

Functions (features) that County personnel may request by faxing to our business office are:

- o Additional numbers that may be called 'free' by inmates
- o Called Number Blockage
- o Curfew Hour Phone Control
- o Call Duration Control

These features are all provided by the ICCU today. As the system is enhanced, new features will be made available to you. Other features that are in place today are:

- o Fraud Protection - The ICCU protects against fraud by reducing an inmate's ability to bypass systems. It also limits their ability to reach accomplices who could help them in fraudulent activities.
- o Automated Trouble Reporting - Pacific Bell's ICCU makes trouble reporting automatic. We constantly monitor the phones for you, and deal with problems when they occur - many times before you even know the problem exists. So you save time and trouble, and your inmates don't hassle you with complaints about out-of-order phones. And, because a 'down' phone is a phone that isn't generating revenue, this feature can help keep you from losing commissions.

Section V

Current tariff regulations require that Pacific Bell offer for sale Intrabuilding Network Cable (INC); regulations will no longer require INC for transmission of data or voice services when a customer selects to use their own Customer Provided Equipment.

As of August 8, 1993, the Demarcation Point indicating where Pacific Bell's network facilities end on a customer's property will be designated at the Minimum Point of Entry (MPOE). The MPOE will usually be located in the basement or on the first floor of a building. When there are multiple buildings located on a continuous piece of property the MPOE may be in one, some, or all of the buildings.

Typically, all cable beyond the MPOE will be considered INC. The property owner will be responsible for the administration, engineering, installation, and maintenance of INC.

Exceptions are: E-911 Services
 Public, Semi-Public Coin Phones
 Non-Modular Disabled Services

Pacific Bell will continue to provide for these services under existing tariffs and regulations; the new regulations will not apply.

Pacific Bell will also continue providing personalized wire and cable plans, installation, and maintenance services for clients after August 8, 1993.

SPACE USE AGREEMENT FOR PUBLIC TELEPHONES

THIS AGREEMENT is entered into by and between Santa Clara County Department of Corrections Inmate Welfare Fund at 180 W. Hedding Street, San Jose ("County") and PACIFIC BELL, 39 Beta Court, San Ramon, California 94583 ("Pacific"), for the purpose of establishing the terms and conditions under which Pacific may place additional public telephones or retain its existing public telephones on Owner's premises. The Agreement is as follows:

Whereas, the County is desirous of increasing revenues to the Inmate Welfare Fund (IWF) for the purpose of providing programs and athletic equipment, etc. to the inmates of the Department of Correction (DOC) and

Whereas, Pacific has successfully completed the bidding process to provide inmate telephone services and selected coin operated telephone service to the County;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

1. General:

This Agreement establishes the exclusive right of Pacific to maintain approximately three hundred forty (340) inmate public telephones (non-coin operated "NCOIS") located at the Elmwood Correctional Facility (Men's and Women's facility, minimum 300 phones), the Womens' Residential Center (WRC- 6 one way coin) and North County Jail (NCJ-3 NCOTS). The facilities are listed below:

Elmwood Correctional Facility

701 S. Abel
Milpitas Ca

Elmwood Correctional
Facility for Women
701 S Abel
Milpitas Ca

North County Jail
270 Grant Street
Palo Alto, California 94306

Womens' Residential Center
245 George Street
San Jose, Ca 95110

The County hereby grants to Pacific the sole and exclusive right to retain NCOIS on the aforementioned property.

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The County further agrees to provide an adequate space for the NCOTS which is easily accessible to the inmates.

The County further agrees to release to Pacific all rights and privileges in connection with NCOTS and pay telephone management at the aforementioned addresses, which shall include, but not be limited to any other activities with regard to management and operation of the NCOTS located at the above addresses.

2. Both Pacific and County agree:
 - 2a. That this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns;
 - 2b. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable;
 - 2c. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.
3. **TERM OF AGREEMENT.** This Agreement shall be in effect for an initial term of five (5) years (60 months) commencing on November 1, 1992, and continuing to and including November 1, 1997. At the end of this initial term, this Agreement shall be automatically extended for an additional period of two years (24 months) unless either party notifies the other, in writing, of its intent not to extend this Agreement. Pacific shall advise the County of the commission rate for the extended two year period six months prior to the expiration of the initial term.
4. **RIGHT TO USE SPACE.** County hereby confirms and agrees that Pacific may retain its public telephones at the locations where they are presently situated, and County agrees to allow Pacific to install such additional public telephones on County premises as Pacific and

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County may agree upon from time to time. All terms of this Agreement shall apply to any additional public telephones. All public telephone equipment shall remain the property of Pacific. County represents to Pacific that it has the authority to enter into this Agreement and that execution of this Agreement will not place County in breach of any pre-existing contracts County may have with respect to pay phone service on its premises.

5. **COMPENSATION SCHEDULE.** For so long as County complies with the terms and conditions set forth in this Agreement, Pacific will pay to County, for each of Pacific's public telephones located on County's premises, the compensation described in Exhibit A, attached hereto and made part hereof.

The County has agreed to accept Pacific's offer of annual payments of estimated commission plus signing bonus. This first payment is due 14 business days after this Agreement has been fully executed by the parties. If revenues are such that actual commissions earned are less than, or more than, such annual payment, Pacific will make an adjustment (true up) in the payment made the following year. Annual payments in years 2-5, of the term of this Agreement and any adjustments will be made on the anniversary of the date that Pacific signs this Agreement.

If this Agreement is signed before November 30, 1992, Pacific agrees to pay commission for November retroactive to November 1, 1992.

Pacific agrees to send all commission checks to the following address, and payable to Santa Clara County Inmate Welfare Fund;

Santa Clara County Department of Correction
Accounting Division
180 W Hedding Street
San Jose, Ca 95110

6. **SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

The list below represents features available, and to be provided by Pacific at no cost to the County, nor decrease in commissions.

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- 6a. Sufficient protection provided for voltage surges and spikes that normally disable computer equipment.
- 6b. System must guard against call record loss even when the normal battery back up fail.
- 6c. All inmates' phones are to be line powered, no AC voltage to cell phones.
- 6d. Manual control switches shall be provided for each phone in the system that will shut down the phone at any time.
- 6e. Call validation, (on-line and or post call validation)
- 6f. Programmed call duration limits to dictate the maximum amount of time an inmate can talk. The system automatically terminates a call after the expiration of the specified time limit, after a prompt warning that time limit is imminent. (Elmwood facilities)
- 6g. Must prevent incoming calls
- 6h. System allows specific, diverted local calls, "free" to the inmates, to the Public Defender's office and other County locations as requested by County without affecting the commissions. (Cost of diverter lines is a tarified item)
- 6i. Automated operator system gives prompts in both English and Spanish. Automated Spanish speech recognition will be available in next month or so.
- 6j. The called party can be able to accept or reject a call from a rotary dial or pulse dial telephone.
- 6k. The system can block out all 800 or 900 numbers, 976 and 911 exchanges. Blocking requests are taken Monday through Friday 8am to 5pm with a reasonable amount of time to be given for large blocking groups.
- 6l. The system can deny access to automated attendants of other systems or phones, including coin operated telephones and answering machines.

In addition to the features listed above, Pacific Bell also agrees to:

Provide, on a daily basis (Monday thru Friday), a technician to install and maintain inmate telephones. Once work is completed, the technician will leave the facility for other assignments but will be on call during regular working hours. After 60 days this maintenance plan will be reviewed by Pacific and County. The purpose of the review will be to evaluate the effectiveness of the maintenance plan and make any appropriate changes. Additional technicians will be provided should the situation require.

Should the County require repairs on the weekend, facility staff will call 611 and arrange a time for a technician to come out. If the time offered is not satisfactory, the request may be escalated by asking to speak with the Pacific Bell Duty Supervisor. The Duty Supervisor will return your call within an hour.

Technicians must complete the security clearance requirements as listed in Attachment II.

The technician will ensure that all inmate phones are operating properly and will respond to complaints regarding inmate phones and will make appropriate repairs.

Pacific will install one vendor owned facsimile machine. This machine will be installed and maintained at the Elmwood men's facility. The County will be responsible for the phone bill associated with the machine.

Pacific shall bear the responsibility for any fraudulent calls.

Installation, cabling and Equipment:

Pacific agrees to provide any additional equipment and cabling required as a result of the installation of additional inmate telephones to the facilities named in this Agreement. County will provide the necessary paths required, subject to applicable tariffs. Pacific's current tariff permits Pacific to sell building and property owners ("Building Owners") Intrabuilding Network Cable (INC) on their premises. Effective August 3, 1993, the Demarcation Point Indicating where Pacific's regulated facilities end on a customer's property will be designated at the Minimum Point of Entry (MPOE) on such property. The MPOE will usually be located in the basement of a building or in a building(s) located on a continuous piece of property; the MPOE

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may be in one, some, or all of the buildings. On August 8, 1993, Building Owners will become responsible for the administration, engineering, installation and maintenance of INC on their premises beyond the Demarcation Point.

The new Demarcation rules will not apply, among other things, to public and semi-public phones, unless the Federal Communications Commission determines that such phones should no longer be considered part of the regulated network, E-911 Service, and Non-Modular Disabled Services. Pacific will also continue providing personalized wire and cable plans, installation and maintenance services for clients after August 8, 1993.

Any materials used and installed must first be approved by the County's representative, ("designate)". This person will act as the construction liaison to supervise the system installation.. The designate will be located at the Elmwood Men's Facility. Pacific agrees not to accept instruction from any person other than the designate. The current County designate is Sgt Dixon or a person to be appointed by Sgt. Dixon, until further notice. Any change to the designate will be communicated to Pacific by the Inmate Welfare Fund Manager, who is currently Cherie Riqueros.

Pacific will provide maintenance at no charge during the initial five year term of this Agreement. If this Agreement is extended, maintenance will remain the responsibility of Pacific until the end of this Agreement.

Authority of Vendor Representatives

Pacific will designate one or more authorized representatives who will be the person(s) with whom the County will deal in regard to this Agreement. This person or persons shall have full authority to bind Pacific with respect to all issues concerning this Agreement.

Pacific Bell Current Representatives:

KC Shelly	B. Mulgrew	T. Weber
Account Executive	Sales Mgr	Sales Director

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" ATTACHMENT II "

SECTION 01501 - SECURITY CLEARANCE

SECURITY CLEARANCE AND GENERAL REQUIREMENTS FOR CONTRACTORS AT SANTA CLARA COUNTY DEPARTMENT OF CORRECTION FACILITIES (APPLIES TO ALL CONTRACTORS AND THEIR EMPLOYEES)

1. Contractors must submit a list of personnel who will be working in the facility to the designated custody representative at least two weeks in advance of entry to allow time for a security check to be completed. In exigent circumstances exceptions will be dealt with on a case by case basis.
2. All personnel desiring entry clearance must complete a clearance request form which includes their full name, date of birth, California driver's license number, and physical description.
3. No one under age 18 will be admitted into any security area without prior authorization from the division or assistant division commander.
4. Persons with a prior felony conviction or charge in progress may be denied access to the facilities. The division administration shall review those histories for final determination.
5. The facility division commander or designee shall approve, limit or deny all security clearance requests.
6. All requests will be checked for outstanding warrants. Any found may result in the arrest of that person when entering.
7. Bringing firearms, explosives, alcoholic beverages or drugs will not be allowed to enter any custody facility and may be subject to arrest.
8. Persons under the influence of alcoholic beverages or drugs will not be allowed to enter any custody facility and may be subject to arrest.
9. Umbrellas, pocket knives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any facility area (other than job tools related to the function being undertaken).
10. Persons entering any custody facility shall not give anything to any inmate, nor will they take anything from any inmate without prior approval from a custody staff supervisor.
11. Department of Correction Facilities are no smoking areas. Workers are requested not to bring any tobacco products into any facility. No smoking is permitted

within any building or within the perimeter fence boundaries.

12. Persons entering any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate. Do not communicate with any inmate.
13. Contractors and their employees will proceed directly to their designated work areas. Those found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
14. No Hostage Policy: For everyone's safety, we will not allow any inmate to escape in exchange for the release of a hostage. All means will be utilized to effect a safe release, except giving hostage takers weapons, additional hostages, or allowing them to escape.
15. Facility security is our first priority. Security concerns must take precedence over work completion efficiency if that security is threatened.
16. Custody staff is responsible for the security of the facility. If directed by a staff member to take any action (leave area, secure tools, wait, etc.) all workers are required to comply immediately without argument, non-compliance may result in revocation of their security clearance.
17. Tools must be inventoried prior to entry and again at completion of each day. Bring in only the tools you require to accomplish the task. It is essential that planning includes anticipation of needs to avoid unnecessary trips in and out of the facility. Tools must be removed after each work day to a secured area.
18. Extreme care must be exercised to avoid leaving any materials in security areas that can be used as weapon by inmates. Work areas must be cleaned after every work session to avoid contraband security breaches.
19. It must be understood that custody staff has no authority to alert contract documents nor contracted work.

All contractors and their employees are required to read these rules and acknowledge by signing a log to be maintained by the facility administration.

7. **BUSINESS OWNER'S WARRANTY AS TO MINIMUM NUMBER OF PHONES.**

County shall be required to maintain a minimum of 300 public (inmate) phones, and install only Pacific's public telephones at County facilities listed in General I. So long as County maintains this minimum, County shall have the right to remove individual Pacific telephone on thirty (30) days prior notice; provided, however, that County shall reimburse Pacific for its engineering, construction, and related costs of installing and removing the telephone and associated equipment if County removes a public telephone within twelve (12) months after its installation. This reimbursement shall be in addition to any other remedies Pacific may have for breach of this agreement.

8. **ELECTRICITY.** At Pacific's request, County at its expense shall furnish uninterrupted 110-volt AC electricity to the point of connection on the public telephone equipment. Such electricity shall be furnished for the operation of light, fan, lighted signs or similar electrical devices and used with the public telephone equipment.

9. **REMOVAL EXPENSE.** At the time any public telephones are removed, Pacific at its expense shall remove the public telephones and enclosure unless County's obligation under section 7 above to reimburse Pacific for such expenses applies. County at its expense shall remove bumper posts and other fixtures associated with the telephone, and make safe the site(s). Pacific accepts no liability for holes placed in walls, pillars or floors or defacement of same on County's premises when such were necessary for installation or removal of the public telephones or resulted from vandalism.

10. **ADVERTISING, SIGNS AND USE OF TELEPHONES.** Owner shall not use the public telephone equipment in the conduct of its business nor use the public telephone number(s) in its advertising. No advertisement or attachment of any type not authorized in writing by Pacific shall be affixed to or used on or in connection with the public telephone or its enclosure.

11. **CONFIDENTIALITY OF INFORMATION.** County shall keep confidential and use only for confirming Pacific's performance under this Agreement any technical, business, revenue or usage information disclosed to County by Pacific, except the message and total revenue summary provided to County along with its compensation payment.
12. **ASSIGNMENT.** Neither party shall assign or transfer any duties to be performed under this Agreement to a third party without the prior written consent of the other party.
If Pacific uses equipment marketed by other manufacturers, it will be mandatory for Pacific to act as the prime contractor for the procurement and maintenance of the entire equipment configuration.
13. The County's authorized representative(s) shall have access to the books, documents, papers and records of Pacific which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. County shall hold all such information as confidential and proprietary to Pacific.
14. Pacific shall be responsible for ensuring all required federal, state and local licenses, permits and other documents necessary to operate the system are obtained prior to installation of any equipment. To that end, Pacific Bell shall submit copies of the items listed below to the Inmate Welfare Fund Manager Cherie Riqueros located at 180 W Hedding St., San Jose, Ca 95110.

Pacific has obtained or has applied for all licenses, permits and other documents to do business within the City of Milpitas, Palo Alto, the County of Santa Clara and the State of California.
15. Pacific shall assume and pay all state, federal and municipal taxes and contributions which are payable by virtue of the furnishing and delivery of the item(s) specified herein, except for applicable property taxes.

WORKERS' COMPENSATION INSURANCE

Pacific is a self-insured company. Pacific shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Pacific in their performance of the work through its program of self insurance. This coverage will remain in effect throughout the term of this Agreement.

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16. INDEMNIFICATION: Pacific agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses, injuries, demand, suits, or judgments including the cost of defense thereof, arising from or in connection with the services provided pursuant to this Agreement, or in any way whatsoever arising out of the performance or nonperformance of the Services by Pacific, its agents, employees and caused by the active negligence or willful misconduct of Pacific, its agents or employees.
17. STATUS OF parties: This is an Agreement by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and Pacific. No party associated with or employed by Pacific shall have any claim under this agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment benefits, or employee benefits of any kind.
18. NON DISCRIMINATION: Pacific assures the County that no person shall be subject to discrimination because of sex, race, religion, ethnic background, age, handicapped status, or union activity.
19. ADHERENCE TO THE LAW: Pacific shall comply with all federal, state and local laws and ordinances applicable to the services to be performed under this Agreement.
20. INTRALATA TRAFFIC: County agrees that during the course of this contract, Pacific will be the sole carrier of intraLATA traffic.
21. DISPUTES: In case of any doubt or difference of opinion regarding the services to be furnished hereunder, or the interpretation of the provisions of this Agreement the parties shall use their best efforts to resolve such issues to the satisfaction of both parties.

22. **REGULATORY OVERSIGHT.** The parties hereto agree that this Agreement shall be governed by all applicable tariffs of Pacific on file with the California Public Utilities Commission (including applicable tariffs limiting Pacific's liability for interruption of service), and shall be subject to such changes or modifications as may be required or authorized by any regulatory commission in the exercise of its lawful jurisdiction and any modifications, revision, renewal or extension of this Agreement shall so state. Pacific declares that the filing of the Agreement herein with the Public Utilities Commission of California pursuant to the procedural requirements of General Order 96 is not to be construed as a public offering by Pacific, of the services or facilities herein above referred to.

23. **ATTORNEY'S FEES.** If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.

In witness whereof, County and Business have caused their names to be subscribed hereto by their duly authorized representatives.

EXECUTED this 17th day of November 19 92

BUSINESS OWNER [Signature] PACIFIC BELL

Signature: [Signature]

Signature: [Signature]

Printed Name: Quasim Inham

Printed Name: [Signature]

Title: Director

Title: Account Executive

Contact Telephone Number: 299-4005

Group Account or Public Telephone Number: 408 095 8739

Fed Tax I.D.# or SS #: _____

Pacific shall mail compensation and all notices to:
DOC IWF, 180 W. Hedding St, S. Jose CA
(Address) (zip) 95110



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Exhibit 3-C
 Inmate Telephone Service Commission Plan*
 Option 2
 (No Threshold)

current	Intralata Commission %	Proposed
17.5%	1993	26%
17.5%	1994	33%
17.5%	1995	39%
17.5%	1996	41%
17.5%	1997	41%
		Estimated Total
	Estimated 5yr Total	
\$2,170,000	Commission Dollars	4,373,000.

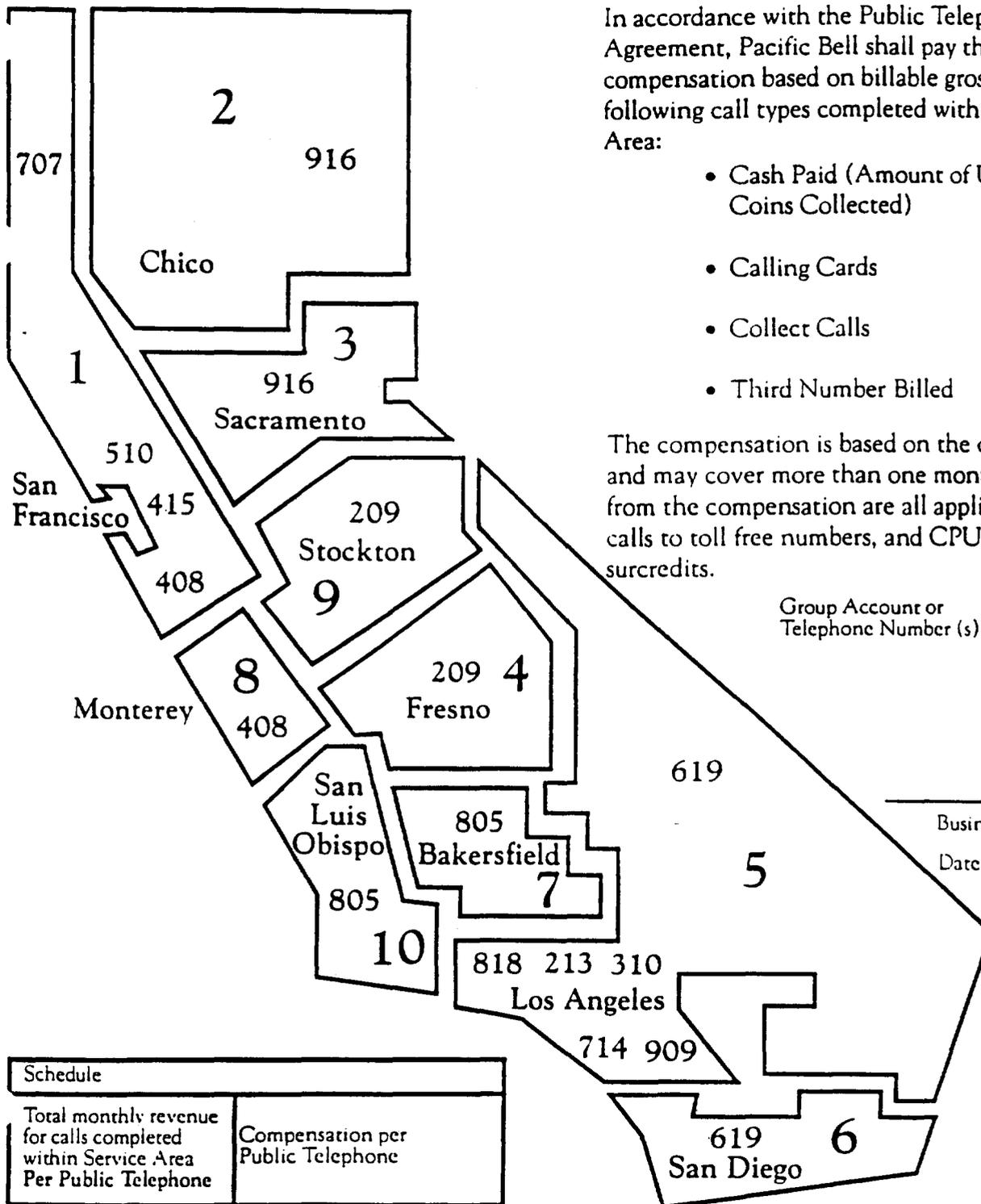
Amount of increase: \$2,203,000.

This is a 102% increase in commission for Santa Clara County. To complete the inmate telephone commission plan add to Pacific Bell's commission the commission you receive from the long-distance carrier you select.

*Commission dollar amounts based on 1992 usage

** Column added 10-17-92 :Estimates based on current usage levels and 340 inmate phones.

Pacific Bell Public Telephone Service Compensation Rate Schedule



In accordance with the Public Telephone Service Agreement, Pacific Bell shall pay the Business Owner compensation based on billable gross revenue for the following call types completed within the same Service Area:

- Cash Paid (Amount of United States Coins Collected)
- Calling Cards
- Collect Calls
- Third Number Billed

The compensation is based on the collection interval and may cover more than one month's usage. Excluded from the compensation are all applicable taxes and calls to toll free numbers, and CPUC mandated billing surcredits.

Group Account or Telephone Number (s) 408-095 8739

Business Owner Signature [Signature]

Date 11/17/92

Schedule	
Total monthly revenue for calls completed within Service Area Per Public Telephone	Compensation per Public Telephone
\$0 -	1993 26%
	1994 33%
	1995 39%
	1996 and 1997 41%

We're making things easier.™

**SOUTH CENTRAL BELL
TELEPHONE COMPANY
MISSISSIPPI**

**ISSUED: April 5, 1991
BY: President-Mississippi
Jackson, Mississippi**

GENERAL SUBSCRIBER SERVICES TARIFF

Original 1

EFFECTIVE: May

A7. COIN TELEPHONE SERVICE

A7.1 Public Telephone Service (Cont'd)

A7.1.7 Inmate Calling Service (ICS) (Cont'd)

- B. Subject to other applicable provisions of this Tariff, the following provisions also apply to public ICS lines:**
1. May be arranged for outward only calling.
 2. May be arranged by the administrator to terminate calls after a certain amount of conversation time or in cases of emergency in accordance with any Ruler or Regulations of the Commission. The Company will not provide credit or equivalent service to the called or calling parties for such calls.
 3. Shall be arranged to block Directory Assistance calls.
 4. Unrestricted public telephone service may be provided at the administrator's request in a fully supervised location.
 5. Shall be arranged to allow only 0= collect calls for local, intraLATA, and interLATA calls and to block all other calling including, but not limited to, local direct credit card, third number, 1= sent-paid, 0+ sent-paid, 0- sent-paid, 810, 900, 900, 976, 950, 911, and 0000.
 6. May be arranged for seven digit sent-paid local calling and for 0= collect calling for intraLATA, and interLATA calling. *local?*
 7. May be arranged by the administrator to limit individual inmate calls to approved telephone numbers. *How*
 8. May be arranged by the administrator to block access to certain telephone numbers. *who*
 9. At the request of the facility administrator, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders.
- C. At the request of the facility administrator, the Company may provide inmates with the capability to make local calls to public defender telephone numbers at no charge. Such calls will be charged to the administrator at the local message charges specified in A7.1.4 of this Tariff.**
- D. A notice shall be conspicuously displayed near ICS telephones which notifies inmates that the prison facility may monitor, time and restrict service from such phones and that information, such as date and time of call, duration of call, and originating and terminating number, may be furnished to the facility, and further, that the use of these telephones constitutes consent to this service.**

A7.1.8 Reserved For Future Use

A7. COIN TELEPHONE SERVICE

A7.1 Public Telephone Service

A7.1.1 Definition and Purpose of Public Telephones

A public telephone is an exchange station installed at the Company's initiative or at its option, at a location chosen or accepted by the Company as suitable and necessary for furnishing service to the general public. Public telephones are installed for the use of the general public and their use by any occupants of the premises in which they are located is only incidental to their principal purpose.

A7.1.2 Public Telephone Locations and Requirements

- A. The Company recognizes its responsibility for providing adequate telephone facilities to meet all reasonable public requirements, and the decision as to the extent, character and location of the public telephone facilities rests with the Company.
- B. In the selection of premises the Company endeavors to secure the most suitable of those available for the purpose, public convenience considered. The character of the premises or the location of the equipment should not be such as to offer risk to the Company's equipment or receipts.
- C. Notwithstanding any provisions herein to the contrary and subject to all other applicable provisions of this Tariff, the following provisions shall apply to all public telephones located in the detention areas of local, state, or federal confinement facilities.
 1. Such telephones:
 - a. May be arranged for outward-only calling, if specifically requested by the administration of the confinement facility;
 - b. May be arranged to terminate calls after 20 minutes of conversation time, if specifically requested by the administration of the confinement facility;
 - c. Shall be arranged to block 411 calls, but a copy of a current local directory must be available for inmate access;
 - d. Shall be arranged to allow only 0+ collect calls for local, intraLATA, and interLATA calls and to block all other calling including, but not limited to, local direct calls, credit card calls, third number calls, 1+ sent-paid calls, 0+ sent-paid calls, 0- sent-paid calls, 0- calls, 800 calls, 900 calls, 976 calls, 950 calls, 911 calls, and 10XXX calls. Provided, however, that where the local exchange company or the telephone set can block additional digit dialing after initial call set-up, 1+ long distance and seven digit local dialing may be permitted if specifically requested by the administration of the confinement facility.
 - e. May, if specifically requested by the administration of the confinement facility, be arranged to block access to specific numbers identified by the administration or to only allow access to specific numbers identified by the administration.
 2. Unrestricted coin telephones under administrative control may be available outside of a jail cell for supervised use by inmates.

A7.1.3 Equipment

- A. Public telephones are ordinarily equipped with coin collecting devices; however, at the option of the Company, coinless public telephones may be furnished for the placing of collect, credit card and third-number billed calls, only.
- B. Booths are furnished when in the judgment of the Company they are warranted by the estimated amount of traffic, or by the character of the location, as in lobbies, waiting rooms, etc.
- C. In all cases, the Company furnishes and displays such of its standard signs as are necessary to properly identify the station.

DOCKET NO. P-55 SUB 963E
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

JUL 23 1992

FILED
UTILITIES COMMISSION

F

All other terms and conditions of this Attachment 2 to Schedule E shall remain in full force and effect. The effective date of this Amendment One shall be the date of the last signature shown below.

STATE OF OREGON

Tim Johnston

Signature
TIM JOHNSTON

Name Printed/Typed
TELECOMMUNICATIONS MANAGER

Title
5/21/91

Date

FORM APPROVED:

W. Douglas Marshall

5/20/91

U S WEST COMMUNICATIONS, INC.

Cheryl Walsh

Signature
Cheryl Walsh

Name Printed/Typed
Account Executive

Title
7/2/91

Date

FORM APPROVED:

- 4.2 At the State's request, Company/USWC shall install equipment ancillary to the inmate telephone system to block access to specific telephone numbers identified by State ("call blocking"). Company/USWC shall effect such changes within twenty-four (24) hours of notification, with the exception of requests that occur a) after noon on Friday, b) after noon the day before a holiday or c) on a holiday, in which cases the requested change shall be effected by noon the following business day."
- 4.3 At the State's request, Company/USWC shall install equipment ancillary to the inmate telephone system to provide for continuous multichannel, reel-to-reel recording of all inmate-generated calls; calls to attorneys/public defenders may be excluded ("Recording")."
- 4.4 At the State's request, Company/USWC shall install equipment ancillary to the inmate telephone system to provide for the facility to silently or otherwise, monitor any telephone conversation made from an inmate telephone ("Monitoring")."
- 4.5 State shall be responsible for informing their selected Interexchange Carrier in writing that InterLATA calls may be subject to "Call Timing," "Call Blocking" and "Recording and Monitoring" at State's sole request and direction, and for providing a copy of said notice to Company/USWC."
- 4.6 Company/USWC shall not be in default of this Attachment 2 of Schedule E should the appropriate governmental agencies not approve of any or all of the additional equipment provided for herein by Company/USWC; however, State may then terminate this Attachment 2 to Schedule E and State shall not be liable for termination charges. State shall be entitled to receive any commissions earned before the termination date and the parties shall be relieved of all future obligations under this Attachment E of Schedule E."
- 4.7 Company shall waive its rights to recovery against the State for any loss or damage arising from any cause covered by Company's property insurance with respect to the loss or damage to inmate telephones.

AMENDMENT ONE
TO
ATTACHMENT 2 TO SCHEDULE E
PUBLIC TELEPHONE/INMATE SERVICE AGREEMENT
DEPARTMENT OF CORRECTIONS
MASTER TERMS AND CONDITIONS
BETWEEN
U S WEST COMMUNICATIONS
AND
STATE OF OREGON

This Amendment modifies ATTACHMENT 2 to SCHEDULE E, Public Telephone/Inmate Service Agreement of the Master Terms and Conditions between U S WEST COMMUNICATIONS, INC. (Company/USWC), successor to PACIFIC NORTHWEST BELL TELEPHONE COMPANY and STATE OF OREGON (State), Public Telephone Service Agreement, dated November 17, 1986 by amending the following provisions:

A. Clause 2, Term of Agreement, CHANGE to read:

The term of this Attachment 2 to Schedule E shall remain in effect until February 1, 1994.

B. Clause 3, Monthly Commission Rates, ADD the following paragraph:

Commencing February 1, 1991, Company agrees to pay the following commission rates for billed Company revenue based upon all local calls and all tariffed IntraLATA coin and noncoin calls:

<u>USOC</u>	<u>DESCRIPTION</u>	<u>COMMISSION RATE</u>
DBV	INMATE SERVICE-COLLECT ONLY & OUTGOING SERVICE ONLY	18%

C. ADD the following clauses:

4. Additional Equipment

4.1 At the State's request, Company/USWC shall install equipment ancillary to the inmate telephone system ("timer") to limit the lengths of calls from inmate telephones and provide an audible tone to the inmate before the call is disconnected ("call timing"). To the extent the timer is used in connection with interLATA telecommunications, Company/USWC shall not select or recommend interexchange carriers and shall not design interLATA circuits for State."

