

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING  
CONTRACT NO. 542145 AMENDMENT NO. 11**

Securus Technologies ("Contractor") and the County of San Diego ("County") enter into this amendment ("Amendment") to amend the above-referenced contract ("Contract") as described herein.

Title of Contract: Inmate Telephone Services

Amendment Effective Date: July 1, 2021

**Description of Contract Change(s):**

(For reference, additions are indicated by ***bold italicized underlined*** type and deletions are indicated by ~~strikethrough~~.)

**I. Contract Work:**

1.1. Effective July 1, 2021 all phone calls and video visitations will be provided to the inmates and consumers free of charge.

1.1.1. Revise Exhibit A – Statement of Work Background as follows:

Background: The County of San Diego, through the Sheriff's Department, requires an independent prime contractor to provide automated operator platform local telephone service, equipment, installation, and maintenance for inmate ***telephones, video visitation system, and kiosk system*** located throughout the County of San Diego detention facilities (Sheriff and Probation).

1.1.2. Phone Calls

1.1.2.1. Revise Exhibit A – Statement of Work, Section 4.0 Payment for Services, Section 4.1 as follows:  
4.1 ~~Revenue~~ Payment for telephone services shall be in accordance with ~~Exhibit C Pricing/Payment Schedule and the Pro-Forma Compensation section~~ ***the pricing listed below in 2. Compensation***

1.1.2.2. Revise Exhibit A – Statement of Work, Section 4.0 Payment for Services, Section 4.2 as follows:  
4.2 Contractor shall furnish County a monthly ~~revenue~~ statement that lists each charge for service separately. Contractor shall submit this ~~revenue~~ statement within 5 business days after the end of the month.

1.1.2.3. Delete Exhibit A – Statement of Work, Section 4.0 Contractor's Responsibilities, Section 7.2.7 (language below) and replace with "***Reserved***"  
~~7.2.7 Contractor shall absorb the costs of all fraudulent calls including but not limited to unbillable calls, uncollectible calls and any revenue shortage associated with these calls will not be used to reduce the payment to the County.~~

1.1.2.4. Delete Exhibit A – Statement of Work, Section 10. Requirements of the Inmate Telephone System, Section 10.11 (language below) and replace with "***Reserved***"

~~10.11 The system must provide a prepaid and debit calling option for inmates. The prepaid and debit system must allow for international calls and shall not require any assistance from a third party. All prepaid and debit calls shall be subject to the same call restrictions and control as the primary system. The Contractor shall propose in detail how the administration and operation of the prepaid and debit call system will be delivered to the called party and to the inmates. The Contractor prepaid and debit calling system will be through an interface with the Jail Information Management System (JIMS) and integrated with the Sheriff's Jail Stores (Commissary). (We have both systems in-house, so Contractor will not provide these systems. Interface shall function with current Tiburon JIMS and with possible future open architecture JIMS.) The prepaid and debit system may be an automated inmate account system, debit card or other system. The Contractor is solely responsible for handling all refunds and problems associated with the prepaid and debit calling options and shall provide a toll free number for inmates or inmate families to resolve any billing issues.~~

1.1.2.5. Revise Exhibit A – Statement of Work, Section 10. Requirements of the Inmate Telephone System, Section 10.12 as follows

10.12 ~~The system shall permit collect only, one-way outgoing, station to station calls billed to the called party, or charged to a debit system set up for inmate use for the purpose of placing phone calls through this system.~~

1.1.2.6. Revise Exhibit A – Statement of Work, Section 10. Requirements of the Inmate Telephone System, Section 10.18 as follows

10.18 Call Branding shall provide for a recorded greeting to the called party that indicates the call is a ~~collect, prepaid or debit~~ call from the Facility and is subject to recording and/or monitoring,

provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation shall be blocked until the called party accepts the call. The called party shall be informed of the cost of the call prior to accepting the call.

- 1.1.2.7. Delete on Exhibit A-2 AIS Phone and Trust Funding Statement of Work (which was amended into the contract per Amendment 4, Exhibit A-2), Section 1. Phone Account Creation & Funding (language below) and replace with "Reserved."

~~1. Phone Account Creation & Funding~~

- ~~1.1 Family and Friends can create a fund-a-phone account that will allow an inmate to make phone calls~~  
~~1.2 Friends and Family access AIS by calling a toll free number~~  
~~1.3 Deposits are made using an approved credit card~~  
~~1.4 Friends and Family may add funds to an inmate's phone account in any amount up to \$200. There is no minimum amount~~  
~~1.5 Each Inmate Phone Account is limited to one deposit per day~~  
~~1.6 Each phone account is limited to \$500 of deposits each calendar month~~  
~~1.7 Individual credit cards are limited to a maximum deposit of \$500 for each calendar month~~  
~~1.8 Securus will charge a flat convenience fee of \$6.95 per transaction~~  
~~1.9 Securus is responsible for all bad debt (Chargeback) costs, telecommunication transport costs, bandwidth, data center and all other costs of providing the program~~

1.1.3. Video Visitation System

- 1.1.3.1. Revise the sections (which was amended into the contract per Amendment 2, Exhibit A-1) as follows:

- 1.1.3.1.1. Section 1. **Locations.** Chart. Delete "Video Visitation Commission Percentage", Inmate Side Units, Visitor Side Units, Mobile Units, and Total Units columns, (see chart below)

Facility Name and Address	Types of Video Visitation	Video Visitation Commission Percentage	Payment Address	Inmate Side Units	Visitor Side Units	Mobile Units	Total Units
Facility 8 Detention Facility 446 Alta Road, Suite 5300 San Diego, CA 92158	Remote Paid	20% <del>±</del>	Same as above	4 Single Handsets	0 Dual Handsets	0	6
Women's Detention Facility 452 River View Parkway Santee, CA 92074	Remote Paid	20%	Same as above	34 Single Handsets	14 Dual Handsets	2	50

- 1.1.3.1.2. Section 2. **Terms.** Delete 2.5 (language below) and replace with "Reserved."  
~~2.5 A session fee of up to \$19.95 plus applicable taxes/fees/surcharges will apply to each paid remote Video Visitation session, and said fee will be subject to change when agreed upon by the County.~~

- 1.1.3.1.3. Section 2. **Terms.** Delete 2.6 (language below) and replace with "Reserved."  
~~2.6 If County wishes to offer free remote session(s) for any reason, a session fee of \$19.95, plus applicable taxes/fees/surcharges will be billed to the County.~~

- 1.1.3.1.4. Section 3. **Compensation.** Delete Section 3.1-3.5 (language listed below) and replace with "Reserved."

~~3.1 Securus shall pay the County a 20% commission for the completion of all paid remote Video Visitation sessions placed to County's Facilities, subject to the provisions elsewhere in this Amendment~~

~~3.2 Provider will pay 20% commission on video visitation revenues from a Facility for those months (and only those months) during which the Facility has achieved 1.5 remote paid visits per ADP or greater.~~

~~3.3 Provider shall remit the commission for a calendar month to County on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date").~~

~~3.4 Commissions are paid in one month arrears and are not subject to retroactive payments or adjustments for notice delays.~~

~~3.5 All commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date.~~

1.2. Effective July 1, 2021 phone services will no longer be provided to Probation. Securus shall remove all equipment from probation facilities by July 1, 2021.

1.2.1. Delete Probation in Exhibit A – Statement of Work including the following sections:

1.2.1.1. Background: The County of San Diego, through the Sheriff’s Department, requires an independent prime contractor to provide automated operator platform local telephone service, equipment, installation, and maintenance for inmate telephones, video visitation system, and kiosk system located throughout the County of San Diego detention facilities (Sheriff and Probation).

1.2.1.2. Section 2.4: There are twelve distinct detention facilities. These facilities, commonly called Sheriff’s jails or Probation camps, are spread throughout the county.

1.2.1.3. Section 6. Locations:

~~Camp Barrett~~

~~21077 Lyons Valley Road, Alpine, CA 91901~~

~~Number of Telephones—18~~

~~Camp Barrett is located in rural setting located in Lyons Valley. Camp Barrett has the capacity to provide 150 minimum security beds to male juveniles aged 16 to 24. Camp Barrett is a 24-hour, institutional setting for juvenile males that are wards of the court. The average daily population at Camp Barrett is 135 wards.~~

~~Juvenile Ranch Facility (JRF)~~

~~Rancho del Campo/Rayo, 957 Forrest Gate Road, Campo, CA 91902~~

~~Number of Telephones—27~~

~~JRF is located in a rural setting located in Campo, California approximately 50 miles east of downtown San Diego. JRF is also a minimum security, 24-hour institutional setting for juvenile males with an average daily population of 132 wards. JRF has the capacity to provide 250 minimum security beds for male juveniles ages 12 to 17. Currently three (3) of five (5) dorms are occupied.~~

~~Kearny Mesa Juvenile Detention Facility (KMJDF)~~

~~2801 Meadowlark Drive, San Diego, CA 92123~~

~~Number of Telephones—47~~

~~KMJDF is centrally located in Kearny Mesa and houses juveniles male and female, waiting court disposition. KMJDF is a secured 24-hour detention facility. The average daily population at KMJDF is 252 youths.~~

~~Girls Rehabilitation Facility (GRF)~~

~~2861 Meadowlark Drive, San Diego, CA 92123~~

~~Number of Telephones—5~~

~~GRF is located directly next to Kearny Mesa Juvenile Detention Facility in Kearny Mesa and is a minimum security, 24-hour detention facility. GRF houses juvenile females only and is considered placement. The average daily population at GRF is 41 girls.~~

~~East Mesa Juvenile Detention Facility (EMJDF)~~

~~446 Alta Road, San Diego, CA 92158~~

~~Number of Phones—60~~

~~EMJDF is located adjacent to the George Bailey Detention Facility in the Otay Mesa area of the County. The capacity of EMJDF is 390 beds for male juveniles waiting court disposition or placement in a Probation camp program, a residential treatment facility or a State facility. The average daily population at EMJDF is 248 male juveniles.~~

1.2.1.4. Section 17. Glossary of Terms

TERM	DEFINITION
Monthly Project Reports	<p>Monthly reports summarizing the operation and maintenance activities broken down by jail facility, court, and station. <del>Probation shall receive a separate report broken down by location.</del></p> <ol style="list-style-type: none"> <li>1. Financial data - calls completed, amounts billed, and commissions earned.</li> <li>2. Unauthorized call data – unauthorized calls detected.</li> <li>3. Maintenance data – maintenance performed, system outages, corrective action taken to resolve.</li> </ol> <p>Monthly reports shall cover the period from the first of the month</p>

	to the last day of the month and shall be due on the 5 <sup>th</sup> day of the following month.
Monthly System Management Reports	<p>Monthly reports provided by Contractor's Project Manager to the Sheriff's Inmate Services Unit shall be broken down by jail facility, court, and station. <del>A separate report broken down by location shall be provided to Probation Department.</del></p> <ol style="list-style-type: none"> <li>1. Financial date – call volume, total minutes, amount billed, and commissions earned.</li> <li>2. Maintenance activity – problems encountered, corrective action taken to resolve.</li> <li>3. Summary of complaints – received, corrective action taken to resolve.</li> <li>4. Summary of usage and non-usage by telephone.</li> </ol> <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 5<sup>th</sup> day of the following month.</p>

1.3. Effective July 1, 2021 Securus will no longer pay an Annual Revenue Guarantee (ARG) or any other compensation to the County.

1.3.1. Delete the following language (which was amended into the contract per Amendment 7) on the Signature Page

~~This is a revenue contract between the County of San Diego Sheriff's and Probation Departments and the Contractor, by which the Contractor will pay the Sheriff's Department after the effective day of this contract amendment, a sum of Two million seven hundred seventy two thousand two hundred ninety two dollars (\$2,772,292) as an annual revenue guarantee (ARG) amount plus eighty percent (80%) of any amount in excess of six million four hundred thousand dollars (\$6,400,000) contract year gross revenue. The amount of gross revenue over six million, four hundred thousand (\$6,400,000) subject to the 80% payment to the County will not include any revenue from interstate calls. Annual revenue guarantee shall be firm and fixed and subject to change ONLY with the approval of the County of San Diego.~~

~~ARG for the Sheriff's and Probation shall be paid in twelve monthly payments of Two hundred thirty one thousand twenty four dollars and 33 cents (\$231,024.33) each. The Contractor shall pay the County the full ARG amount of Two million seven hundred seventy two thousand two hundred ninety two dollars (\$2,772,292) over a twelve month period. Monthly payments to the County shall be within thirty (30) days following the previous months gross revenue received by the Contractor.~~

~~At the end of each twelve month contract period, the gross revenue shall be calculated. If the gross revenue for that twelve month period exceeds six million four hundred thousand (\$6,400,000), the County will receive eight percent (80%) of the amount that exceeds six million four hundred thousand (\$6,400,000) Contract year gross revenue. The amount of gross revenue over six million, four hundred thousand (\$6,400,000) subject to the 80% payment to the County will not include any revenue from interstate calls.~~

~~The Contractor shall pay the County the money due within 30 days of the end of the contract period. If any payments due under this section are not received by the County within the specified period of NET 30 days, County is entitled to recover interest thereon. Interest shall be at the rate of five per cent (5%) per annum or any portion thereof calculated from the date payment is due.~~

~~Contractor acknowledges that the services in this Agreement are being provided to penalogical custodial detention facilities and it may be necessary from time to time for the County to disable the functioning of certain telephones in order to preserve or restore order for the safety and security of all individuals in the facility. Such decisions shall be made in the sole and complete discretion of the Sheriff's Department personnel who shall endeavor to disable the least number of telephones for the minimum amount of time necessary.~~

1.4. Effective July 1, 2021 Securus will provide unlimited intrastate, interstate, and international calls on all phones. The County reserves the right to set call duration and frequency.

1.5. Effective July 1, 2021 Securus will provide unlimited video calls on all video terminals. The County reserves the right to set video visitation session duration and frequency.

1.5.1. Delete Section 2.4 (language below) and replace with "Reserved."

~~2.4 The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute sessions.~~

