	Any	\$1.25
BRITISH VIRGIN ISLANDS (TORTOLA)	Any	\$1.25
BRUNEI	Any	\$1.25
BULGARIA	Any	\$1.25
BURKINA FASO	Any	\$1.25
BURUNDI	Any	\$1.25
CAMEROON	Any	\$1.25
CAPE VERDE ISLANDS	Any	\$1.25
CAYMAN ISLANDS	Any	\$1.25
CENTRAL AFRICAN REP	Any	\$1.25
CHILE	Any	\$1.25
CHINA	Any	\$1.25
CONGO	Any	\$1.25
CONGO DEM REP (ZAIRE)	Any	\$1.25
COOK ISLANDS	Any	\$1.25
COSTA RICA	Any	\$1.25
CROATIA	Any	\$1.25
CUBA	Any	\$1.25
CYPRUS	Any	\$1.25
CZECH REPUBLIC	Any	\$1.25
DENMARK	Any	\$1.25
DJIBOUTI	Any	\$1.25
DOMINICA	Any	\$1.25
EGYPT	Any	\$1.25
ERITREA	Any	\$1.25
ESTONIA	Any	\$1.25

ETHIOPIA	Any	\$1.25
FALKLAND ISLANDS	Any	\$1.25
FAROE ISLANDS	Any	\$1.25
FIJI	Any	\$1.25
FINLAND	Any	\$1.25
FRENCH GUIANA	Any	\$1.25
FRENCH POLYNESIA	Any	\$1.25
GABON	Any	\$1.25
GAMBIA	Any	\$1.25
GEORGIA	Any	\$1.25
GIBRALTAR	Any	\$1.25
GREECE	Any	\$1.25
GREENLAND	Any	\$1.25
GRENADA	Any	\$1.25
GUADELOUPE	Any	\$1.25
GUINEA	Any	\$1.25
GUINEA-BIASSAU	Any	\$1.25
GUYANA	Any	\$1.25
HAITI	Any	\$1.25
HONDURAS	Any	\$1.25
HUNGARY	Any	\$1.25
ICELAND	Any	\$1.25
INDIA	Any	\$1.25
INDONESIA	Any	\$1.25
IRAN	Any	\$1.25
IRAQ	Any	\$1.25
IRELAND	Any	\$1.25
IVORY COAST	Any	\$1.25
JORDAN	Any	\$1.25
KAZAKHSTAN	Any	\$1.25
KENYA	Any	\$1.25
KIRIBATI	Any	\$1.25
KOREA (SOUTH)	Any	\$1.25
KUWAIT	Any	\$1.25
KYRGYSTAN	Any	\$1.25
LAOS	Any	\$1.25
LATVIA	Any	\$1.25
LEBANON	Any	\$1.25
LESOTHO	Any	\$1.25
LIBERIA	Any	\$1.25
LIBYA	Any	\$1.25
LIECHTENSTEIN	Any	\$1.25

LITHUANIA	Any	\$1.25
LUXEMBOURG	Any	\$1.25
MACAU	Any	\$1.25
MACEDONIA	Any	\$1.25
MALAWI	Any	\$1.25
MALAYSIA	Any	\$1.25
MALDIVES REPUBLIC	Any	\$1.25
MALI	Any	\$1.25
MALTA REPUBLIC	Any	\$1.25
MARSHALL ISLANDS	Any	\$1.25
MARTINIQUE	Any	\$1.25
MAURITANIA	Any	\$1.25
MAURITIUS	Any	\$1.25
MAYOTTE ISLANDS	Any	\$1.25
MICRONESIA	Any	\$1.25
MOLDOVA	Any	\$1.25
MONGOLIA	Any	\$1.25
MONTSERRAT	Any	\$1.25
MOROCCO	Any	\$1.25
MOZAMBIQUE	Any	\$1.25
MYANMAR (BURMA)	Any	\$1.25
NAMBIA	Any	\$1.25
NEPAL	Any	\$1.25
NETHERLANDS ANTILLES	Any	\$1.25
NEW CALEDONIA	Any	\$1.25
NEW ZEALAND	Any	\$1.25
NICARAGUA	Any	\$1.25
NIGER	Any	\$1.25
OMAN	Any	\$1.25
PAKISTAN	Any	\$1.25
PALAU	Any	\$1.25
PAPUA NEW GUINEA	Any	\$1.25
PARAGUAY	Any	\$1.25
PARAGUAY	Any	\$1.25
PERU	Any	\$1.25
PHILIPPINES	Any	\$1.25
POLAND	Any	\$1.25
PORTUGAL	Any	\$1.25
QATAR	Any	\$1.25
REUNION ISLAND	Any	\$1.25
ROMANIA	Any	\$1.25

RUSSIA	Any	\$1.25
RWANDA	Any	\$1.25
SAUDI ARABIA	Any	\$1.25
SENEGAL	Any	\$1.25
SEYCHELLES	Any	\$1.25
SIERRA LEONE	Any	\$1.25
SINGAPORE	Any	\$1.25
SLOVAKIA	Any	\$1.25
SLOVENIA	Any	\$1.25
SOUTH AFRICA	Any	\$1.25
SPAIN	Any	\$1.25
SRI LANKA	Any	\$1.25
ST KITTS/NEVIS	Any	\$1.25
ST LUCIA	Any	\$1.25
ST VINCENT/GRENADINE	Any	\$1.25
SUDAN	Any	\$1.25
SURINAME	Any	\$1.25
SWAZILAND	Any	\$1.25
SWITZERLAND	Any	\$1.25
SYRIA	Any	\$1.25
TAIWAN	Any	\$1.25
TAJKISTAN	Any	\$1.25
TANZANIA	Any	\$1.25
THAILAND	Any	\$1.25
TOGO	Any	\$1.25
TONGA	Any	\$1.25
TUNISIA	Any	\$1.25
TURKEY	Any	\$1.25
TURKMENISTAN	Any	\$1.25
TURKS/CAICOS	Any	\$1.25
UGANDA	Any	\$1.25
UKRAINE	Any	\$1.25
UNITED ARAB EMIRATES	Any	\$1.25
URUGUAY	Any	\$1.25
UZBEKISTAN	Any	\$1.25
VIETNAM	Any	\$1.25
WESTERN SAMOA	Any	\$1.25
YEMEN REP	Any	\$1.25
YUGOSLAVIA	Any	\$1.25
ZAMBIA	Any	\$1.25
ZIMBABWE	Any	\$1.25

COUNTY AND CONTRACTOR ADMINISTRATION
(Restated under Amendment Number Four)

AGREEMENT NO. 77655

COUNTY ADMINISTRATION

SHERIFF PROJECT DIRECTOR:

Name: PATRICK J. JORDAN
Title: CAPTAIN
INMATE SERVICES BUREAU
Address: 450 BAUCHET STREET, ROOM E-888
LOS ANGELES, CA 90012

Work Telephone: (213) 473-2974 Cell Phone: (213) 215-1097
Facsimile: (323) 415-3768 E-Mail Address: PJJordan@lasd.org

SHERIFF PROJECT MANAGER:

Name: KRISTY CRUZ
Title: SERGEANT
INMATE SERVICES BUREAU
Address: 4700 RAMONA BLVD, ROOM 309
MONTEREY PARK, CA 91754

Work Telephone: (661) 294-6311 Cell Phone: (213) 200-9836
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PROBATION PROJECT DIRECTOR:

Name: SHENAUD MORGAN
Title: DIRECTOR
MANAGEMENT SERVICES BUREAU
Address: 4549 TELEGRAPH ROAD
LOS ANGELES, CA 90022

Work Telephone: (323) 260-2763 Cell Phone:
Facsimile: (323) 268-7841
E-Mail Address: Shenaud.Morgan@probation.lacounty.gov

PROBATION PROJECT MANAGER:

Name: ANNETTE JASMINE
Title: COMMUNICATION SERVICES, SECTION HEAD
MANAGEMENT MANAGEMEN UNIT
Address: 4549 TELEGRAPH ROAD
LOS ANGELES, CA 90022

Work Telephone: (323) 260-2779 Cell Phone:
Facsimile: (323) 268-7841
E-Mail Address: Annette.Jasmine@probation.lacounty.gov

CONTRACTOR ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR:

Name: VERONICA VRANCUTA
Title: ACCOUNT EXECUTIVE
Address: 819 STRIKER AVENUE, SUITE 16
SACRAMENTO, CA 95834
Work Telephone: _____ Cell Phone: (916) 380-8729
Facsimile: _____ E-Mail Address: veronica.vrancuta@gtl.net

CONTRACTOR PROJECT MANAGER:

Name: DAVID PRICE
Title: FIELD SERVICE MANAGER
Address: 425 WEST BROADWAY, SUITE 420
GLENDALE, CA 91210
Work Telephone: (310) 405-6678 Cell Phone: (310) 251-3818
Facsimile: _____ E-Mail Address: david.price@gtl.net

CONTRACTOR SYSTEM ADMINISTRATORS:

Name: RENEE ORTEGA
Title: SYSTEM ADMINISTRATOR
Address: 425 WEST BROADWAY, SUITE 420
GLENDALE, CA 91210
Work Telephone: (310) 405-6675 Cell Phone: (562) 964-6742
Facsimile: _____ E-Mail Address: renee.ortega@gtl.net

Name: JENNIFER RODRIGUEZ
Title: SYSTEM ADMINISTRATOR 2
Address: 425 WEST BROADWAY, SUITE 420
GLENDALE, CA 91210
Work Telephone: (310) 405-6676 Cell Phone: (626) 478-8008
Facsimile: _____ E-Mail Address: jennifer.rodriguez@gtl.net

CONTRACTOR ADMINISTRATION

CONTRACTOR SENIOR MANAGEMENT STAFF (Contractor's executive management personnel to whom Contractor Project Director reports) – IN CASE OF EMERGENCY

Name: TOM MERIAM

Title: DIRECTOR OF SALES-SOUTH AND WEST REGION

Address: 3801 EAST PLANO PARKWAY, SUITE 100
PLANO, TEXAS 75074

Work Telephone: (972) 535-3372 Cell Phone: (972) 979-2410

Facsimile: _____ E-Mail Address: tom.meriam@gtel.net

Add additional names and contract information as necessary.

EXHIBIT N

KIOSK LOCATIONS

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

**Inmate Telephone System (ITS) and Services
Los Angeles County Sheriff's Department**

KIOSK LOCATIONS - Exhibit N

A. Sheriff's Department Custody and Detention Facilities:

Century Regional Detention Facility – 1 kiosk

11705 South Alameda Street, Lynwood, CA 90262

Twin Towers Correctional Facility – 2 kiosks

450 Bauchet Street, Los Angeles, CA 90012

Pitchess Detention Center – 3 kiosks

29310 The Old Road, Castaic, CA 91384

Men's Central Jail – 2 kiosks

441 Bauchet Street, Los Angeles, CA 90012

South Los Angeles Station – 1 kiosk

1310 W. Imperial Highway, Los Angeles, CA 90044

Lancaster Station – 1 kiosk

44945 N. Sierra Highway, Lancaster, CA 93534

Palmdale Station – 1 kiosk

750 E. Avenue Q, Palmdale, CA 93550

Compton Station – 1 kiosk

301 S. Willowbrook Ave., Compton, CA 90221