



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 04, 2016

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

40 October 4, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER FIVE 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 Five (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 will allow the Department to exercise the first one-year Option Term from November 1, 2016, through October 31, 2017, which ensures uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. This letter also provides the Department's analysis pursuant to the motion passed by the Board on June 14, 2016. The current Agreement expires on October 31, 2016.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff to execute an Amendment, substantially similar to the attached, to exercise the first one-year Option Term from November 1, 2016, through October 31, 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department and Probation to exercise the first one-year Option Term from November 1, 2016, through October 31, 2017, to ensure uninterrupted

telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities and continue to align the County's Agreement for ITS and Services with the Federal Communications Commission (FCC) "Second Report and Order and Third Further Notice of Proposed Rulemaking" (FCC 15-136).

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.

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.

On June 14, 2016, the Board granted authority to the Sheriff to execute Amendment Number Four, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Services Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) services, and (4) formally memorialized the addition of customer kiosks at the Department's custody and detention facilities. The Board did not grant authority to the Sheriff to exercise the first one-year Option Term. Furthermore, the Board passed a motion that (1) requested the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry (ODR), to report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families and minimize recidivism and impact on distressed communities, and (2) directs County Counsel to prepare a memorandum clarifying the parameters of the FCC ruling, and in consultation with other jurisdictions and leading advocacy groups and experts, identify best practices in implementing these regulations to meet the objectives articulated in the previous directives.

Department Analysis and Findings

The Department and the ODR conducted literature reviews based on the proposed question of whether lower telephone rates reduced recidivism. The findings in both reviews revealed similar outcomes. Increased communication with a supportive family likely strengthens the family ties. The communication itself does not directly impact recidivism; however, the bonds that are strengthened lead to better post-release support (i.e., housing, financial support, food and clothing), which in turn could play a part in the ex-offender's success. The overall research is lacking in quantitative, validated studies. However, several qualitative studies were reviewed which showed increased access to telephones, video visitation (never to take the place of a face-to-face visit), face-to-face visits and contact visits are vitally important to overcoming barriers that often lead to increased rates of recidivism. Finally, none of the literature reviewed took into consideration education, cognitive behavioral programming, or services coupled with access to phones as a force multiplier in recidivism reduction, yet there is ample validated research that points to elements of in-custody education and treatment having a positive impact on the reduction of recidivism.

A study conducted by Higgins, Malisz, Newton, Peterson, Tyner, and West noted that increased access to telephones in the prison system was beneficial to the prisoners. In many of the housing units throughout the Los Angeles County jails, telephone access is unrestricted. In addition, the authors point out that "The current FCC ruling rates of \$0.21 and \$0.25 per minute rates will create access to affordable prison phone calls for millions of family members to remain in contact with their incarcerated loved ones."

With the exception of a 15-minute debit call, the current FCC ruling rates will provide a less expensive phone rate and has already shown to increase call volume.

The Department has surveyed 40 inmates (male and female) to establish their beliefs and opinions on what services they associate with their success, both while in-custody and upon release. Additionally, barriers to access these services were noted.

Department Proposed Recommendations Based on Findings

Recommendations regarding terms that should be included in an RFP that would minimize recidivism and impact on distressed communities are as follows:

It should be noted that the Inmate Welfare Fund allocated \$2.8 million dollars to create an Inmate Data Network, where all inmate-facing products and services will be established. Current practice has these inmate-facing products and services on the Sheriff's Data Network, which, if breeched, would impact all Departmentwide data. Additionally, the Inmate Welfare Fund has provided implementation costs associated with video visitation, which is currently operational at some jail facilities. Based on the research reviewed and the overwhelming support for strengthening the family ties and supportive networks, the future Inmate Telephone RFP will include the following:

- Emerging electronic technologies to include electronic tablets, increased video visitation, video grams, inmate voice mail and email;
- Discounted rates for multi-month contracts and/or bundling of services;
- Technical support training to accompany any electronic technology implemented;

- The ability to manage multiple vendors (i.e., education, religion, commissary, email) via the electronic tablet.

The Department has produced ample information to support the requested one-year extension. The current FCC rates have been supported by advocates for the reduction of phone rates, such as the Campaign for Prison Phone Justice. Exercising the extension options will allow time for the FCC and D.C. Courts to resolve all pending appeals and allow time for the Department to solidify a new Inmate Telephone RFP. As has been requested in previous Inmate Telephone RFPs, of utmost importance is keeping the phone rates affordable.

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.

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 Amendment will be approved as to form by County Counsel prior to execution by the Sheriff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions 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. The RFP will be tailored to incorporate any final ruling by the FCC or D.C. Court.

CONCLUSION

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large initial "J" and "M".

JIM McDONNELL
Sheriff

Reviewed by,

A handwritten signature in black ink, appearing to read "Calvin C. Remington". The signature is written in a cursive style.

CALVIN C. REMINGTON
Interim Chief Probation Officer

JM:ARV:arv

Enclosures

**AMENDMENT NUMBER FIVE 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 Five (“Amendment”) to Agreement Number 77655 (“Agreement”) is entered into by and between County of Los Angeles (“County”) and Public Communications Services, Inc. (“Contractor”), effective upon execution by both parties.

- 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

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Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in 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, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at Sheriff's Department Custody and Detention Facilities; and
- L. WHEREAS, the Agreement currently expires on October 31, 2016; and
- M. WHEREAS, the County and Contractor agree to (1) amend the Agreement to exercise the first one-year Option Term from November 1, 2016 through October 31, 2017, and (2) add new County-mandated language regarding Contactor Alert Reporting Database (CARD).

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:

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PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to exercise the first one-year Option Term 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 two (2) additional one (1) year periods, and 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 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.
 - 7.4 Contractor shall notify 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 this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.
2. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
 3. 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 by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment to be duly executed on its behalf by its duly 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