



Contract Number

20-902

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
909-387-0640

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Securus Technologies, Inc.
David A. Abel, President & CEO
(503) 913-6118
10/1/2020 - 09/30/2028
Revenue Contract

4420005167

Briefly describe the general nature of the contract:

Revenue Contract with Securus Technologies, Inc. for the provision of inmate telephone services for the period of October 1, 2020 through September 30, 2028, through participation in the National Association of State Procurement Officials ValuePoint Master Agreement No. 99SWC-S26, between Securus Technologies, Inc. and the State of Nevada Department of Administration.

FOR COUNTY USE ONLY

Approved as to Legal Form

Richard D. Luczak, Deputy County Counsel

Date 8/6/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

John Ades, Captain

Date 8/7/2020

NASPO ValuePoint
PARTICIPATING ADDENDUM



**INMATE KIOSKS AND
COMMUNICATIONS**

Led by the State of Nevada

Master Agreement #: 99SWC-S26

Contractor: **SECURUS TECHNOLOGIES, LLC (F/K/A
SECURUS TECHNOLOGIES, INC.**

Participating Entity: **COUNTY OF SAN BERNARDINO, CALIFORNIA**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Inmate Kiosks and Communications contract led by the State of Nevada for use by state agencies and other entities located in the Participating State Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by the County of San Bernardino, California. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Securus Technologies, LLC
Address:	4000 International Parkway, Carrollton, TX 75007
Telephone:	972-277-0300
Fax:	972-277-0514
Email:	hbarthlow@securustechnologies.com

Participating Entity

Name:	County of San Bernardino and its included San Bernardino County Sheriff Department.
Address:	655 East Third Street, San Bernardino, CA 92415
Telephone:	(909) 387-3648
Fax:	(909) 387-3444
Email:	sheriffprocurement@sbcasd.org

**INMATE KIOSKS AND
COMMUNICATIONS**

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4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: County of San Bernardino, California	Contractor: Securus Technologies, LLC
Signature: 	Signature: 
Name: Curt Hagman	Name: David A. Abel
Title: Chairman, Board of Supervisors	Title: President & CEO
Date: SEP 15 2020	Date: 7/30/2020

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By



Deputy



**INMATE KIOSKS AND
COMMUNICATIONS**

Led by the State of Nevada

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***

**Statement of Work
County of San Bernardino Participating Addendum
NASPO Master Agreement #99SWC-S26
SAN BERNARDINO COUNTY (CA)
A003718**

This Statement of Work (“SOW”) is between the County of San Bernardino and its included San Bernardino County Sheriff Department (“SBCSD” or “Customer”) and Securus Technologies, LLC (“Provider”) and is made pursuant to the Participating Addendum entered into by Customer and Provider executed on _____, 2020 (the “Participating Addendum”). This SOW is effective as of the last date signed by either party (the “Effective Date”).

1. Term. The “Initial Term” will begin as of the Effective Date and will end on the date that is 96 months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this SOW will continue to apply for so long as Provider continues to provide the services after the expiration or earlier termination of this SOW.

2. Exclusivity. Provider will be the sole and exclusive provider of all products and services provided pursuant to the SOW at all existing and future correctional facilities under the authority of Customer and in lieu of any other third party providing such products and services, including, without limitation, Customer’s employees, agents, or subcontractors. Existing programs and future specialized programs that rely on similar technology or services are excluded from this provision. provided that this sentence will not apply to inmate voice communications services currently provided by Securus as of the Effective Date of the SOW.

3. Products and Services. Pursuant to the Participating Addendum, Provider will provide the products and services described herein during the Term of the SOW. All services in this SOW are included and described in greater detail in NASPO Master Agreement #99SWC-S26 (“NASPO Master Agreement”). Any services described in the documents referenced in the NASPO Master Agreement or Participating Addendum which are not specifically included in this SOW are not included.

INMATE PHONES

I. Inmate Phones – Implementation

- A. Provider will maintain the same amount of, or more, telephones that meet the description provided in Exhibit I - SBCSD Inmate Phone Jail Operations Overview.
- B. Provider will plan, finance with its own funding, and implement the integration and testing of all additional required equipment and software relative to the new Inmate Telephone System and related services, without impacting the normal daily operation of the existing Inmate Telephone System.
- C. If requested by Customer, Provider will provide training on the inmate telephone workstation features and usage for all workstations at the San Bernardino County Sheriff's Department Jail facilities. Provider will provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session.
- D. Provider will 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 will be subject to approval by a SBCSD Designee.
- E. Provider will provide an Implementation Team and Team Documentation including:
 - Team Member Names
 - Years of service
 - Qualifications
 - Address and phone number(s)
- F. Provider's staff and subcontractors will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, and will be required to submit lists of equipment and tools used in the facilities with all tools being subject to inspection.
- G. Provider will continue to provide services based on the currently existing processes and procedures.
- H. Provider will comply with all applicable Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

II. Inmate Phones – Rates, Taxes, and Fees

A. Provider will continue to provide and maintain the currently-deployed Inmate Telephone Services and Provider's Secure Call Platform for all Customer facilities at no cost to Customer.

B. Provider will charge the calling rates in the following chart:

<u>All Call Types Domestic*</u>	<u>All Call Types International*</u>
\$0.20 per minute	\$0.50 per minute

*Plus applicable taxes, fees, and the following features described in Footnote 1 of the Inmate Phones tab of Provider's NASPO cost proposal: Account Activator, Prepaid Collect Funding, Postpaid Collect – Direct Bill, Advance Connect Single Call, and Inmate Debit. In the event inmate debit functionality is deployed, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

C. Provider's ancillary service charges and other fees to consumers relating to the use of its inmate calling services are as follows:

Fees Vary by Account Types*	How Applied	Amount	Account Type
Payments via mail or online banking	Each payment	\$0.00 Always Free	Any payment to any Securus account
Automated Payment Fees	For automated payment by phone or website	\$3.00	For payments to prepaid (AdvanceConnect and Inmate Debit) and Direct Bill accounts
Live Agent Fee	For payment through a live agent	\$5.95	For payments to prepaid (AdvanceConnect and Inmate Debit) and Direct Bill accounts
Return Check Charge	Applies to any checks returned for insufficient funds.	Up to \$25.00, depending on state regulatory rules	For payments to prepaid (AdvanceConnect and Inmate Debit) and Direct Bill accounts

** Sales taxes, Universal Service fund fees, Telecommunications Relay Service (TRS) fees may also apply, based on local, state, and federal taxing authorities. Third-party money transfer fees may also apply, which are passed through to the end user.*

III. Inmate Phones – General Requirements

- A. Provider will be responsible for the billing and collection of all completed inmate Collect, Prepaid, and Debit calls in accordance with FCC and, if applicable, CPUC recorded and approved tariff rates.
- B. Provider will provide the capability for Collect, Prepaid, and Debit calls; with **all calls being of a maximum 20 minutes in duration.**
- C. Provider will have the capability to offer a one-time service, targeted to called parties who do not have a Prepaid or Debit account, or who may be blocked from receiving Collect calls. The call is connected by providing the receiving party with an alternative payment mechanism, if traditional Collect is not available or cannot be billed, allowing recipients of inmate Collect calls to pay for that call. When the call is placed, the called party will be prompted for credit card information and once received and validated, the call will be connected.
- D. Provider will have the capability to provide Personal Identification Numbers or Personal Authorization Numbers (PINS).
- E. At no charge to Customer, Provider will provide an Automated Information System (AIS) to allow inmates to check their charges, court dates, expected Adjusted Out Date (AOD), and pass through access to Prison Rape Elimination Act (PREA) incident reporting, WeTip and any other reporting type of entity required.
- F. Provider will provide a Voice Mail system for friends/family to leave up to a 45 second message for a commissionable fee. Inmate (I/M) may listen/review the message up to 3 times within a 60-day period. All recordings will be kept for the same periods as telephone calls identified in section “IV. L.”
- G. Provider will provide a Voice Mail system for inmates to leave a voicemail with friends/family. If an inmate’s call goes unanswered, the inmate may leave a voicemail. Provider will send a text message to the dialed number with a link to pay for and listen the message. Based on the actual duration of the call, Outbound Voicemail transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Outbound Voicemail calls are commissioned in the same manner as collect calls.

- H. Provider will have the capability to allow an Authorized Call List or Personal Allowed Number (PAN) list. This ability will be able to be set for groups of inmate and/or phones if needed.
- I. The San Bernardino County Sheriff's Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. Provider will not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- J. Provider will provide eight (8) System Administrative Consoles or Workstations at no charge to SBCSD. Each Workstation includes 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 will 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.
- K. Provider will be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Commissary Vendor) required to implement the Inmate Telephone System and associated services (i.e. PINs, Debit, etc.). Provider will be responsible for all costs of required interface(s) and software integrations including current and future Commissary and Jail Management software platforms and offer potential interfaces on a case by case basis.
- L. The Provider's end to end platform will be completely redundant, load balanced, and failover provisioned. Additionally, the vendor will provide detailed operational documentation with regard to the Provider's active Disaster Recovery Plan including all processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in this agreement preceding and/or following a natural or human-induced disaster.

IV. Inmate Phones – System Requirements

- A. The Provider's system shall allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access.
- B. The Provider's system will permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for inmate use for the purpose of placing phone calls through this system. The Inmate Telephone

System will provide for an automated operator telephone system and will be capable of providing services by Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). The Provider's automated operator Inmate Telephone System will also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

- C. The Provider's system will have Direct Bill capability.
- D. The Provider's platform application will be web based and compatible with the latest versions of Chrome and Firefox for end user accessibility. The application will be completely web based with nothing being installed on the local computer.
- E. The Provider's system will operate independently from SBCSD or Sheriff's Wide Area Network (WAN) and/or Local Area Network (LAN).
- F. Provider will provide Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.
- G. Provider's system will be capable of being monitored, recorded, and archived, with the exception of calls made to criminal defense attorneys, including the San Bernardino County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Provider into the Inmate Telephone System.
- H. Provider's system will block certain numbers on a system-wide basis and others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined by the Customer and downloaded by the Provider into the Inmate Telephone System during implementation. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the Inmate Telephone System.
- I. The Provider's system will employ sufficient security safeguards to preclude fraudulent use of the system. Such safeguards will include, but not be limited to, no incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.
- J. The Provider's system will be capable of blocking three-way calling, conference calling, and call forwarding. The system will have the capability of permitting the called party to block all future calls from the San Bernardino County Sheriff's Department jails. Calls cannot be blocked due

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- J. The Provider's system will be capable of blocking three-way calling, conference calling, and call forwarding. The system will have the capability of permitting the called party to block all future calls from the San Bernardino County Sheriff's Department jails. Calls cannot be blocked due

to a lack of LEC or CLEC billing agreements with the Provider. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.

- K. The Provider's system will flag, archive, and generate alert reports on unauthorized call attempts. The Provider's system will provide the ability to selectively monitor call activity in real time and initiate appropriate action as necessary. The system will be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.
- L. Provider's system will have the capability to record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call must be stored for retrieval for the life of the contract including any extensions to the agreement, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review.
- M. Provider's system will be capable of generating a variety of management reports and call detail reports. The system will be able to identify calls by time, location, specific telephone instrument, inmate PIN, or number called. The system will also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.
- N. Provider's system will have investigative tools available for call history detail, call monitoring without inmate or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities.
- O. Provider will be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to SBCSD's Project Manager and/or Designee. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation will be conducted during the off-peak hours of 10:00 pm to 06:00 am.
- P. Provider's System will be able to determine if mutual agreements exist that will allow for the collection of Collect Call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate will be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.

- Q. Provider's system will not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates will be required to hang up before dialing a new number.
- R. Provider's automated call instruction/announcements will be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.
- S. Provider's system will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the San Bernardino County Sheriff's Department 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 will be blocked until the called party accepts the call.
- T. The Provider's system will utilize positive call acceptance and active consent for all touch tone calls and will allow passive acceptance for rotary dial calls.
- U. The called party will be informed of the cost of the call prior to accepting the call, on all types of Collect calls.
- V. Provider will provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
- W. Provider will provide a multi-language enrollment phone. Phones used in the intake areas of the jails will have the hardware maintained by the Provider, but lines will be maintained by SBCSD.
- X. Provider will deploy continuous voice biometrics on every call attempt.
- Y. Provider's system call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer starts when positive acceptance of the call is made.
- Z. The Provider's system will provide for automated turn on and shut off at designated times and system shut off capabilities from designated Jail control rooms.
- AA. The Provider's system will allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the Inmate Telephone System.

V. Inmate Phones – Devices and Instruments

- A. Provider will deploy all inmate telephone instruments in rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone will 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 instruments will be suitable for indoor and outdoor installations, having a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments will be utilized for outgoing calls only and will not be capable of accepting coins or credit cards as payment.
- B. Provider's inmate telephone instruments will be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for corrections environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, will be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user. Telephone devices will be configured with a braided steel receiver cord twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 90 days of contract award. Cordless phones will have an on/off hook switch. All telephone instruments must be water resistant and fireproof, with key-locked mountings to the wall. All other equipment including outdoor installations must meet SBCSD safety and security standards
- C. Provider will deploy top cord mounted telephone instrument(s) throughout all intake areas.
- D. Provider agrees inmate telephone instruments will have touch-tone keypads.
- E. The Provider's automated operator Inmate Telephone System will be integrated with Purple Communication Video Relay Service and designed for use by the hearing impaired; at the no expense to SBCSD. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), using Video Relay Services (VRS) provided by Purple Communications. 47 Video Relay Units (VRU) will be provided to cover all Type 1 and Type 2 jails and will have multiple use functions, like Video Visitation since the frequency is limited on VRS calls. VRS calls will be recorded and viewable from any Inmate Telephone System workstation or Customer designated workstation. As agreed by the parties, Provider will deploy additional VRU if necessary

and additional services and applications which can be accessed through the VRUs.

- F. Provider will deploy amplified handsets in all areas. Those telephones will be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.
- G. The Provider's system will have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments will 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 will not have any coin return slots.
- H. Provider will provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to SBCSD. Provider will complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by SBCSD. SBCSD reserves the right to pre-approve mounting and installation.
- I. Provider's Inmate Telephone instruments must be line powered such that, the phone does not require separate electrical power at the device. Telephone instruments will be specifically designed for use in a correctional environment and must be approved by San Bernardino County Sheriff's Department before installation. Converted coin phones will not be accepted.

VI. Inmate Phones – Maintenance and Repairs

- A. The Provider's equipment installed at the Jail will remain the sole and exclusive property of the Provider, excluding items that become the property of SBCSD pursuant to this Agreement. SBCSD will not be responsible for any damage to equipment.
- B. Provider will provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- C. The Provider is responsible for all maintenance and repairs to inmate telephones and the Inmate Telephone System. A single point of contact with the Provider, via a toll-free telephone number and an e-mail address, must be established by the Provider for reporting all inmate telephone problems. This toll-free maintenance/repair telephone number, answered by a live

operator, will be available for reporting inmate telephone problems twenty-four (24) hours per day, every day of the year.

- D. Provider will provide three (3) dedicated, full-time, onsite Technicians/Site Administrators who have been fully trained, manufacturer-certified, and/or qualified on the equipment and software to be serviced. The Technicians/Site Administrators will be paid at California prevailing wages (See Exhibit IV), and the Provider will provide the option of a) Directly hiring them as full-time employees of the Provider; or b) Subcontracting with a Department approved, California-based 3rd party support services staffing company. Third party representatives must be able to pass, to the satisfaction of the Customer, any security or background check required by the Customer. The Department reserves the right to interview and approve the selection of the three (3) dedicated, full-time, on-site technicians/site administrator and/or the staffing company.
- E. The Provider may contract with the current California based third party support services staffing company who currently provide repair and service maintenance in the San Bernardino County Jails. The three current technicians have all successfully passed background checks and have 8 years combined experience servicing inmate phones in the San Bernardino County Sheriff Department Jail Facilities. Provider may utilize other third-party support services staffing companies upon the written approval of Customer. Third party representatives must be able to pass, to the satisfaction of the Customer, any security or background check required by the Customer.
- F. Provider will provide and maintain an inventory of spare parts and spare parts kits at specified SBCSD facilities, readily available for repairs and maintenance of the system. Provider will provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.
- G. Provider will develop procedures and schedules to conduct monthly Preventive Maintenance on Inmate Telephone System (ITS) and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. Provider will 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 Preventive Maintenance.
- H. Provider will be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), the internet service provider (ISP) or the Provider's equipment. When the Provider determines the agency responsible for failure, then Provider will contact the agency responsible for failure and jointly resolve the failure

at no cost to SBCSD. If the failure is determined to be the fault of the Provider's equipment, hardware, software or wiring, Provider will correct the problem at no cost to SBCSD

- I. Provider will notify the San Bernardino County Sheriff's Department at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- J. Provider will adhere to and comply with Exhibit III - Service Level Agreement.

VII. Inmate Phones – Review and Training Schedule

- A. Provider will offer annual training on Inmate Telephone Services and any associated service offering.
- B. Provider will provide training on Inmate Telephone Service upgrades or any component thereof.
- C. The Provider will actively engage and participate in regular Bi-Annual Operations Review Meetings.
- D. The Provider will actively engage in and participate in an annual review of the Contract's performance.
- E. The Provider's Senior Account Management Team will, within thirty (30) calendar days following the end of the Agreement year, meet with SBCSD and SBCSD Designee(s) (if applicable), 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. This will also include a Contract Review for the preceding year.

VIII. Inmate Phones – Management Reporting

- A. Project Status Reports: Upon request for applicable projects, Provider will prepare and submit Project Status Reports during the System Integration Period to SBCSD. Provider will submit such reports to SBCSD and County Designee 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 will, 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 showing finished and unfinished work.
 - e. Updates to the Project Control Document;
 - f. Project risks identified through the quality assurance process; and
 - g. Any other information that SBCSD may reasonably require.
- B. Monthly Project Reports: Upon request and as mutually agreed, Provider may be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports will include, but not be limited to, the following:
- a. Call Detail Reports
 - b. List of Telephones: The report will include, but not be limited to, information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report will be updated monthly. Total down time for each phone will also be included. These reports will be available to all Workstations.
 - c. Total Calls Completed and Billed Report: Report will be in summary format by facility and telephone number. Reports will include the total number of calls, total minutes, amount billed, and will be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intralata, Interlata, Interstate, and International calls.
 - d. Total Calls Not Completed Report: Report will be in summary format, and will include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value
 - e. Commissions Report: This report will contain the annual or monthly historical contemporary MAG payment and Commissions information.
 - f. Summary of Any Unauthorized Inmate Call Activity Detected Report: Report will be in summary format by facility. It will contain any

information available to support the subsequent investigation of such activities.

- g. Summary of System Outages and/or Maintenance Performed Report: Report will be in summary format by facility and will contain a brief problem description and corrective action taken to resolve the problem. The report will also include the date and time and who notified SBCSD or County Designee.
 - h. Telephone Inspection and Maintenance Log: This report will be submitted to SBCSD and SBCSD Designee on a quarterly basis or as required by SBCSD.
 - i. The Provider's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of SBCSD or SBCSD Designee.
 - j. Provide a continually updated report of those accounts blocked from receiving deposits via credit card due to fraudulent/unauthorized credit card charges. Report will reference the charge on the line of the chargeback for identification purposes.
- C. Year-End Summary Reports: Upon request and as mutually agreed, Provider may submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Provider's automated operator ITS. The reports will minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and will also include an aggregate total of each of these values. The reports will also indicate the MAG and Commissions, uncollectibles, recovered uncollectibles, and including any accounts receivables sold during the year.
- D. Upon request and as mutually agreed, Provider will submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to SBCSD Project Manager and to SBCSD Designee. The Provider's written reports will utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.
- E. The Provider's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.

- F. The Provider'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.
- G. Provider agree there will be a Late Penalty of \$100.00 per day for reports received late, unless prior approval for late delivery by potential Contractor has been granted by SBCSD Project Manager.
- H. Upon County's request County's Project Manager or SBCSD Designee and potential Provider's Account Manager will meet on reasonable notice to discuss potential Provider's performance and progress under this Contract. If requested, potential Provider's Account Manager and other personnel will attend all meetings. Provider will provide such information that is requested by SBCSD for the purpose of monitoring progress under this contract.

IX. Inmate Phones – Audit

- A. SBCSD's duly authorized representative or SBCSD Designee will have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify potential Provider's charges and/or payments to Customer hereunder. Provider agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Provider's services hereunder County reserves the right to audit and verify potential Provider's records before final payment is made.
- B. SBCSD's representatives will have the right to reproduce any of the aforesaid documents. Should the Provider cease to exist as a legal entity, the Provider's records pertaining to this Contract will be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to SBCSD's Project Manager.

X. Inmate Phones – Inmate Phone Management Reporting and Leave Behind Solution

- A. Provider agrees that all Contract data including but not limited to all the following types is under the expressed ownership of the San Bernardino County Sheriff's Dept, provided that Provider will retain ownership of all Contract data that it retains ownership for pursuant to applicable law, regulation, and contract and end user terms:
 - All Analytical Data derived from the usage means of this agreement;
 - All Call derived data;

- All Biometric derived data;
 - All Inmate Data including but not limited to purchase history, calling patterns, and any all meta data derived from inmate system usage; and
 - End User and Customer's Staff derived data including but not limited to any and all browser usage and meta data.
- B. Provider will not under any circumstance or situation reference, release, extrapolate, share, or any other use case, Contract data. Provider will not access the data constructed under the confines of this scope of work and agreement except as may be required to administer the services described in this Agreement. SBCSD reserves all data usage rights for duration of this agreement in which all data will be transferred to the Customer in accordance with the leave behind solution.
- C. Provider will immediately notify SBCSD upon any infringement event of access with a detailed description of the incident including timestamps, all involved parties, and infringement method. Provider will not knowingly allow access to SBCSD calls and data, without first giving Customer immediate notice of the request.
- D. The Provider will provide a leave-behind solution ("LBS") at the end of the contract term containing the data described in Section X(A), to the extent allowable by applicable law, regulation, contract, and industry standard practice. The LBS will provided to SBCSD by the Provider on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to SBCSD within fifteen (15) days following the expiration and/or cancellation of the Agreement. Provider will accept SBCSD's reasonable decision whether the solution provided is acceptable. The LBS will be easily accessible for seven (7) years after contract end date, and at San Bernardino County's option, the LBS must be located in a Customer-designated location or cloud service provider. The LBS will include all Customer data and calls and will allow Customer access to all call data inclusive of, but not limited to, call recordings, call detail records, visitation recordings and session detail records to a designated S3 storage target at SBCSD's discretion.

XI. Inmate Phones – Call Monitoring and Recording System

- A. Provider's Inmate Telephone Services and Secure Call Platform will record every call including visitation made on the system and will store all recorded calls for the life of the contract including any extensions to the agreement. Provider's Inmate Telephone Services and Secure Call Platform will generate a unique authentication hash value for each call showing non-tampering.

- B. Provider's Inmate Telephone Services and Secure Call Platform will have the functionality to disconnect any call being monitored, and a secure monitoring platform for remote call monitoring.
- C. Provider's Inmate Telephone Services and Secure Call Platform will provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.
- D. Provider's Inmate Telephone Services and Secure Call Platform will have the functionality to not record and/or monitor predetermined telephone numbers and identify the calls as "DO NOT RECORD".
- E. Provider's Inmate Telephone Services and Secure Call Platform will incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- F. Provider's Inmate Telephone Services and Secure Call Platform will have the capability, on demand, to store recordings to removal PC based storage media including but not limited to hard drives and flash drives.
- G. Provider's Inmate Telephone Services and Secure Call Platform will include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
- H. Provider's Inmate Telephone Services and Secure Call Platform will have the ability to remove or silence either party of a call to distinguish between the speaking parties.
- I. Provider's Inmate Telephone Services and Secure Call Platform will be configured/networked such that all recorded calls may be accessed from any workstation. The system must be configured for both public and private secured networks.
- J. Provider's Inmate Telephone Services and Secure Call Platform will have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by SBCSD's staff.
- K. Provider's Inmate Telephone Services and Secure Call Platform will have the functionality of reverse lookup of phone numbers called to provide call detail.
- L. Provider's Inmate Telephone Services and Secure Call Platform will be fully supported by remote maintenance including remote polling capabilities and

system self-diagnostic to create “trouble tickets” when a system problem is discovered.

M. Provider’s Inmate Telephone Services and Secure Call Platform will be capable of automatically transcribing flagged calls using “key word search”.

N. Provider’s Inmate Telephone Services and Secure Call Platform will have the ability to monitor the visitation telephones on all visiting stations at all San Bernardino County Sheriff’s Department Jail facilities.

XII. Inmate Phones – Standard Investigative Tools

Provider will provide the Investigative Tools selected by Customer in the table below:

<u>Investigative Tool</u>	<u>Description</u>
Voice Biometrics (Investigator Pro)	Call Voice Biometrics is a feature that will identify all inmates on a phone call using voice biometric technology.
THREADS with SCP	Analytical software integrated into SCP - with automatic upload and analysis of calling records, trust account funding data along with easy import of retrieved contraband cell phone data - plus much more.
ICER	Identifies inmate-to-inmate communications wherever and whenever they happen. Automatic detection and reporting of conversations between inmates within a facility or between facilities when inmates are calling same or different numbers.
Cell Phone Call Indication	Cell Phone Call Indication is a feature of SCP that identifies - in the call detail record - a call made to a cell phone by providing the user a wireless icon indicating call to cell phone.

Guarded Exchange Monitoring Services	Provider will monitor up to 2,500 calls monthly, which can be used for targeted request monitoring or Guarded Exchange call algorithm call monitoring.
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The cost of the selected investigative tools was considered and included in setting the rates and other compensation provided for under this SOW.

XIII. Inmate Phones – Corrections Solutions

Provider will provide the Corrections Solutions selected by Customer in the table below:

<u>Corrections Solution</u>	<u>Description</u>
Automated Information Services (AIS) ¹	Automated Interactive Voice Response (IVR) system for auto answer of routine questions, with optional voicemail and trust and/or account funding.
Video Relay Service (VRS)	Deployment of 43 corrections grade video relay kiosks that are integrated with SCP, allowing for the same call controls (PIN's/PAN's and other security features) as an inmate phone call and integrated with the SCP's recording and monitoring system.

The cost of the selected corrections solutions was considered and included in setting the rates and other compensation provided for under this SOW.

XIV. Compensation

- A. **Commission**. Provider will pay a fixed monthly commission of \$291,666.67 per month to Customer. Accordingly, Provider will guarantee a minimum total annual compensation of \$3,500,000 (calculated as a minimum monthly guaranteed compensation of \$291,666.67) ("MAG") in connection with the applications provided by this SOW. At the end of an applicable yearly period, Provider will review whether the County would have received greater compensation via the MAG or via the Percentage Based Commission calculated as follows: an 81% commission (the "Percentage Based Commission") based on the Gross Revenues earned through the completion

¹ Standard fees will apply for optional funding and voicemail.

of calls placed from Customer's facilities. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s). Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. Any promotional program must first be approved by the Customer in its sole discretion. In the event Customer would have received greater commission via the Percentage Based Commission calculation, Provider will provide Customer with a true up payment representing the difference between the MAG and the Percentage Based Commission calculation. If federal, state, or local laws or regulatory requirements are amended in such a way which materially alters the economics of the industry, the parties will negotiate in good faith regarding adjustments to the compensation provided herein.

- B. Payment Logistics. Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address or mechanics. Customer acknowledges and agrees that Provider is paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. Provider will invoice Customer on a monthly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.
- C. Technology Grants. Provider will provide Customer with a series of Technology Grants as follows during the Initial Term of this SOW, which will be paid as follows:



<u>Payment Date</u>	<u>Amount</u>
Within 30 days of the Effective Date	\$300,000
June 30, 2021 (or within 10 days thereof) and then annually thereafter through June 30, 2027	\$300,000
June 30, 2028 (or within 10 days thereof)	\$822 times the number of days between June 30, 2028 and the end date of the Initial Term.

- D. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in this SOW, at Customer's option, Customer may request that compensation and rates under the SOW

be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the SOW. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

- E. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any applicable State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- H. Provider agrees that if any payments due as scheduled per this agreement are not received by SBCSD within the period specified in this Section XIV, SBCSD is entitled to recover interest thereon. Said interest will be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day per year) calculated from the date payment is due.

EXECUTED as of the Effective Date.

<u>CUSTOMER:</u> County of San Bernardino, California By:  Name: <u>Curt Hagman</u>	<u>PROVIDER:</u> Securus Technologies, LLC By:  Name: <u>Dave Abel</u>
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Title: <u>Chairman,</u> <u>Board of Supervisors</u> Date: <u>SEP 15 2020</u>	Title: <u>President & Chief Executive Officer</u> Date: <u>8/6/2020</u>
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Please return signed contract to:

4000 International Parkway
 Carrollton, Texas 75007
 Attention: Contracts Administrator
 Phone: (972) 277-0300



Exhibit I – SBCSD Inmate Phone Jail Operations Overview

The San Bernardino County Sheriff's Department (SBCSD) has detention facilities located throughout San Bernardino County. SBCSD's facilities currently operate **955** inmate telephones and **12** TDD telephones; servicing an average daily inmate population of 6,000.

The standard inmate phone hours within the Sheriff's Department facilities are 05:00 AM to 10:00 PM daily, with some variation at the facility's discretion.

The current number of inmate-accessible phones are listed by location below:

LOCATION	Number of Inmate Telephones	Number of VRS/VRU
West Valley Detention Center	482	18
Glen Helen Rehabilitation Center	114	13
Central Detention Center	139	2
High Desert Detention Center	189	10
Barstow Station Jail	15	1
Big Bear Station Jail	5	1
Morongo Basin Station Jail	7	1
Colorado River Station Jail	4	1
Total	955	47

Inmate detainees are generally allowed to make phone calls without restriction.

Phone calls are either Collect, Prepaid, or Debit calls. Inmate Telephone Services and all inmate telephones are currently provided by Securus.

Exhibit II – New or Upgraded SBCSD Inmate Phone Implementation Acceptance Criteria

System integration and acceptance criteria is as follows:

- All Inmate phones and provider services tested and verified as fully operational, without deficiencies, and written acceptance by the concerned County Project Manager.
- All SBCSD Facility Coordinator Users Testing and Training is successfully completed
- All Inmate phone implementation plans including artifacts will be reviewed and approved by the SBCSD Project Manager, in order to minimize impacts to normal operations.

Exhibit III – Service Level Agreement

I. Definition of Service Level Agreement

The Service Level Agreement (SLA) is an agreement between the Customer and the Provider to provide a service at a performance level that meets or exceeds the specified performance objective(s). This SLA lays out the metrics by which that service is measured, and the remedies, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Provider is required to issue specified credits to compensate the Customer for its approximate damages.

The Inmate Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to Customer operations, and the Provider shall comply with those KPIs. For each KPI, the Provider is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the Customer. Performance is aggregate-based, meaning that the performance is to be measured at the SHERIFF hierarchy level (of the SHERIFF's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Inmate Telephone System, tested and accepted by the County	30 Business Days from installation start date
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
<i>Management Reports:</i>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the County Project Manager and to the County Designee	<ul style="list-style-type: none"> Written reports are due no later than 5:00 p.m. (PST) on the 30th business day of the month reporting on ITS for the prior month.
		Year-End Summary Reports are due no later than 5:00 pm, on the fifth (30th) day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

III. Implementation & Installation

Provider shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the Customer. Time is of the essence in providing a fully functional Inmate Telephone System, and the Provider is required to provide a fully functional system tested and accepted by the Customer.

IV. Late Management Reports

There will be an amount of \$100.00 per day for reports received late, unless prior approval for late delivery by Provider has been granted by the Customer Project Manager.

V. System Problems, Outages, and Other Deficiencies

System problems, outages and other deficiencies includes service unavailability during any period of time that it experiences a Service Outage, or other service- affecting Problem or Deficiency. Upon Customer's or Customer-authorized Agent's request, Provider will issue credits for each Service Outage, Problem, or Deficiency. Provider shall pay the Customer the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Provider's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and email. Provider shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Customer and the Provider's on-site technical staff in resolving System Outages, Problems, and other Deficiencies. Customer will assign one of the following "Severity Levels." Provider shall respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	CRITICAL (Includes but not limited to): a. 25% or more of a single Housing unit's (Module/ Dorm /	≤ 6 hours	No Credit
		Between 6 hours and 12	\$75 per hour that component

	<p>Pod) telephones are out of service</p> <p>b. Multiple housing units are not in operation</p> <p>c. Multiple inmate phones are not operational</p> <p>d. Intake phones are not operational</p> <p>e. 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</p> <p>f. 25% or more of calls are dropped in a 24-hour period</p> <p>g. Complete system failure</p> <p>Response time, technician on site, and completion of repairs and Deficiency resolution to Customer's satisfaction is made within <u>6 hours</u> of initial notification of Customer or Customer's Agent by Provider, or from Customer's or Customer Agent's initial service request to Provider.</p>	<p>hours</p> <hr/> <p>Between 12 hours and 24 hours</p> <hr/> <p>> 24 hours</p>	<p>of ITS is deficient</p> <hr/> <p>\$100 per hour that component of ITS is deficient</p> <hr/> <p>\$150 per hour that component of ITS is deficient</p>
Priority Level Two	SEVERE (Includes but not limited to):		
	<ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period 	<p>≤ 24 hours</p> <hr/> <p>> 24 hours</p>	<p>No Credit</p> <hr/> <p>\$100 per hour that component of ITS is</p>

	<p>experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</p> <ul style="list-style-type: none"> • More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone being out of service • One entire housing unit that is not in operation or one inmate phone not operational <p>Response time, completion of repairs, and Deficiency resolution to Customer's satisfaction is made within <u>24 hours</u> of initial notification of Customer or Customer's Agent by Provider, or from Customer's or Customer Agent's initial service request to Provider.</p>		deficient
Priority Level Three	MINOR (Includes but not limited to):		
	<ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p>Response time, completion of repairs, and Deficiency resolution to Customer's satisfaction is made</p>	<p>≤ 2 days</p> <p>-----</p> <p>> 2 days</p>	<p>No Credit</p> <p>-----</p> <p>\$75 per day that component of ITS is deficient</p>

	within 2 business days of initial notification of Customer or Customer's Agent by Provider, or from Customer's or Customer Agent's initial service request to Provider.		
Priority Level Four	COSMETIC (Includes but not limited to):		
	<p>A telephone is damaged but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Customer's satisfaction is made within three months from initial notification of Customer or Customer's Agent by Provider, or from Customer's or Customer Agent's initial service request to Provider.</p>	<p>≤ 10 days</p> <p>-----</p> <p>> 10 days</p>	<p>No Credit</p> <p>-----</p> <p>\$75 per day that component of ITS is deficient or damaged phones are not replaced</p>

IV. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone System problem, network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the Customer or Customer- authorized Agent, or Provider, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 - Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	3% of Monthly Revenue Commissions*
	6	5% of Monthly Revenue Commissions*
	>6	Option to open contract for discussion, up to and including termination of contract without penalty
Priority Level Two	3	1% of Monthly Revenue Commissions*
	6	2% of Monthly Revenue Commissions*
	9	3% of Monthly Revenue Commissions*
	12	5% of Monthly Revenue Commissions*
	>12	Option to open contract for discussion, up to and including termination of contract without penalty
Priority Levels Three & Four	NIA	NIA

*30-day period that chronic deficiencies occurred

EXHIBIT IV

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom

the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the

unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also

apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification

(i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A

- Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the

specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.