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**ANDREA DUCOTE AYMOND**  
Attorney-At-Law

May 4, 2016

Attention: Lynn Engledow  
Federal Communications Commission  
Wireline Competition Bid  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

Received & Inspected

MAY 17 2016

FCC Mailroom

Attention: Bill Pope  
NCIC Inmate Telephone Services  
607 East Whaley Street  
Longview, Texas 75601

DOCKET FILE COPY ORIGINAL

Greetings:

Re: Union Parish Detention Center Commission and Correct Solutions

I am submitting this correspondence in furtherance of the Federal Communication Commission's goal of ensuring that those entities providing Inmate Calling Services do so in compliance with the FCC regulations to ensure that said calling services are provided to inmates at non-discriminatory and uniform rates.

A meeting occurred on or about February 11, 2016, between the Union Parish Detention Center Commission and Correct Solutions, LLC, 182 Bastille Lane, Ruston, Louisiana, where various proposals were submitted to the Commission to provide telephone communications systems to the Union Parish Detention Center. The Commission voted not to renew its existing contract, opting to accept a proposal submitted by Correct Solutions, LLC ("CSG") that purported to pay a higher percentage of commissions (60%) on gross revenues of phone calls. However, a review of the "Correctional Communications Service Agreement" executed between the Commission and CSG on April 14, 2016, (a copy of which is attached hereto), suggests that misrepresentations were made by CSG to the Commission in an effort to secure the contract to provide the inmate telephone services to the Union Parish Detention Center.

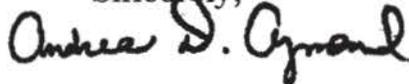
Specifically, CSG was able to submit a seemingly higher bid to pay 60% commission on the gross revenues generated by the phone calls by deceiving the Commission into believing that the FCC prohibits such commission from being paid on Interstate calls. In essence, CSG is proposing to pay a higher

percentage of commission but said commission is limited to Intrastate calls only, with no payment of commission on Interstate calls all under the misrepresentation that such is prohibited by the FCC.

CSG blatantly misrepresented, not only the spirit of the FCC 2015 Order, but also the specific regulations set forth therein all in an effort to secure the contract with the Commission to provide inmate telephone services to Union Parish. On the surface, the proposals submitted by other entities encompassed paying a lower percentage of commission on gross revenue generated from phone calls but said commission would be paid on ALL calls, interstate and intrastate, thereby generating a greater overall profit for the correctional facility. The bid tendered by CSG only seemed to pay a greater percentage of commissions, said commissions being limited to intrastate calls with no commissions being paid in connection with interstate calls whatsoever, causing an overall decrease in revenue for the facility.

In summary, the FCC has clearly and explicitly set forth its mission to ensure uniformity in the regulation of prison telephone communication systems. The following information is being submitted to ensure that a correctional facility securing inmate calling services (i.e. the Union Parish Detention Center) has all pertinent information necessary to make an informed decision upon entering into a contract to provide inmate telephone systems that is in compliance with the FCC regulations, while still being able to derive the most revenue that will benefit the people of Union Parish.

Sincerely,

A handwritten signature in black ink that reads "Andrea D. Aymond". The signature is written in a cursive, flowing style.

ANDREA D. AYMOND

CORRECTIONAL COMMUNICATIONS SERVICE AGREEMENT

MAY 17 2016

This telephone service "Shared Revenue" Agreement is entered into, by and between **Union Parish Detention Center Commission**, herein known as the "Customer" and **Correct Solutions LLC**, herein known as "CSG".

WHEREAS, CSG is engaged in the business of providing certain telecommunications equipment and charge-for-call telephones and services, and providing automated-operator assisted station-to-station or person-to-person collect telephone calls, and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail, or prison, herein known as the Facility, and with respect to those premises so noted, wishes to establish an inmate telephone vending arrangement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. Customer hereby grants CSG an exclusive license to install and operate, at CSG's sole cost and expense, pay for call telecommunications equipment at the Union Parish facility for the purposes of installing and operating such equipment. Customer further agrees to allow CSG to install a Kiosk in the Courthouse lobby to accept phone payments from friends and family.
2. CSG shall have the exclusive right, at its sole cost and expense, to obtain usage and billing information, order, connect or disconnect inmate telephone services, select carriers, purchase available public utility equipment, handle all billing and payments. CSG shall be responsible for the payment of all charges in connection with the inmate telephones and processing of all calls and will be responsible for any bad debt and associated unbillables.
3. CSG, at its sole cost and expense, shall install and maintain the inmate telephones in good working order. CSG will agree to have Technicians dispatched on an agreed upon scheduled basis to keep all inmate telephones in good working order. *at the sole cost and expense of CSG JA*
4. CSG, at its sole cost and expense, shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing intraLATA, interLATA, and interstate telecommunications services as filed with the Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained for Customer by CSG for the full duration of the contract.

Customer initials: *DD*  
CSG initials: *JA*

5. In consideration for this exclusive license and lease agreement CSG shall pay the Customer a Commission Fee of 60 % of the Total Gross Revenue of phone calls; all completed calls regardless of call type with exception to Interstate Calls due to FCC ruling.
6. All rates and charges under this agreement shall conform to the Public Service Commission regulations of Louisiana, as well as to the FCC orders and regulations. CSG shall provide Customer with a monthly commission report that details all call types, call volumes, and call rates. On-line Revenue reports will be available to Customer at any time.
7. Legal title to all telephones and installed equipment shall remain vested with CSG. Customer shall not remove or relocate the installed equipment without CSG's express consent. Relocation at Customer's request shall be at Customer's expense. CSG is to accept no liability for holes in walls, floors, or other surfaces that result from the installation or removal of the equipment. Upon termination of this agreement, CSG shall be responsible only for the removal of the equipment. Customer shall restore the premises to their original condition. CSG shall not be responsible for damage to the premises that occur due to vandalism. CSG shall indemnify, defend and hold Customer harmless from any liability in connection with the placement, maintenance, or usage of the telephone equipment.
8. CSG, at its sole cost and expense, shall also provide the Customer with an Administrative phone system, with a retail value of \$25,000. CSG, at its sole cost and expense, shall provide installation and maintenance on this system.
9. Customer hereby represents that the Facility is owned and/or exclusively operated by the Customer and Customer is authorized to enter into this agreement with respect to the Facility, and that the undersigned is authorized to bind the Facility to this agreement.
10. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. CSG and the Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.
11. This agreement shall be deemed to be a contract made under the laws of the State of Louisiana and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees. CSG may assign this agreement to any other competent person or entity capable of performance with written consent of the Customer.

Customer initials:

CSG initials:



12. The Term of this agreement shall be for 48 months starting at the date of installation. This agreement will automatically renew for 24 additional months unless either party notifies the other in writing of its intent to terminate this agreement at least 3 months prior to the final date of expiration. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.

13. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, CSG and Customer have executed this Agreement as of the date and year first set forth above.

Correct Solutions, LLC  
182 Bastille Lane  
Ruston, LA 71270

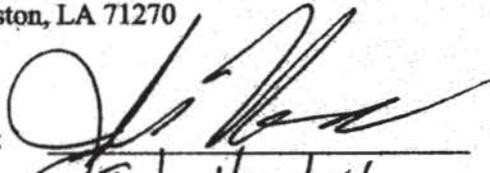
Union Parish Detention Center Commission  
303 E. Water Street  
Farmerville, LA 71241

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

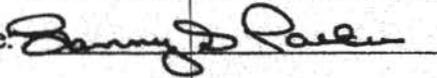
  
John Hemphill  
Sales  
April 14<sup>th</sup>, 2016

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
Barry D. Pallen  
4/14/16, 2016

Customer initials: \_\_\_\_\_

CSG initials: \_\_\_\_\_

