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*ADMITTED IN DC ONLY

November 20, 2014

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: WC Docket No. 12-375

Dear Secretary Dortch:

Global Tel*Link Corporation (“GTL”),¹ by its attorneys, hereby respectfully submits this letter in response to information provided by Praeses LLC (“Praeses”)² in the above-referenced docket.³

¹ This letter is being filed by GTL on behalf of itself and its wholly owned subsidiaries that also provide inmate calling services: DSI-ITI, LLC, Public Communications Services, Inc., and Value-Added Communications, Inc.

² WC Docket No. 12-375, Notice of ex parte meetings of Praeses LLC (Oct. 3, 2014) (“*Praeses Ex-Parte*”).

³ See, e.g., *Rates for Interstate Inmate Calling Services*, 28 FCC Rcd 14107 (2013) (“*ICS Order and First FNPRM*”), *pets. for stay granted in part sub nom. Securus Tech., Inc. v. FCC*, No. 13-1280 (D.C. Cir. Jan. 13, 2014), *pets. for review pending sub nom. Securus Tech., Inc. v. FCC*, No. 13-1280 (D.C. Cir. filed Nov. 14, 2013) (and consolidated cases); *Wireline Competition Bureau Addresses the Payment of Site Commissions for Interstate Inmate Calling Services*, 29 FCC Rcd 10043 (2014) (“*August 20 Public Notice*”); WC Docket No. 12-375, *Rates for*

The *Praeses Ex Parte* addressed three primary issues: the permissibility and ongoing need for inmate calling service (“ICS”) provider site commission payments to correctional facilities; the volume of calls at correctional facilities before and after the implementation of the Federal Communications Commission’s (“FCC” or “Commission”) *ICS Order and First FNPRM*; and ancillary fees.⁴ GTL provides the following information to better put in context the claims made by Praeses.

Praeses provides consulting services to correctional facilities. These services include evaluating and negotiating contracts with ICS providers, and monitoring ICS providers’ compliance with those contracts.⁵ Praeses is not an ICS provider or correctional facility. It is a for-profit company that has built its correctional facility services business based on the exchange of services for a flat fee or percentage of the site commissions received by correctional facilities from ICS providers. This important fact was omitted from the *Praeses Ex Parte*. As the attached contracts demonstrate, Praeses’ fee for its “consulting” services is directly tied to the amount of site commissions a correctional facility receives from its ICS provider:

- In El Dorado County, California, Praeses receives “a monthly fee of 12% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Telecommunication Service Providers (‘ITSP’) to the County” with a minimum annual fee threshold of \$18,000. Praeses also receives “33.33% of all historical reconciliation compensation paid to County,” which is defined as “specific anomalies in revenue or commissions due County but not initially reported or paid by an ITSP.”⁶ Praeses receives similar monthly fees in Lake County, California.⁷
- In Marin County, California, Praeses receives a “management fee” of \$1,500 per month and 10% of any signing bonuses and technology grants paid by the ITSP to the County. Praeses also receives 33.33% of all historical compensation collected from the ITSP.⁸

Interstate Inmate Calling Services, Second Further Notice of Proposed Rulemaking, FCC No. 14-158 (rel. Oct. 22, 2014) (“*Second ICS FNPRM*”).

⁴ Praeses offered no support for its claims regarding the volume of calls at correctional facilities before and after the implementation of the FCC’s *ICS Order and First FNPRM*, and any anecdotal information should be viewed with skepticism based on Praeses’ business model. It is worth noting, however, that whatever the magnitude of increases in ICS calling since the implementation of interstate ICS rate reductions, increased ICS calling is a positive result that supports the Commission’s proposed market-based approach to encourage competition and reduce ICS rates. *See generally Second ICS FNPRM*.

⁵ *Praeses Ex-Parte* at 1-2.

⁶ Agreement for Services #420-S1310 between County of El Dorado, a political subdivision of the State of California and Praeses LLC, Article III (dated April 2013), attached hereto as **Attachment 1**.

⁷ Agreement between Lake County Sheriff’s Office and Praeses LLC, Article II (dated Feb. 11, 2014), attached hereto as **Attachment 2**.

⁸ County of Marin, Professional Services Contract between the County of Marin and Praeses LLC, Exhibit B (dated Oct. 1, 2011), attached hereto as **Attachment 3**.

- In San Francisco, California, Praeses receives a management fee in the amount of 10.57% of all revenues paid to the Sheriff's department by the ICS provider.⁹ In responding to the Request for Proposal issued by the City and County of San Francisco, Praeses touted its ability to assist the correctional facility in increasing its commission amounts.¹⁰
- In Stanislaus County, California, Praeses receives "10.56% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by the Inmate Telecommunication Service Providers ('ITSP') to the County," with the maximum amount to be paid to Praeses set at \$150,000 per year. Praeses also may collect 25% of all historical reconciliation compensation paid to the County.¹¹ Praeses receives similar monthly fees in Tulare County, California (9.95%)¹² and in Imperial County, California (10%).¹³

The *Praeses Ex Parte* also failed to acknowledge the FCC's August 20, 2014 Public Notice, which was issued a month and a half before the *Praeses Ex Parte* was filed. The *August 20 Public Notice* reiterated that the payment of site commissions based on interstate ICS revenues is not permissible and such continued payments are subject to enforcement action pursuant to the FCC's complaint process under section 208 of the Communications Act.¹⁴ The Commission further warned that it may *sua sponte* initiate investigations to determine whether ICS rates are just and reasonable in light of such payments.¹⁵

This oversight by Praeses appears convenient when reviewed against its argument that the payment of site commissions based on interstate ICS revenues is not prohibited.¹⁶ The above excerpts from Praeses' contracts with correctional facilities highlight that its position regarding site commissions may be heavily influenced by its self-interest. These contracts support the need for Praeses to preserve the payment of site commissions in order for it to be paid for the services it provides to its correctional facility customers. This need also appears to account for the

⁹ San Francisco Board of Supervisors Budget and Finance Commission Meeting, *available at* http://www.sfbos.org/ftp/uploadedfiles/bdsupvrs/committees/materials/bf110613_130801.pdf.

¹⁰ Praeses LLC Response to City and County of San Francisco Request for Proposal SHF 2014-07 (dated May 9, 2014), attached hereto as **Attachment 4**.

¹¹ Agreement for Personal Services between County of Stanislaus and Praeses LLC, Exhibit A (dated Sept. 13, 2011), attached hereto as **Attachment 5**.

¹² Inmate Telephone Management Agreement between Tulare County, California and Praeses LLC, Article III (dated July 6, 2009), attached hereto as **Attachment 6**.

¹³ Agreement between the County of Imperial and Praeses, LLC, Article II (dated July 30, 2013), attached hereto as **Attachment 7**. Praeses is not entitled to a management fee or commission on any technology grants or the first \$40,000 in signing bonuses collected by the Imperial County Sheriff's Office over the life of the agreement.

¹⁴ *August 20 Public Notice* at 2; *see also* 47 U.S.C. § 208. The Commission reiterated that the payment of site commissions on interstate ICS revenues suggests those rates exceed the reasonable costs of providing interstate ICS and could be found to be unjust and unreasonable, and be subject to refunds to end users even if the ICS provider was charging the ICS rate caps adopted by the *ICS Order and First FNPRM*. *See August 20 Public Notice* at 2.

¹⁵ *August 20 Public Notice* at n.11.

¹⁶ *Praeses Ex-Parte* at 2.

ongoing pressure by Praeses on ICS providers (or on correctional facilities that in turn pressure ICS providers) to continue the payment of site commissions on interstate ICS traffic.¹⁷ Praeses' actions are self-serving and further perpetuate the problems identified by the Commission with respect to site commissions and ICS rates.¹⁸

Respectfully submitted,

/s/ Chérie R. Kiser

Chérie R. Kiser

Counsel for Global Tel*Link Corporation

Attachments

¹⁷ See, e.g., WC Docket No. 12-375, Securus Technologies, Inc. Ex-Parte Letter (July 31, 2014).

¹⁸ *ICS Order and First FNPRM* ¶ 34 (“where site commission payments exist, they are a significant factor contributing to high rates”); see also *Second ICS FNPRM* ¶ 20 (“The pressure to pay site commissions that exceed the direct and reasonable costs incurred by the correctional facility in connection with the provision of ICS continues to disrupt and even invert the competitive dynamics of the industry.”).

Attachment 1

AGREEMENT FOR SERVICES # 420-S1310

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Praeses LLC, a Limited Liability Corporation, duly qualified to conduct business in the State of Louisiana, whose principal place of business is 330 Marshall Street, Ste 800, Shreveport, LA 71101, (hereinafter referred to as "Consultant") and whose Agent for the Service of Process is Corporation Service Company, CSC – Lawyers Incorporation Service, 2710 Gateway Oaks Drive, Ste 150N, Sacramento, CA 95833-3505 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide certain inmate telephone consulting, management and reconciliation services, as hereinafter described, and consultant is willing to provide such services under the terms and conditions set forth herein.

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide all professional and technical services and shall make available Consultant's own personnel, sub consultants, materials and equipment necessary to perform the services, work, and tasks outlined in Exhibit "A" marked "Scope of Services" incorporated herein and made by reference a part hereof (hereafter the "Services").

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the tasks and services to be provided under this Agreement. Consultant shall not commence work on any of the tasks or services until receiving the Notice to

Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for tasks and services shall be mutually agreed upon by the Contract Administrator and Consultant.

ARTICLE II

Term: This agreement shall commence on the Effective Date and expire two (2) years from the delivery of the initial revenue report to the COUNTY. Either party can provide notice of termination to other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE III

Compensation for Services: County shall pay Consultant a monthly fee of 12% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Telecommunication Service Providers ("ITSP") to the County. The parties agree to maintain a minimum annual fee threshold of \$18,000. At the end of any contract year, if the sum of Consultants' monthly fees (not including fees paid for any signing bonuses, technology grants, or historical reconciliation compensation, etc.) is less than the annual fee threshold, County agrees to pay the difference in the next monthly remittance.

Should the County terminate this agreement for any reason before the annual anniversary date, then the minimum annual threshold shall be prorated for that year and any commissions due Consultant shall be withheld from the final remittance.

County shall pay Consultant a rate of 33.33% of all historical reconciliation compensation paid to County. If no historical reconciliation compensation is collected because County elects not to use reasonable business means to pursue identified historical reconciliation compensation, then County will pay Consultant a rate of 15% of the identified historical reconciliation compensation. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due County but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due County.

Consultant will provide monthly revenue reporting to the County in a format approved by County. Consultant will modify or revise the reporting formats as requested by County and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by Consultant to County along with the monthly reports. Consultant will remit to County on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters

pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Consultants engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub-Consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Sheriff's Office
300 Fair Lane

Placerville, CA 95667
ATTN: Dilip Mehta, Chief Fiscal Officer

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERR DALY, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

Praeses, LLC.
Attn: Ann O'Boyle
330 Marshall Street, Suite 800
Shreveport, LA 71101
CC: Lynn Boudreaux (at same Address)
Lynn.boudreaux@praeses.com
Or to such other location as the Consultant directs.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, sub-Consultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of Louisiana.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default,

Termination and Cancellation”.

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during the term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is John D’Agostini, Sheriff, or successor.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect

without being impaired or invalidated in any way.

ARTICLE XXIII

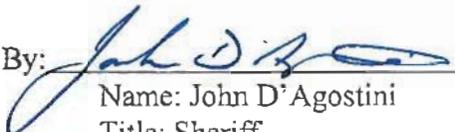
Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

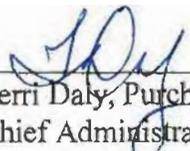
Requesting Contract Administrator Concurrence:

By:  Dated: 3-27-12
Name: Randy Peshon
Title: Captain
Department: Sheriff's Office

By:  Dated: 3/28/13
Name: John D'Agostini
Title: Sheriff
Department: Sheriff's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 4/10/13

-- CONSULTANT --

Praeses, LLC.
A Louisiana Corporation

By: 
Frank Auer
Chief Executive Officer
"Consultant"

Dated: 21 MAR 2013

By: 
Kempton Schwab
President
"Consultant"

Dated: 21-Mar-2013

By: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- CONSULTANT --

Praeses, LLC.
A Louisiana Corporation

By: _____
Frank Auer
Chief Executive Officer
"Consultant"

Dated: _____

By: _____
Kempton Schwab
President
"Consultant"

Dated: _____

By: *Lynn E. Boudreaux*
Lynn E. Boudreaux
Assistant Secretary
"Consultant"

Dated: *April 8, 2013*

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide the following services:

I. MANAGEMENT

Day-to-Day Management Services

Praeses, LLC will provide County with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each County facility to manage and coordinate day to day issues, including, but not limited to:

- End-user requests/issues
- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of “free” attorney, bail bondsmen, etc. phone numbers
- Telephone removals and relocations
- Vendor issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions, and service

ITSP Compliance Services

- Work with ITSP and County to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and County to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

II. CONSULTING AND MARKET INTELLIGENCE

Praeses will conduct in-depth requirements gathering and site surveys to understand County’s unique needs and requirements affecting its inmate communications environment. Praeses will consult with County to:

- Advise County of new technologies, regulations, and industry trends and facilitate the implementation and ongoing use of any technologies chosen by County
- Consult through any Request for Proposal (“RFP”) process or contract renewal process which will include, at County’s sole option, RFP creation, Vendor RFP response summaries, contract negotiations, and Vendor/equipment transitions, which may or may not include new video visiting equipment

III. RECONCILIATION

The reconciliation services to be provided by Praeses include:

- Evaluate the accuracy of calling rates, revenues, and commissions
- Work at the discretion of County to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of County to conduct a historical reconciliation in which Praeses will reconcile all records for the life of the current contract to validate that County has been paid what it earned from its inmate telephone contract

County's Responsibilities:

I. County shall promptly execute the Letter of Agency (Exhibit B) designating Praeses as its authorized Consultant with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.

II. County shall provide Consultant, to the extent possible, with County's records to assist Praeses in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each County facility;
- Average Daily Population and number of beds at each County facility;
- Number of phones located in County facilities and used by inmates;
- Copies of current ITSP contracts and any amendments;
- Information about the ITSP at each County facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each County facility for the 18 month period prior to Consultants' management;
- Any other information pertinent to Consultants' management of the ITS.

III. County shall provide Consultant reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating, and monitoring the ITS quality. County shall also provide authorization for remote access (approved user level) from ITSP.

IV. County shall assist Consultant with obtaining data from ITSP if/or when ITSP declines to give the requested data to Praeses.



JOHN D'AGOSTINI
SHERIFF - CORONER - PUBLIC ADMINISTRATOR
COUNTY OF EL DORADO
STATE OF CALIFORNIA

EXHIBIT B
LETTER OF CONSULTANT

LETTER OF CONSULTANT

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Consultant (" Consultant") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned Sheriff's Office, including but not limited to, provision of system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports, and any and all other data and reports that are deemed necessary by the Sheriff's Office for the Consultant to oversee, fully analyze, and reconcile monthly traffic activity, historical traffic activity, and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated, and/or managed by the undersigned.

You may deal directly with the Consultant on all matters pertaining to said public and/or inmate telephone service.

El Dorado County Sheriff's Office: Consultant - Praeses, LLC

R. Diesel 3-27-13
Signature Date

RANDY PESHOW
Name (Print or Type)

CAPTAIN
Title

300 Fair Lane, Placerville, CA 95667
Sheriff's Office Address

(530) 621-5655
Sheriff's Office Telephone #

Frank M. Auer 21 MAR 2013
Signature Date

Frank M. Auer
Name (Print or Type)

CEO
Title

330 Marshall Street, 8th Floor, Shreveport, LA 71101
Consultant's Address

(318) 424-8125
Consultant's Telephone #

"Serving El Dorado County Since 1850"
HEADQUARTERS- 300 FAIR LANE, PLACERVILLE, CA 95667
JAIL DIVISION- 300 FORNI ROAD, PLACERVILLE, CA 95667
TAHOE JAIL- 1051 AL TAHOE BLVD., SOUTH LAKE TAHOE, CA 96150
TAHOE PATROL- 1360 JOHNSON BLVD., SUITE 100, SOUTH LAKE TAHOE, CA 96150

Attachment 2

AGREEMENT

This Agreement is entered into this 02-11-2014 (Effective Date) by and between Lake County Sheriff's Office ("LCSO"), and Praeses, LLC ("Praeses").

LCSO has requested Praeses to provide certain inmate telephone consulting, management, market intelligence, and reconciliation services, as hereinafter described, and Praeses is willing to provide such services under the terms and conditions set forth below:

I. SCOPE OF SERVICES

Praeses shall provide the services described in the attached Exhibit A.

II. COMPENSATION AND REPORTING

LCSO shall pay Praeses a monthly fee of 12% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Telecommunication Service Providers ("ITSP") to LCSO. The parties agree to maintain a minimum annual fee threshold of \$18,000. At the end of any contract year, if the sum of Praeses' monthly fees (not including fees paid for any signing bonuses, technology grants, or historical reconciliation compensation, etc.) is less than the annual fee threshold, LCSO agrees to pay the difference in the next monthly remittance.

Should the LCSO terminate this agreement for any reason before the annual anniversary date, then the minimum annual threshold shall be prorated for that year and any commissions due Praeses shall be withheld from the final remittance.

LCSO shall pay Praeses a rate of 33.33% of all historical reconciliation compensation paid to LCSO. If no historical reconciliation compensation is collected because LCSO elects not to use reasonable business means to pursue identified historical reconciliation compensation, then LCSO will pay Praeses a rate of 15% of the identified historical reconciliation compensation. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due LCSO but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due LCSO.

Praeses will provide monthly revenue reporting to the LCSO in a format approved by LCSO. Praeses will modify or revise the reporting formats as requested by LCSO and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by Praeses to LCSO along with the monthly reports. Praeses will remit to LCSO on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

III. TERM

This Agreement shall commence on the Effective Date and expire one (1) year from the delivery of the initial monthly revenue report to LCSO and will automatically renew for consecutive one (1) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

IV. TERMINATION

Notwithstanding any provisions in this Agreement to the contrary, LCSO shall provide written notice to Praeses of any alleged breach of this Agreement and Praeses shall have thirty (30) days from the date of the receipt of such written notice to cure same.

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of receipt of the notice.

V. MISCELLANEOUS TERMS

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. The failure of either party at any time to require performance

of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such provision, or of any other provision contained in this Agreement.

LCSO and Praeses shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees), or liability of any kind paid pursuant to a judgment of court of competent jurisdiction or third-party settlement for damages to property, personal injuries, or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense, or liability is due to the sole gross negligence of either party, their agents, or employees. Praeses is not responsible for vandalism, holes in walls, or other modification to LCSO's premises. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special, or punitive damages. Notwithstanding the foregoing, in no event shall Praeses' liability exceed the management fees actually received under this Agreement during the previous three (3) months.

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. NOTICE

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To Lake County Sheriff's Office
Lake County Sheriff's Office
Attn: Mary Beth Strong
PO Box 489
Lakeport, CA 95453

To Praeses:
Praeses, LLC
Attn: Ann O'Boyle
330 Marshall Street, Suite 800
Shreveport, LA 71101
CC: Lynn Boudreaux (at same address)
lynn.boudreaux@praeses.com

VII. INSURANCE

Praeses shall not commence work under this Agreement until Praeses has obtained all the insurance required herein, certificates of insurance have been submitted to LCSO and said insurance has been approved by LCSO. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to LCSO. Praeses shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Praeses to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with LCSO within ten (10) days after the date of execution of this Agreement by Praeses.

(a) Compensation Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, Praeses shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Praeses' Workers' Compensation Insurance.

(b) General Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than

one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability. Praeses shall not commence work under this Agreement until Praeses has delivered to LCSO an "Additional Insured Endorsement" naming LCSO, its officers, employees and agents as additional insureds under each of the aforesaid policies in this subparagraph.

(c) Automobile Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Praeses' business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence. Praeses shall not commence work under this Agreement until Praeses has delivered to LCSO, and "Additional Insured Endorsement" naming LCSO, its officers, employees and agents as additional insureds under each of the aforesaid policies in this subparagraph.

(d) Professional Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Praeses is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

(e) Praeses shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in subparagraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by Praeses and containing the "Additional Insured Endorsement" as required by Praeses in subparagraph (b) and (c) hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year shown below.

LAKE COUNTY SHERIFF'S OFFICE

By Pat Turman (name)
(Title)

Date: 2/11/14

PRAESES, LLC

By [Signature] (name)
(Title)

Date: 3/11/14

COUNTY OF LAKE

[Signature]
Chair, Board of Supervisors



**EXHIBIT A
SCOPE OF SERVICES**

Praeses shall provide the following services:

I. MANAGEMENT

Day-to-Day Management Services

Praeses will provide LCSO with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each LCSO facility to manage and coordinate day to day issues, including, but not limited to:

- End-user requests/issues
- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of "free" attorney, bail bondsmen, etc. phone numbers
- Telephone removals and relocations
- Vendor issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions, and service

ITSP Compliance Services

- Work with ITSP and LCSO to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and LCSO to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

II. CONSULTING AND MARKET INTELLIGENCE

Praeses will conduct in-depth requirements gathering and site surveys to understand LCSO's unique needs and requirements affecting its inmate communications environment. Praeses will consult with LCSO to:

- Advise LCSO of new technologies, regulations, and industry trends and facilitate the implementation and ongoing use of any technologies chosen by LCSO
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at LCSO's sole option, RFP creation, Vendor RFP response summaries, contract negotiations, and Vendor/equipment transitions

III. RECONCILIATION

The reconciliation services to be provided by Praeses include:

- Evaluate the accuracy of calling rates, revenues, and commissions
- Work at the discretion of LCSO to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of LCSO to conduct a historical reconciliation in which Praeses will reconcile all records for the life of the current contract to validate that LCSO has been paid what it earned from its inmate telephone contract

LCSO's responsibilities:

I. LCSO shall promptly execute the Letter of Agency (Exhibit B) designating Praeses as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.

II. LCSO shall provide Praeses, to the extent possible, with LCSO's records to assist Praeses in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each LCSO facility;
- Average Daily Population and number of beds at each LCSO facility;
- Number of phones located in LCSO facilities and used by inmates;
- Copies of current ITSP contracts and any amendments;
- Information about the ITSP at each LCSO facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each LCSO facility for the 18 month period prior to Praeses' management;
- Any other information pertinent to Praeses' management of the ITS.

III. LCSO shall provide Praeses reasonable access to LCSO facilities during normal business hours for the purposes of inspecting, evaluating, and monitoring the ITS quality. LCSO shall also provide authorization for remote access (approved user level) from ITSP.

IV. LCSO shall assist Praeses with obtaining data from ITSP if/when ITSP declines to give the requested data to Praeses.



LAKE COUNTY SHERIFF'S OFFICE

P.O. Box 489 • Lakeport, California 95453

Administration (707) 262-4200	Central Dispatch (707) 263-2690	Coroner (707) 262-4215	Corrections (707) 262-4240	Parol/Investigation (707) 262-4200	Civil (707) 262-4080
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Francisco Rivero
Sheriff

LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent ("Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned Sheriff's Office, including but not limited to, provision of system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports, and any and all other data and reports that are deemed necessary by the Sheriff's Office for the Agent to oversee, fully analyze, and reconcile monthly traffic activity, historical traffic activity, and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated, and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

Lake County Sheriff's Office:

FR 2/10/2014
Signature Date

FRANK RIVERO
Name (Print or Type)

Sheriff
Title

1220 MARTIN ST. LAKEPORT
Sheriff's Office Address

707-262-4200
Sheriff's Office Telephone #

Agent - Praeses, LLC

[Signature] 3/11/14
Signature Date

Kempton Schwab
Name (Print or Type)

President
Title

330 Marshall Street, 8th Floor, Shreveport, LA 71101
Agent's Address

(318) 424-8125
Agent's Telephone #

Attachment 3

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2011 - Edition 1**

THIS CONTRACT is made and entered into this 1st day of October, 2011, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and PRAESES LLC, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: to provide certain inmate telephone consulting, management, market intelligence and reconciliation services, as hereinafter described, and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first remittance.

4. MAXIMUM COST TO COUNTY:

The funding source for this contract is solely the Marin County Inmate Welfare Fund.

5. TIME OF CONTRACT:

This Contract shall commence on October 1, 2011, and shall expire on September 30, 2012. The Agreement will automatically renew for consecutive two (2) year terms at the original terms and conditions unless either party provides written notice of cancellation no less than 30 days prior to the expiration date of this Agreement or any subsequent renewal term(s). Certificate(s) of Insurance must be current on the day the Contract commences and if scheduled to lapse prior to the termination date, must be automatically updated before final payment may be made to Contractor. The final remittance must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the

all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

The County shall own the reports, remittances, and other periodic reporting provided by the Contractor. Contractor specifically reserves the ownership and copyright in, but grants a non-transferrable license to County use, its previously developed templates. Such license shall be for the County's sole use in connection with the operation of its inmate telephone program. Contractor specifically reserves the ownership and copyright in, but grants a non-transferrable license for County to use, its previously developed templates.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving ten (10) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, the Parties shall mutually renegotiate the fees outlined in Exhibit B or terminate the Contract with thirty (30) days written notice.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the Excluded Parties List System at www.epls.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- The Contractor to this Contract and any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: David M. Augustus, Captain
 Dept./Location: Marin County Sheriff's Department
3501 Civic Center Drive, Rm 145
San Rafael, CA 94903
 Telephone No.: (415) 499-7469

Notices shall be given to Contractor at the following address:

Contractor: PRAESES LLC
 Address: 330 Marshall Street, 8th Floor
Shreveport, LA 71101
 Telephone No.: (318) 424-8125

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	FMA
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	FMA
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Letter of Agency	FMA
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>EXHIBIT F.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	FMA

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: Frank M. Auer
 Name: FRANK M. AUER
 Title: CDI MGR

APPROVED BY
 COUNTY OF MARIN:

By: Karel Hestings

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: Renée Geronemus Brent Date: 10/13/11

EXHIBIT "A"
SCOPE OF SERVICES (required)

Contractor shall provide the following services:

I. MANAGEMENT

Day-to-Day Management Services

Contractor will provide County with a single point of contact (National Account Manager) for all Inmate communications issues. This individual will work directly with each County facility to manage and coordinate day to day issues, including, but not limited to:

End-user requests/ issues

- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/ features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of "free" phone numbers
- Telephone removals and relocations
- Vendor issues
- Reporting and commissions

Vendor Compliance Services

- Work with the Inmate Telecommunication Service Providers ("ITSP") and County to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and County to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

II. CONSULTING AND MARKET INTELLIGENCE

Contractor will conduct in-depth requirements gathering and site surveys to understand County's unique needs and requirements affecting its inmate communications environment. Contractor will consult with County to:

- Advise County of new technologies, regulations and industry trends
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at County's sole option, RFP creation, Vendor RFP response summaries, contract negotiations and Vendor/equipment transitions
- Any resulting contract will be between the County of Marin and vendor.

III. RECONCILIATION

The reconciliation services to be provided by Contractor include:

- Evaluate the accuracy of calling rates, revenues and commissions
- Work at the discretion of County to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of the County to conduct a historical reconciliation in which Contractor will reconcile all records for the life of the current contract to validate that County has been paid what it earned from its inmate telephone contract.

County's responsibilities:

- I. County shall promptly execute the Letter of Agency (Exhibit C) designating Contractor as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.
- II. County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each facility;
- Average Daily Population and number of beds at each facility;
- Numbers of phones located at each facility and used by Inmates;
- Copies of current Vendor contracts and any amendments;
- Information about the ITSP at each facility including company name and contact person;
- Revenue and commission data for each Inmate telephone at each facility for the 18 month period prior to Contractor's management;
- Any other Information pertinent to Contractor's management of the ITS.

III. County shall provide Contractor reasonable access to the facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the ITS quality. County shall also provide authorization for remote access (approved user level) from ITSP.

IV. County shall assist Contractor with obtaining data from ITSP if and/or when ITSP declines to give the requested data to Contractor.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

This is a no-cost contract to the County except for funds that will come from the Inmate Welfare Fund.

Contractor will provide monthly revenue reporting to County in a format approved by County. Contractor will modify or revise the reporting formats as requested by County and mutually agreed upon. A management fee of \$1,500.00 per month and 10% of any signing bonuses and technology grants paid by ITSP to County will be deducted monthly from the payment remitted by Contractor to County along with the monthly report. Contractor will remit to County on a mutually agreed-upon date following the receipt month of commissions and traffic report from ITSP.

County agrees to allow Contractor to work with the ITSP relative to the collection of any historical reconciliation compensation identified by Contractor. Contractor shall deduct 33 1/3 % of all historical reconciliation compensation collected from ITSP. The historical reconciliation compensation, less Contractor's fee, shall be remitted by Contractor on the mutually agreed-upon date. Historical reconciliation compensation is defined as specific anomalies in revenue or commission due County but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due the County.

EXHIBIT "C"
LETTER OF AGENCY (required)



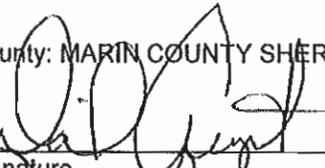
LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned County, including but not limited to, system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports and any and all other data and reports that are deemed necessary by the County for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any Inmate telephone service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

County: MARIN COUNTY SHERIFF'S OFFICE, CA
 10.18.11
Signature _____ Date _____
Name (Print or Type) DAVID AUGUSTUS
Title CAPTAIN
Address 3501 CIVIC CENTER DR #145
SAN RAFAEL, CA. 94903
415. 499. 7469
Telephone # _____

Agent: PRAESES, LLC
 11 OCT 11
Signature _____ Date _____
Name (Print or Type) FRANK M. AUER
Title CEO/MGR.
Address 330 Marshall Street, 8th Floor, Shreveport, LA 71101
Agent's Address _____
(318) 424-8125
Agent's Telephone # _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SW

DATE (MM/DD/YYYY)

09/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McClure, Bómar & Harris, LLC 900 Pierremont, Suite 200 P. O. Box 52599 Shreveport, LA 71135-2599 J. Brady Harris, Jr. CPCU, ARM	318-869-2525 318-869-6220	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: PRAES-1	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. INSURER B: Standard Fire Insurance Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	NAIC # 19070
--	----------------------------------	---	---	------------------------

INSURED Praeses LLC
 330 Marshall St., 8th Floor
 Shreveport, LA 71101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		43SBAUY3690	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,001 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,001 MED EXP (Any one person) \$ 10,001 PERSONAL & ADV INJURY \$ 1,000,001 GENERAL AGGREGATE \$ 2,000,001 PRODUCTS - COMP/OP AGG \$ 2,000,001
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			43SBAUY3690 43SBAUY3690	06/01/11 06/01/11	06/01/12 06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,001 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			43SBAUY3690	06/01/11	06/01/12	EACH OCCURRENCE \$ 5,000,001 AGGREGATE \$ 5,000,001
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NTA	UB1254R574	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,001 E.L. DISEASE - EA EMPLOYEE \$ 1,000,001 E.L. DISEASE - POLICY LIMIT \$ 1,000,001
C	Professional Liability			ESZ01009181	10/08/10	10/08/11	Aggregate 2,000,00 Occurrence 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is shown as Additional Insured regarding General Liability coverage, in respects to written contract agreement, per form SS00080405

CERTIFICATE HOLDER**CANCELLATION**

County of Marin
 3501 Civic Center Drive
 San Rafael, CA 94903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Brady Harris Jr.

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BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, Inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

Attachment 4



PRAESESTM

Innovative Software and Services. Proven Results.

RECEIVED
SHERIFF'S OFFICE
SAN FRANCISCO

2014 MAY -9 AM 10: 22

CITY AND COUNTY OF SAN FRANCISCO REQUEST FOR PROPOSAL SHF 2014-07

Inmate Telephone Service Compliance Monitor

Proposal Due Date:
May 09, 2014
2:00 p.m. Pacific Daylight Time

SUBMITTED BY:
Praeses, LLC
330 Marshall Street, 8th Floor
Shreveport, LA 71101

CONTACT:
Name: Ann O'Boyle
Telephone: (318) 424-8125 x 3116
Mobile: (318) 655-4804
Email: ann.oboyle@praeses.com

2000
2001
2002

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II. Introduction and Executive Summary



PRAESES

Innovative Software and Services. Proven Results.

330 Marshall Street, Suite 800 Shreveport, Louisiana 71101

(318) 424-8125 Fax (318) 213-8137

www.praeses.com

May 09, 2014
Mr. Henry Gong
C/O Sheriff's Department
San Francisco City Hall
#1 Dr. Carlton B. Goodlet Place, Room 456
San Francisco, California 94102

Praeses appreciates the opportunity to respond to RFP SHF2014-07, Inmate Telephone Service Compliance Monitor requesting services for the City and County of San Francisco Sheriff's Department (SFSD). Praeses has addressed all RFP requirements as indicated within its proposal including all appendices, pricing and forms.

Praeses began providing the services described in RFP SHF2014-07 to correctional facilities nationwide in 1999 and began its work for SFSD on May 20, 2009. Praeses has yet to find another organization that has developed the necessary and comprehensive market understanding, internal software, algorithms, technologies, processes and procedures to provide the independent and objective professional services desired by the SFSD and currently provided by Praeses. With over 215 correctional facilities in Praeses' portfolio, Praeses is the only company with the experience and qualifications necessary for delivering the expected results to the SFSD.

The year prior to engaging Praeses SFSD received \$44,744.46 on average per month in contributions from its inmate telephone solution to its inmate welfare. In the 5 years since engaging Praeses, the average per month to SFSD has been \$53,079.56 after Praeses has been compensated for its professional services. This financial accomplishment has been achieved while not increasing any rates or fees for the families of the inmates. Subsequently, SFSD has been able to contribute \$3.1 million dollars to its inmate welfare programs since engaging Praeses for the services covered by this RFP.

Praeses has served to achieve the goals set by SFSD since 2009 and clearly understands the scope of work to be performed under this RFP. Praeses commits to being able to perform all of the services within and specifications set forth in the RFP. Praeses will continue to provide the state of the art compliance monitoring and inmate telecommunications management services to which SFSD has grown accustomed.

Thank you for this opportunity and we look forward to hearing back from your office regarding this RFP

Sincerely,

Kempton Schwab
President

III. Project Approach

A. Praeses' Services

Site Surveys and Inventories

Praeses currently maintains an accurate inventory of all Inmate Telephone Service (ITS) features, technologies and equipment for SFSD. Praeses works with the SFSD's contracted ITS provider to ensure that all contractually required updates to hardware and software are accomplished in a timely and efficient manner. Praeses works with SFSD representatives to schedule maintenance. Going forward, Praeses will continue to validate ITS hardware and software to ensure that the SFSD is receiving the best performance possible from the system and the best possible support from the contracted ITS provider.

Reconciliation Services

Reconciling and validating accuracy of calling rates, fees, generated revenue, and commissions takes expertise and time. Praeses validates commissions paid by the ITS provider for the life of the agreement between the SFSD and Praeses. Praeses will continue to provide the SFSD with monthly remittance reports on or before the 15th day of the month. Praeses utilizes internally developed, proprietary software and proven methods to fully evaluate the accuracy of rates, fees, revenues, and commissions. As inaccuracies are discovered, Praeses will work at the discretion of the SFSD to collect earned but unpaid monies.

Inmate Telephone Consulting Services

The inmate telecommunications industry is a complex, ever changing environment. Praeses' consulting services will keep the SFSD abreast of new technologies, regulations, and industry trends so it is aware of the many opportunities available. This includes providing and/or assisting the SFSD in providing RFPs to evaluate the market for the most optimum solution including but not limited to, quality of service, rate schedules, technology, security functionality, commissionable revenue and amount of commission. Praeses is further available to evaluate the received RFP responses, assist with the negotiation of the contract with the awarded ITS provider and coordinate the ITS provider transition(s). Praeses will modify its RFP consulting services and deliverables to meet the unique procurement guidelines set forth by the City and County of San Francisco.

Because Praeses is not an inmate telephone equipment nor service provider nor is it affiliated with any ITS provider, all information provided to the SFSD will be presented in an independent and objective manner.

Supplier Compliance Services

While providing day-to-day management services, Praeses will continue to ensure that the SFSD's ITS provider is contractually compliant in its service offerings. Praeses' supplier compliance services will continue to confirm the accuracy of rates and fees charged to inmates and their families, supplier reported revenues, and paid monies. Praeses will also ensure that all inmate telephone stations and related equipment are functioning properly and in accordance with the contract between the SFSD and the SFSD ITS provider. Any deficiencies detected will be presented to the SFSD with recommendations.

Inmate Telephone Services Management

Praeses will continue to work on the behalf of the SFSD to proactively manage all of the compliance issues specific to working with the contracted ITS provider. The compliance aspects Praeses manages on the SFSD's behalf include each and every provision of SFSD's contract with its selected ITS provider:

- Payment and reporting based on the defined due date
- Receipt of monthly call detail and billing data
- Approved calling rates and fees
- Storage and availability of call recordings
- Processes surrounding attorney and pro-per calls
- Adherence to performance process for all upgrades and installations
- ITS provided site administrator duties, onsite visits and clearance processes
- Addition of new inmate telephones and related equipment within the required timeframe
- System security features and fraud prevention practices
- Free calls

Single Point of Contact

Praeses provides the SFSD with a single point of contact (National Account Manager or "NAM") for all inmate telephone issues. This individual works directly with SFSD personnel to proactively manage and coordinate a variety of day-to-day issues (maintenance, equipment transitions, repairs, technology enhancements and research). These proactive management services allow Praeses to make recommendations on how to improve rate structures, service, revenue, and technology at each SFSD facility. In addition, the Account Manager will serve as the SFSD's liaison by providing coordination and management services during all ITS provider transitions, additional equipment installations, relocations or disconnections.

B. Successes in Identifying Uncollected Revenues

In the 1990's Praeses began creating a sophisticated information system for the purpose of validating charges associated with call detail records for the pay phone industry. This early work lead Praeses to develop a proprietary software suite, including an inmate call rating and validation system, specifically for the purpose of objectively verifying and validating the information it receives on millions of ITS telephone records each month. These systems allow Praeses to verify the data it gathers from multiple sources and then to cross reference the information from these various data sources to detect errors, trends, and anomalies. These robust scalable systems have specifically been evolved over the last decade for the corrections industry to import and analyze the raw call detail, billing, and commission data that Praeses receives from all major and multiple emerging ITS providers. These systems allow for greater analysis, as well as revenue and commission verification than can't possibly be achieved by the use of spreadsheets and random sampling of data. The result of Praeses' work in this area is that, to date, Praeses has collected over \$12 million in monies earned but unpaid for its clients, including the SFSD.

C. Reconciliation Report Examples

Praeses' reconciliation reports are generated through its internally-developed, proprietary systems. During the course of its working relationship with the SFSD, Praeses receives unedited

raw call detail records and billing files with over 60 fields. Praeses extracts, transforms and loads all relevant data, and prepares several analytical reports which Praeses utilizes to complete its reconciliation services for the SFSD. Delivery is available in variable frequency including monthly or quarterly. A few examples of Praeses' reconciliation reports are:

- Summary of Rating Discrepancies
- Bill Type Percentage Breakdown
- Call Type Percentage Breakdown
- Monthly Inmate Telephone Remittance Report
- Multi-Facility Summary Report

A sample of each of the above reports is provided in the **Examples of Reconciliation Documents Attachment 3** of Praeses' proposal.

D. Recommended Improvements for SFSD ITS Environment

Praeses makes the following recommendations to SFSD for areas where improvements could be most beneficial:

- The transition from pre-paid calling cards to a paperless, electronic debit process will eliminate the need for pre-paid calling cards to manage and distribute
- Revising and implementing lower, standardized calling rates for in-state calls. This will reduce the gap in the cost of in-state calls compared the cost of interstate calls which are now at the new FCC rates. The lower rates would be off-set in part by an increase call volume.
- Implement an enhanced process to better document pro-per calls through the inmate telephone system.
- Preparation of an RFP with updated ITS requirements to include the provision of additional communication avenues such as voicemail, inmate messaging, etc.

E. Transition Plan Example

Praeses worked with SFSD to manage the transition of service from PCS to GTL in 2010 and has recently managed an upgrade from GTL's LazerPhone system to the ICVm system. Nationwide, Praeses has provided the experienced management staff to handle transitions, technology changes and system upgrades for most of the 215 correctional facilities for which it provides inmate telecommunication management services. Due to the complexity and frequency with which system transitions and upgrades occur, Praeses has established standard processes and procedures to ensure that these events are handled smoothly with minimal disruption. The National Account Manager assigned to the SFSD will validate each step in the process to ensure the specified timeline is being met and schedule necessary training classes and/or provide material to personnel at each facility. Below is a high level description of the steps that Praeses will perform during a transition or upgrade:

- Create a mutually agreed-upon implementation plan with new ITS provider which shall meet the SFSD's timeline objectives.
- Coordinate communication with each ITS provider surrounding the actual installation date(s).
- Obtain all call information from the current ITS provider.

- Create transition plan with current ITS provider.
- Confirm with new ITS provider all installation steps prior to installation and removal.
- Create and schedule all necessary training for transition of new system.
- Monitor and evaluate installation process and confirm completion.
- Coordinate de-installation of current system and equipment.
- Confirm with the SFSD and new ITS provider that system is installed and working correctly.
- Ensure contractual compliance of new system and new ITS provider.

IV. Praeses' Qualifications

A. Contact and Information

The Praeses contact for this RFP is Ann O'Boyle who is the Director of Correctional Services Division. Mrs. O'Boyle's contact information is as follows:

330 Marshall Street, Ste. 800
Shreveport, Louisiana 71101
Phone: (318) 424-8125 ext. 3116
Fax: (318) 213-8137
Cell: (318) 655-4804
Email: ann.oboyle@praeses.com

B. Praeses History

Headquartered in Shreveport, Louisiana, Praeses, LLC began in 1987 as an independent sales organization to serve as an aggregator of telecommunications services. Initially, Praeses' IT capabilities were developed to meet internal needs for integrating and managing millions of data records created by telephone calls from diverse sources. Praeses is a privately-held professional consulting, management, and information technology-development company employing approximately 100 domestic individuals. Praeses' clients include multiple state and local governments, small to medium size businesses, fortune 100 companies, and the United States Department of Defense. In the market of inmate telecommunications management, Praeses' clients include State Departments of Correction (DOCs), Regional/County Correctional Facilities and Private Correctional Management Organizations.

Praeses entered the inmate telecommunications management business in 1999 after 12 years of experience in the public telephone industry. Praeses' work in tracking millions of data points created from hundreds of thousands of public telephone calls led to the creation of an information system with automated analytic tools to process the large data sets created. As telecommunications use shifted away from public phones, Praeses expanded its services to supply the independent and objective compliance and consulting services described in this RFP to the correctional industry. As its involvement in inmate telecommunications management and contract compliance grew, Praeses leveraged its information technology experience and skills to create an innovative software suite for the analysis of data from the myriad of inmate telecommunications providers and management of inmate telecommunications providers. Today, Praeses' Correctional Services Division specializes in providing independent and objective

inmate telecommunications consulting, reconciliation, vendor compliance, and management services in over 215 facilities nationwide. Praeses' correctional clients include county, state, regional and private agencies ranging from 250 inmates to 65,000 inmates.

As an independent and objective management and consulting company, Praeses does not have any affiliation with any inmate telephone service provider nor does Praeses own inmate telephone equipment nor provide any inmate telephone services. This allows Praeses to deliver its professional services with total objectivity for its customers.

C. Experience in Inmate Phone Service Compliance in California

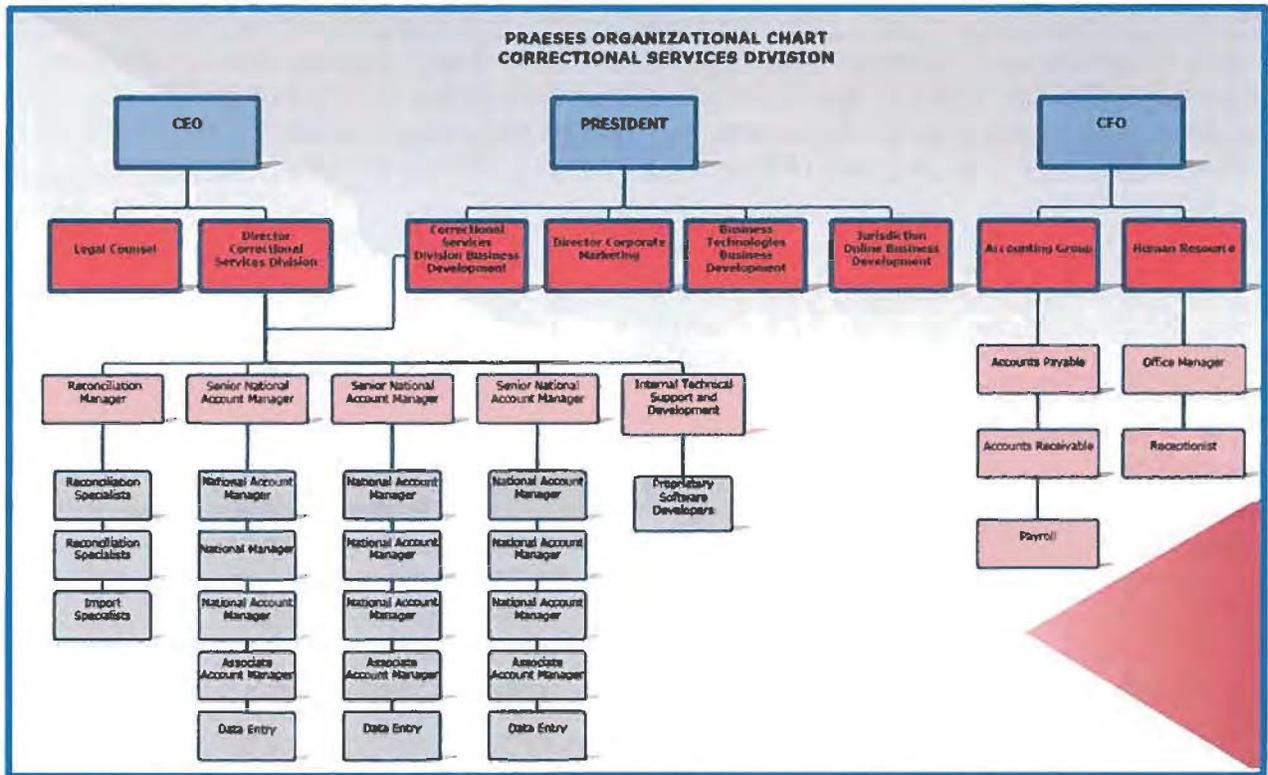
Praeses has provided inmate phone service compliance monitoring and consulting services in the State of California since the year 2004. Beginning with San Joaquin County, Praeses is now providing management services to 13 counties in California, including the City and County of San Francisco.

Praeses began providing its professional services to SFSD on May 20, 2009. The year prior to engaging Praeses SFSD received \$44,744.46 on average per month in contributions from its inmate telephone solution to its inmate welfare. In the 5 years since engaging Praeses the average per month to SFSD has been \$53,079.56 after Praeses has been compensated for its professional services. This financial accomplishment has been achieved while not increasing any rates or fees for the families of the inmates. Subsequently, SFSD has been able to contribute \$3.1 million dollars to its inmate welfare programs since engaging Praeses for the services covered by this RFP.

Praeses has worked closely with the SFSD providing inmate telecommunications management, including assisting with the preparation, release and evaluation of an RFP for an ITS provider in late 2009, and managing the ITS provider transition in the summer of 2010. Praeses also managed the technology upgrade by the current ITS provider in January of 2014. In addition, Praeses has assisted the SFSD in the following improvements:

- Proactive tracking of regulatory changes with the Federal Communications Commission (FCC) and validation of calling rates in compliance with the issued FCC Order.
- Implementation of PINS to correlate inmates to the calls that they place.
- Development of streamlined processes to ensure all inmate telephone issues are reported, researched and resolved timely.
- Upon review of new features developed by the incumbent ITS vendor, Praeses negotiated a transition to a new ITS during the same contract; SFSD is on the latest version of the ITS and remains current with industry developments.

D. Organizational Chart



V. Team Qualifications

A. Key Personnel Table

Name Job Title	Role in Project for SFSD
Frank M. Auer CEO, Praeses	Legal/Corporate Counsel
Ann O'Boyle, Director, Correctional Services Division	Subject Matter Expert, Escalation Point of Contact
Rebecca Moltz-Landers, National Accounts Manager	National Account Manager and Single Point of Contact
Lesli Cassidey, Reconciliation Specialist	Reconciliation Specialist
Zac Kleinpeter, Senior Software Developer	Developer for Customized Systems and Reports
Kathy Justus, Senior Import Specialist	Import Specialist

B. Staffing Plan

Position Title	Position Duties	Minimum Level of Experience Required	Education Required	Filled	FTE Equivalent	Proposed Hourly Rate of Pay*
Legal/Corporate Counsel	<ul style="list-style-type: none"> Develops and updates non-disclosure and confidentiality agreements. Assists in the review of corrections industry regulations, tariff evaluations and related specifications. Serves as counsel overseeing contracts for all Praeses Divisions including drafting, reviewing and negotiations. Attains deep industry knowledge and special business practices to provide recommendations management level staff within Praeses. 	10 years of equivalent work experience	Juris Doctorate	YES	10% FTE	\$ ----
Subject Matter Expert, Escalation Point of Contact	<ul style="list-style-type: none"> Serves as Director of Correctional Services Division and oversees all operational Division activities and employees. Participates in regular onsite meetings with clients across the country and attends all major correctional conferences every year allowing Praeses to remain at the 	8 years of equivalent work experience	Bachelor's Degree	YES	25% FTE	\$ ----

	<p>forefront of the inmate telecom industry.</p> <ul style="list-style-type: none"> • Knowledge and experience in reviewing inmate services such as commissary, inmate banking, video visitation, electronic messaging, automated deposits of funds, etc. 					
Account Manager and Single Point of Contact	<ul style="list-style-type: none"> • Single point of contact between a client and the client's service provider, including years of experience with a variety of facility and client types. • Conducts regular onsite meetings and presentations with clients to evaluate each facility's inmate telephone and ancillary services environment. • Receives daily service/trouble issues from each client facility and coordinates timely resolution with the service provider. • Tracks and monitors monthly traffic, revenue and commissions received from a service provider. • Detects, investigates and presents identified anomalies during ongoing reconciliation processes. • Evaluates traffic and usage trends and fluctuations. • Maintains accurate inventory of the equipment at each client's facility. • Coordinates and oversees the installation and/or removal of provider equipment and services. 	2 years of equivalent work experience	Bachelor's Degree. Five years of progressive experience in inmate telecommunications Management is considered equivalent to a Bachelor's Degree	YES	75% FTE	\$ ----
Reconciliation Specialist	<ul style="list-style-type: none"> • Develops, implements and monitors reconciliation processes and procedures. • Critically reconciles data to understand the interconnectivity between the data, the operational processes of the inmate telephone service providers and their contractual obligations to clients. • Analyzes and documents a variety of data patterns and unique processes. • Presents discrepancies to the inmate telephone providers for review and works to achieve resolution, while maintaining a working relationship with all major and multiple emerging inmate telephone service providers. 	5 years of equivalent work experience	Bachelor's Degree. Five years of progressive experience in inmate telecommunications Management is considered equivalent to a Bachelor's Degree	YES	50% FTE	\$ ----
Developer for Customized Reports	<ul style="list-style-type: none"> • Assists in the deployment of complex solutions and customized processes for the Account 	5 years of equivalent work experience	Bachelor of Science-Computer Science and 5 years of experience in	YES	25% FTE	\$ ----

	<p>Management and Reconciliation Teams.</p> <ul style="list-style-type: none"> Assists the Correctional Services Division in optimizing workflows and creating automation. Created ad-hoc report generator allowing the application user to create various types of reports without IT assistance. Creates complex customized reports as needed 		web-based architecture and development			
Import Specialist	<ul style="list-style-type: none"> Supervises all importing, accuracy, completeness, and timeliness of data received for numerous clients and from numerous inmate telephone service providers. Works proactively with Account Managers to help validate monthly traffic reports and commission payments. Tracks and reconciles monthly commission shortages and overages associated with payments and traffic detail reports 	5 years of equivalent work experience	Bachelor's degree or equivalent. A High School diploma and four years of experience data importing and management is considered equivalent to a Bachelor's degree	YES	20% FTE	\$ ---

* Praeses' fee proposal (provided in a sealed envelope) is inclusive of all listed key personnel and its comprehensive consulting, management and reconciliation services described herein. Further the FTE-equivalent percentages specified above shall fluctuate up or down based on the type of services required by the SFSD throughout the agreement.

VI. Praeses' References

Reference I

Client Name:	Stanislaus County Sheriff's Department Modesto, California
Project Name:	Inmate Telephone Management, Consulting and Reconciliation
Client Contact:	Name: Lt. Lloyd Phone Number (209) 525-5629 Email Address: rlloyd@stanislaussheriff.com
ADP	1,130
Annual Commissions Managed	Approximately \$670,000.00
Project Scope and Tasks:	Day to day management of inmate telephone environment, reconciliation of rates, fees, calling activity and commissions and consulting services including assistance through any inmate telephone RFP or contract renegotiation.

Reference II

Client Name:	Blue Ridge Regional Jail Authority Lynchburg, Virginia
Project Name:	Inmate Telephone Management, Consulting and Reconciliation
Client Contact:	Name: Tim Trent Phone Number (434) 841-3100 Email Address ttrent@brrja.state.va.us
ADP	1,230
Annual Commissions Managed	Approximately \$750,000.00
Project Scope and Tasks:	Day to day management of inmate telephone environment, reconciliation of rates, fees, calling activity and commissions and consulting services including assistance through any inmate telephone RFP or contract renegotiation.

Reference III

Client Name:	Santa Barbara County Sheriff's Department Santa Barbara, California
Project Name:	Inmate Telephone Management, Consulting and Reconciliation
Client Contact:	Name: Cathy Dorsey Phone Number (805) 681-4311 Email Address: cmd0855@sbsheriff.org
ADP:	840
Contract Value:	Approximately \$700,000.00
Project Scope and Tasks:	Day to day management of inmate telephone environment, reconciliation of rates, fees, calling activity and commissions and consulting services including assistance through any inmate telephone RFP or contract renegotiation.

VII. Attachment 1 –Addenda

City and County of San Francisco

OFFICE OF THE SHERIFF



Ross Mirkarimi
SHERIFF

(415) 354-7225

April 29, 2014

BID ADDENDUM NO. 1
Request for Proposal No. SHF2014-07
Inmate Telephone Service Compliance Monitor

TO: ALL Proposers:

The following questions have been submitted via correspondence:

1. **Question: Section II.C.3, Page 5: On the "Proposed Hourly Rate of Pay" column in the table/format, does the Proposer put how much each person in each Position Title is paid by the Proposer, or how much the charge is for each Position Title that goes towards the overall/aggregate proposed fee?**

Answer: The "Proposed Hourly Rate of Pay" is the amount the Proposer pays each person in each Position Title.

2. **Request for Written Modification or Clarification: Section IV.A. Minimum Qualifications - This section indicates that "Proposers must have a minimum of five years' experience performing the services described in the scope of work in an inmate setting." Please modify and/or clarify that this requirement would apply to the actual key principal(s) of the company/Proposer and key personnel of the company/Proposer assigned to the project or contract. The company itself incorporated in 2013, but the key principal(s) of the company, and the key personnel assigned and dedicated to the project or contract have a minimum of five years' experience in their given field, expertise, or job function as described in the scope of work in an inmate setting.**

Answer: The City of San Francisco requires in their Minimum Qualifications that the proposing Company have successfully performed the services detailed in RFP SHF2014-07, Section II. Scope of Work, for a minimum of five (5) years. In Section C.6. References, the proposing Company must provide a reference of at least one project similar in size and scope to the Scope of Work described in RFP SHF2014-07. The City may contact the references to validate experiences.

ROOM 456, CITY HALL • 1 DR. CARLTON B GOODLETT PLACE • SAN FRANCISCO, CA 94102
EMAIL: ssheriff@ci.sf.ca.us • FAX: (415) 354-7050

3. **Question:** Can you post on the website, or send us a copy of the RFP in a Word document file?

Answer: A copy of RFP SHF2014-07 in MS Word is posted to the City's Website at <http://sfgov.org>. Select "Agencies" and scroll down and select "Purchasing". At the Purchasing (OCA) website select Bids and Contract Database. At the top of the page at View Mode, place the dot beside "View a list of all Bids Combined". Scroll down and select RFP SHF2014-07.

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit this Bid Addendum signed and dated in a separate sealed envelope stating the request for proposal number and due date.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgment of receipt:

 5/8/14

Signature Date

Kempton L. Schwab, Prases

Print Name and Company Name

VIII. Attachment 2 – Required Forms

BUSINESS REGISTRATION CERTIFICATE				RENEW BY DATE	EXPIRATION DATE
FY 2013-14	CERTIFICATE	LOC	CLASS	05-31-2014	06-30-2014
	485124	999	07	CLASSIFICATION DESCRIPTION	
	BUSINESS NAME (DBA)			OTHER BUSINESSES	
	PRAESES LLC			BUSINESS LOCATION	
OWNERSHIP			TAXPAYER SIGNATURE		
PRAESES LLC			330 MARSHALL ST 800		

PRAESES LLC
330 MARSHALL ST #800
SHREVEPORT LA 71101-

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE TREASURER & TAX COLLECTOR


José Cisneros
Treasurer


David Augustine
Tax Collector

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

Read reverse side. To update addresses or to close a business, notify the Tax Collector online at <https://etaxstatement.sfgov.org/AccountUpdate/>

Form W-9
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Prases LLC

Business name (disregarded entity name, if different from above)

Check appropriate box for federal tax classification:
 Individual sole proprietor Corporation S Corporation Partnership Trust/estate
 United liability company. Enter the tax classification (C-C corporation, S-S corporation, Partnership) > \$

Other (see instructions) >

Exemption (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
330 Marshall Street, Suite 600
 City, state, and ZIP code
Shreveport, LA 71101

Requester's name and address (optional)
 List separate numbers here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" (in order to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidance on whose number to enter.

Social security number
 _____ - _____ - _____

Employer identification number
 20 - 8083840

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > *Lynn E. Prades* Date > **22 NOV 13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trust or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Notes. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Business Tax Declaration

Please indicate "Yes" or "No" by marking the boxes on items 1-8, based on your company's situation as of now, whether a contract is signed or not. If any answers would change for your company if awarded a bid that is pending, see the last paragraph in this column*.

Do you conduct business in San Francisco?

- | Yes | No | Does the business entity currently... |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. ...maintain a fixed place of business within San Francisco? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. ...exercise corporate or franchise powers within San Francisco? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. ...own or lease real property within San Francisco for business purposes? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. ...regularly maintain a stock of tangible personal property for sale in San Francisco? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. ...employ or loan capital on property within San Francisco? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. ...solicit business within San Francisco for all or part of any seven days during one fiscal year? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. ...perform work or render services within San Francisco for all or part of any seven days during one fiscal year? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. ...utilize the street within San Francisco in connection with the operation of motor vehicles for business purposes for all or part of any seven days during one fiscal year? |

- If you indicated "Yes" to any of items 1-8, you must complete items 9-15 in this Declaration and must register immediately.
- If you answered "No" to all items 1-8, ordinarily you are not conducting business in San Francisco. In this case, you need not register with the Tax Collector and may omit items 9-15, but you must sign and return this Declaration, which is subject to review by the Tax Collector.

* If the awarding of a bid would cause any of the responses to items 1-8 to change to "Yes," indicate those item numbers here:
 1 2 3 4 5 6 7 8

If awarded a bid, an application for a Business Registration Certificate must be submitted within 15 days of the effective date.

Tax-exempt Entities, Banks, Insurance Companies, Others

If you answer "Yes" to any of items 9-12, you still need to register but need not pay the registration fee. To register, you must submit proof of tax-exempt status to the Tax Collector, with other forms. For non-profit entities, proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code.

- | Yes | No | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. This is a non-profit, tax-exempt entity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. This entity is a bank or an insurance company. If "Yes," indicate your type of business: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11. This entity is a skilled nursing facility licensed under Title 22, CA Admin. Code, Div. 5. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. Other Exemptions: See San Francisco Business and Tax Regulations Code Article 12A, Section 906(d) to (f), available online at: www.sfgov.org/BTRcode |

Applying for a Business Registration Certificate

If you answered "Yes" to any of items 1-8, check item 13, 14, or 15 and complete any applicable blocks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for OCA to reject the bid.

- 13. This entity has registered with the Tax Collector and is assigned Certificate Number: _____ (6 digits, e.g., "123456").
- 14. This entity applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on _____ (mm-dd-yyyy).
 The application is pending.
 (NOTE: Completing this Declaration is not the same as applying for a Business Registration Certificate.)
- 15. This entity needs to register and will do so immediately.

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector. I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of November, 2013, at Shreveport, Louisiana
(City) (State)

Praces, LLC
 Name of company (please print)

330 Marshall Street, Suite 800
 City vendor number (see reverse for how to obtain one)

Shreveport, LA 71101
 Mailing address

LA
 City, State, ZIP

Scott J. Auer
 Signature

Scott J. Auer
 Name of person signing

(318) 424-8125
 Telephone

20-8083840
 Federal Employer Identification Number (FEIN)

Routing:

- Please fax this P-25 form to (415) 554-6207, or you may mail it to Treasurer & Tax Collector, City Hall, Room 140, #1 Carlton B (Goodell) Place, San Francisco, CA 94102-4696 or email it to tax.VendorAccounts@sfgov.org
- If you are registering, obtain an application from the Tax Collector's website (<http://sfgov.org/tax/businessforms>) include this form
- If you submitted this form previously and if your business tax status has not changed, discard this form.

Questions: ... regarding how to apply for a certificate, call the Tax Collector at (415) 554-6718 or (415) 554-4400.



**CITY AND COUNTY OF SAN FRANCISCO
 CONTRACT MONITORING DIVISION**

**S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C
 DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS
 (CMD-12B-101)**

► Section 1. Vendor Information

Name of Company: Præses, LLC
 Name of Company Contact Person: Scott J. Auer
 Phone: (318) 424-8125 Ext.: 3129 Fax: (318) 213-8137
 E-mail Address: scott.auer@praeses.com
 Vendor Number (if known): _____
 Federal ID or Social Security Number: 20-8083840
 Approximate Number of Employees in the U.S.: 85

DATE & TIME RECEIVED BY CMD (FOR CMD USE ONLY)

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No
 Union name(s): n/a

► Section 2. Compliance Questions

Question 1. Nondiscrimination – Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? *Please note: a "YES" answer is required for compliance. Please answer yes or no to each category.*

- | | | | |
|-------------------|---|--|---|
| • Race | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Sex | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Color | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Sexual orientation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Creed | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Gender identity (transgender status) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Religion | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Domestic partner status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • National origin | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Marital status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Ancestry | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Disability | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Age | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • AIDS/HIV status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| • Height | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Weight | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? *Please note: you must answer this question even if you do not intend to enter into any subcontracts*
 Yes No

Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 Yes No
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 Yes No

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

*The term "Domestic Partner" includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admn. Code Ch. 12B 1(c).

If you answered "NO" to both Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C.

(OVER)

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
• Health Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dental Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vision Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Retirement (Pension, 401(k), etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Dependent Life Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can't offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (CMD-12B-102) with all necessary attachments, and have your application approved by the Contract Monitoring Division. For more information, see Rules of Procedure section II B or contact the CMD.

► Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION

to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a letter from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Equal Benefits Documentation Guide at <http://efbaa.org/modules/showdocument.aspx?documentid=95690> or contact the CMD.

Have you submitted supporting documentation for each benefit offered? Yes No

► Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 11 day of November, in the year 2013, at Shreveport, LA
 (City) (State)
330 Marshal Street, Suite 800
 Mailing Address
Shreveport, LA 71101
 City, State, Zip Code

Scott J. Auer
 Signature
Scott J. Auer
 Name of Signatory (please print)
CFO
 Title

→ Submit this form and supporting documentation to: Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-8020, or to CMD.EqualBenefits@sf.gov or to the City department that sent it to you if the department so requests.

✓ Resource Materials and additional copies of this form may be found at: www.sf.gov/CMD.

☑ For assistance please contact the Contract Monitoring Division at 415-581-2310

IX. Attachment 3 – Examples of Reconciliation Documents



ID	Facility	Destination Number	Traffic Period	Call Start	Call End	Bill Type	Call Type	Calculated Call Type	Minutes of Use	Vendor Charges	Prases Re-Rate Charges	Revenue Difference	Comments
RATING DISCREPANCIES													
CUSTOMER NAME/FACILITY NAME													
TRAFFIC PERIOD OF 201106 - 201112													
821521902	CUSTOMER	XXXXXXXXXXXX	201110	10/17/2011 17:10		Pre-Paid Collect	Local	Intrastate	6	\$ 1.30	\$ 3.45	\$ 2.15	Vendor rated call as a Local call instead of Intrastate/Intrastate call resulting in incorrect revenue and commissions
874232506	CUSTOMER	XXXXXXXXXXXX	201112	12/4/2011 14:34		Pre-Paid Collect	Local	Intrastate	6	\$ 1.30	\$ 3.45	\$ 2.15	Vendor rated call as a Local call instead of Intrastate/Intrastate call resulting in incorrect revenue and commissions
765643015	CUSTOMER	XXXXXXXXXXXX	201107	7/17/2011 14:36		Pre-Paid Collect	Local	Intrastate	6	\$ 1.30	\$ 3.45	\$ 2.15	Vendor rated call as a Local call instead of Intrastate/Intrastate call resulting in incorrect revenue and commissions
821491972	CUSTOMER	XXXXXXXXXXXX	201110	10/7/2011 18:20		Pre-Paid Collect	Local	Intrastate	6	\$ 1.30	\$ 3.45	\$ 2.15	Vendor rated call as a Local call instead of Intrastate/Intrastate call resulting in incorrect revenue and commissions
821499386	CUSTOMER	XXXXXXXXXXXX	201110	10/9/2011 20:07		Pre-Paid Collect	Local	Intrastate	6	\$ 1.30	\$ 3.45	\$ 2.15	Vendor rated call as a Local call instead of Intrastate/Intrastate call resulting in incorrect revenue and commissions
											Total:	\$ 10.75	
											Commission Rate:	50%	
											Commissions Due:	\$ 5.38	



BILL TYPE PERCENTAGE BREAKDOWN
CUSTOMER NAME/FACILITY NAME
TRAFFIC PERIOD OF 201x0x

Customer and Facility	Traffic Period	Collect Calls	Debit Calls	Pre-Paid Calling Card Calls	International Collect Calls	Free Calls	Crime Voicemail Lines	Third Party IVR Calls	Visitation Calls
FACILITY #1	201206	32.36%	40.70%	0.00%	0.00%	19.51%	0.00%	7.43%	0.00%
FACILITY #2	201206	91.06%	0.00%	8.67%	0.00%	0.26%	0.01%	0.00%	0.00%
FACILITY #3	201206	31.00%	0.00%	37.99%	0.00%	0.12%	14.14%	16.75%	0.00%
FACILITY #4	201206	27.08%	53.79%	0.00%	0.00%	18.30%	0.83%	0.01%	0.00%
FACILITY #5	201206	61.05%	0.00%	35.05%	0.00%	2.84%	0.00%	1.06%	0.00%
FACILITY #6	201206	34.10%	64.55%	0.00%	0.00%	0.00%	0.94%	0.00%	0.00%
FACILITY #7	201206	98.75%	0.00%	0.00%	0.00%	0.76%	0.49%	0.00%	0.00%
FACILITY #8	201206	33.64%	43.16%	21.88%	0.00%	0.81%	0.00%	0.51%	0.00%
FACILITY #9	201206	99.97%	0.00%	0.00%	0.00%	0.00%	0.03%	0.00%	0.00%
FACILITY #10	201206	26.08%	0.00%	34.42%	0.00%	8.49%	0.00%	31.00%	0.00%
FACILITY #11	201206	41.72%	0.00%	54.51%	0.00%	3.76%	0.00%	0.01%	0.00%
FACILITY #12	201206	65.96%	34.04%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
FACILITY #13	201206	80.40%	14.95%	0.00%	0.00%	0.00%	0.00%	0.73%	0.00%
FACILITY #14	201206	96.51%	0.00%	2.30%	0.00%	1.11%	0.05%	0.02%	0.00%
FACILITY #15	201206	87.70%	0.00%	4.16%	0.00%	7.36%	0.00%	0.77%	0.00%
FACILITY #16	201206	16.64%	0.00%	23.57%	33.52%	11.45%	5.57%	9.25%	0.00%
FACILITY #17	201206	26.60%	0.00%	36.11%	0.00%	14.98%	0.00%	22.31%	0.00%
FACILITY #18	201206	47.19%	0.00%	26.39%	0.00%	25.50%	0.00%	0.00%	0.92%
FACILITY #19	201206	22.14%	0.00%	35.76%	0.00%	1.65%	0.64%	30.82%	0.00%
FACILITY #20	201206	20.67%	13.19%	0.01%	0.00%	18.37%	0.00%	47.00%	0.00%
FACILITY #21	201206	49.16%	0.00%	0.00%	0.00%	50.87%	0.00%	0.00%	0.00%
FACILITY #22	201206	67.22%	0.00%	0.00%	0.00%	21.59%	0.00%	0.03%	0.67%
FACILITY #23	201206	26.95%	0.00%	57.98%	0.00%	2.55%	0.00%	7.77%	3.88%
FACILITY #24	201206	44.91%	0.00%	20.68%	0.00%	1.19%	0.15%	13.27%	1.57%



**CALL TYPE PERCENTAGE BREAKDOWN
 CUSTOMER NAME/FACILITY NAME
 TRAFFIC PERIOD OF 201206**

Customer and Facility	Traffic Period	Local Calls	Intralata Intrastrate Calls	Intralata Interstate Calls	Interlata Intrastrate Calls	Interlata Interstate Calls	International Calls
FACILITY #1	201206	86.68%	8.51%	0.00%	1.32%	3.49%	0.00%
FACILITY #2	201206	91.73%	4.57%	0.00%	0.61%	3.09%	0.00%
FACILITY #3	201206	42.54%	29.65%	0.12%	12.95%	14.72%	0.03%
FACILITY #4	201201	70.64%	13.72%	0.11%	8.56%	6.94%	0.04%
FACILITY #5	201202	70.19%	14.62%	0.01%	8.58%	6.53%	0.07%
FACILITY #6	201203	71.28%	14.95%	0.01%	7.97%	5.72%	0.08%
FACILITY #7	201204	75.11%	13.72%	0.00%	5.55%	5.52%	0.09%
FACILITY #8	201205	72.71%	14.37%	0.00%	6.95%	5.90%	0.08%
FACILITY #9	201206	73.71%	14.20%	0.00%	5.52%	6.57%	0.00%
FACILITY #10	201206	15.30%	8.27%	0.00%	59.38%	17.04%	0.01%
FACILITY #11	201206	2.86%	33.48%	0.00%	40.93%	6.88%	15.85%
FACILITY #12	201206	11.34%	20.58%	0.00%	13.12%	18.78%	36.17%
FACILITY #13	201206	5.07%	4.79%	0.00%	0.02%	68.95%	21.18%
FACILITY #14	201206	93.94%	0.00%	2.89%	0.01%	2.41%	0.75%
FACILITY #15	201201	2.85%	21.65%	0.02%	6.81%	33.05%	35.62%
FACILITY #16	201202	3.52%	23.58%	0.01%	6.69%	33.66%	32.55%
FACILITY #17	201203	2.63%	22.11%	0.02%	6.36%	33.53%	35.36%
FACILITY #18	201204	3.37%	21.46%	0.01%	6.25%	31.77%	37.14%
FACILITY #19	201205	3.31%	20.45%	0.00%	6.00%	22.08%	26.24%
FACILITY #20	201201	36.99%	14.92%	23.89%	8.15%	3.47%	55%
FACILITY #21	201202	35.72%	14.93%	21%	9.36%	2.6%	16%
FACILITY #22	201203	31.42%	18.87%	25.2%	9.24%	3.18%	05%
FACILITY #23	201204	33.58%	17.07%	24.6%	16.30%	2.61%	22%

SAMPLE



330 Marshall Street, 8th Floor | Shreveport, LA 71101 | Telephone: (800) 333-8856

MONTHLY FACILITY SUMMARY REPORT

SAN FRANCISCO SHERIFF'S DEPARTMENT

Traffic Period: July 2013

Remittance Date: September 15, 2013

FACILITY	COLLECT	PRE-PAID COLLECT	PRE-PAID CARDS	Calls	Revenue	Commission	TOTAL	Adjustments	Legal Fees	Commission Due
San Francisco County Jail #1	70	\$396.56	317	\$1,510.93	367	\$1,907.49	\$1,144.99	(\$0.01)	(\$120.97)	\$1,023.92
San Francisco County Jail #2	541	\$2,026.09	2,307	\$9,929.79	4,601	\$16,386.31	\$9,831.76	\$0.01	(\$1,039.22)	\$8,792.57
San Francisco County Jail #3	614	\$2,293.50	2,762	\$11,774.64	4,977	\$18,227.07	\$10,936.24	-	(\$1,155.96)	\$9,780.28
San Francisco County Jail #4	593	\$2,164.85	3,413	\$15,326.28	6,167	\$24,172.33	\$1,509.63	0.01	(\$33.67)	\$12,975.97
San Francisco County Jail #5	616	\$2,405.19	6,919	\$30,058.93	13,607	\$49,650.66	\$29,333.33	-	(\$97.42)	\$28,206.46
TOTALS:	2,434	\$9,285.18	15,718	\$68,508.68	30,269	\$56,543.45	\$35,726.03	0.01	(\$1,257.28)	\$24,078.80

Attachment 5

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-8

Urgent

Routine

SHERIFF

AGENDA DATE September 13, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract with Praeses, LLC for Inmate Telecommunications Management

STAFF RECOMMENDATIONS:

1. Approve a sole source contract with Praeses, LLC for Inmate Telecommunications Management.
2. Authorize the General Services Agency (GSA) Director/Purchasing Agent to execute the agreement and any subsequent amendments to the agreement on behalf of the County during the term of the agreement.

FISCAL IMPACT:

The Sheriff's Inmate Welfare Fund, an enterprise fund not relying on any contributions from the County General Fund, receives monthly revenue generated from an inmate telephone system currently provided by Global Tel*Link. Praeses, LLC specializes in partnering with correctional facilities to provide inmate telecommunications management thereby optimizing end user rates, ensuring ideal commission income, and enhancing technology. Praeses will reconcile the revenue reports provided by Global Tel*Link, collect any additional revenue due and forward all amounts to the Sheriff's Inmate Welfare Fund. A 10.56%
(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-524

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

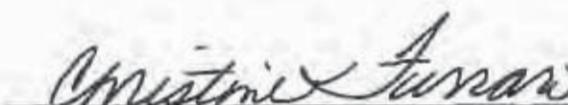
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Contract with Praeses, LLC for Inmate Telecommunications Management

FISCAL IMPACT: (continued from page 1)

commission will be deducted from the total monthly revenue and benefits collected. Praeses will also conduct a one-time historical reconciliation of call detail records and charge a fee of 25% of any unpaid compensation discovered and paid by the current phone system provider. All costs and fees are deducted from revenue collections within the Inmate Welfare Fund - no General Fund contribution is required.

DISCUSSION:

On January 29, 2008, the Board of Supervisors authorized the Sheriff to contract with Global Tel*Link for Inmate Telephone Equipment and Related Services. The existing phones were replaced with an upgraded system generating revenue based on tracking call volume, total minutes of use, type and distance of call. The Inmate Welfare Fund receives 54% of the revenue generated and initial estimates of commission payments were forecast at \$687,000 annually. Total revenue for fiscal year 2008-2009 was \$414,139, fiscal year 2009-2010 recorded \$350,615 and \$290,901 was received in 2010-2011.

Praeses, LLC will provide a single point of contact to manage daily communication issues within the jail facilities. Praeses will validate the commissions paid to the Sheriff's Department by performing a monthly reconciliation of the call detail records, calling rates, billing fines and commission and traffic reports to validate the accuracy of the information received from the vendor. Praeses will utilize state of the art, internally developed, proprietary software and proven methods in their evaluation process. Additionally Praeses will increase the usage output of the telecommunications environment to maximize the revenue to the jail facilities. The Praeses account manager will work directly with the Sheriff's facility to manage and coordinate day to day issues, including, but not limited to:

- End user issues
- Repair/service issues
- Coordination and follow up of on-site technician
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Implementation of new equipment/features
- Vendor issues
- Reporting and commissioning
- Inventory management

In addition to the monthly reconciliation mentioned above, Praeses will also conduct an initial historical reconciliation to validate that the Inmate Welfare division has received the proper amount of commissions earned to date. As a point of reference Praeses has identified and collected over \$8.5 million in earned but unpaid funds on behalf of its clients. The following counties in California currently contract with Praeses: Alameda, Santa Cruz, Placer, Santa

Approval of a Contract with Praeses, LLC for Inmate Telecommunications Management

Barbara, Monterey, Tulare, San Joaquin, San Francisco, and Sacramento. An informal telephone survey of these counties by the Sheriff's Department returned a very favorable and satisfied response.

Through market research, Praeses will keep the Sheriff's Department informed of new developments in the inmate telecommunication industry relative to technology, commissions, rates, and legislation. Praeses will also make strategic recommendations based on what is happening in their more than 130 managed facilities. If they find an anomaly or develop a strategy that improves the inmate telecommunications environment at a particular site, they will advise the Sheriff's Department.

Praeses is considered a sole source provider - the Sheriff's Department is not aware of any other company in the United States who does what they do. The Sheriff's Office also worked with the Purchasing Department to determine that a negotiated contract was a better option than pursuing the Request for Proposal process.

POLICY ISSUE:

Approval of this contract supports the Board's priorities of Efficient Delivery of Public Services and A Safe Community.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Brenda Suarez, Lieutenant 525-5637

CSH# #1

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Praeses, LLC ("Consultant"), as of September 13, 2011 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving inmate telecommunications consulting, management, and reconciliation; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in

Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant will provide monthly revenue reporting to County in a format approved by County. The Consultant will modify or revise the reporting formats as requested by County and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by the Consultant to COUNTY along with the monthly reports. The Consultant will remit to County on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All reports and remittances for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 This Agreement shall commence on the Effective Date and expire three (3) years from the delivery of the initial monthly revenue report to County and will automatically renew for consecutive two (2) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the Louisiana law. In signing this contract, the Consultant certifies that it is insured against liability for workmen's compensation and that the Consultant will comply with Louisiana law regarding Worker' Compensation before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of

the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

- (a) Consultant shall not be responsible for liability caused by the

presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County, except as expressly provided elsewhere in this agreement and Exhibits A and B. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibits A and B, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages,

working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate

in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Fair Employment and Housing Act (Government Code sections 12900 et seq.); the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the Louisiana law or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Stanislaus County Sheriff's Department
424 East Hackett Road
Modesto, CA 95358
Attn: Lieutenant Brenda Suarez

To Consultant: Praeses, LLC
330 Marshall St, Suite 800
Shreveport, LA 71101
Attn: Ann O'Boyle, Senior Account Manager
CC: Lynn Boudreaux, Corporate Counsel

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

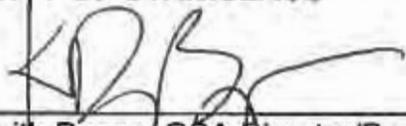
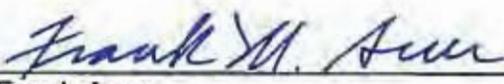
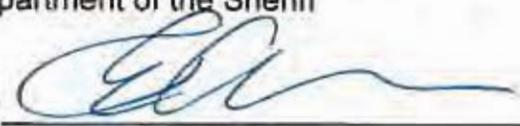
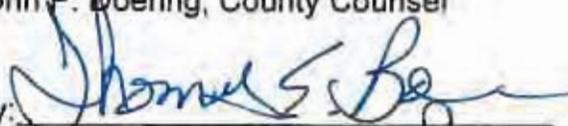
Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California, except with respect to any employment issues, which shall be governed by Louisiana law. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS</p> <p>By:  Keith Boggs, GSA Director/Purchasing Agent</p> <p style="text-align: center;">"County"</p> <p>Approved: BOS Resolution 2011-524</p>	<p>PRAESES</p> <p>By:  Frank Auer Chief Executive Officer</p> <p style="text-align: center;">"Consultant"</p>
<p>APPROVED AS TO CONTENT: Department of the Sheriff</p> <p>By:  Adam Christianson Sheriff-Coroner</p>	
<p>APPROVED AS TO FORM: John P. Doering, County Counsel</p> <p>By:  Dean Wright, Deputy County Counsel</p>	

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EXHIBIT A

A. COMPENSATION AND REPORTING

COUNTY shall pay CONSULTANT 10.56% of the total monies and benefits (signing bonuses, technology grants, etc) paid by the Inmate Telecommunication Service Providers ("ITSP") to COUNTY.

COUNTY shall pay CONSULTANT a rate of 25% of all historical reconciliation compensation paid to COUNTY. CONSULTANT will act as the COUNTY's agent during the collection of the historical reconciliation compensation. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due COUNTY but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due the COUNTY.

If COUNTY chooses to utilize CONSULTANT'S Optional Services as defined in Paragraph D of Exhibit A under this Agreement, COUNTY and COUNSULTANT shall mutually agree upon a management fee structure for the requested Optional Services.

CONSULTANT will provide monthly revenue reporting to COUNTY in a format approved by COUNTY. COUNSULTANT will modify or revise the reporting formats as requested by COUNTY and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by CONSULTANT to COUNTY along with the monthly reports. COUNSULTANT will remit to COUNTY on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$150,000.00 per year, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement. This does not include Optional Service Compensation.

B. SCOPE OF SERVICES

CONSULTANT shall provide the following services:

A. MANAGEMENT

Day-to-Day Management Services

- CONSULTANT will provide COUNTY with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each COUNTY facility to manage and coordinate day to day issues, including, but not limited to:
 - End-user requests/ issues
 - Repair/service issues
 - Coordination of on-site technicians
 - System upgrades/maintenance
 - Investigative reports
 - Blocked numbers
 - Coordination of new installation of equipment/ features
 - Maintenance of inventory (phones, rate plans, commission structures, equipment)
 - Verification of "free" phone numbers
 - Telephone removals and relocations
 - Vendor issues
 - Reporting and commissions

Vendor Compliance Services

- Work with ITSP and COUNTY to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and COUNTY to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

B. CONSULTING AND MARKET INTELLIGENCE

CONSULTANT will conduct in-depth requirements gathering and site surveys to understand COUNTY's unique needs and requirements affecting its inmate communications environment. CONSULTANT will consult with COUNTY to:

- Advise COUNTY of new technologies, regulations and industry trends.
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at COUNTY'S sole option, RFP creation, Vendor RFP response summaries, contract negotiations and Vendor/equipment transitions.

C. RECONCILIATION

The reconciliation services to be provided by CONSULTANT include:

- Evaluate the accuracy of calling rates, revenues and commissions.
- Work at the discretion of COUNTY to collect any earned but unpaid monies.
- Utilize proprietary methods to detect errors and identify trends and anomalies.
- Work at the discretion of the COUNTY to conduct a historical reconciliation in which CONSULTANT will reconcile all records for the life of the current contract to validate that COUNTY has been paid what it earned from its inmate telephone contract.

COUNTY'S responsibilities:

A. COUNTY shall promptly execute the Letter of Agency (Exhibit B) designating CONSULTANT as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") or Optional Services described herein.

B. COUNTY shall provide CONSULTANT, to the extent possible, with COUNTY records to assist CONSULTANT in providing the Scope of Services and Optional Services. Such information will include but not be limited to:

- Number of inmate telephones at each COUNTY facility;
- Average Daily Population and number of beds at each COUNTY facility;
- Numbers of phones located in COUNTY Facilities and used by inmates;
- Copies of current Vendor contracts and any amendments;
- Information about the ITSP at each COUNTY facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each COUNTY facility for the 18 month period prior to CONSULTANT's management; and
- Any other information pertinent to CONSULTANT's management of the ITS.

C. COUNTY shall provide CONSULTANT reasonable access to COUNTY facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the ITS quality. COUNTY shall also provide authorization for remote access (approved user level) from ITSP.

D. COUNTY shall assist CONSULTANT with obtaining data from ITSP if and/or when ITSP declines to give the requested data to CONSULTANT.



Stanislaus County Sheriff's Department

ADAM CHRISTIANSON
SHERIFF-CORONER

LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

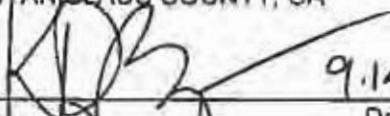
The undersigned appoints Praeses, LLC as Agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned County, including but not limited to, system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports and any and all other data and reports that are deemed necessary by County for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated and/or managed by the undersigned.

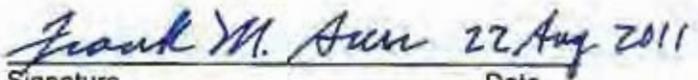
You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

County: STANISLAUS COUNTY, CA

Agent: PRAESES, LLC


Signature _____ Date 9.14.11


Signature _____ Date 22 Aug 2011

KEITH D. BOBB
Name (Print or Type) _____

FRANK M. AUER
Name (Print or Type) _____

County Purchasing Agent
Title _____

CEO/MSR
Title _____

1010 10th St., Suite 5400
71101, County's Address _____
Modesto, CA 95354

330 Marshall Street, 8th Floor, Shreveport, LA
Agent's Address _____

County's Telephone #
209-525-7640

(318) 424-8125
Agent's Telephone # _____

Partnering with correctional facilities to optimize end user rates, ensure ideal commission income, and enhance technology.



Inmate Telecommunications Management, part of the trusted information management services offered by Praeses, provides a comprehensive approach to managing your inmate telecommunications environment. Founded in 1987, Praeses has been involved with the correctional marketplace for over a decade.

Our services include day-to-day management, consulting, reconciliation, and market intelligence. Each of these services work symbiotically to ensure our clients have access to all relevant data and are informed of opportunities to ensure the best possible decisions are made and implemented for their correctional environment.

Because we have no allegiance to any vendor, the Praeses Inmate Telecommunications Management group can offer independent and objective management and consulting to help you meet the needs of your correctional facilities. Currently over 130 correctional facilities in the United States utilize Praeses' Inmate Telecommunications Management services in their telecommunications environment.

Whether it is through our proprietary processes of creating a customized RFP, evaluating vendor proposals, negotiating and implementing new contracts, or decreasing the impact of a legislative decision on your revenues, Praeses' clients remain informed and are subsequently able to make decisions about adjusting to the ever-changing marketplace with no additional burden.

Services

- *Consulting*
- *Management*
- *Reconciliation*
- *Market Intelligence*

Services

Consulting

Praeses works diligently to understand your unique needs, requirements, and any other factors affecting your inmate telecommunications environment. RFPs are customized based on your needs, which include: technology, service, calling rates, commission, budgetary expectations, and more. Praeses evaluates proposal responses, compares them with the initial requirements, and presents the factual information to you. PRAESES DOES NOT MAKE THE DECISIONS; instead, we provide the facts so you have the ability to make an educated, informed decision. Praeses assists in writing, evaluating, and negotiating more than 20 RFPs annually on behalf of our clients.

Management

Praeses provides our clients with a dedicated, single point of contact to manage daily telecommunication issues within the correctional facilities. The following are examples of issues your account manager would handle regularly:

- End user issues
- Repair/service issues (disconnects, line static, etc.)
- Coordination and follow up of on-site technician
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Implementation of new equipment/features
- Vendor issues
- Reporting and commissioning
- Inventory management

Reconciliation

Praeses utilizes our state of the art, internally developed, proprietary software and proven methods to fully evaluate the accuracy of calling rates, revenues, and commissions. We perform commission revenue reconciliation on both an ongoing and historical basis to validate that you are receiving and have received the proper amount of commissions from your provider(s). Through this process, Praeses has identified and collected over \$8.5 million in earned but unpaid funds on behalf of its clients.



Market Intelligence

Through thorough market research, we keep our clients informed of new developments in the inmate telecommunication industry relative to technology, commissions, rates, and legislation. Praeses also makes strategic recommendations based on what is happening in our other 130 plus managed facilities. If we find an anomaly or develop a strategy that improves the inmate telecommunications environment at a particular site, we advise other facilities that would also benefit.

Additional Services

Praeses also provides management, consulting, and reconciliation of a variety of services to improve and increase the communication between the inmates and their family and friends. Some of these services include:

- Video visitation
- Inmate messaging
- Inmate voicemail
- Inmate kiosks



Benefits

- On average, a 25% increase in overall commissions
- Decreased administrative burden
- Increased productivity in other areas due to relief of responsibility in telecommunications
- Unmatched customer service
- Optimized technology
- Proactive education of industry trends and changes allowing for rapid adjustment
- Vendor contractual compliance

Independent and Objective

Praeses is not owned, operated by, or partnered with any inmate telecommunications service providers. We are an independent inmate telecommunications market expert, and our loyalty remains with the correctional organization, not the telecommunications or hardware vendor.



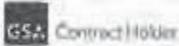
Patents

Patent Number 6,222,912: Method and system for billing toll-free calls from public telephones

Patent Number 7,181,304:

System and method for an online jurisdiction manager

Government Contracting

Louisiana: CSSA GSA:IT Schedule 70,  Contract Holder
Federal, State and Local

Small Business NAICS: 541511, 541512, 541513, 54151

Awards

2008 Top Business of the Year Award by the Shreveport Chamber of Commerce

2007 Excellence in Training Award by the American Society for Training and Development

1999 Small Business of the Year Award by the State of Louisiana

Microsoft
GOLD CERTIFIED
Partner

ISV/Software Solutions
Mobility Solutions
Custom Development Solutions

What Clients Are Saying

"Praeses has proven to be a first-rate agent providing the highest caliber of inmate telephone administrative and support services. Their diligence, knowledge, and insight into this unique and complex aspect fo the telecommunications industry has consistently saved CCA significant sums year over year over the course of our relationship."

Lou Marasco
Corrections Corporation of America

"Praeses has been extremely helpful in assisting with problem resolution and has been receptive to all improvement ideas presented. Praeses has demonstrated a professional and always polite willingness to address all facility concerns. Their customer service could be emulated by all other service providers."

Deputy Warden Susan Gibreal
El Dorado Correctional Facility
Kansas Department of Corrections

"Everything Praeses had to offer was exactly what we needed. I could go on and on about the quality of service, professionalism, and knowledge that Praeses possesses. I would personally recommend them to any facility, small or large."

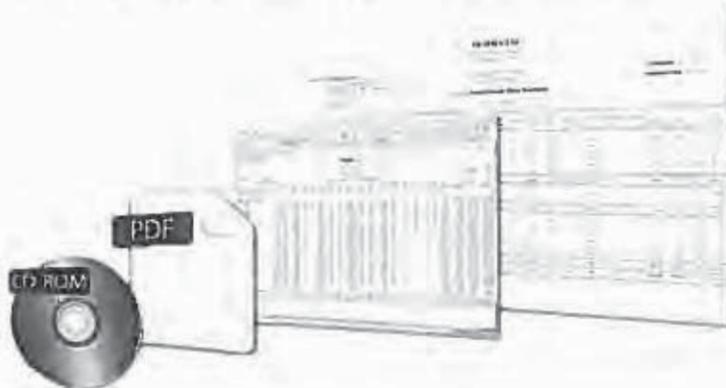
Kristen Hamilton
San Joaquin County Sheriff's Office

Inmate Telecommunications Management at a Glance

- Manage telecommunication supplier day to day activity
- Ensure supplier contractual compliance
- Reconcile call detail records and traffic reports
- Consult on available market options
- Manage all changes to the inmate telephone environment
- Ensure accurate financial billings and distributions

Multiple Reporting Options

Since all clients have their own unique way of using and viewing remittance reports, Praeses recognizes the value of customization. With programmers on staff, our remittance reporting has virtually unlimited flexibility.



About Praeses

Praeses, LLC, offering proven and consistent business success through people, process, and results, is a leader in trusted information management services in both the private and public sectors. Founded in 1987, Praeses is a privately-held company headquartered in Shreveport, Louisiana. Its comprehensive client base of local, national, and international organizations includes small businesses, Fortune 100 companies, state and local governments, the US Air Force, the US Army, and the US Navy.

Employing a team of versatile professionals while working with a diverse customer base, Praeses has an unmatched, comprehensive range of experience and expertise in this region. Praeses matches clients with its professionals to yield focused solutions and applications appropriate for the needs of specific markets such as Government, Insurance, Health Care, Telecommunications, Manufacturing, Energy, Non-Profit, and Retail.

Praeses boasts a strong offering of products which exist within its business groups including inmate telecommunications management, regulatory process management, and information technology management. Our products and services include inmate services to correctional facilities, Jurisdiction Online products, IT consulting, software development, mobile application development, online marketing and advertising, graphic and web design, and brand creation and management.



330 Marshall Street, Suite 800
Shreveport, Louisiana 71101



Phone: 318.424.8125
Toll Free: 800.333.8856
Fax: 318.213.8137

Contact us at tmsales@praeses.com

Visit us at www.praeses.com

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Attachment 6

**Tulare County Sheriff's Department
Detention Division
Procedure**

TITLE: Inmate Telephones

NO: F-110

EFFECTIVE: April 1, 2003

Revised: Dec. 2007

REFERENCES: Title 15, Section 1067 C.C.R.
Penal Code 851.5
Detention Division Policy Manual

GENERAL:

Booking Area:

Upon being booked, an arrested person has the right to make at least three completed telephone calls no later than three hours after the arrest. The arrestee will not be charged for local calls that are made. However, long distance calls will be collect only.

The booking officer will make the necessary entries into JALAN regarding the names and phone numbers called by the inmate. If the inmate refused to make any phone calls, the Booking Officer will make an entry in the JALAN "Comment" section reflecting the refusal.

The phone in the booking area is for recent arrestees only. It is not to be used by inmates going to or from court.

Housing:

General population and non-isolated inmates will be allowed daily access to the telephones, except during lock down periods, or unless telephone privileges have been denied for cause.

Isolated Infirmarium inmates will have limited access to the telephones on a daily basis.

Disciplinary Isolation inmates will not be allowed access to telephones.

PROCEDURES:

I Inmate Telephone Calls

- A** Telephones will be turned on in the morning, typically when programs resume for the day.
- B** Telephones will be turned off at 2300 hours or when deemed necessary by the housing officer (i.e., emergency situations).

TITLE: Inmate Telephones

NO: F-110

INFIRMARY INMATES

The night shift SHIFT SUPERVISOR will:

- * Assign a ROVE OFFICER to supervise telephone use by Infirmary inmates.

All toll calls will be collect. The length of time for each inmate will be ten (10) minutes. This activity will be limited to once a shift.

SPECIAL TELEPHONE CALL REQUEST

Inmates may have use of a Facility telephone for emergency calls to a person or organization which will not accept a collect call. These calls will be limited to local calls only and will be placed by an OFFICER. Calls will be limited in time and by the nature of the call being placed. Prior to approving or denying the request, consider if the request is urgent in nature and/or can not be accomplished through normal communications.

The SHIFT SUPERVISOR will determine if special calls are made and the duration of said call.

Agreement Information Form

(Fill this out for each Agreement associated with your customers)

Primary Agreement Information:

Date: <u>7/6/2009</u>	NAM: <u>AO / RM</u>
New Agreement or Renewal: <u>New</u>	Copy of Agreement on File: <u>Y</u> N
Customer: <u>County of Tulare</u>	
Vendor: <u>Praeses</u>	
Agreement Effective Date: <u>7/6/2009</u>	Agreement Expiration Date: <u>9/22/2012</u>
Notice Terms: <u>60 days written notice</u>	Reminder Date: <u>1/6/2012</u>
Renewal Terms: <u>consecutive 1 year terms</u>	
Notes:	
Management Fee = 9.95% of gross revenue	
33 1/3 % of all historical reconciliations collected	
15% of all historical reconciliations not pursued	
18 month guarantee period - from 1st remittance	
90-day Termination clause	

Amendments to Primary Agreement:

Date: _____	NAM: _____
Amendment # (if assigned): _____	Copy of Amendment on File: <u>Y</u> N
Customer: _____	
Vendor: _____	
Amendment Effective Date: _____	Amendment Expiration Date: _____
Notice Terms: _____	Reminder Date: _____
Renewal Terms: _____	
Notes (include Amendment purpose):	

PRAESES, LLC

INMATE TELEPHONE MANAGEMENT AGREEMENT

This Agreement is dated and effective July 6, 2009 ("Effective Date") between Tulare County, California ("Tulare") and Praeses, LLC ("Praeses").

WHEREAS, Tulare has requested that Praeses provide certain inmate telephone management services, as hereinafter described, and Praeses is willing to provide such services under the terms and conditions set forth below;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. SERVICES

- A. Praeses will examine Inmate Telephone Service at Tulare owned and/or operated locations to assess the accuracy of Tulare's records and to provide a basis for evaluating service quality. Elements of this examination will include, but are not limited to, the following: the number of inmate telephones at each Tulare location, location of inmate telephones at each Tulare location, types of equipment and manufacturer, monthly revenue and Tulare commissions from each inmate telephone for each location. Praeses will conduct the examination from information provided to Praeses by existing Inmate Telephone Service Providers pursuant to a "Letter of Agency" which Tulare will provide to Praeses. These results will be reconciled against Tulare's records and findings from inspections of selected locations.
- B. Praeses will evaluate the provisioning of inmate telephones to Tulare and recommend inmate telephone equipment, enclosure types, modifications to the physical surroundings of the inmate telephones and recommend inmate telephone installation standards. Praeses' evaluation will include documentation and analysis of inmate telephone revenues and Tulare commissions from local services, intraLATA services, interLATA services, prepaid and/or debit calling services and will make recommendations for improving existing Inmate Telephone Service as needed and the potential for introducing new services that may enhance Tulare commissions and inmate telephone user satisfaction.
- C. Praeses shall manage Inmate Telephone Service as provided by Regional Bell Operating Companies, Independent Local Exchange Carriers, Independent Inmate Telephone Providers and Primary Interexchange Carriers, all collectively referred to hereafter as "Inmate Telephone Service Provider(s)". This Agreement includes all of Tulare County's currently owned and/or operated locations and all additional Tulare locations as they are created and/or acquired where Tulare earns any income from the inmate telephone service provided. Tulare hereby authorizes Praeses to act as Tulare's Agent with any Inmate Telephone Service Provider, from the date hereof until the termination of this Agreement, including any extensions, to manage inmate telephone equipment and services for local, intraLATA and

interLATA service. Praeses will directly manage any and all Inmate Telephone Service Provider(s) under any contract signed by Tulare and further perform aforementioned evaluation services on behalf of Tulare in reference to Tulare's chosen Supplier(s). Tulare gives Praeses the exclusive and unencumbered right to: 1) restrict the environment from change without Tulare's and Praeses' express written consent; 2) direct all inmate telephone payments and related information be sent to Praeses; 3) receive, account for and send to Tulare appropriate commissions and related information; and 4) direct any and all contracted Inmate Telephone Service Provider(s) to list Tulare and Praeses together as the inmate telephone Customer of Record.

- D. Praeses will act on behalf of Tulare, under the authority of a "Letter of Agency", to be agreed to by Tulare, as a single point of contact in connection with Praeses' responsibilities as set out in this Agreement. Upon the termination of this Agreement, the "Letter of Agency" shall simultaneously terminate. Further, Tulare retains the right to act on its own behalf even after executing said "Letter of Agency." The responsibilities of Praeses as the authorized agent for Tulare will include: coordination with the various Inmate Telephone Service Providers and field personnel at Tulare locations for new installations and additional installations, relocations and disconnections of inmate telephone equipment. Additionally, Praeses will recommend installation and maintenance procedures for the Inmate Telephone Service Providers, negotiate contracts and commission schedules with Inmate Telephone Service Providers and coordinate new service offerings with the Inmate Telephone Service Providers.
- E. Praeses will further assist with and/or negotiate and recommend, at the direction of Tulare, to Tulare all new agreements for Inmate Telephone Service. Praeses will also negotiate and recommend, if applicable, the renewal of any current agreements in which Tulare is currently obligated. This service includes Praeses providing and/or assisting Tulare in providing Request for Proposals (RFPs) to be sent to various Inmate Telephone Service Providers to evaluate the market for the most optimum solution available. The aforementioned negotiation and recommendation will be performed with Tulare's "best interest" at stake ("best interest" is defined as the recommendation, verbal or written, as made by Praeses to Tulare in reference to Inmate Telephone Service provided by potential or current Inmate Telephone Service Providers including, but not limited to: quality of service, rate schedules, commissionable revenue, amount of commission and terms of proposed agreement(s)). Further, Praeses will not and shall not execute any Agreements for Inmate Telephone Service on behalf of Tulare unless Tulare provides explicit written consent to do so.
- F. Praeses shall promptly notify Tulare in the event any Inmate Telephone Service Provider does not properly perform its obligations or provide the necessary information, commission payments or cooperation to Praeses. In addition, and at the same time, Praeses will provide monthly summary reports. These reports will be based upon the data provided to Praeses by the respective Inmate Telephone Service Providers. Such monthly reports and monthly summary reports shall be postmarked or provided to Tulare on or before the 15th day of

each succeeding month for all monies received in the previous calendar month. Praeses shall not be responsible, however, for any incompleteness, inaccuracy or lateness of such data or information to be provided by the respective Inmate Telephone Service Providers, so long as Praeses has promptly requested such data from the provider.

- G. Praeses, on behalf of Tulare, under the above referenced "Letter of Agency", will serve as Tulare's single point of receipt for Tulare's commissions paid by various Inmate Telephone Service Providers and will consolidate such commission payments into a payment format mutually agreed upon by both Praeses and Tulare. The amount of such monthly commission payment to Tulare shall be the commission payments collected by Praeses less Praeses' management fee (as described in Section III hereof). Such commission payment shall be made consistent with the remittance of the aforementioned report(s). Praeses shall submit reports and remittances to recipients as directed by Tulare, no later than the 15th day of each succeeding month for all monies received in the previous calendar month.

II. Tulare RESPONSIBILITIES

Tulare shall:

- A. Execute, in a prompt manner following the execution of this Agreement with Praeses, a "Letter of Agency" in a form acceptable to the Inmate Telephone Service Providers, designating Praeses as its authorized agent with respect to all matters regarding Inmate Telephone Service provisioning described herein.
- B. Provide Praeses, to the extent possible, Tulare records that would assist Praeses in managing Inmate Telephone Service for Tulare. Such information will include, but is not limited to, the following: addresses of all Tulare owned and operated locations, number of inmate telephones at each Tulare location, inmate telephone numbers, information on Inmate Telephone Service Providers at each Tulare location including company name and contact person, revenue and commission data for each inmate telephone at each Tulare location, any acquisitions or sales of Tulare locations and any other information pertinent to Praeses management of Tulare Inmate Telephone Service.
- C. Provide Praeses reasonable access to Tulare locations during normal business hours for the purpose of inspecting, evaluating and monitoring Inmate Telephone Service quality. Any access provided to Tulare locations will be at the sole discretion of Tulare. Due to the nature of inmate telephone environments, Tulare and Praeses agree to work together to evaluate Inmate Telephone Service when applicable business reasons call for such evaluation.
- D. Tulare shall notify Praeses of the sale or purchase of any property by Tulare in writing within thirty (30) days of the closing date of the said sale or purchase.

III. MANAGEMENT FEES

Praeses' fee for services rendered to Tulare will be assessed at each and all of the following:

- A. A rate of 9.95% of the total monies paid by Inmate Telephone Service Providers, local, long distance, prepaid and debit, to Tulare;
- B. A rate of 33 1/3 % of all historical reconciliation compensation to Tulare throughout the term of this Agreement. If no historical reconciliation is collected because Tulare elects not to pursue identified compensation, then Tulare will pay Praeses a rate of fifteen percent (15%) of the identified historical reconciliation compensation. Tulare's pursuit of identified historical reconciliation compensation is defined as performance of reasonable business means.

Historical reconciliation compensation is defined as specific anomalies in revenue or revenue due Tulare not initially reported or paid by an Inmate Telephone Service Provider, which results in compensation to Tulare.

These fees will pay for the management services identified in this Agreement. This will be the only compensation Praeses receives for servicing Tulare's account. Praeses shall not receive any additional fees from any Inmate Telephone Service Provider, that are paid based on the revenue generated on the inmate telephones covered by this Agreement. The management fee(s) described above will be deducted monthly by Praeses at the time of the delivery of monthly reports referred to in Article I – F.

IV. TERM

This Agreement shall commence on the Effective Date and expire three (3) years from the delivery of the initial monthly revenue report to Tulare. Said Agreement will automatically renew for consecutive one (1) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

V. TERMINATION

- A. Notwithstanding any provisions in this Agreement to the contrary, Tulare shall provide written notice to Praeses of any alleged breach of this Agreement and Praeses shall have thirty (30) days from the date of the receipt of such written notice to cure same.
- B. If after eighteen (18) months from the delivery of the initial revenue report, should Praeses fail to increase the average monthly net return from inmate telephones after Praeses' fees are deducted to an amount that is greater than the average monthly net return per month from inmate telephones received by Tulare for the eighteen (18) months prior to the Effective Date of this Agreement, and, Tulare does not enter into any agreement(s) with an Inmate Telephone Service Provider(s) for rate reductions that cause commission reductions that are beyond Praeses' control or take any other action

that will materially reduce inmate populations or inmate telephone revenue, Praeses will refund the difference retained by Praeses to Tulare, allowing Tulare's net return from inmate telephones to remain consistent with the eighteen months prior to the Effective Date of this Agreement. The refund shall not be more than Praeses has retained in fees. For this refund to be granted, Tulare must notify Praeses of the difference in average monthly net return within thirty (30) days of the delivery of the eighteenth monthly remittance due under this Agreement.

- C. Notwithstanding the foregoing, either party may terminate this agreement for any reason with ninety (90) days written notice. If Tulare exercises its right to terminate this agreement under this paragraph, Praeses shall be relieved of its responsibility to increase the average monthly net return as provided above in paragraph B.

VI. INDEMNIFICATION

Tulare and Praeses shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees) or liability of any kind for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is due to the sole negligence of either party, their agents or employees. Praeses is not responsible for holes in walls or other modification to Tulare's premises. Praeses is not responsible for any vandalism to Tulare's premises. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special or punitive damages.

VII. ASSIGNMENTS

Either party may, at any time, assign its rights under this Agreement provided the assignee of such party assumes all of such party's duties and obligations under this Agreement. This Agreement shall benefit and/or be binding upon the successors, assigns, lessees or beneficiaries of the parties hereto.

VIII. CONFIDENTIAL INFORMATION

Tulare and Praeses shall keep confidential any and all information, which either party states to be confidential or proprietary and so advises the other party or labels the information as such. Such information shall include, but not be limited to, the amount of compensation Tulare receives from Praeses, the formula (and components of such formula) by which such compensation is calculated, and the terms of this Agreement. In the event disclosure of such information is required by law, governmental order or regulation, such disclosure may be made after notice is given to either party by the other, but such disclosure to a government entity or pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either party. Such information shall remain the property of the party owning such information and, when in tangible form, shall be returned to the respective party or otherwise disposed of as directed by the appropriate party. Any violation of this provision by either party shall be

actionable. However, notwithstanding the foregoing, neither party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving party, generally known or available to the inmate; (ii) is already known by the receiving party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving party by a source other than the other party, provided such source is not known by the receiving party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by order of any governing body or court of competent jurisdiction; provided, however, that the party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure.

IX. NOTICES

Any notice given under this Agreement shall be made in writing by certified mail, postage prepaid, as follows:

FOR Praeses, LLC
330 Marshall Street, Suite 800
Shreveport, LA 71101
Attn:

FOR Tulare County, CA

CC: Corporate Counsel

X. AUTHORITY

Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement. Each party further acknowledges that it has read this Agreement and agrees to be bound by all of its terms, conditions and provisions.

XI. ENTIRE AGREEMENT

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended or waived except by a written instrument duly executed by both parties.

XII. WAIVERS

Only a written instrument executed by the party waiving compliance may waive the terms, covenants, representations and/or warranties contained in this Agreement. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the

right at a later date to enforce the same. No waiver by either party of any term(s), covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such term, covenant, representation or warranty or of any other term, covenant, representation or warranty contained in this Agreement.

XIII. SEVERABILITY

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIV. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which when so signed and delivered, shall constitute an original, but all such counterparts shall together constitute one and the same instrument.

Praeses, LLC

Tulare County

By: Frank M. Auer

By: CAPT Jilt

Frank M. Auer / CEO
Printed Name/Title

CAPTAIN JIM HINESLY
Printed Name/Title

June 25, 2009
Date:

JULY 6, 2009
Date

Tulare County Purchasing

By: [Signature]

ALFRED W. COLEMAN / PURCHASING AGENT
Printed Name/Title

7-8-09
Date

Attachment 7

**MINUTE ORDER
OF
IMPERIAL COUNTY
BOARD OF SUPERVISORS**

Date: July 30, 2013	Book: 411	Page: 052	File #: 300.34	M.O.#: 51
Department: SHERIFF-CORONER			2nd Page:	

THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, on a motion by Supervisor : TERRAZAS , second by Supervisor : R. KELLEY and approved by the following roll call vote;

AYES : RENISON, TERRAZAS, KELLEY, R.KELLEY, CASTILLO

NAYES : NONE

ABSTAINED : NONE

EXCUSED OR ABSENT : NONE

Approved Agreement with Praeses, LLC for inmate telephone contract consulting services with a monthly management fee of 10%

Topic: Agreement - Praeses, LLC	X-Topic: Telephone contract consulting services
<p>CC: <input checked="" type="checkbox"/> File <input checked="" type="checkbox"/> CEO <input type="checkbox"/> Fire/OES <input type="checkbox"/> Probation <input type="checkbox"/> Other...</p> <p><input type="checkbox"/> Ag. Comm <input type="checkbox"/> County Clerk <input type="checkbox"/> HR - Risk <input type="checkbox"/> Public Health</p> <p><input type="checkbox"/> Assessor <input type="checkbox"/> County Counsel <input type="checkbox"/> Info/Tech <input type="checkbox"/> Public Works</p> <p><input checked="" type="checkbox"/> Auditor <input type="checkbox"/> District Attorney <input type="checkbox"/> OET <input checked="" type="checkbox"/> Sheriff-Coroner</p> <p><input type="checkbox"/> Behavioral Health <input type="checkbox"/> Facilities Manag. <input type="checkbox"/> Planning <input type="checkbox"/> Social Services</p>	



BOARD AGENDA CLERK BOARD OF SUPERVISORS FACT SHEET

2013 JUL 18 PM 4 42

FOR CLERK USE ONLY	
DISCUSSION # _____	BOS ACTION # <u>51</u>

SHERIFF
Department / Agency

7/30/2013
Requested Board Date

1. Request: Board Approval Informational
 Other Public Hearing

2. Requested Action:

- 1) Authorize an Agreement between the County of Imperial and Praeses, LLC for inmate telephone contract consulting services.
- 2) Authorize the Chairman of the Board of Supervisors to sign the Agreement and file with the Clerk of the Board.

^^Type requested action above^^

3. Cost \$ _____ Source: 7199000-301000

4. If approval of Contract, reviewed/approved by County Counsel on: 3/19/13

By: Kyle Sand

5. If approval of position allocation change, approved by Human Resources on: _____

By: _____

Raymond Souza
Department Head/Agency Representative

**Back-up must be submitted 12 days prior to requested date.

Back up submitted must contain an **Original and 11 copies.

CEO/CLERK USE ONLY:

BOARD DATE: 7/30/13

Discussion Date: _____

- Action _____ Filing _____
 Consent Presentation _____
 Hearing _____ Other (specify) _____

Date Processed
8/19/13

BOJ Approved on
7/30/13

Distributed By
HL

Clerk

Date

CEO [Signature]

Date 7/18/13

Copies Distributed To:

- CEO
- GSA
- COUNTY COUNSEL
- AUDITOR
- DEPARTMENT

Comments

2 certified



IMPERIAL COUNTY SHERIFF'S OFFICE

RAYMOND LOERA

SHERIFF • CORONER • MARSHAL



July 30, 2013

Honorable Board of Supervisors
Board of Supervisors
County of Imperial

Dear Honorable Board Members

Requested Board Action:

- 1) Authorize an Agreement between the County of Imperial and Praeses, LLC for inmate telephone contract consulting services.
- 2) Authorize the Chairman of the Board of Supervisors to sign the Agreement and file with the Clerk of the Board.

Background:

I am requesting the Board authorize an Agreement between the County of Imperial and Praeses, LLC for inmate telephone contract consulting services. Praeses LLC will conduct in-depth requirements gathering and site surveys for the Imperial County Jail to advise the Imperial County Sheriff's Office (ICSO) about new technologies, regulations, and industry trends such as video visitation and kiosk machines. Praeses will consult through a Request for Proposal ("RFP") process or contract renewal process which will include, at ICSO's sole option, RFP creation, assistance with vendor interviews, vendor RFP response summaries, contract negotiations, and vendor/equipment transitions. In addition, Praeses will manage and coordinate day to day issues relating to inmate telephone services including, but not limited to end-user requests/issues; repair/service issues; system upgrades/maintenance; coordination of new installation of equipment/features; verification of "free" attorney, bail bondsmen, etc. phone numbers; vendor issues (validation of rates, fees, etc.); and reporting and commissions.

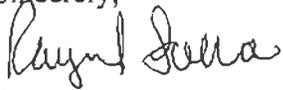
The ICSO shall pay Praeses, LLC a monthly management fee of 10.00% of the total commission received by inmate telecommunication service providers.

This Agreement for Services has been reviewed and approved by County Counsel.

Fiscal Impact:

Costs associated with this Agreement will be funded from the Inmate Welfare Trust Fund Account #7199000-301000.

Sincerely,

A handwritten signature in cursive script, appearing to read "Raymond Loera".

Raymond Loera
Sheriff/Coroner/Marshal

RL/din

**AGREEMENT
BETWEEN THE COUNTY OF IMPERIAL
AND PRAESES, LLC**

This Agreement is entered into this 30th day of July, 2013, (Effective Date) by and between the **County of Imperial**, a political subdivision of the State of California, by and through its Sheriff's Office ("ICSO"), and **Praeses, LLC**, a limited liability company authorized to do business in California ("Praeses").

WHEREAS, the ICSO has requested Praeses to provide certain inmate telephone consulting, management, market intelligence, and reconciliation services, as hereinafter described, and Praeses is willing to provide such services under the terms and conditions set forth below:

I. SCOPE OF SERVICES

Praeses shall provide the services described in the attached **Exhibit A**.

II. COMPENSATION AND REPORTING

ICSO shall pay Praeses a monthly management fee of 10.00% of the total monies and benefits paid by Inmate Telecommunication Service Providers ("ITSP") to ICSO.

Notwithstanding the foregoing, ICSO shall not pay any management fee or commission on any technology grants or the first \$40,000 (forty thousand) in signing bonuses collected by ICSO over the life of the agreement.

Praeses will provide monthly revenue reporting to the ICSO in a format approved by ICSO. Praeses will modify or revise the reporting formats as requested by ICSO and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by Praeses to ICSO along with the monthly reports. Praeses will remit to ICSO on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

III. TERM

This Agreement shall commence on the Effective Date and expire one (1) year from the delivery of the initial monthly revenue report to ICSO and will automatically renew for consecutive two (2) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

IV. TERMINATION

Notwithstanding any provisions in this Agreement to the contrary, ICSO shall provide written notice to Praeses of any alleged breach of this Agreement and Praeses shall have thirty (30) days from the date of the receipt of such written notice to cure same.

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of receipt of the notice.

V. MISCELLANEOUS TERMS

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such provision, or of any other provision contained in this Agreement.

To the fullest extent permitted by law, Praeses shall hold harmless, defend at its own expense, and indemnify the ICSO, the County of Imperial, and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions of

Praeses or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses which was caused by the sole negligence or willful misconduct of the ICSO.

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. NOTICE

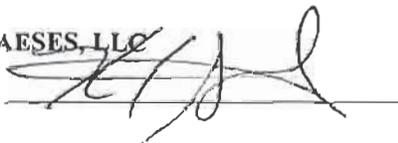
Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To Imperial County Sheriff's Office
Imperial County Sheriff's Office
Attn: Sergeant Colby Stewart
328 Applestille Road
El Centro, CA 92243

To Praeses:
Praeses, LLC
Attn: Ann O'Boyle
330 Marshall Street, Suite 800
Shreveport, LA 71101
CC: Lynn Boudreaux (at same address)
lynn.boudreaux@praeses.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year shown below.

IMPERIAL COUNTY:
By: 
RAYMOND R. CASTILLO,
Chairman of the Board of Supervisors

PRAESES, LLC
By: 

ATTEST:

APPROVED AS TO FORM:

MICHAEL L. ROOD, County Counsel

By: 
BLANCA ACOSTA,
Interim Clerk of the Board of Supervisors

By: 
~~MICHAEL L. ROOD~~, Kyle Sand
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

Praeses shall provide the following services:

I. MANAGEMENT

Day-to-Day Management Services

Praeses will provide ICSO with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each ICSO facility to manage and coordinate day to day issues, including, but not limited to:

- End-user requests/issues
- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of "free" attorney, bail bondsmen, etc. phone numbers
- Telephone removals and relocations
- Vendor issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions, and service

ITSP Compliance Services

- Work with ITSP and ICSO to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and ICSO to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

II. CONSULTING AND MARKET INTELLIGENCE

Praeses will conduct in-depth requirements gathering and site surveys to understand ICSO's unique needs and requirements affecting its inmate communications environment. Praeses will consult with ICSO to:

- Advise ICSO of new technologies, regulations, and industry trends and facilitate the implementation and ongoing use of any technologies chosen by ICSO
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at ICSO's sole option, RFP creation, assistance with Vendor interviews, Vendor RFP response summaries, contract negotiations, and Vendor/equipment transitions

III. RECONCILIATION

The reconciliation services to be provided by Praeses include:

- Evaluate the accuracy of calling rates, revenues, and commissions
- Work at the discretion of ICSO to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of ICSO to conduct a historical reconciliation in which Praeses will reconcile all records for the life of the current contract to validate that ICSO has been paid what it earned from its inmate telephone contract

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ICSO's responsibilities:

I. ICSO shall promptly execute the Letter of Agency (Exhibit B) designating Praeses as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.

II. ICSO shall provide Praeses, to the extent possible, with ICSO's records to assist Praeses in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each ICSO facility;
- Average Daily Population and number of beds at each ICSO facility;
- Number of phones located in ICSO facilities and used by inmates;
- Copies of current ITSP contracts and any amendments;
- Information about the ITSP at each ICSO facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each ICSO facility for the 18 month period prior to Praeses' management;
- Any other information pertinent to Praeses' management of the ITS.

III. ICSO shall provide Praeses reasonable access to ICSO facilities during normal business hours for the purposes of inspecting, evaluating, and monitoring the ITS quality. ICSO shall also provide authorization for remote access (approved user level) from ITSP.

IV. ICSO shall assist Praeses with obtaining data from ITSP if/or when ITSP declines to give the requested data to Praeses.



IMPERIAL COUNTY SHERIFF'S OFFICE

RAYMOND LOERA

SHERIFF • CORONER • MARSHAL



EXHIBIT B
LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent ("Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned Sheriff's Office, including but not limited to, provision of system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports, and any and all other data and reports that are deemed necessary by the Sheriff's Office for the Agent to oversee, fully analyze, and reconcile monthly traffic activity, historical traffic activity, and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated, and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

Imperial County Sheriff's Office:

Signature: Raymond Loera, Date: 7-17-13

Name (Print or Type): Raymond Loera

Title: Sheriff

328 Applestill Rd., El Centro, CA 92243
Sheriff's Office Address

(760) 339-6301
Sheriff's Office Telephone #

Agent - Praeses, LLC

Signature: [Handwritten Signature], Date: 7-26-13

Name (Print or Type): KEMPTEN SCHWAB

Title: PRESIDENT

330 Marshall Street, 8th Floor, Shreveport, LA 71101
Agent's Address

(318) 424-8125
Agent's Telephone #