

CONTRACT ROUTING SHEET

Date Prepared: 2/26/15

Need Date: 3/26/15

PROCESSING DEPARTMENT:

Department: Sheriff's Office
Dept. Contact: Tania Donnelly
Phone #: 621-6636
Department
Head Signature: Jon Durkin 3/9/15

CONTRACTOR:

Name: PCS
Address: 2609 Cameron Street
Mobile, AL 36607
Phone: _____

CONTRACTING DEPARTMENT: Sheriff

Service Requested: Inmate telephone management and Inmate phone revenue review and recovery agreements

Contract Term: 5/16/2013 - 5/15/2016 Contract Value: % revenue

Compliance with Human Resources requirements? Yes: _____ No: N/A
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: as to form see below Disapproved: _____ Date: 4/20/15 By: Judith A. Kur
Approved: _____ Disapproved: _____ Date: _____ By: _____

4/17 Preliminary review of latest version
4/20/15 See letter to J. Noren with comments and recommended changes

?? What is intent of parties re. [2003] Special Power of Attorney - why add sentence confirming status - no longer applicable? Why is this necessary?

4/21 Also see attached emails in response to TCF J. Noren

All recommendations that needed to be included. Others were not necessary and therefore not inserted. T.D. 4/27/15

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: X Disapproved: _____ Date: 4/21/15 By: Guy
Approved: _____ Disapproved: _____ Date: _____ By: _____

Sent insurance Certs to Procurement and Contracts for uploading into EBIX on 2/26/15

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



OFFICE OF COUNTY COUNSEL
INTER-DEPARTMENT MEMORANDUM

TO: Capt. Jackie Noren, EDS0
FROM: Judith M. Kerr, Principal Ass't. County Counsel *JMK*
DATE: April 20, 2015
RE: PCS Contract

I have had an opportunity to review the PCS contract and recommend that you consider the following changes and issues related to the agreement. While I understand that an inmate's access to telephones is controlled by the Sheriff, there are a few issues that may be of concern.

1. "Reasonable access to a telephone"

Courts have determined that "The facility administrator shall develop written policies and procedures which allow reasonable access to a telephone beyond those telephone calls which are required by Section 851.5 of the Penal Code."⁴ Comm'ns Workers of Am., Afl-Cio, 61 CPUC 2d 647 (Oct. 5, 1995) Non public utility providers of telephone services are regulated by the California Public Utilities Commission (CPUC) and the Federal Communications Commission (FCC). The CPUC regulates intrastate telecommunications .

I suggest that you add language to clarify that PCS will be responsible for compliance with all state and federal laws involving telecommunications requirements. PCS is responsible for billing inmates and others who are using inmate telephones and it is important that they adhere to laws related to telephone charges and notification/disclosure requirements in regard to charges.

2. Add language to the last recital on page one to state, "WHEREAS, PCS provides, among other services, Inmate Phone Service, and PCS represents that it has the necessary authority, skills and powers to enter into the Agreement and will provide services in compliance with all state and federal laws and regulations, including but not limited to laws and regulations under the jurisdiction of the California Public Utilities Commission (CPUC) and the Federal Communications Commission (FCC);

of the FCC and the CPUS; and will assume and retain liability for terms and conditions of the agreement when services are performed by subcontractors.

3. Change language in the Agreement as follows:
 - a. number all pages of the agreement;
 - b. page 1 section 1 B.: add the following language to the first sentence, “on condition that both PCS and any subcontractor agree to comply with all terms and conditions of the agreement. PCS also agrees to retain liability for services performed by subcontractors.”
 - c. Section 1.C : reference is made to “guidelines of PCS escalation procedures.” Add the following to that phrase, “that are attached and incorporated herein as Exhibit A”. “+++PC code section 4100-4144
 - d. Pg.2. Section 3. paragraph one: references to Interlata/Intrastate is mentioned twice. Clarify why or delete duplicate.
 - e. Page 2, last paragraph states in part. “In addition, Client shall recoup from PCS a portion of certain administrative and operations expenses...” this is vague and uncertain. Please clarify what this specifically means. Also add “by” after the word “authorized in the last sentence of the same paragraph and add “and disclose information about charges and rates to inmates and other users as required by law
 - f. Page 4 section 4: consider adding standard County termination without cause within 10 days provision.
 - g. Pg. 4 Insurance requirements: add the phrase and subcontractors of PCS after the word PCS throughout section 6.
 - h. Section 9.: add the words “and subcontractors” after the word “PCS”, throughout the section.
 - i. Section 12: add “until the provisions of section C. are made.” After the sentence explaining that each party will initially pay 50% of the arbitration fees.
 - j. Use a standard County indemnification, hold harmless and defense provision in regard to the inmate telephone services provided by PCS and any subcontractors.
 - k. Page 7.: also add that Venue will be in El Dorado County in section D .



Tania Donnelly <donnell@edso.org>

Fwd: GTL Contract - Final Copy for Signature

1 message

Jon DeVille <devillej@edso.org>
To: Tania Donnelly <donnell@edso.org>

Wed, May 20, 2015 at 8:42 AM

Here you go.

Jon DeVille
Chief Fiscal Officer
El Dorado County Sheriff's Office
530-621-5691
devillej@edso.org

----- Forwarded message -----

From: Jackie Noren <norenj@edso.org>
Date: Tue, May 19, 2015 at 9:34 AM
Subject: Fwd: GTL Contract - Final Copy for Signature
To: Jon DeVille <devillej@edso.org>

----- Forwarded message -----

From: Ann O'Boyle Day <ann.day@praeses.com>
Date: Mon, May 18, 2015 at 4:11 PM
Subject: GTL Contract - Final Copy for Signature
To: Jackie Noren <norenj@edso.org>

Capt. Noren,

Per our conversation, GTL has reviewed and accepted the recent changes to the contract as specified by County Counsel. Attached is a copy of the contract in Word, with tracked changes, for final confirmation by the Sheriff's Office. If County Counsel is satisfied that we incorporated all of the required items, GTL is prepared to signed the attached iPDF version.

If at all possible, please let me know tomorrow that we are good to proceed with signatures on the GTL side.

Many thanks!!

Ann O'Boyle Day

Director



Correctional Services Division
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Shreveport, LA 71101

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—
Capt. Jackie Noren
El Dorado County Sheriff's Office
Division Commander
(530)621-6588

2 attachments



EDSO and PCS Agreement _updated 05.11.15_clean.pdf
468K



EDSO and PCS Agreement _updated 05.11.15.docx
436K