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16 **UNITED STATES DISTRICT COURT**

17 **CENTRAL DISTRICT OF CALIFORNIA**

18 ERNESTO TORRES, DESMOND  
 19 TENGHE, JASON NSINANO, on  
 behalf of themselves and all others  
 similarly situated, AMERICAN  
 20 IMMIGRATION LAWYERS  
 ASSOCIATION, IMMIGRANT  
 21 DEFENDERS LAW CENTER,

22 Plaintiffs,

23 v.

24 UNITED STATES DEPARTMENT OF  
 HOMELAND SECURITY; KIRSTJEN  
 25 M. NIELSEN, Secretary of Homeland  
 Security; UNITED STATES  
 26 IMMIGRATION AND CUSTOMS  
 ENFORCEMENT; RONALD D.  
 27 VITIELLO, Acting Director,  
 Immigration and Customs Enforcement;

Case No.

**COMPLAINT FOR INJUNCTIVE  
 AND DECLARATORY RELIEF**

**CLASS ACTION**

1 DAVID MARIN, Field Office Director,  
2 Los Angeles Field Office of ICE;  
3 ORANGE COUNTY SHERIFF'S  
4 DEPARTMENT; GEO GROUP, INC.,  
5 a Florida corporation,

6 Defendants.

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1 **INTRODUCTION**

2 1. Every day, Defendants detain thousands of immigrants in prison-like  
3 conditions in Southern California. Defendants do not provide appointed counsel to  
4 any of them, regardless of their age, level of education, language barriers, or length of  
5 detention. At the same time, Defendants deprive these immigrants of meaningful  
6 communication with private or pro bono legal counsel. Defendants have done so by  
7 adopting policies and practices that vitiate immigrants’ ability to access their legal  
8 counsel. Without constitutionally-adequate access to counsel, the thousands of  
9 immigrants detained by Defendants every day cannot protect and preserve their due  
10 process rights to life, liberty, and property.

11 2. As the American Bar Association has explained, “There is no justice in  
12 denying counsel. There is only a violation of one of our most cherished and  
13 fundamental human rights—freedom.”<sup>1</sup> The statistics bear out the ABA’s warning  
14 about the injustice caused by depriving individuals of the right to meaningfully access  
15 counsel. According to recent studies, immigrants denied access to legal counsel are  
16 several times more likely to lose their cases against deportation than those lucky  
17 enough to secure legal representation.<sup>2</sup>

18 3. This action seeks to end the unlawful and unconstitutional barriers to  
19 attorney access and attorney-client communication for detained noncitizens in  
20 Southern California. Defendants Immigration and Customs Enforcement (“ICE”), the  
21 Geo Group, Inc. (“GEO”), and the Orange County Sheriff’s Department (“OCSD”)  
22 (collectively, “Defendants”) incarcerate thousands of noncitizens in this District  
23 contesting deportation in civil administrative proceedings. Defendants ICE and GEO  
24

25 <sup>1</sup> A.B.A., *The Right to Counsel: An Unfulfilled Constitutional Right*, 39 Human Rights Magazine  
26 4 (2013)  
[https://www.americanbar.org/publications/human\\_rights\\_magazine\\_home/2013\\_vol\\_39/vol\\_30\\_no\\_4\\_gideon/the\\_right\\_to\\_counsel/](https://www.americanbar.org/publications/human_rights_magazine_home/2013_vol_39/vol_30_no_4_gideon/the_right_to_counsel/).

27 <sup>2</sup> See, e.g., *Access to Counsel in Immigration Court*,  
28 <https://www.americanimmigrationcouncil.org/research/access-counsel-immigration-court/>  
(September 28, 2016).

1 confine these individuals in a private prison located in Adelanto, California, the  
2 Adelanto ICE Processing Center (“Adelanto”). Defendants ICE and the OCSD  
3 confine noncitizens in two jails in Orange County—the Theo Lacy Facility (“Theo  
4 Lacy”) and the James A. Musick Facility (“Musick”) (together with Adelanto, “the  
5 immigration detention facilities”).

6 4. At each of the immigration detention facilities, Defendants limit  
7 detainees’ access to outgoing legal telephone calls, prohibit incoming telephone calls  
8 to detainees, charge prohibitively expensive calling rates, and monitor and record  
9 telephonic conversations. During the times when outgoing telephone calls are  
10 permitted, Defendants only allow detained noncitizens to speak on the telephone  
11 within earshot of guards and other detainees, and limit the duration of telephonic  
12 conversations to less than ten minutes. Defendants do not allow detainees access to  
13 confidential phone calls, even when speaking with their counsel about privileged  
14 matters.

15 5. Defendants also deprive detainees of a meaningful opportunity to consult  
16 with counsel in person by refusing to provide an adequate number of confidential  
17 attorney-client visiting rooms and forcing detainees’ attorneys to, on many occasions,  
18 wait for hours just for the potential opportunity to meet with their detained clients.

19 6. Mail and email do not provide viable alternatives for confidential  
20 telephonic communication and in-person visitation because Defendants prohibit  
21 detainees’ access to the Internet, and Defendants’ policies and practices related to  
22 legal mail make it prohibitively slow, unreliable, and, in certain circumstances, subject  
23 to government intrusion or interference.

24 7. Plaintiffs Ernesto Torres, Desmond Tenghe, and Jason Nsinano  
25 (“Individual Plaintiffs”) bring this class action lawsuit on behalf of themselves and  
26 others similarly situated. The Individual Plaintiffs seek to represent a class of all  
27 immigration detainees who are now, or in the future will be, detained at detention  
28 facilities in Southern California that are owned and operated by OCSD and/or GEO.

1           8.     Plaintiffs American Immigration Lawyers Association (“AILA”) and  
2 Immigrant Defenders Law Center (“Imm Def”) (collectively the “Attorney Plaintiffs”)  
3 are non-profit legal organizations whose attorneys and members face significant  
4 obstacles that materially undermine their ability to provide legal advice and effective  
5 assistance to detained noncitizens because of Defendants’ restrictions on access to  
6 counsel and attorney-client communications.

7           9.     The Department of Homeland Security (“DHS”) subjects thousands of  
8 detained noncitizens to civil detention pending removal proceedings, which are  
9 administrative proceedings to determine whether a noncitizen will be allowed to  
10 remain lawfully in the United States. Although detained noncitizens have a right to  
11 retain counsel for removal proceedings at their own expense, detained noncitizens are  
12 not currently entitled to government-appointed counsel. As a result, they must make a  
13 choice: pay for counsel, find an attorney to represent them for free, or proceed with  
14 their cases without legal assistance. By contrast, the government is represented by  
15 trained DHS attorneys in every removal proceeding.

16           10.    Access to confidential telephones, legal visits, and legal mail are  
17 necessary prerequisites for detained noncitizens to be able to find, retain, and consult  
18 with counsel.

19           11.    For detained noncitizens seeking legal representation, whether pro bono  
20 or otherwise, confidential telephone access—especially during business hours—is also  
21 necessary for contacting legal organizations, including Attorney Plaintiffs, or other  
22 counsel. Confidential visitation rooms provide a necessary conduit for attorneys to  
23 conduct intakes and evaluate detained noncitizens’ cases. Detained noncitizens and  
24 attorneys must also be able to send and receive legal mail without fearing that  
25 government officials will read their correspondence.

26           12.    Access to confidential telephone calls, legal visits, and legal  
27 correspondence is also critically necessary for lawyers to be able to communicate with  
28 clients and to provide effective assistance. Detained individuals’ claims in removal

1 proceedings include defenses to removal (such as claims to challenging the  
2 government's charges in removal proceedings), discretionary relief from removal  
3 (such as asylum or cancellation of removal), and requests for release on bond. To  
4 adequately represent clients, attorneys must conduct numerous in-depth client  
5 interviews, frequently with non-English speakers, that explore highly sensitive topics  
6 such as past trauma and abuse. Attorneys must also communicate privileged and  
7 confidential information with their detained noncitizen clients to inform them about  
8 the status of their proceedings, the facts, legal strategy, preparation for testimony, and  
9 the potential outcomes of their proceedings. These counseling conversations typically  
10 necessitate hours-long discussions with clients, often through interpreters.

11 13. Defendants' restrictions on telephone calls, mail, and legal visits also  
12 stifle detained noncitizens' ability to communicate with attorneys for legal purposes  
13 outside of removal proceedings, such as participating in family court, probate court, or  
14 child welfare proceedings (*see generally* ICE Detained Parents Directive,  
15 <https://www.ice.gov/parental-interest>); participating in state court proceedings to  
16 establish a conservatorship for individuals who are gravely disabled; challenging staff  
17 misconduct within the detention facilities (*see, e.g., Rivera Martinez, et al. v. The*  
18 *GEO Group, Inc., et al.*, No. 18-1125 (C.D. Cal. May 25, 2018)); and preparing for  
19 civil lawsuits, including about inadequate medical and mental health care (*see, e.g.,*  
20 *Teneng v. Trump*, No. 18-1609 (C.D. Cal. Aug. 1, 2018)), prolonged detention (*see,*  
21 *e.g., Rodriguez v. Marin*, Nos. 13-56706 & 13-56755 (9th Cir. 2018), and indefinite  
22 detention (*see, e.g., Trinh, et al. v. Homan*, No. 18-316 (C.D. Cal. Feb. 22, 2018)).  
23 Many detained noncitizens also need to communicate with public defenders to discuss  
24 pending criminal charges and the fact that, by virtue of being detained, they are  
25 prevented from adhering to probation and parole requirements.

26 14. For detained noncitizens who cannot afford an attorney and are not able  
27 to retain pro bono counsel, confidential telephone access and legal correspondence are  
28 essential for representing themselves in legal proceedings. To apply for asylum and

1 other forms of discretionary relief, unrepresented detainees must collect non-  
2 governmental organization and academic reports to document the persecution that  
3 they fled, interview potential witnesses to prepare statements, and obtain other  
4 evidence from the United States and abroad, such as records documenting  
5 employment, education, police activity, hospital visits, and the experiences of other  
6 similarly situated asylum-seekers.

7 15. To bring other legal claims, such as petitions for habeas corpus or civil  
8 rights actions, detained noncitizens need to be able to communicate with courts,  
9 potential experts, and other individuals and entities necessary to fight their legal cases.  
10 Defendants' communication restrictions make it virtually impossible for *pro se*  
11 detained noncitizens to prepare their own cases by, *inter alia*, limiting detained  
12 noncitizens' ability to make calls during specific hours (often outside of normal  
13 business hours), terminating calls when detained noncitizens reach voicemail systems  
14 or phone trees (both of which are prevalent at virtually every entity the detained  
15 noncitizens are likely to contact to fight their legal cases), and adopting practices that  
16 render it exceedingly difficult for detained noncitizens to receive messages.

17 16. Defendants' barriers to legal communication are particularly harmful to  
18 detained noncitizens now because, as a result of recent policy changes imposed by the  
19 Trump Administration, detained noncitizens have less time to obtain legal  
20 representation than in years past. The Trump Administration has recently imposed  
21 quotas requiring immigration judges to clear at least 700 cases per year in order to get  
22 a "satisfactory" rating on their performance evaluations.<sup>3</sup>

23 17. This class action challenges Defendants' unlawfully restrictive telephone,  
24 visitation, and mail policies and practices. Defendants' policies and practices violate  
25

26 <sup>3</sup> See, e.g., Colleen Long, *Immigration Judges Say New Quotas Undermine Independence*, AP  
27 News (Sept. 21, 2018), <https://www.apnews.com/d8008f7a66a54562b612bd74156f2bed> (last visited  
28 Dec. 14, 2018); Tal Kopan, *Justice Department Rolls Out Case Quotas for Immigration Judges*,  
CNN (Apr. 2, 2018, 8:55pm), [https://www.cnn.com/2018/04/02/politics/immigration-judges-  
quota/index.html](https://www.cnn.com/2018/04/02/politics/immigration-judges-quota/index.html) (last visited Dec. 14, 2018).

1 detained noncitizens' rights under the Immigration and Nationality Act, the Fifth  
2 Amendment's Due Process Clause, the First Amendment, and the Administrative  
3 Procedure Act. Defendants' policies and practices also violate Attorney Plaintiffs'  
4 First Amendment right to freedom of speech, expression, and association. But for  
5 these policies and practices, many detained noncitizens would be able to successfully  
6 challenge their removal and/or understand and protect their civil rights.

7  
8 **PARTIES**

9 ***Plaintiffs***

10 **Ernesto Torres**

11 18. Plaintiff Ernesto Torres is a 35-year-old, monolingual Spanish speaker  
12 who is originally from Mexico. Plaintiff Torres is currently detained at Adelanto. He  
13 is seeking Cancellation for Removal for Certain Non-Permanent Residents under 8  
14 U.S.C. § 1229b(b). He may also be eligible for a U-Visa under 8 U.S.C. §  
15 1101(a)(15)(u), due to being the victim of an assault in Sacramento approximately six  
16 months ago.

17 19. Plaintiff Torres came to the United States in May of 2001 without papers,  
18 and he has never left. He lived in Chicago for ten years and then moved to Sacramento  
19 approximately seven years ago. He has three children who are United States citizens,  
20 including a seven-year-old son and two five-year-old twin daughters. Mr. Torres has  
21 had sole custody over his son since the boy was about 6 weeks old. His son does not  
22 have any contact with his birth mother and little-to-no other family support.

23 20. In 2011, Mr. Torres, his then six-week-old son, and Mr. Torres' girlfriend  
24 at the time moved from Chicago to Sacramento because Mr. Torres had a work  
25 opportunity. In 2013, Mr. Torres and his girlfriend had twin girls. In approximately  
26 2015, Mr. Torres separated from his girlfriend.

27 21. Defendant ICE has detained Mr. Torres while ICE pursues proceedings  
28 to deport him. During Mr. Torres' detention, his seven-year-old son has been residing

1 with his godmother. Because the son is separated from Mr. Torres, the boy is  
2 experiencing behavioral issues and difficulty focusing in school.

3 22. Plaintiff Torres has appeared before an immigration judge twice. On his  
4 first court date, November 30, 2018, he withdrew his request for a custody  
5 redetermination hearing and asked for more time to try to get a lawyer. During his  
6 second hearing, December 4, 2018, he again requested more time to find a lawyer.

7 23. Because Plaintiff Torres cannot afford to pay for an attorney, he needs to  
8 find an attorney who is willing to represent him for free.

9 24. Plaintiff Torres has attempted to contact attorneys by telephone  
10 approximately eight times. However, due to Defendants' "positive acceptance"  
11 requirement, which requires a live person to answer the telephone in order for the call  
12 to connect, Mr. Torres has not been able to reach any attorneys. Instead, he repeatedly  
13 receives a message that his phone call cannot be completed.

14 25. If Plaintiff Torres is unable to find an attorney, he will need to gather  
15 significant evidence on his own, including evidence showing that he has lived in the  
16 United States continuously for ten years, that he does not have any criminal  
17 convictions that bar his eligibility for relief, that he is a person of good moral  
18 character, and that his United States citizen children, especially his seven-year-old  
19 son, will suffer extreme and unusual hardship should Mr. Torres be deported. Plaintiff  
20 Torres has not been able to gather any of these documents because he cannot afford to  
21 purchase a calling card from Defendants and, due to Defendants' "positive  
22 acceptance" requirement, he cannot connect to the various individuals and entities that  
23 he needs to reach, including the Sacramento courthouse and the social worker who  
24 works with his son.

25 26. In order to apply for a U-Visa, Plaintiff Torres will also need to show that  
26 he was a victim of a crime in the United States and that he has helped law  
27 enforcement. *See* 8 U.S.C. § 1101(a)(15)(u)(i). Plaintiff Torres requested that his  
28 cousin obtain a copy of the police report from the Sacramento Police Department,

1 which shows that he was a victim of a crime, but was informed that these records  
2 could only be released to Plaintiff Torres in person or to an attorney. Plaintiff Torres  
3 has attempted to call the Sacramento Police Department himself, but has been unable  
4 to get through. Upon information and belief, without being able call the Sacramento  
5 Police Department to obtain records confirming that he was a victim of a crime in the  
6 United States, was hurt, and that he assisted law enforcement, it is going to be  
7 virtually impossible for Plaintiff Torres to obtain a U-Visa. Plaintiff Torres has also  
8 tried calling Defendant ICE several times to inform them that he is a victim of a  
9 crime, but Plaintiff Torres has been unable to connect.

10 27. Plaintiff Torres's next court date is January 2, 2019. If Plaintiff Torres  
11 has not found an attorney by that time, it is possible that an immigration judge will  
12 require Plaintiff Torres to proceed with his case on his own.

13 **Desmond Tenghe**

14 28. Plaintiff Desmond Tenghe is currently detained at Adelanto. He is  
15 seeking asylum in the United States due to the persecution that he experienced in his  
16 country of origin on account of his political opinion and membership in a particular  
17 social group. Plaintiff Tenghe fled to the United States after government officials in  
18 his home country arrested, detained, and tortured Plaintiff Tenghe and burned down  
19 his storage unit with all of his possessions. Upon information and belief, since  
20 Plaintiff Tenghe escaped, government officials have continued to look for him and  
21 have arrested and detained his brother.

22 29. Defendant ICE initially held Plaintiff Tenghe in immigration detention at  
23 FCI-Victorville, but then transferred him to Adelanto on or around August 28, 2018.

24 30. Since arriving at Adelanto approximately three-and-a-half months ago,  
25 Plaintiff Tenghe has attempted to call attorneys to seek legal representation multiple  
26 times. Because Plaintiff Tenghe cannot afford to pay for an attorney, he needs to find  
27 an attorney who is willing to represent him for free.

28 31. Over the course of weeks, Plaintiff Tenghe tried to call at least seven

1 different legal organizations, including Catholic Charities, El Rescate, and others. Due  
2 to Defendants’ “positive acceptance” requirement for telephone calls, the telephone  
3 calls have either disconnected after ringing once or twice or continued to ring without  
4 answer. Plaintiff Tenghe has also attempted to call Catholic Charities to obtain  
5 documents about current country conditions in his country of origin, but those  
6 telephone calls also have not connected because of Defendants’ “positive acceptance”  
7 requirement.

8 32. Defendants ICE and GEO have further limited Plaintiff Tenghe’s ability  
9 to make telephone calls by refusing to give him free calls and refusing to allow him  
10 access to the money with which he arrived in the United States. Plaintiff Tenghe put  
11 money into his commissary account when first detained at Victorville. Defendant ICE  
12 then transferred Plaintiff Tenghe to Adelanto, and subsequently refused to allow him  
13 to transfer funds into his new commissary account. Plaintiff Tenghe has submitted  
14 multiple requests to Defendant ICE in order to recover the money from his Victorville  
15 commissary account, all to no avail. In light of his indigence (the impact of which has  
16 been exacerbated by ICE’s refusal to allow Plaintiff Tenghe access to money that he  
17 previously deposited into his Victorville commissary account), Plaintiff Tenghe has  
18 also submitted at least five requests for free telephone calls. Defendants ICE and GEO  
19 have never provided him with a free call in response to these requests.

20 33. Without access to free calls or his prior funds, Plaintiff Tenghe’s only  
21 means of making telephone calls is through saving money by working at Adelanto.  
22 He earns \$1.00 per day. For Plaintiff Tenghe to call his family in his home country  
23 and to speak to them for ten minutes, it costs one week’s worth of his earnings.  
24 Plaintiff Tenghe has only been able to communicate with his family three or four  
25 times since arriving at Adelanto for a total of approximately thirty minutes. If Mr.  
26 Tenghe were able to communicate reliably with his family abroad, they could help  
27 him secure additional affidavits from individuals in his community familiar with the  
28 circumstances surrounding Mr. Tenghe’s asylum claim.

1           34. Plaintiff Tenghe's only other source of support to fight his asylum case is  
2 his sponsor, a cousin who lives in Maryland. However, because of the complexities of  
3 navigating Defendants' telephone system—which require both the caller and the  
4 recipient to set up an account—it took more than two months for Plaintiff Tenghe to  
5 be able to speak with his sponsor by telephone. Even now, Plaintiff Tenghe can only  
6 afford to call his sponsor approximately once per week because each call costs about  
7 \$3.00.

8           35. The delay in reaching his sponsor and subsequent restrictions on how  
9 long Mr. Tenghe could afford to speak with his sponsor in a week have hindered Mr.  
10 Tenghe's ability to gather evidence in support of his asylum case, particularly given  
11 the long delays in sending and receiving mail. Plaintiff Tenghe's sponsor has spent  
12 several weeks attempting to mail some of the documents that Plaintiff Tenghe needs  
13 to support his asylum application, including an affidavit from Plaintiff Tenghe's  
14 cousin, an affidavit from Plaintiff Tenghe's father testifying to the mistreatment that  
15 Plaintiff Tenghe experienced, and affidavits explaining how government officials  
16 detained Plaintiff Tenghe's brother when he attempted to gather additional records for  
17 Plaintiff Tenghe. On October 24, 2018, when the documents had still not arrived at  
18 Adelanto, Plaintiff Tenghe submitted an ICE detainee request form to Defendant ICE  
19 to recover this mail, but Defendant ICE simply told Plaintiff Tenghe to request that his  
20 sponsor re-send the documents. Plaintiff Tenghe's sponsor mailed the documents  
21 again. When they finally arrived over a month after Mr. Tenghe's cousin initially sent  
22 them, they were discolored and covered in inkblot due to unexplained water damage,  
23 which made them illegible in certain places. Due to limited access to telephones and  
24 long delays with mail, Plaintiff Tenghe also has not received his cousin's tax  
25 documents, which are necessary to establish his eligibility for sponsorship.

26           36. All of these restrictions and delays have materially and demonstrably  
27 harmed Plaintiff Tenghe and his ability to present his asylum claim. His deadline to  
28 submit evidence in support of that claim passed on December 10, 2018, and his final

1 hearing is set for December 19, 2018. He is still unrepresented and unsure of whether  
2 he has gathered all of the crucial documents needed to support his application for  
3 asylum.

4 **Jason Nsinano**

5 37. Plaintiff Jason Nsinano is currently detained at Theo Lacy. He has been  
6 in immigration detention for more than three years. Mr. Nsinano is seeking asylum,  
7 withholding of removal, and relief under the Convention Against Torture. He also has  
8 a petition for habeas corpus pending in the Central District of California, Santa Ana.  
9 Due to Defendants' restrictions on telephone access, Mr. Nsinano has faced  
10 significant barriers in his efforts to secure release from custody and fight against his  
11 deportation.

12 38. Plaintiff Nsinano is seeking asylum in the United States based on his  
13 political opinion and membership in two particular social groups.

14 39. Plaintiff Nsinano first came to the United States on a tourist visa in  
15 March 2010, after fleeing physical and verbal abuse that he suffered from his family,  
16 community members, and police officers on account of his political opinion and  
17 membership in two particular social groups. After returning to his country of origin in  
18 April 2011, Plaintiff Nsinano was subjected to death threats from various police  
19 officers. Between 2011 and 2013, police officers targeted and beat Plaintiff Nsinano  
20 on multiple occasions, once so severely that he lost consciousness. Plaintiff Nsinano  
21 fled his country of origin, believing that his life was in imminent danger.

22 40. Defendants ICE and GEO initially detained Plaintiff Nsinano at  
23 Adelanto. While detained at Adelanto, Plaintiff Nsinano tried to use the Free Call  
24 Platform to contact attorneys. Because Plaintiff Nsinano could not afford to pay for  
25 an attorney, he needed to find an attorney who was willing to represent him for free.  
26 Plaintiff Nsinano was not able to reach any attorneys who were willing to represent  
27 him for free through using the Free Call Platform. On July 23, 2015, shortly after  
28 being detained, Defendant ICE found Plaintiff Nsinano not to be a danger to the

1 community nor a flight risk and granted him a bond of \$10,000. Plaintiff Nsinano  
2 could not afford to pay the \$10,000 and remained in detention.

3 41. During a significant portion of his time at Adelanto, Plaintiff Nsinano  
4 was in administrative segregation to protect him from other detainees. Because  
5 Defendants ICE and GEO confine noncitizens in administrative segregation to their  
6 cells for approximately twenty-two hours per day, only allow detainees to access  
7 telephones during their one-to-two hours of dayroom per day, and fail to provide any  
8 means of affording privacy to those using the dayroom telephones, Plaintiff Nsinano  
9 could not communicate with the United Nations High Commissioner for Refugees  
10 (“UNHCR”) and the American Bar Association (“ABA”) about the country conditions  
11 information that he needed for his asylum case. ICE and GEO typically would only  
12 permit phone access after the close of business on the East Coast, where both UNHCR  
13 and the ABA are based. On the occasions that Plaintiff Nsinano was able to make  
14 legal calls from the dayroom, other detainees were often in close proximity. As a  
15 result, Plaintiff Nsinano did not feel comfortable discussing sensitive facts about his  
16 case on the phone, sometimes resorting to using vague terms or omitting certain  
17 information that made it more difficult to obtain legal advice. Plaintiff Nsinano  
18 frequently requested that Defendants ICE and GEO afford him private legal calls.  
19 While these requests were granted on a couple occasions at the outset of Plaintiff  
20 Nsinano’s detention, after several months, ICE and GEO refused all of Plaintiff  
21 Nsinano’s requests for private legal calls.

22 42. On or around December 28, 2015, an immigration judge denied Plaintiff  
23 Nsinano’s application for asylum, withholding of removal, and relief under the  
24 Convention Against Torture. The immigration judge found, in part, that Plaintiff  
25 Nsinano’s documentary evidence did not support a finding that he will be persecuted  
26 on account of his situation, and that he failed to provide information supporting a  
27 finding that there is a well-founded fear of future persecution. On June 2, 2016, the  
28 Board of Immigration Appeals (“BIA”) affirmed the immigration judge’s decision,

1 finding that Plaintiff Nsinano's testimony and background evidence were not  
2 sufficient to prove that he suffered past persecution or a well-founded fear of future  
3 persecution. On August 19, 2016, the BIA denied Plaintiff Nsinano's motion to  
4 reconsider, in part finding that his country conditions evidence failed to show that  
5 violence against individuals in his particular social groups is so systematic or  
6 pervasive that it constitutes a pattern or practice of persecution. On December 14,  
7 2016, the BIA denied Plaintiff Nsinano's Motion to Reopen and/or Reconsider,  
8 finding that the evidence presented with the motion was unlikely to alter the outcome  
9 of proceedings.

10 43. In or around February 2017, Defendant ICE transferred Plaintiff Nsinano  
11 to Theo Lacy, where he has again been held in segregation for his own safety.  
12 Defendants ICE and OCSD also confine noncitizens in segregation at Theo Lacy to  
13 their cells for approximately twenty-two hours per day, and rotate the one-to-two hour  
14 window during which detainees can use dayroom telephones every day. Because the  
15 dayroom schedule is difficult to predict and frequently falls outside of business hours,  
16 Plaintiff Nsinano is often unable to make legal telephone calls. From April 2018 to  
17 May 2018, Defendants' restrictions on telephone access and changes to the dayroom  
18 schedule prevented Plaintiff Nsinano from making any legal telephone calls for four  
19 weeks. Plaintiff Nsinano filed a written complaint to ICE about this problem on May  
20 15, 2018. Defendant ICE's response was simply to direct Plaintiff Nsinano to file a  
21 grievance with Defendant OCSD.

22 44. Due to the problems that Defendants' restrictions on telephone access  
23 pose to Plaintiff Nsinano's ability to represent himself, Plaintiff Nsinano has asked  
24 Defendants OCSD and ICE to allow him to make telephone calls outside of dayroom  
25 hours, but Defendants rarely grant these requests. Plaintiff Nsinano also has tried to  
26 make international phone calls to human rights organizations abroad to obtain  
27 evidence that would establish his claims, but, upon information and belief, the  
28 international telephone service does not connect to his country of origin. As a result,

1 Plaintiff Nsinano has not been able to gather more evidence about the human rights  
2 violations occurring in his home country.

3 45. On multiple occasions, Plaintiff Nsinano has not been able to file  
4 evidence with the immigration court and BIA in support of his asylum claim because  
5 of Defendants' restrictions on telephone access. For example, upon information and  
6 belief, Plaintiff Nsinano needed to file a country conditions report with the Board of  
7 Immigration Appeals on or around April 20, 2017, as part of a Motion to Reopen  
8 based on changed country conditions. But, because he was not able to call the  
9 necessary human rights organizations, he could not obtain a country conditions report  
10 in time and was forced to submit his application without one. The Board of  
11 Immigration Appeals then denied his motion to reopen.

12 46. On March 23, 2018, the Ninth Circuit granted in part Plaintiff Nsinano's  
13 petition for review, holding that, "[a]s to Nsinano's asylum and withholding of  
14 removal claims, substantial evidence does not support the agency's finding that the  
15 harm Nsinano experienced did not rise to the level of persecution." *Nsinano v.*  
16 *Sessions*, 716 Fed. App'x 669, 670 (9th Cir. 2018). The Ninth Circuit then remanded  
17 Plaintiff Nsinano's case to the BIA for further proceedings.

18 47. Upon information and belief, the BIA mailed Plaintiff Nsinano a briefing  
19 schedule on October 16th, but he did not receive it until November 4, 2018, more than  
20 two and a half weeks after it was mailed. Under the briefing schedule, Plaintiff  
21 Nsinano's brief was due on November 6, 2018, just two days after he received the  
22 BIA's notice in the mail. However, Plaintiff Nsinano had contacted the BIA by  
23 telephone after his case was remanded, and learned about the briefing deadline well  
24 before the notice arrived in the mail. As a result, he was able to request, and obtain, an  
25 extension. Had he not happened to contact the BIA by phone, he likely would have  
26 missed his briefing deadline. Even with an extension, Plaintiff Nsinano was unable to  
27 obtain all of the documents that he wished to submit with his motion. For example, he  
28 was unable to obtain and submit a report showing that his home country fails to

1 comply with its obligations under the Convention Against Torture. With his  
2 immigration case still pending, Plaintiff Nsinano fears that the inability to gather  
3 important evidence due to limited telephone access is at a risk of future repetition.

4 48. In addition to limited telephone access, on at least two occasions Plaintiff  
5 Nsinano's legal mail has been opened outside of his presence. On one occasion,  
6 Defendant OCSD opened legal mail from a nonprofit that assists asylum-seekers  
7 before Plaintiff Nsinano received it. This mail contained documents that Plaintiff  
8 Nsinano needed for his petition for habeas corpus. On more than one occasion,  
9 Defendant OCSD opened mail from UNHCR outside of Plaintiff Nsinano's presence,  
10 which contained evidence, articles, and case law. Defendant OCSD's practice of  
11 opening legal mail outside of Plaintiff Nsinano's presence makes him fearful of  
12 communicating by mail, particularly out of concern of retaliation by Defendants  
13 OCSD and ICE.

14 49. Mr. Nsinano has also experienced severe delays in getting mail that, in  
15 combination with his lack of telephone access, has impacted his ability to fight his  
16 case pro se. For example, Plaintiff Nsinano has a petition for habeas corpus pending  
17 in the district court in Santa Ana alleging that he has been subjected to prolonged and  
18 indefinite detention and requesting release or, in the alternative, a bond hearing. On or  
19 about October 17, 2018, the district court sent an order requiring the government to  
20 respond to this petition, but Plaintiff Nsinano did not get the district court's order until  
21 November 4, 2018. He could not call the district court because the district court's  
22 telephone number was recently taken off the Free Call Platform and a live person does  
23 not answer the telephones at that courthouse, which makes it impossible for Plaintiff  
24 Nsinano to get through. By the time that Plaintiff Nsinano received the district court's  
25 order, he missed the deadline to consent to a magistrate judge. He is concerned that he  
26 will miss future court deadlines due to these communication barriers.

27 50. Plaintiff Nsinano has recently obtained pro bono counsel for the purpose  
28 of seeking a bond hearing before the immigration court. Due to Defendant OCSD and

1 ICE's restrictions on telephones, Plaintiff Nsinano has never been able to speak with  
2 his attorneys by telephone. Plaintiff Nsinano has attempted to call his attorneys on at  
3 least two occasions, but each time his call was cut off after reaching his attorneys'  
4 automated answering service. He has met with them in-person approximately three to  
5 four times, but they have never been permitted to have a contact visit, where they are  
6 able to speak in a completely private space. Instead, his attorneys have been forced to  
7 speak with him through a plexiglass window with a single phone receiver. When  
8 multiple members of Plaintiff Nsinano's legal team attend these meetings, only one  
9 attorney at a time can use the phone receiver to communicate with Plaintiff Nsinano,  
10 significantly inhibiting communication with his legal team.

11 51. Plaintiff Nsinano has filed grievances with Defendants OCSD and ICE  
12 about the numerous issues that he has experienced with communication at Theo Lacy,  
13 but Defendants have not meaningfully responded to these grievances. ICE officers  
14 typically state that they will pass his grievance to a supervisor, but Plaintiff Nsinano  
15 has never received a response from a supervisor or any other follow up. Defendant  
16 OCSD does not respond to his grievances at all. As a result, Plaintiff Nsinano believes  
17 that the grievance process is futile and has given up on using it as a means to resolve  
18 his concerns. He is also scared that he will face retaliation if he files additional  
19 grievances.

20 52. Plaintiff Nsinano is still unrepresented for both his immigration case and  
21 his pending petition for habeas corpus.

### 22 **American Immigration Lawyers Association**

23 53. Plaintiff AILA is the national association of more than 15,000 attorneys  
24 and law professors who practice and teach immigration law. Founded in 1946, AILA  
25 is a nonpartisan, not-for-profit organization established to promote justice, advocate  
26 for fair and reasonable immigration law and policy, advance the quality of  
27 immigration and nationality law and practice, and enhance the professional  
28 development of its members. AILA's Southern California Chapter is comprised of

1 more than 1,150 attorneys who practice law in Los Angeles, Orange, Riverside, San  
2 Bernardino, Santa Barbara, San Luis Obispo, and Ventura Counties. AILA attorneys  
3 represent detained noncitizens at Adelanto, Theo Lacy, and Musick.

4 54. Plaintiff AILA has long advocated for improved attorney access at  
5 immigration detention centers. Plaintiff AILA regularly tracks obstacles its members  
6 face when representing detained noncitizen clients and raises these issues with  
7 Immigration and Customs Enforcement in meetings at the local and national level. In  
8 addition, Plaintiff AILA provides its members with practice resources to help them  
9 navigate the difficulties they face in trying to meet, consult with, talk to, and locate  
10 their detained noncitizen clients. Plaintiff AILA has also submitted organizational  
11 comments on revised ICE Detention Standards to push for improved methods of  
12 communication with detained noncitizen clients, and to advocate for standards that  
13 would prioritize attorney access to detained noncitizen clients. Additionally, through  
14 the Immigration Justice Campaign, a joint initiative with the American Immigration  
15 Council, Plaintiff AILA has documented instances in detention facilities where the  
16 ability of counsel to effectively represent their clients has been restricted, including in  
17 complaints to the DHS Office of Civil Rights and Civil Liberties and other  
18 correspondence.

### 19 **Immigrant Defenders**

20 55. Plaintiff Imm Def is a nonprofit organization that provides free legal  
21 services to noncitizens in Southern California. Plaintiff Imm Def has approximately  
22 thirty-three full-time attorneys who provide full-scale deportation defense to nearly  
23 1,000 noncitizens per year. Plaintiff Imm Def focuses on representing the most  
24 marginalized communities, including adults with mental health conditions and  
25 children in detention. At any given time, Plaintiff Imm Def represents approximately  
26 fifty detainees at Adelanto, Theo Lacy, and Musick.

### 27 **Defendants**

28 56. Defendant United States Department of Homeland Security (“DHS”) is a

1 department of the executive branch of the United States government that is tasked  
2 with, among other things, administering and enforcing the federal immigration laws.  
3 Defendant Immigration and Customs Enforcement (“ICE”) is the agency within DHS  
4 that is specifically responsible for managing all aspects of the immigration  
5 enforcement process, including detention.

6 57. Defendant Kirstjen Nielsen is the Secretary of DHS. Secretary Nielsen is  
7 ultimately responsible for the actions of ICE. She is the legal custodian of the  
8 Individual Defendants and detained noncitizens incarcerated at Adelanto, Theo Lacy,  
9 and Musick. Secretary Nielsen is named in her official capacity.

10 58. Defendant Ronald D. Vitiello is the Acting Director of ICE, a component  
11 of DHS. ICE is responsible for apprehension, detention, and removal of noncitizens  
12 from the United States. He is the legal custodian of Individual Plaintiffs and  
13 noncitizens incarcerated at Adelanto, Theo Lacy, and Musick. Director Vitiello is  
14 named in his official capacity.

15 59. Defendant David Marin is the Field Office Director for the Los Angeles  
16 Field Office of ICE. Director Marin is responsible for the enforcement of the  
17 immigration laws within this district, and for ensuring that ICE officials follow the  
18 agency’s policies and procedures. He is the legal custodian of Individual Plaintiffs and  
19 noncitizens incarcerated at Adelanto, Theo Lacy, and Musick. He is named in his  
20 official capacity.

21 60. Defendant Orange County Sheriff’s Department is a public entity, duly  
22 organized and existing under the laws of the State of California. The OC Sheriff’s  
23 Department is responsible for the day-to-day operations of the Theo Lacy Facility in  
24 Orange, California, and the James A. Musick Facility in Irvine, California.

25 61. Defendant Geo Group, Inc. is a private company that contracts with  
26 government entities to provide corrections officers and other detention-related  
27 services. It is headquartered in Boca Raton, Florida. GEO contracts with ICE to  
28 operate the Adelanto ICE Processing Center.

1 **JURISDICTION AND VENUE**

2 62. Jurisdiction is proper pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1361,  
3 and 28 U.S.C. §§ 2201 and 2202. A substantial, actual, and continuing controversy  
4 exists between the parties.

5 63. Venue is proper in the Central District of California under 28 U.S.C. §  
6 1391, because at least one federal Defendant is in this District, Plaintiffs Torres,  
7 Tenghe, and Nsinano are detained in this District, Plaintiff Imm Def resides in this  
8 District, Plaintiff AILA has members who reside in this District, and a substantial part  
9 of the events giving rise to the claims in this action took place in this District.

10  
11 **FACTUAL ALLEGATIONS**

12 64. Defendant ICE contracts with Defendants OCSD and GEO to hold  
13 detained noncitizens, including the Individual Plaintiffs, in three immigration  
14 detention facilities in this District pending a decision on whether they should be  
15 removed from the United States.

16 65. Upon information and belief, Defendant ICE contracts with GEO to  
17 house almost 1,900 detained noncitizens in the Adelanto ICE Processing Center, a  
18 private facility that is located in San Bernardino County.

19 66. Upon information and belief, Defendant ICE contracts with OCSD to  
20 hold hundreds of detained noncitizens per day at two county jails, Theo Lacy and  
21 Musick. In cells not holding immigration detainees at Theo Lacy and Musick, OCSD  
22 incarcerates pretrial detainees, individuals convicted of misdemeanor crimes, and  
23 individuals convicted of felonies who are awaiting transfer to state prison. Upon  
24 information and belief, the OCSD policies in place at Theo Lacy and Musick are  
25 similar in purpose and effect.

26 67. Defendants ICE, GEO, and OCSD regularly transfer detained noncitizens  
27 between Adelanto, Theo Lacy, and Musick resulting in such individuals spending time  
28 at one, two, or all three immigration detention facilities. Upon information and belief,

1 Defendants OCSD and GEO, acting on behalf of Defendants ICE and DHS, frequently  
2 fail to inform attorneys when their clients have been transferred to, from, or between  
3 these immigration detention facilities.

4 68. Immigrant detention at Adelanto, Theo Lacy, and Musick is  
5 indistinguishable as a practical matter from criminal incarceration.

6 69. Adelanto, Theo Lacy, and Musick are lock-down facilities surrounded by  
7 barbed-wire fences and patrolled by armed guards. Defendants OCSD and GEO lock  
8 detained noncitizens in cells or pods for several hours a day, require detained  
9 noncitizens to wear facility-issued clothing and identification wristbands, subject  
10 detained noncitizens to official counts, lockdowns, and searches of their persons and  
11 property, and restrict their access to meeting with family members and other loved  
12 ones. On information and belief, Defendant ICE approves these practices.

13 70. Adelanto, Theo Lacy, and Musick are plagued by substandard conditions  
14 and abuse. For example, the DHS Office of Inspector General has concluded that the  
15 Adelanto and Theo Lacy facilities fail to provide access to adequate medical and  
16 mental health care, offer frequently inedible food, often lack hot water and sanitary  
17 conditions, present rampant suicide hazards, and rely on improper and overly  
18 restrictive segregation.<sup>4</sup>

19 71. Because detained noncitizens are almost completely isolated from the  
20 outside world, their only reliable means of communicating with individuals or entities  
21

22 <sup>4</sup> See, e.g., DHS Off. Inspector General, *Management Alert—Issues Requiring Action at the*  
23 *Adelanto ICE Processing Center in Adelanto, CA*, OIG-18-86 (Sept. 27, 2018),  
<https://www.oig.dhs.gov/sites/default/files/assets/2018-10/OIG-18-86-Sep18.pdf>; DHS Off.  
24 Inspector General, *Management Alert on Issues Requiring Immediate Action at the Theo Lacy*  
*Facility in Orange, CA*, OIG-17-43-MA (Mar. 6, 2017),  
<https://www.oig.dhs.gov/sites/default/files/assets/Mga/2017/oig-mga-030617.pdf>. See also Esther  
25 Lim & Daisy Ramirez, ACLU of Southern California, *Orange County Jails* (June 2017),  
<https://www.aclusocal.org/sites/default/files/ocjails2017-aclu-socal-report.pdf>; Christina Fialho &  
26 Victoria Mena, Civic & Detention Watch Network, *Abuse in Adelanto: An Investigation into a*  
*California Town's Immigration Jail*, at 4 (Oct. 2015),  
27 [https://www.detentionwatchnetwork.org/sites/default/files/reports/CIVIC%20DWN%20Adelanto%20](https://www.detentionwatchnetwork.org/sites/default/files/reports/CIVIC%20DWN%20Adelanto%20Report.pdf)  
28 [Report.pdf](https://www.detentionwatchnetwork.org/sites/default/files/reports/CIVIC%20DWN%20Adelanto%20Report.pdf).

1 outside of the facility in which they are detained is via telephone calls, in person  
2 visits, and mail.

3 72. OCSD and GEO are contractually bound by Defendant ICE's National  
4 Detention Standards. These standards were "crafted to . . . increase access to legal  
5 services . . . , improve communication with detainees with limited English  
6 proficiency, improve the process for reporting and responding to complaints, and  
7 increase . . . visitation,"<sup>5</sup> and specifically include provisions related to telephone  
8 access, legal visits, and legal mail. Yet Defendants OCSD and GEO, acting under  
9 Defendant ICE's authority and with ICE's knowledge, have repeatedly violated these  
10 detention standards.<sup>6</sup>

11 **I. Defendants Substantially Restrict and Prevent Plaintiffs' Telephone  
12 Access.**

13 73. Defendants OCSD and GEO, acting under Defendant ICE's authority and  
14 with ICE's knowledge, impose numerous barriers on the telephone calls that detained  
15 noncitizens need to be able to communicate with counsel, including Attorney  
16 Plaintiffs, or to prepare their own legal cases. Upon information and belief,  
17 Defendants OCSD and GEO, acting under Defendant ICE's authority and with ICE's  
18 knowledge, unlawfully restrict detained noncitizens from making calls by: failing to  
19 provide free calls, even to attorneys; requiring that a live person answer a call and  
20 have a pre-established account in order for the call to connect; charging prohibitively  
21 expensive rates; limiting the times during which telephones can be used; and  
22 monitoring and recording conversations. They also restrict detained noncitizens from

23 <sup>5</sup> 2011 Operations Manual ICE Performance-Based National Detention Standards ("PBNDS"),  
24 <https://www.ice.gov/detention-standards/2011>; *see also* 2008 Operations Manual ICE Performance-  
25 Based National Detention Standards, <https://www.ice.gov/detention-standards/2008> (showing the  
these standards were "designed to improve safety, security and conditions of confinement for  
detainees").

26 <sup>6</sup> *See, e.g.*, DHS Off. Inspector General, *Management Alert—Issues Requiring Action at the*  
27 *Adelanto ICE Processing Center in Adelanto, CA*, OIG-18-86 (Sept. 27, 2018),  
28 <https://www.oig.dhs.gov/sites/default/files/assets/2018-10/OIG-18-86-Sep18.pdf>; DHS Off.  
Inspector General, *Management Alert on Issues Requiring Immediate Action at the Theo Lacy*  
*Facility in Orange, CA*, OIG-17-43-MA (Mar. 6, 2017),  
<https://www.oig.dhs.gov/sites/default/files/assets/Mga/2017/oig-mga-030617.pdf>.

1 receiving calls by failing to set up a reliable system by which attorneys and others can  
2 leave messages. When calls occur in spite of these obstacles, Defendants fail to  
3 provide any means to ensure the confidentiality of communications, even when  
4 detained individuals need to discuss confidential and privileged topics with their  
5 attorneys. And OCSD and GEO, acting under ICE's authority and with ICE's  
6 knowledge, impose unreasonable time limits on calls and fail to maintain the  
7 telephones' operability or connectivity, such that scheduled calls do not occur, or  
8 calls, once started, are dropped.

9 **A. Defendants Unlawfully Restrict Plaintiffs' Ability to Make**  
10 **Telephone Calls.**

11 74. Defendants OCSD and GEO, acting under Defendant ICE's authority and  
12 with Defendant ICE's knowledge, generally do not permit detained noncitizens to  
13 make free telephone calls, whether to their attorneys or to others with whom they must  
14 communicate to prepare their cases, even if detained noncitizens are indigent.

15 75. Although Defendant ICE purports to provide a "free call platform" so  
16 that detained citizens can access some free legal service providers, consulates, and  
17 government agencies,<sup>7</sup> this platform does not allow free calls to the vast majority of  
18 legal service providers, who do not appear on Defendant ICE's pre-approved list.  
19 Upon information and belief, of the few nonprofit organizations included on the free  
20 call platform, some provide assistance only to asylum seekers, some conduct know-  
21 your-rights presentations but have limited capacity to provide individual  
22 representation, and some do not represent individuals in detention at all. Because of  
23 these limitations, the "free call platform" is effectively useless for detained  
24 noncitizens.

25 76. Outside of the "free call platform," Defendants frequently reject or ignore  
26 detained noncitizens' requests for free phone calls, even when a request for a free call

27 \_\_\_\_\_  
28 <sup>7</sup> See 2011 PBNDS, Part 5.6 at V.A.4 (Rev'd Dec. 2016), <https://www.ice.gov/doclib/detention-standards/2011/5-6.pdf>.

1 is so that a detained individual can speak with an attorney regarding an emergency.  
2 These practices flout the ICE Detention Standards, which state that “[e]ach facility  
3 shall permit detainees to make direct or free calls to ... [l]egal representatives, to  
4 obtain legal representation, or for consultation when subject to expedited removal,”  
5 among others, and that “[a]ccess shall always be granted within 24 hours of the  
6 request.” 2011 PBNDS 5.6, V, E; 2008 PBNDS Part 5, 31,V.E. In the rare  
7 circumstances when such requests are granted, Defendants often only allow a detained  
8 individual to use the telephone during non-business hours and/or limit calls to five or  
9 ten minutes, which undermines their practical utility as an avenue to access or  
10 communicate with legal counsel.

11 77. Detained noncitizens are similarly unable to make free calls to family  
12 members or other individuals assisting with their legal cases. This, too, runs contrary  
13 to the ICE Detention Standards, which state that indigent detainees shall be allowed to  
14 make free telephone calls to immediate family members or others on an “as-needed”  
15 basis.<sup>8</sup>

16 78. The few free calls that Defendants permit are allowed only to those that  
17 Defendants deem indigent. Upon information and belief, Defendants only consider  
18 detained noncitizens to be “indigent” if they have less than fifteen dollars in their  
19 commissary account for ten or more days. Accordingly, if detained noncitizens have  
20 slightly more than fifteen dollars in their commissary accounts, but less than the price  
21 needed to purchase a calling card—which generally costs approximately twenty  
22 dollars—they are without recourse or any ability to retain or contact legal counsel by  
23 telephone for free.

24 79. Because detained noncitizens, even those who are indigent, cannot  
25 typically make telephone calls for free, they must arrange to pay for these calls. Upon  
26

27 <sup>8</sup> See 2011 PBNDS, Part 5.6 at V.E.3 (Rev’d Dec. 2016), <https://www.ice.gov/doclib/detention-standards/2011/5-6.pdf>.

1 information and belief, Defendant OCSD has a contract with Global Tel Link to  
2 provide paid telephone services at Theo Lacy and Musick,<sup>9</sup> and GEO contracts with  
3 Talton Communications to provide telephone services at Adelanto. Upon information  
4 and belief, Defendants OCSD and GEO profit from detained noncitizens' telephone  
5 usage.<sup>10</sup>

6 80. Upon information and belief, there are generally three ways for detained  
7 noncitizens to make outgoing telephone calls (aside from free calls) at Adelanto, Theo  
8 Lacy, and Musick: (1) a detained noncitizen can place a collect call, which requires  
9 the recipient to have set up a paid account in advance of even receiving the call; (2) a  
10 detained noncitizen can purchase a calling card through the commissary; or (3) a  
11 family member or friend can establish a PIN-linked pre-paid account or contribute to a  
12 detainee's commissary.

13 81. Detained noncitizens who attempt to purchase prepaid calling cards face  
14 prohibitively expensive calling charges. This contradicts the ICE Detention Standards,  
15 which provide that "[d]etainees shall have reasonable and equitable access to  
16 reasonably priced telephone services." 2011 PBNDS Part 5.6, II.1; 2008 PBNDS Part  
17 5, 31, V.A.2. Upon information and belief, for each call, Defendants charge detained  
18 noncitizens both a call initiation fee and a fee per minute. At Theo Lacy and Musick,  
19 for example, a local, intrastate call costs approximately \$0.23 per minute.<sup>11</sup> This  
20 means that detained noncitizens cannot even afford a five-minute local phone call in  
21 California with the wages earned from one full day of work at the facility. Interstate  
22 and international phone calls are even more expensive. Upon information and belief,  
23 short international calls can cost detained noncitizens over \$20.00 per call.

24 82. Detained noncitizens who need to place collect calls to family members,  
25

26 <sup>9</sup> See OC Sheriff's Department Telephone Contract, attached as Exhibit A; Global Tel Link  
27 Amendment to Contract, attached as Exhibit B.

28 <sup>10</sup> See *id.*, Ex. B at 5 (showing that OC Sheriff's Department earns at least \$264,000 per month in  
revenue from Global Tel Link based on telephone services provided at the Orange County Jails).

<sup>11</sup> See *id.*, Ex. B at 3.

1 friends, or attorneys, or need assistance from these individuals in setting up pre-paid  
2 calling accounts, may never be able to reach their desired recipients due to the  
3 cumbersome process involved in setting up the telephone accounts, particularly for  
4 individuals who do not speak English.

5 83. Upon information and belief, even when detained noncitizens are able to  
6 make telephone calls, they cannot reach any legal organization that uses a pre-  
7 recorded message to route calls, or leave messages for attorneys who are unable to  
8 answer the call. Defendants' telephone systems only allow calls to be completed if a  
9 live person answers the telephone and accepts the call. If a recorded greeting begins to  
10 play, the call disconnects. At Theo Lacy and Musick for instance, Defendant OCSD's  
11 telephone system includes an "acceptance process" that requires the recipient to dial  
12 numbers into a touch-tone or rotary phone and "mute[s] the [detained individual's]  
13 ability to speak to the called party until the call is accepted."<sup>12</sup> Upon information and  
14 belief, the same process applies at Adelanto. This acceptance process interferes with  
15 the ability of detained noncitizens to communicate with attorneys, including Attorney  
16 Plaintiffs, even when detained noncitizens have paid for calling cards and/or attorneys  
17 have set up prepaid accounts. Detained noncitizens and attorneys, including Attorney  
18 Plaintiffs, are only able to communicate by telephone if: (1) a detainee is able to call  
19 an attorney on a direct line, and (2) the attorney is able to answer the telephone call at  
20 the precise moment when the detainee calls. The same process applies for detained  
21 noncitizens who need to communicate with other individuals outside of the  
22 immigration detention facility in order to collect evidence for their immigration cases  
23 or other legal matters, such as courthouse administrators and police department  
24 employees who manage legal records, hospital employees who manage medical  
25 records, school administrators who maintain academic transcripts, and individuals  
26 who work at non-governmental organizations that collect country conditions

27  
28 <sup>12</sup> See Ex. A, OCSD Telephone Contract at 28.

1 information.

2 84. Defendants further restrict telephone access by severely limiting the  
3 availability of telephones. Upon information and belief, the majority of telephones are  
4 located in the dayroom of detained noncitizens' housing units. Yet, at Theo Lacy,  
5 Defendant OCSD confines detained noncitizens in certain modules (the I-module and  
6 the O-module) to their cells for twenty-one to twenty-two hours per day, and provides  
7 only two hours of dayroom access on a rotating basis—frequently early in the  
8 morning and late at night. The rotating schedule prevents detained noncitizens from  
9 being able to make legal calls during regular business hours, and makes it virtually  
10 impossible to set up times to speak with attorneys or other professionals in advance.  
11 Defendant OCSD's restrictions prevent detained noncitizens from connecting with  
12 attorneys and other professional organizations and entities for days or weeks at a time.

13 85. Upon information and belief, at Adelanto, Defendant GEO also confines  
14 detainees in administrative segregation—which generally includes those who are in  
15 need of protective custody and/or have mental health conditions—to their cells for  
16 approximately twenty-one hours to twenty-two hours per day and permits detained  
17 noncitizens to have only one-to-two hours of dayroom access per day. These  
18 restrictions on telephone access make it difficult or impossible for detained  
19 noncitizens to contact individuals for legal purposes.

20 86. Upon information and belief, for detained noncitizens in disciplinary  
21 segregation at Adelanto, Defendant GEO does not allow detained noncitizens to use  
22 telephones outside of their cells at all. Instead, Defendant GEO uses two corded  
23 “telephones on wheels,” which are telephones that can be rolled to the various cells  
24 and require a detained individual to speak on a headset that fits through the meal slot  
25 of a cell door. Detained noncitizens must share the two “telephones on wheels” with  
26 all of the other detainees in segregation, and are afforded virtually no privacy in any of  
27 their conversations.

28

1           **B. Defendants Prevent Detained Noncitizens from Receiving Incoming**  
2           **Calls and Messages.**

3           87. Defendants ICE, OCSD, and GEO effectively prohibit detained  
4 noncitizens from receiving incoming telephone calls from attorneys, including  
5 Attorney Plaintiffs, and other individuals assisting with detained individuals' legal  
6 proceedings.<sup>13</sup>

7           88. Although the ICE Detention Standards provide that detention facilities  
8 "shall take and deliver telephone messages to detainees as promptly as possible,"<sup>14</sup>  
9 Defendants OCSD and ICE do not employ a reliable process for leaving or relaying  
10 telephone messages for detained noncitizens at Theo Lacy and Musick. As a result,  
11 Attorney Plaintiffs who need to reach their detained clients are effectively at the whim  
12 of detention facility staff and deportation officers who, upon information and belief,  
13 refuse to take any messages for detained noncitizens except perhaps in extreme  
14 emergencies.

15           89. While Defendants GEO and ICE purportedly have a process for  
16 accepting short telephone messages at Adelanto, detained noncitizens and Attorney  
17 Plaintiffs report that this process is unreliable and generally ineffective. Upon  
18 information and belief, Defendants GEO and ICE frequently deliver messages several  
19 hours, days, or weeks late if they deliver the messages at all.

20           90. Without a reliable message system at any of the immigration detention  
21 facilities, Defendants ICE, GEO, and OCSD prevent detained noncitizens from  
22 knowing when an attorney needs to speak with them or whether there have been  
23 material developments in their legal cases.

24           **C. When Telephone Calls Occur, Defendants Do Not Provide for**  
25           **Privacy.**

26           91. Defendants OCSD and GEO generally do not allow detained noncitizens

27           <sup>13</sup> See, e.g., OCSD Telephone Contract, Ex. A, at 27 ("The [Inmate Calling Manager] shall  
28 prohibit all incoming calls.").

<sup>14</sup> See 2011 PBNDS, Part 5.6, V.J.; 2008 PBNDS, Part 5, 31, V.J.

1 to make private or confidential telephone calls regarding legal matters. Upon  
2 information and belief, in each of the detention facilities' dayrooms, Defendants  
3 OCSD and GEO have installed a row of between four and twelve telephones, each  
4 approximately two feet apart. None of these telephones has panels or partitions  
5 sufficient to ensure privacy or confidentiality. All of these telephones are located close  
6 to televisions or other communal spaces such that other detainees and facility staff can  
7 easily overhear the content of detained noncitizens' telephone conversations.

8 92. Upon information and belief, Defendants have also posted signs by each  
9 telephone informing detained noncitizens that their conversations may be monitored  
10 and recorded. Recently, Defendant OCSD has changed the telephone service such that  
11 all outgoing calls state specifically that they are being recorded and monitored. If  
12 detained noncitizens do not consent to their call being monitored, they are unable to  
13 complete the call. Likewise, to accept a call from Theo Lacy, an attorney must  
14 acknowledge that the call may be monitored by dialing "0." If an attorney does not  
15 dial "0," the call will not connect.

16 93. Upon information and belief, detained noncitizens at Theo Lacy and  
17 Musick are particularly wary of their lack of privacy because, over the past few years,  
18 Defendant OCSD and its telephone service provider have illegally recorded more than  
19 1,000 telephone calls between persons held at the Orange County Jails and lawyers.<sup>15</sup>

20 94. All other phone calls that detained noncitizens need to make to pursue  
21 their legal rights—whether to courts, hospitals, academic institutions, penal  
22 institutions, human rights organizations, or to family and friends—are also subject to  
23 monitoring and recording.

24 95. Upon information and belief, Defendant OCSD and GEO's practices of  
25 recording and monitoring telephone calls causes detained noncitizens to fear that the

26 \_\_\_\_\_  
27 <sup>15</sup> See, e.g., Matt Ferner, *Confidential Inmate Calls with Lawyers Recorded Illegally in*  
28 *California Jails for Years*, Huffington Post, Aug. 17, 2018,  
[https://www.huffingtonpost.com/entry/california-jail-recording-inmate-calls\\_us\\_5b771e73e4b0a5b1febb18eb](https://www.huffingtonpost.com/entry/california-jail-recording-inmate-calls_us_5b771e73e4b0a5b1febb18eb).

1 information that they communicate over the telephone will be used against them in  
2 their legal proceedings or will expose them to mistreatment by their jailors.  
3 Defendants' policies of monitoring and recording telephone conversations also chill  
4 attorneys' speech because attorneys, including Attorney Plaintiffs, cannot  
5 communicate substantive information or legal strategies over the telephone without  
6 concerns that they will waive the attorney-client privilege.

7 96. Although Defendants ICE, OCSD, and GEO purportedly permit detained  
8 noncitizens to request private telephone calls at each of the immigration detention  
9 facilities, Defendants fail to maintain a system that provides detained noncitizens with  
10 reliable access to confidential telephone calls on a timely basis. As with requests for  
11 free calls, detained noncitizens are frequently forced to wait several days or weeks for  
12 a response to a private call request. Even in instances when Defendants respond to a  
13 detained noncitizen's request for a confidential legal call, Defendants frequently deny  
14 the request without justification or provide the call late at night, when attorneys and  
15 other professionals are no longer in their offices.

16 **D. Defendants Fail to Maintain Phones and Do Not Ensure**  
17 **Connectivity.**

18 97. Upon information and belief, Defendants OCSD, GEO, and ICE further  
19 restrict detained noncitizens' ability to make telephone calls by deactivating service to  
20 telephones, failing to timely repair broken or inoperable telephones, and refusing to  
21 ensure service to all countries and/or to fix connectivity problems to certain countries.

22 98. Upon information and belief, at Adelanto, Defendants GEO and/or ICE  
23 turn(s) off telephones in particular housing units without advance notice whenever a  
24 noncitizen from that unit is being deported, which happens frequently, and refuses to  
25 reactivate the telephones for several hours thereafter. In so doing, Defendants GEO or  
26 ICE regularly deprive detained noncitizens in these housing units of telephone access  
27 for anywhere between two and eight hours at a time. At Theo Lacy and Musick,  
28 Defendants OCSD or ICE have simply chosen to turn off multiple operational

1 telephones throughout the facilities at all times. Defendant OCSD or ICE’s decision to  
2 deactivate several telephones at Musick and Theo Lacy significantly limits the number  
3 of functional telephones available to detained noncitizens at these jails.

4 99. Upon information and belief, at all of the immigration detention facilities,  
5 Defendants fail to repair broken phones in a timely fashion and fail to fix interruptions  
6 in telephone service that prevent calls from connecting to certain countries or cause  
7 telephone calls to suddenly drop or disconnect. Whenever telephone calls drop,  
8 detained noncitizens are required to pay additional fees to initiate new telephone calls.

9 **II. Defendants Fail to Provide Sufficient Space and Staffing for Timely,  
10 Confidential, and Contact Legal Visits.**

11 100. None of the detention facilities provides a sufficient number of  
12 confidential visiting rooms to adequately accommodate the needs of detained  
13 noncitizens to meet with their attorneys, including Attorney Plaintiffs. This runs  
14 contrary to the ICE Detention Standards, which provide that “[v]isits between legal  
15 representatives and assistants and an individual detainee are confidential and shall not  
16 be subject to auditory supervision. Private consultation rooms shall be available for  
17 such meetings.” 2011 PBNDS Part 5.7, II.2 & V.J.9.

18 101. Upon information and belief, Defendants OCSD and ICE provide no  
19 “private consultation rooms” for the detained noncitizens held at Theo Lacy to meet  
20 with their attorneys, and only two such rooms at Musick.

21 102. Instead of private consultation rooms, at Theo Lacy and Musick, detained  
22 noncitizens are forced to communicate with attorneys either in an open café-like  
23 setting or in narrow booths separated by plexiglass windows with telephones affixed  
24 to the walls. There is effectively no way for detained noncitizens and their attorneys to  
25 communicate with each other without OCSD guards, other detainees, and/or other  
26 visitors overhearing these conversations. Upon information and belief, this lack of  
27 attorney-client confidentiality threatens to chill the speech of both detained  
28 noncitizens and their attorneys.

1 103. Upon information and belief, Defendants OCSD and ICE also impose  
2 significant wait times on attorney-client visitation at Theo Lacy and Musick. Indeed,  
3 Defendants OCSD or ICE have posted a sign in Theo Lacy that states: “Visitors be  
4 prepared to wait anywhere between 5 minutes to 2 hours sometimes. . . . Be patient,  
5 please don’t come and ask us why it is taking so long.”

6 104. Upon information and belief, if Defendants OCSD or ICE provided an  
7 adequate number of contact visitation rooms at Theo Lacy and Musick, wait times  
8 would be far shorter and attorneys and detained noncitizens would be better able to  
9 communicate effectively and confidentially.

10 105. Defendants GEO and ICE also fail to provide a sufficient number of  
11 confidential attorney visitation rooms at Adelanto to accommodate the size of the  
12 facility. For noncitizens held at Adelanto West, there are approximately eight attorney  
13 visitation rooms for about 1280 detainees. At Adelanto East, there are two visitation  
14 rooms for approximately 660 detainees. Upon information and belief, the number of  
15 attorneys who need to meet with detained noncitizens at Adelanto far outstrips the  
16 number of attorney visitation rooms available and the capacity of staff to  
17 accommodate these visits.

18 106. Although Defendants GEO and ICE have a system at Adelanto whereby  
19 attorneys can make appointments to meet with detained clients twenty-four hours in  
20 advance, Defendants GEO and ICE do not reliably make detained noncitizens  
21 available at the designated times. Instead, upon information and belief, Defendants  
22 GEO and ICE generally force attorneys, including Attorney Plaintiffs, to wait between  
23 half an hour and four-and-a-half hours for each visit with a noncitizen detainee. Upon  
24 information and belief, the attorney visit list is not always printed and given to GEO  
25 employees tasked with the attorney visit process, which creates unnecessary confusion  
26 and further delay. Further, even an attorney visit scheduled in advance does not  
27 always mean that room space has been reserved because of a lack of communication  
28 among GEO staff.

1 107. If an attorney visiting a client at Adelanto, including an Attorney  
2 Plaintiff, does not have an appointment in advance, the attorney must put his or her  
3 name on a list and wait for a space to open. Upon information and belief, waiting for  
4 an attorney visitation space to open at Adelanto can take several hours. If an attorney  
5 has appointments to meet with multiple clients in one day, and one appointment runs  
6 fifteen minutes over the time of another appointment, the second appointment is  
7 cancelled and Defendants add the attorney to the “first-come-first-served” list.

8 108. Upon information and belief, Defendants GEO and ICE also fail to fill  
9 open attorney visiting rooms, and fail to provide sufficient staffing to check attorneys  
10 into the facility, oversee attorney visitation, and bring and return detained noncitizens  
11 from their housing units in a timely manner. These failures cause additional delays for  
12 attorney visitation at Adelanto.

13 109. Defendants’ policies and procedures related to interpreters further hinder  
14 attorneys’ ability to meet and speak with detained noncitizens. A large number of  
15 detained noncitizens do not speak English. If an attorney does not speak the same  
16 language as a client, the attorney needs an interpreter to communicate. Upon  
17 information and belief, at each of the detention facilities, Defendants frequently  
18 change and/or delay processing security clearances for interpreters, and at times fail to  
19 relay such clearances to detention facility staff, which prevents attorneys from being  
20 able to meet with their detained clients for several days or weeks. While Defendant  
21 GEO permits attorneys to use a language line in some of the attorney-visiting rooms at  
22 Adelanto, less than half of the attorney visitation rooms have telephones that can be  
23 used to call an outside language line. Because Defendants OCSD and/or ICE do not  
24 permit any telephones at Theo Lacy and Musick, the only way to access a language  
25 line is through use of a deputy’s phone. Upon information and belief, at Theo Lacy  
26 and Musick, Defendant OCSD rarely grants such requests. Due to these challenges,  
27 many attorneys such as Attorney Plaintiff Imm Def find it almost impossible to  
28 represent clients who require an interpreter.

1 **III. Defendants' Policies and Practices Related to Legal Correspondence**  
2 **Exacerbate Communication Barriers.**

3 110. Detained noncitizens and attorneys, including Attorney Plaintiffs, cannot  
4 rely on legal correspondence as a substitute for telephone and in-person  
5 communication.

6 111. Defendants do not allow detained noncitizens to access the Internet,  
7 which precludes detained noncitizens from corresponding with counsel over email.

8 112. Defendants GEO and OCSD screen detained noncitizens' incoming and  
9 outgoing legal mail in a manner that significantly delays, and at times obstructs,  
10 delivery. Upon information and belief, Defendants' screening and sorting process can  
11 delay the delivery of legal mail by weeks. These interruptions and delays in written  
12 legal mail hinder detained noncitizens' ability to find counsel and gather evidence in  
13 support of their legal cases, and put detained noncitizens at risk of missing court-  
14 mandated filing deadlines. Due to the unpredictability of legal mail, attorneys,  
15 including Attorney Plaintiffs, cannot rely on legal mail for any time-sensitive  
16 communication or documents that require a prompt signature from a noncitizen  
17 detainee to meet a filing deadline. Further, many discussions related to providing legal  
18 advice about intricate or complex aspects of detained noncitizens' legal cases and  
19 preparing detained noncitizens to testify in court can only be communicated  
20 effectively orally.

21 113. Upon information and belief, Defendant OCSD also regularly opens  
22 detained noncitizens' incoming legal mail at Theo Lacy outside of detained  
23 noncitizens' presence, causing detained noncitizens to fear that detention facility staff  
24 read or tamper with their legal mail and will retaliate against them for the information  
25 contained therein. Upon information and belief, this practice violates both Defendant  
26 ICE's Immigration and Detention standards, *see* PBNDs 5.1.V.F.2, as well as  
27 Defendant OCSD's own written policies.

28

1 **IV. Defendants Have Not Addressed Problems with Telephones, Attorney**  
2 **Visitation, and Mail Despite Grievances From Detained Noncitizens.**

3 114. Upon information and belief, while detained noncitizens have filed  
4 numerous grievances with Defendants ICE, GEO, and OCSD about problems with  
5 telephone access, attorney visitation, and legal mail, Defendants frequently reject or  
6 ignore their written complaints. Many grievances go unreported. Upon information  
7 and belief, numerous detained noncitizens fear that guards will take adverse actions  
8 against them for filing a grievance, such as searching their cells and tearing up legal  
9 papers, assigning a more dangerous detainee to share their cell in an effort to instigate  
10 a fight, or engaging in staff abuse or misconduct.

11 115. In March of 2018, detained noncitizens within Theo Lacy's I-Module  
12 sent a complaint letter to the DHS Office of Inspector General raising concerns about  
13 telephone access. In this letter, which is attached as Exhibit C, detained noncitizens  
14 alleged the following:

15 Theres [*sic*] a memorandum posted on the wall by ICE case workers  
16 saying that detainees will have access to the telephones 24 hours a day  
17 except during count or facility program. **THIS IS NOT THE CASE.**  
18 Often times not even during business hours. We are only allowed access  
19 during our dayroom for 2 hours a day, which rotates. When we ask for  
20 permission to access the phones (even to make attorney phone calls we  
21 are told to wait until it's our dayroom). A lot of us are pro per, fighting  
22 asylum cases and need to reach witnesses in different countries and  
23 different time zones, which is why 24 [*sic*] access is critical for our cases.

24 In this same letter, detained noncitizens also complained that their request forms and  
25 message slips are rarely, if ever, answered, and expressed concern regarding  
26 retaliation. In the words of detained noncitizens within the I-Mod, "The Theo Lacy  
27 Sheriff's Dept. are notorious for taking adverse repercussions on ICE detainees by  
28 harassing & taking peoples personal property or destroying pictures, or by abusing  
their authority when searching the cells as intimidation tactics, if and when an ICE  
detainee has griped or openly exposed the department for their malicious/abusive  
misconduct toward ICE detainees." *Id.*

1 116. Upon information and belief, on October 4, 2018, detained noncitizens in  
2 six sections of the I-Module at Theo Lacy sent an additional letter to the U.S.  
3 Department of Justice Office of the Inspector General, which is attached as Exhibit D,  
4 in which they raised several of these concerns again, including that they are:

5 1. Confined for 21 hrs. a day with two hours of dayroom and one hours of  
6 recreational yard. (Confined that is, in a 6' x 10' cell).

7 2. Phone access is limited to dayroom time with no free phone calls allowed  
8 regardless of indigent status

9 ...

10 6. Sometimes our outgoing legal mail doesn't reach its destination; we can only  
11 speculate that such is been tampered with.

12 ...

13 12. Request slips of any sort and grievances are ignored more than often  
14 without any apparent reason.

15 ...

16 13. If a complaint is submitted regarding an excess of authority, intimidation, or  
17 harassment by a deputy, repression is often effected with searches and write ups  
18 of any sort.

19 ...

20 15. Sometimes our visitations also are cut short. Privacy to visitation wether  
21 [*sic*] is legal or public is never enforced; phone calls are always monitored  
22 regardless if they are legal or public.

23 117. Upon information and belief, Defendants' refusal to respond to detained  
24 noncitizens' grievances about telephone access, attorney visitation, and mail, and to  
25 fix the underlying problems chills detained noncitizens' willingness and ability to  
26 communicate with attorneys and other individuals outside of the detention facility, as  
27 is necessary for detained noncitizens to fight their legal cases.

28 118. Likewise, Defendants' refusal to fix these underlying problems chills the  
speech of attorneys, including Attorney Plaintiffs, by limiting the information that  
attorneys can communicate with their detained clients over the telephone, through  
legal mail, and in-person without violating attorney-client confidentiality.

1 **V. Defendants’ Restrictions on Legal Communication Harm Plaintiffs.**

2 119. All of Defendants’ restrictions hinder detained noncitizens’ ability to  
3 find, retain, and communicate with counsel, and deprive attorneys, including Plaintiff  
4 Attorneys, of their ability to provide effective assistance to their detained clients.  
5 These restrictions also unlawfully restrict unrepresented detained noncitizens in  
6 preparing their defenses to removal and in initiating other lawsuits.

7 **A. Defendants’ Restrictions Impede Detained Noncitizens’ Ability to**  
8 **Find and Retain Counsel.**

9 120. Defendants’ numerous restrictions on communication make it extremely  
10 difficult for detained noncitizens to find and retain attorneys in a timely fashion, if  
11 they are able to reach any attorneys at all. Detained noncitizens must call numerous  
12 attorneys and legal organizations in an effort to obtain free or low-cost legal  
13 representation. During these telephone calls, detained noncitizens need to explain to  
14 an attorney—who frequently does not speak the same language as them—the basis of  
15 their legal case, whether they have the means to pay for legal counsel, the procedural  
16 posture of their case, whether they have any relatives who live in the area, and what  
17 other documents they need or want to get to fight their case. For detained noncitizens  
18 seeking pro bono representation, detained noncitizens also need to persuade a lawyer  
19 that the detained noncitizens will be easy to work with, that their case has merit, and  
20 that taking on their case will not be too burdensome. For detained noncitizens seeking  
21 legal counsel for non-immigration matters, Defendants’ restrictions on communication  
22 frequently prevent detained noncitizens from even finding contact information for  
23 prospective counsel.

24 121. Defendants’ numerous restrictions on communication, which prevent  
25 detained noncitizens from accessing free, confidential telephone calls during business  
26 hours, leaving telephone messages for attorneys who are unable to answer the phone,  
27 and receiving messages from interested attorneys, effectively delays or prevents  
28 detained noncitizens from having these crucial conversations and obtaining counsel.

1 122. If detained noncitizens are unable to obtain counsel, they are much less  
 2 likely to prevail in their legal cases. Studies indicate that represented noncitizens are  
 3 much more likely to apply for relief from deportation and to obtain the relief they  
 4 seek.<sup>16</sup> Based on data collected by TRAC this year, from January to July of 2018,  
 5 approximately 27% of represented noncitizens detained at Theo Lacy and Musick  
 6 have obtained relief from removal.<sup>17</sup> In contrast, only 5% of unrepresented noncitizens  
 7 detained at Theo Lacy and Musick have obtained relief.<sup>18</sup> Similarly, at Adelanto,  
 8 approximately 28% of represented detainees have obtained relief this year, whereas  
 9 only about 6.5% of those who are unrepresented have obtained relief.<sup>19</sup> Detained  
 10 noncitizens with legal representation are also seven times more likely to be released  
 11 on bond when represented,<sup>20</sup> and noncitizens represented by counsel who are released  
 12 from detention are nearly five and a half times more likely to have a successful case  
 13 outcome than their detained counterparts.<sup>21</sup>

14 123. Detained noncitizens who are unable to obtain counsel are also less likely  
 15 to prevail in their legal cases outside of the removal process. Studies indicate that  
 16 indigent individuals who obtain counsel are, on average, more likely to prevail than  
 17 their unrepresented counterparts.<sup>22</sup> In contrast, litigants who are unrepresented and  
 18 lack legal training frequently do an inadequate job of representing themselves in civil  
 19 cases, which results in their being deprived of their full rights.<sup>23</sup> Incarceration only  
 20

21 <sup>16</sup> See Ingrid Eagly & Steven Shafer, Access to Counsel in Immigration Court at 3,  
 22 [https://www.americanimmigrationcouncil.org/sites/default/files/research/access\\_to\\_counsel\\_in\\_immigration\\_court.pdf](https://www.americanimmigrationcouncil.org/sites/default/files/research/access_to_counsel_in_immigration_court.pdf).

23 <sup>17</sup> See TRAC, Details on Deportation Proceedings in Immigration Court,  
<http://trac.syr.edu/phptools/immigration/nta/> (last visited Dec. 14, 2018).

24 <sup>18</sup> *Id.*

<sup>19</sup> *Id.*

25 <sup>20</sup> See Ingrid Eagly & Steven Shafer, A National Study of Access to Counsel in Immigration  
 Court, 164 U. Penn. L. Rev. 1, 70 (2015).

26 <sup>21</sup> See Ingrid Eagly & Steven Shafer, Access to Counsel in Immigration Court at 19.

27 <sup>22</sup> See, e.g., Rebecca L. Sandefur, *The Impact of Counsel: An Analysis of Empirical Evidence*, 9  
 Seattle J. for Soc. Just. 51, 69 (2010).

28 <sup>23</sup> N.H. Citizens Comm'n on the State Courts, Report and Recommendations 10–11 (June 1,  
 2006), [http://www.courts.state.nh.us/press/2006/cc\\_report.pdf](http://www.courts.state.nh.us/press/2006/cc_report.pdf) (unrepresented individuals typically  
 do an inadequate job of self-representation, resulting in compromised justice).

1 exacerbates these challenges.

2 124. Defendants' communication restrictions not only inhibit detained  
3 noncitizens' ability to retain counsel, they also reduce the total number of detained  
4 noncitizens that attorneys, including Plaintiff Attorneys, can represent. Defendants'  
5 restrictions make it far more difficult for an attorney to represent a detained noncitizen  
6 client than a non-detained client, who can be reached via telephone or email and can  
7 come into an attorney's office rather than requiring an attorney to travel for long  
8 periods to meet with clients at detention facilities.

9 125. For example, Plaintiff Imm Def 's primary office is located in downtown  
10 Los Angeles. Due to Defendants' restrictions on telephone access and long delays in  
11 sending and receiving legal mail, Imm Def attorneys generally need to travel to meet  
12 their clients in-person. From their Los Angeles office, it generally takes attorneys  
13 approximately 1 hour and 30 minutes to drive to Adelanto, 1 hour and 20 minutes to  
14 drive to Musick, and 50 minutes to drive to Theo Lacy.

15 126. Upon information and belief, if wait times were significantly reduced and  
16 telephonic communications improved (in terms of access and quality of the call), each  
17 Imm Def attorney could significantly increase the number of detained noncitizens they  
18 represent.

19 127. Similarly, most immigration attorneys who are members of Plaintiff  
20 AILA Southern California Chapter have their offices in the greater Los Angeles area,  
21 between one and two hours away from Adelanto, Theo Lacy, or Musick. Given that  
22 many attorneys are required to travel for four hours round trip just to reach Adelanto,  
23 Defendants' communication policies can cost an attorney to lose an entire work day  
24 simply by trying to meet with one client.

25 128. Because of Defendants' barriers to communication, Plaintiff Attorneys  
26 and other lawyers are unable to represent as many immigration detainees at Adelanto,  
27 Theo Lacy, and Musick as they might otherwise be willing and able to, which further  
28 restricts and denies detained noncitizens of their right to be represented by counsel.

1           **B. Defendants’ Restrictions Stifle Communication between Detained**  
2           **Noncitizens and Attorneys, Including Attorney Plaintiffs, and Hinder**  
3           **Effective Legal Assistance.**

4           129. Defendants’ restrictions on communication also interfere with detained  
5 noncitizens’ right to effective assistance of counsel, and Attorney Plaintiffs’ right to  
6 provide legal advice to clients.

7           130. Defendants’ restrictions on communication inhibit all aspects of attorney-  
8 client communication necessary for representation in immigration proceedings  
9 including: (1) conducting an initial assessment of a client’s legal claims and eligibility  
10 for relief such as asylum; (2) interviewing a client to obtain a lengthy, personal  
11 declaration that often details traumatic facts about physical, sexual, and other  
12 violence; (3) counseling a client as to her legal options and developments in her case;  
13 (4) obtaining signatures on release forms when seeking client records from outside  
14 agencies; and (5) preparing a client to testify in court, including to face cross-  
15 examination by an experienced ICE attorney. These conversations are often intricate  
16 and complex, and necessitate hours-long discussions with clients, often through  
17 interpreters. Defendants’ restrictions on communication hinder detained noncitizens  
18 and their attorneys, including Attorney Plaintiffs, from having these critical  
19 exchanges.

20           131. Defendants further impede these vital attorney-client exchanges by  
21 limiting the means by which detained noncitizens and attorneys, including Attorney  
22 Plaintiffs, can communicate confidentially. Without the means of communicating  
23 confidentially with a client via telephone or in-person, a lawyer cannot fully assess  
24 whether a noncitizen detainee has a basis for contesting removability or is eligible for  
25 immigration relief. To determine whether a client is eligible for asylum, for instance, a  
26 lawyer must build sufficient trust and rapport to explore highly sensitive topics, such  
27 as whether a client is a victim of physical or sexual assault, whether a person has been  
28 diagnosed with a chronic or infectious medical condition, and whether a person has  
fled persecution because of his or her sexual orientation or gender identity. Likewise,

1 in order to show an immigration judge why a client should be released on bond or  
2 deserves cancellation of removal, an attorney must frequently explore, often over  
3 several hours, a number of sensitive personal matters with the detained noncitizens.  
4 These conversations may include, for example, the harm that a client's young U.S.  
5 citizen children or elderly parents may face should the client be deported, what efforts  
6 a client has made toward rehabilitation following a criminal conviction, whether a  
7 client is in recovery from substance abuse, and what efforts a client has made to assist  
8 with governmental investigations after being a victim of a crime. Should an attorney  
9 need to include this information in a written declaration or prepare a client for  
10 testifying in an adversarial proceeding, as is required for most forms of immigration  
11 relief, the conversations can often take several hours and require multiple visits in  
12 order to solicit the relevant information and counsel a client. Upon information and  
13 belief, Attorney Plaintiff Imm Def generally anticipates that each attorney needs  
14 between five and ten individual meetings preparing a client for a merits hearing,  
15 which amounts to approximately 20-40 hours, not including wait times and travel.

16 132. Without a confidential setting where clients feel safe, detained  
17 noncitizens are less willing to share private information about their cases, which  
18 undermines attorneys' ability to provide clients with legal advice and to represent  
19 them effectively in court. Similarly, without a way of ensuring attorney-client  
20 confidentiality during in-person meetings, attorneys are limited in the types of  
21 questions that they can ask and the feedback that they can provide to detained  
22 noncitizens.

23 133. Defendants' restrictions on telephone access and attorney visitation also  
24 harm detained noncitizens' ability to communicate with lawyers assisting them with  
25 civil rights actions and other cases beyond their individual removal proceedings.<sup>24</sup> For

26 \_\_\_\_\_  
27 <sup>24</sup> See, e.g., *Rodriguez v. Marin*, Case Nos. 13-56706 & 13-56755 (9th Cir. 2018) (challenging  
28 the government's practice of detaining immigration facing deportation proceedings for month or  
years without due process); *Hernandez v. Sessions*, Case No. 16-620 (C.D. Cal., filed April 6, 2016)

1 example, detained noncitizens seeking to challenge indefinite detention must be able  
 2 to explain sensitive information to their lawyers related to why their home countries  
 3 might not be willing to issue travel documents. Similarly, detained noncitizens who  
 4 seek to challenge their mistreatment within the detention facilities—such as staff  
 5 abuse, inadequate medical or mental health care, a deprivation of religious liberties, or  
 6 denial of reasonable accommodations for disabilities—must have the means of  
 7 confidentially communicating their mistreatment to attorneys without fear of  
 8 retaliation.<sup>25</sup> Defendants’ policies also harm detained noncitizens who require  
 9 attorney-client communication with criminal defense attorneys relating to a  
 10 simultaneous criminal prosecution or to post-conviction relief applications.

11 **C. Defendants’ Barriers to Communication Hinder Unrepresented**  
 12 **Detained Noncitizens from Presenting their Immigration Cases.**

13 134. Defendants’ telephone, in-person visitation, and mail policies unlawfully  
 14 restrict the ability of unrepresented detained noncitizens to prepare their cases against  
 15 removal.

16 135. At an early stage of removal proceedings, many detained noncitizens  
 17 may apply for a bond redetermination hearing before an immigration judge. 8 C.F.R. §  
 18 1003.19. If a detained noncitizen is able to obtain release on bond, his chances of  
 19 prevailing in his removal case dramatically increase. Unrepresented noncitizens who  
 20 are released are more than three times as likely to have a successful case outcome than  
 21 unrepresented detained noncitizens.<sup>26</sup>

22  
 23 (challenging the federal government’s practice of setting unreasonably high bonds, without  
 24 consideration of noncitizens’ financial resources or ability to pay).

25 <sup>25</sup> See, e.g., *Rivera Martinez, et al. v. The Geo Group, Inc., et al.*, Case No. 18-1125 (C.D. Cal.,  
 26 filed May 25, 2018) (an action for damages and declaratory relief based on 42 U.S.C. §1983, due to  
 alleged abuse by Adelanto staff against immigration detainees who engaged in a hunger strike to  
 27 protest inhumane conditions at Adelanto); see also *Teneng v. Trump*, Case No. 18-1609 (C.D. Cal.,  
 28 filed Aug. 1, 2018) (a class action lawsuit challenging unlawful conditions for immigration detainees  
 at FCI-Victorville, many of whom have since been transferred to Adelanto).

<sup>26</sup> Ingrid Eagly & Steven Shafer, Access to Counsel in Immigration Court at 19, Figure 9,  
[https://www.americanimmigrationcouncil.org/sites/default/files/research/access\\_to\\_counsel\\_in\\_immigration\\_court.pdf](https://www.americanimmigrationcouncil.org/sites/default/files/research/access_to_counsel_in_immigration_court.pdf).

1 136. To prevail at a bond redetermination hearing, the legal standard  
2 governing release requires the detained noncitizen to demonstrate that he has strong  
3 family and community ties, has been rehabilitated from any convictions, and is likely  
4 to prevail in proceedings. *Matter of Guerra*, 24 I. & N. Dec. 37 (BIA 2006). To  
5 prepare his case, a detained noncitizen must gather supporting evidence, including by  
6 calling family members to obtain letters of support, former employers for letters  
7 confirming employment, his children's schools for records indicating he has been a  
8 supportive parent (and documenting any challenges the children face), courts to obtain  
9 prior criminal records, and churches and other community groups for letters of  
10 support. Defendants' telephone restrictions prevent unrepresented detained  
11 noncitizens from making these critically necessary calls.

12 137. If a detained noncitizen is unable to obtain release on bond, Defendants'  
13 communication policies unlawfully restrict his ability to research and prepare his  
14 defense to removal. To ascertain whether he can challenge DHS's charges of  
15 removability, or determine whether he is eligible for relief from removal, the detained  
16 noncitizen needs to make telephone calls and send out letters, such as to obtain  
17 criminal records or pro se materials from nonprofit organizations. But Defendants'  
18 policies hamper these communications, resulting in detained noncitizens' inability to  
19 make otherwise viable challenges to removal.

20 138. Defendants' communication policies have a devastating impact on those  
21 detained noncitizens who apply for discretionary relief from removal. To win their  
22 cases, detained noncitizens must make numerous phone calls—to police departments,  
23 prior employers, churches, hospitals, friends, families, and schools—so that they can  
24 obtain supporting evidence, including criminal records, medical records, academic  
25 records, employment records, affidavits about family and community ties, educational  
26 challenges for children, photographs, and letters of support. Defendants' telephone  
27 policies unlawfully restrict unrepresented detained noncitizens from making these  
28 critical calls. Detained noncitizens also need to be able to send out letters in order to

1 obtain materials in support of their case, but are less likely to do so if they believe that  
2 detention facility staff, such as those who work for Defendant OCSD, are going to  
3 read their legal mail.

4 139. Defendants' communication restrictions additionally harm those detained  
5 noncitizens who apply for asylum or other persecution-based relief. *See* 8 U.S.C. §  
6 1158; 8 U.S.C. § 1231(b)(3); 8 C.F.R. § 208.18. These detained noncitizens must  
7 make international calls to document the persecution they endured abroad. These  
8 include telephone calls to human rights organizations abroad, family members and  
9 friends abroad, experts abroad, and potentially even hospitals, schools, and prior  
10 employers abroad. Defendants' policies restrict detained noncitizens' ability to  
11 conduct calls necessary to obtain witness affidavits and declarations from these  
12 sources. Defendants' policies also effectively prevent detained noncitizens from  
13 making the telephone calls necessary to collect country conditions evidence—reports  
14 showing that a detained noncitizens' persecution is substantiated by non-  
15 governmental, academic, and governmental reports about a country of origin.

16 140. Defendants' communication policies further harm those detained  
17 noncitizens who lose their cases before an immigration judge, and appeal to the Board  
18 of Immigration Appeals (the appellate administrative body) or a federal court of  
19 appeals. These detained noncitizens require the ability to communicate through  
20 telephone and legal mail with nonprofits who can assist them with legal research,  
21 provide sample pleadings, and pro-se materials. Defendants' policies and procedures  
22 related to telephones, and Defendant OCSD's policies relating to legal mail, mean that  
23 detained noncitizens cannot obtain these materials, without which they cannot prevail  
24 in their appeals.

25 141. At each stage of the removal process, Defendants' restrictions on  
26 communication harm unrepresented detained noncitizens' ability to prepare their cases  
27 and defend themselves against deportation. Detained noncitizens who lose their cases  
28 as a result of Defendants' communication policies face permanent separation from

1 family and friends and, at times, exposure to violence, torture, and even death.

2 **D. Defendants' Barriers to Communication Hinder Unrepresented**  
3 **Detained Noncitizens from Obtaining Other Forms of Statutory**  
4 **Relief from Removal and From Litigating Other Civil Cases.**

5 142. Defendants' barriers to communication also hinder detained noncitizens  
6 from obtaining other forms of statutory relief from removal, which are granted by  
7 USCIS, the component of the Department of Homeland Security that administers  
8 immigration benefits. For instance, detained noncitizens who have suffered substantial  
9 mental or physical abuse as a result of being the victim of a qualifying crime may  
10 apply for a U-Visa. *See generally* 8 U.S.C.

11 § 1101(a)(15)(U)(i). The grant of a U-Visa results in termination of removal  
12 proceedings and allows the crime victim to remain in the United States. However, a  
13 respondent cannot pursue a U-Visa without a certification by a law enforcement  
14 agency corroborating the applicant's helpfulness in the investigation and/or  
15 prosecution of the crime. *See* 8 U.S.C. § 1184(p). This means that the respondent must  
16 convince a law enforcement agency to complete a detailed certification form that  
17 describes the applicant's cooperation. *See* U.S. Citizenship and Immigration Services,  
18 *Form I-918* (Feb. 2, 2017), [https://www.uscis.gov/sites/default/files/files/form/i-](https://www.uscis.gov/sites/default/files/files/form/i-918supb.pdf)  
19 [918supb.pdf](https://www.uscis.gov/sites/default/files/files/form/i-918supb.pdf). Of course, a detained noncitizen cannot obtain the completed form  
20 without being able to communicate with the agency in order to request it.

21 143. Furthermore, Defendants' policies unlawfully restrict the ability of  
22 unrepresented detained noncitizens to bring other civil lawsuits, such as petitions for  
23 habeas corpus and actions brought pursuant to *Bivens v. Six Unknown Named Agents*,  
24 403 U.S. 388 (1971), and to seek post-conviction relief. Because pro se detainees are  
25 generally unfamiliar with state and federal court legal procedures and legal mail can  
26 be unreasonably slow, unreliable, and, in certain circumstances, subject to government  
27 intrusion or interference, detained noncitizens need to be able to communicate with  
28 state and federal courts by telephone to answer questions regarding legal procedures,  
the filing of various forms, whether there has been activity in a case, and the

1 procedural requirements for various motions. Unrepresented detained noncitizens also  
2 need to be able to use telephones to contact governmental and nongovernmental  
3 agencies, police departments, medical facilities, and other administrative entities in  
4 order to gather evidence in support of their lawsuits and/or efforts to obtain post-  
5 conviction relief. Without the ability to make telephone calls, detained noncitizens are  
6 significantly hindered in their ability to fully protect their legal rights.

7 **VI. Defendants' Policies and Procedures Related to Legal Communication are**  
8 **Unnecessarily Restrictive and Punitive.**

9 144. Upon information and belief, Defendants OCSD and ICE's restrictions  
10 on telephone access at Theo Lacy and Musick are similar, if not identical, to  
11 restrictions imposed on pre-trial detainees and convicted prisoners, even though  
12 detained noncitizens are not being held for punitive reasons. The telephone service  
13 provider is the same for both detained noncitizens and County prisoners, and the rules  
14 governing telephone access are virtually the same. *See, e.g.*, Orange County Jail Rules  
15 Policy 1600.3(c), attached as Exhibit E (prohibiting county prisoners from receiving  
16 telephone calls; limiting the spaces where telephones may be used; requiring county  
17 prisoners to make collect calls to a receiving party; and monitoring and recording all  
18 collect housing phones).

19 145. Upon information and belief, Defendant OCSD's policies and procedures  
20 regarding attorney-client visitation at Theo Lacy and Musick are even more  
21 burdensome for detained noncitizens than for pre-trial detainees and convicted  
22 prisoners. Upon information and belief, at these facilities, Defendant OCSD provides  
23 county prisoners with more private rooms where clients can have contact visits with  
24 their attorneys. Attorneys can also call these jails to reserve the private attorney  
25 visitation rooms prior to arrival at the jail; no such arrangements are regularly made  
26 for immigration detainees' attorneys.

27 146. At Adelanto, Defendants GEO and ICE's restrictions on communication  
28

1 are similar to those imposed upon pre-trial detainees and convicted prisoners.<sup>27</sup>

2 147. Upon information and belief, Defendants' restrictions on telephone, mail,  
3 and legal visitation are unnecessarily restrictive and punitive. Defendant ICE's own  
4 Detention Standards represent just one example of less restrictive legal  
5 communication policies and practices that Defendants could implement.

6  
7 **CLASS ALLEGATIONS**

8 148. Plaintiffs bring this action on behalf of themselves and all others who are  
9 similarly situated, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), and  
10 23(b)(2), and in compliance with Local Rule 23-2.

11 149. Plaintiffs seek to represent a class (the "Civil Detainee Class") defined as  
12 follows:

13 All immigration detainees who are now, or in the future will be, detained  
14 at detention facilities in Southern California that are owned and operated  
by the OCSD and/or GEO.

15 150. The proposed class satisfies the requirements of Rule 23(a)(1) because it  
16 is so numerous that joinder of all members is impracticable. At any given time, ICE  
17 detains a combined total of more than 2,000 noncitizens pending their removal  
18 proceedings in the three detention facilities: Adelanto, Theo Lacy, and Musick.  
19 Adelanto has a capacity to hold approximately 1,950 immigrants. Musick has capacity  
20 to hold approximately 250 detained noncitizens. Theo Lacy can hold approximately  
21 500 detained noncitizens. Moreover, thousands of additional noncitizens will be  
22 subject to Defendants' policies, practices, and omissions in the future, as Defendants  
23 continue to detain additional noncitizens at the immigration detention facilities daily.

24 151. Joinder is also impracticable because of the inherently transitory state of

25  
26 <sup>27</sup> See, e.g., DHS Office of the Inspector General, *Management Alert—Issues Requiring Action at*  
27 *the Adelanto ICE Processing Center in Adelanto, CA*, OIG-18-86 at 9 (Sept. 27, 2018),  
28 <https://www.oig.dhs.gov/sites/default/files/assets/2018-10/OIG-18-86-Sep18.pdf> ("Although this  
form of civil custody should be non-punitive, some of the center conditions and detainee treatment  
we identified during our visit and outlined in this management alert are similar to those one may see  
in criminal custody.")

1 the proposed class. Plaintiffs and class members are detained pending removal  
2 proceedings and are frequently released from custody, transferred to other detention  
3 centers in separate regions of the country, or deported from the United States.

4 152. The Plaintiff Class members are identifiable using records maintained in  
5 the ordinary course of business by ICE.

6 153. The proposed class meets the commonality requirements of Federal Rule  
7 of Civil Procedure 23(a)(2) because all class members are subject to Defendants'  
8 common policies or practices with respect to the use of and access to in-person  
9 visitation, telephones, and mail.

10 154. Moreover, there are numerous questions of law and fact common to the  
11 proposed class. Such questions include, but are not limited to:

- 12 a. whether Defendants' policies and practices violate the ICE Detention  
13 Standards promulgated by ICE and the Immigration and Nationality  
14 Act with respect to legal visitation, legal mail, and telephone access;
- 15 b. whether Defendants' policies, practices, and omissions in denying and  
16 restricting access to legal visitation, telephones, and legal mail violate  
17 Plaintiffs' right to effective communication with counsel under the  
18 Fifth Amendment Due Process Clause;
- 19 c. whether Defendants' policies, practices, and omissions in denying and  
20 restricting access to legal visitation, telephones, and legal mail violate  
21 Plaintiffs' right to a fair hearing and to gather and present evidence,  
22 under the Fifth Amendment Due Process Clause;
- 23 d. whether the conditions at Adelanto, Theo Lacy, and Musick as they  
24 relate to communication are similar to or more restrictive than for pre-  
25 trial detainees or persons convicted of criminal offenses;
- 26 e. whether the conditions at Adelanto, Theo Lacy, and Musick as they  
27 relate to communication are unnecessarily restrictive and/or punitive;
- 28 and

1 f. whether Defendants’ policies, practices, and omission in denying and  
2 restricting access to legal visitation, telephones, and legal mail violate  
3 detained noncitizens’ First Amendment rights to freedom of speech  
4 and the petition clause.

5 155. The proposed class meets the typicality requirement of Federal Rule of  
6 Civil Procedure 23(a)(3) because the claims of the representative Plaintiffs are typical  
7 of the claims of the class as a whole. Plaintiffs Torres, Tenghe, and Nsinano and  
8 proposed class members are all individuals who are detained at one of the detention  
9 facilities owned and operated by Defendants GEO and OCSD and are subject to  
10 Defendants’ access and use policies for legal visitation, telephones, and legal mail.  
11 Plaintiffs Torres, Tenghe, Nsinano, and the proposed class also share the same legal  
12 claims, which challenge the legality of these access and use policies, practices, and  
13 omissions under the INA, the Due Process Clause, the First Amendment, and the  
14 Administrative Procedures Act.

15 156. The proposed class meets the adequacy requirements of Federal Rule of  
16 Civil Procedure 23(a)(4). Plaintiffs seek the same relief as the other members of the  
17 class—namely, a declaration that Defendants’ policies and practices violate the INA,  
18 the Fifth Amendment Due Process Clause, the First Amendment, the Administrative  
19 Procedures Act and an order enjoining Defendants from enforcing unconstitutional  
20 policies restricting detained noncitizens’ communication with respect to legal visits,  
21 telephones, and legal mail. Plaintiffs also have no interests that are adverse to the class  
22 as a whole.

23 157. Additionally, the proposed class is represented by counsel from the  
24 Stanford Law School Immigrants’ Rights Clinic, the American Civil Liberties Union  
25 Foundation of Southern California, and the law firm of Sidley Austin, LLP. Counsel  
26 have extensive experience litigating class action lawsuits and other complex cases in  
27 federal court, including civil rights lawsuits on behalf of immigration detainees.

28 158. Finally, the proposed class satisfies Federal Rule of Civil Procedure

1 23(b)(2) because Defendants have acted on grounds generally applicable to the whole  
2 class by subjecting the entire class to its policies, practices, actions, and omissions that  
3 form the basis of this complaint. All policies are required to be monitored by a central  
4 figure, Defendant ICE, and Defendant ICE is charged with promulgating,  
5 disseminating, and enforcing its standard policies applicable to the class as a whole.  
6 The injunctive and declaratory relief sought is appropriate and will apply to all  
7 members of the class.

8 159. In the alternative, the class also qualifies for certification under Rules  
9 23(b)(1)(A) and 23(b)(1)(B) of the Federal Rules of Civil Procedure.

10  
11 **CLAIMS FOR RELIEF**

12 **FIRST CLAIM FOR RELIEF**  
13 **VIOLATION OF THE IMMIGRATION AND NATIONALITY ACT**  
14 **(BY DETAINED NONCITIZENS)**

15 160. Plaintiffs repeat and incorporate by reference all allegations contained in  
16 paragraphs 1 through 159 as though set forth fully herein.

17 161. The Immigration and Nationality Act guarantees noncitizens in removal  
18 proceedings the right to counsel of their choosing at no expense to the government.  
19 8 U.S.C. § 1229a(b)(4)(A); 8 U.S.C. § 1362; *Biwot v. Gonzales*, 403 F.3d 1094, 1098  
(9th Cir. 2005).

20 162. The Immigration and Nationality Act also provides that detained  
21 noncitizens shall have a reasonable opportunity to present evidence on their own  
22 behalf. 8 U.S.C. § 1229a(b)(4)(B).

23 163. Defendants' conduct has violated and continues to violate detained  
24 noncitizens' statutory right to counsel by preventing detained noncitizens from  
25 finding, retaining, and communicating effectively with legal representatives.

26 164. Defendants' conduct also violates detained noncitizens' statutory right to  
27 present evidence by preventing unrepresented detained noncitizens from collecting  
28 evidence and communicating with potential witnesses, and experts, as is necessary for

1 detained noncitizens to meaningfully prepare and present their legal cases.

2 165. Individual Plaintiffs and detained noncitizens of the proposed class have  
3 suffered and will suffer injury as a proximate result of Defendants' violation of their  
4 statutory rights under 8 U.S.C. § 1229a(b)(4)(A), 8 U.S.C. § 1229a(b)(4)(B), and  
5 8 U.S.C. § 1362.

6 **SECOND CLAIM FOR RELIEF**  
7 **Violation of the Due Process Clause**  
8 **of the Fifth Amendment of the United States Constitution**  
9 **(by Detained Noncitizens)**

10 166. Plaintiffs repeat and incorporate by reference all allegations contained in  
11 paragraphs 1 through 165 as though set forth fully herein.

12 167. The Due Process Clause of the Fifth Amendment guarantees detained  
13 noncitizens the right to a full and fair hearing in their removal cases. *See, e.g.,*  
14 *Colmenar v. INS*, 210 F.3d 967, 971 (9th Cir. 2000).

15 168. The Due Process Clause of the Fifth Amendment also guarantees  
16 detained noncitizens the right to be represented by counsel of their choice at no  
17 expense to the government. *Baltazar-Alcazar v. I.N.S.*, 386 F.3d 940, 944 (9th Cir.  
18 2004); *Tawadrus v. Ashcroft*, 364 F.3d 1099, 1103 (9th Cir. 2004); *Orantes-*  
19 *Hernandez v. Thornburgh*, 919 F.2d 549, 554, 565 (9th Cir. 1990). This due process  
20 right includes the right to effective assistance of counsel. *See Ahmed v. Mukasey*, 548  
21 F.3d 768, 771 (9th Cir. 2008); *Ray v. Gonzales*, 439 F.3d 582, 587 (9th Cir. 2006)  
22 (“this Circuit has long recognized that an alien’s due process right to obtain counsel in  
23 immigration matters also includes a right to *competent representation* from a retained  
24 attorney.”); *see also Ardestani v. INS*, 502 U.S. 129, 138 (1991) (“We are mindful that  
25 the complexity of immigration procedures, and the enormity of the interests at stake,  
26 make legal representation in deportation proceedings especially important.”).

27 169. Defendants’ conduct has violated and continues to violate detained  
28 noncitizens’ Fifth Amendment rights by preventing detained noncitizens from finding,  
retaining, and communicating effectively with counsel.

1 170. Defendants' conduct also violates detained noncitizens' Fifth  
2 Amendment rights by preventing unrepresented detained noncitizens from collecting  
3 evidence and communicating with potential witnesses and experts, as is necessary for  
4 unrepresented detained noncitizens to meaningfully prepare and present their legal  
5 cases.

6 171. Individual Plaintiffs and detained noncitizens of the proposed class have  
7 suffered and will suffer injury as a proximate result of Defendants' violation of their  
8 right to a full and fair hearing, their right to be represented by counsel of their choice  
9 at no expense to the government, and their right to competent counsel under the Due  
10 Process Clause of the Fifth Amendment.

11 **THIRD CLAIM FOR RELIEF**  
12 **Violation of the Due Process Clause of the**  
13 **Fifth Amendment of the United States Constitution**  
14 **(by Detained Noncitizens)**

15 172. Plaintiffs repeat and incorporate by reference all allegations contained in  
16 paragraphs 1 through 171 as though set forth fully herein.

17 173. Defendants' restrictions on telephone access, legal visits, and legal mail  
18 at Adelanto, Theo Lacy, and Musick are punitive in violation of the Due Process  
19 Clause.

20 174. Defendants' telephone, legal visit, and legal mail restrictions: (1) impose  
21 conditions identical to, similar to, or more restrictive than those in which pre-trial  
22 detainees and individuals convicted of criminal offenses within the same or  
23 comparable facilities are held; (2) are not reasonably related to legitimate government  
24 objectives and/or are excessive in relation to those objectives; and (3) are employed to  
25 achieve objectives that could be accomplished in alternative and less harsh methods.

26 175. Individual Plaintiffs and detained noncitizens of the proposed class have  
27 suffered and will suffer injury as a proximate result of Defendants' violation of their  
28 right to be free from unlawful punishment under the Due Process Clause of the Fifth  
Amendment.

1 **FOURTH CLAIM FOR RELIEF**  
2 **Violation of the First Amendment of the United States Constitution**  
3 **(by the AILA and Imm Def attorneys, on behalf of themselves)**

4 176. Plaintiffs repeat and incorporate by reference all allegations contained in  
5 paragraphs 1 through 175 as though set forth fully herein.

6 177. The First Amendment protects Plaintiff AILA's members and Plaintiff  
7 Imm Def and its attorneys in representing their clients, including providing legal  
8 advice and making well-grounded arguments, because those activities are modes of  
9 speech, expression, and association. *See, e.g., Legal Services Corp. v. Velazquez*, 531  
10 U.S. 533 (2001); *In re Primus*, 436 U.S. 412 (1978); *Nat'l Ass'n for Advancement of*  
11 *Colored People v. Button*, 371 U.S. 415, 429 (1963).

12 178. Defendants' restrictions at Adelanto, Theo Lacy, and Musick limit and  
13 deter Attorney Plaintiffs from speaking and meeting with detained noncitizen clients  
14 at each of these facilities, and in so doing impede Plaintiff Attorneys' ability to  
15 provide legal advice and effective assistance.

16 179. By depriving Attorney Plaintiffs of the means of communicating with  
17 clients, Defendants have violated and continue to violate Attorney Plaintiffs' rights  
18 under the First Amendment.

19 180. Attorney Plaintiffs have suffered and will suffer injury as a proximate  
20 result of Defendants' violation of their First Amendment right to freedom of speech,  
21 expression, and association.

22 **FIFTH CLAIM FOR RELIEF**  
23 **Violation of the First Amendment of the United States Constitution**  
24 **(by Detained Noncitizens)**

25 181. Plaintiffs repeat and incorporate by reference all allegations contained in  
26 paragraphs 1 through 180 as though set forth fully herein.

27 182. The First Amendment guarantees prisoners and detainees the right to  
28 communicate with the outside world. *Valdez v. Rosenbaum*, 302 F.3d 1039 (9th Cir.  
2002). This protection includes the right to make telephone calls, exchange  
correspondence, and receive in-person visitors. *See id.*; *Strandberg v. City of Helena*,

1 791 F.2d 744, 747 (9th Cir. 1986) (“Courts have recognized detainees’ and prisoners’  
2 first amendment right to telephone access.”)

3 183. The First Amendment further protects the right to hire and consult with  
4 an attorney. *Mothershed v. Justices of Supreme Court*, 410 F.3d 602, 611 (2005), *as*  
5 *amended on denial of reh’g* (9th Cir. July 21, 2005). The state may not unreasonably  
6 restrict this right. *Id.*

7 184. By depriving detained noncitizens of the means of communicating with  
8 the outside world and of hiring and consulting with attorneys, Defendants have  
9 violated and continue to violate detained noncitizens’ rights under the First  
10 Amendment.

11 185. Prisoners and detainees also have a First Amendment right, grounded in  
12 the free speech clause, to receive sealed legal mail without government interference.  
13 *Hayes v. Idaho Corr. Ctr.*, 849 F.3d 1204, 1208 (9th Cir. 2017). This protection  
14 includes the right to “send and receive” mail, *Witherow v. Paff*, 52 F.3d 264, 265 (9th  
15 Cir. 1995), and the right to have legal mail inspected and opened in the detainee’s  
16 presence, *Hayes*, 849 F.3d at 1208. By depriving detained noncitizens from receiving  
17 sealed legal mail without government interference, Defendant OCSD has violated and  
18 continues to violate detained noncitizens’ First Amendment right to freedom of  
19 speech.

20 186. The First Amendment also guarantees detained noncitizens the right to  
21 petition the government for redress of grievances, including the right to file other civil  
22 actions in court and the right to petition a federal agency for immigration benefits that,  
23 if granted, would result in termination of their removal proceedings. *Silva v. Di*  
24 *Vittorio*, 658 F.3d 1090, 1101–02 (9th Cir. 2011), *overruled on other grounds by*  
25 *Richey v. Dahne*, 807 F.3d 1202, 1209 n.6 (9th Cir. 2015). Defendants have violated  
26 detained noncitizens’ rights by denying and severely restricting the telephone access  
27 and legal visits necessary to seek legal representation and obtain documents and  
28 evidence in support of their civil rights complaints, petitions for habeas corpus, and/or

1 applications for immigration benefits.

2 187. Individual Plaintiffs and detained noncitizens of the proposed class have  
3 suffered and will suffer injury as a proximate result of Defendants' violation of their  
4 rights under the First Amendment.

5 **SIXTH CLAIM FOR RELIEF**  
6 **Violation of the Administrative Procedure Act**  
7 **(All Plaintiffs against Defendant ICE)**

8 188. Plaintiffs repeat and incorporate by reference all allegations contained in  
9 paragraphs 1 through 187 as though set forth fully herein.

10 189. The ICE Performance-Based National Detention Standards ("PBNDS")  
11 governing immigration detainees provide specific protections related to telephone  
12 access, legal visits, and legal mail. *See* 2011 PBNDS 5.1, 5.6, 5.7,  
13 <https://www.ice.gov/detention-standards/2011>; 2008 Operations Manual ICE  
14 Performance-Based National Detention Standards Part 5 §§ 26, 31, & 32,  
15 <https://www.ice.gov/detention-standards/2008>.

16 190. An agency's unexplained failure to follow its own rules constitutes  
17 "arbitrary" and "capricious" conduct in violation of the Administrative Procedures  
18 Act, 5 U.S.C.  
19 § 706(2)(A); *United States ex. rel. Accardi v. Shaughnessy*, 347 U.S. 260 (1954); *FCC*  
20 *v. Fox Television Stations, Inc.*, 556 U.S. 502 (2009).

21 191. In addition, Defendant ICE is failing to act "in accordance with law," and  
22 therefore violating the Administrative Procedures Act, 5 U.S.C. § 706(2)(A), by  
23 failing to comply with the attorney access requirements of the Immigration and  
24 Nationality Act, 8 U.S.C.  
25 § 1229a(b)(4), and 8 U.S.C. § 1362, and First and Fifth Amendments to the United  
26 States Constitution.

27 192. Individual Plaintiffs, Attorney Plaintiffs, detained noncitizens of the  
28 proposed class have suffered and will suffer injury as a proximate result of  
Defendants' violation of the Administrative Procedures Act.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully ask this Court to take jurisdiction over this actual controversy and:

A. Certify the Civil Detainee Class as proposed above, appoint the Individual Plaintiffs to serve as representatives of the Class, and appoint undersigned counsel to represent the Class;

B. Declare that the actions and practices of Defendants as described above constitute violations of federal regulatory, statutory, and constitutional law;

C. Enjoin Defendants, their subordinates, agents, employees, and all others acting in concert with them from subjecting Plaintiffs to the unlawful acts and omissions described herein, and issue an injunction sufficient to remedy the violations of the Individual Plaintiffs' and the proposed class' rights, including ordering Defendants to undertake the following:

1. provide detained noncitizens the ability to make private, unmonitored, unrecorded legal telephone calls, without being overheard by other immigration detainees or facility staff;
2. provide sufficient space and staffing for timely, confidential, and contact legal visits;
3. afford detained noncitizens sufficient time to complete legal calls, and establish a process by which detained noncitizens can make legal calls outside of free time;
4. implement an adequate process by which attorneys can reliably send messages to and schedule legal calls and visits with detained noncitizens;
5. provide reasonable accommodations for detained noncitizens who are indigent and cannot afford to make legal calls, including international calls;
6. ensure that telephone service providers are able to connect to all countries;
7. provide a cost-effective and functional process for detained noncitizens and attorneys to access remote interpretation services for legal telephone calls and attorney visits; and
8. refrain from opening legal mail outside of the presence of detained noncitizens.

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- D. Grant Plaintiffs reasonable attorney’s fees and costs;
- E. Grant such other relief that the Court deems just and appropriate.

DATED: December 14, 2018      Respectfully submitted,

IMMIGRANTS’ RIGHTS CLINIC  
Mills Legal Clinic at Stanford Law School

By: /s/ Jennifer Stark  
Jennifer Stark

# Exhibit A

**MA-060-15010542**  
**FOR THE PROVISION OF**  
**INMATE TELEPHONE SERVICES**  
**WITH GLOBAL TEL\*LINK CORPORATION**

THIS AGREEMENT (hereinafter "Contract") for the provision of Inmate Telephone Services, as further described herein is made and entered into as of the date of the last to sign of all necessary signatures below, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and GLOBAL TEL\*LINK CORPORATION, with a place of business at 2609 Cameron St., Mobile, AL 36607, hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties."

**RECITALS**

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Inmate Telephone Services, as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Request For Proposals for Inmate Telephone Services; and

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract with Contractor for Inmate Telephone Services.

NOW, THEREFORE, the Parties mutually agree as follows:

**I. ARTICLES**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Revenue Contract:** This is a revenue contract. The County shall not be responsible for any payments to Contractor for the good/services provided to the County hereunder. Contractor payments to the County shall be made in accordance with Paragraph 27 "Revenue Sharing and Commission Payments" and Attachment C "Revenue Sharing and Payment." Payments made to the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "HH" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et. seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days'

written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation(s).

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, its employees, nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M.

Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made Or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests' clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond

its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

CONTRACTOR disclaims any responsibility to provide, and in fact has not provided, COUNTY any legal advice with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by COUNTY, or compliance therewith. COUNTY has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this CONTRACT. COUNTY agrees to indemnify, defend, and hold CONTRACTOR harmless from any liability, claims, suits, proceedings, damages, costs, and expenses relating to any claims made against CONTRACTOR arising out of failure of COUNTY to comply with such law, regulation or guideline.

All call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by CONTRACTOR to COUNTY are the exclusive property of the COUNTY for the term of this CONTRACT and any resulting extensions of this CONTRACT; provided, however, that CONTRACTOR shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this CONTRACT, and for other lawful business purposes. Notwithstanding the foregoing, CONTRACTOR will direct any third party request for call recordings to the County except when the request is pursuant to a legal process such as, a search warrant or a subpoena.

- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

#### Additional Terms and Conditions

- 1. Term of Contract:** This Contract shall commence on the date of the last to sign of all necessary signatures below or upon approval of the County Board of Supervisors, whichever occurs later, and shall continue for three (3) years renewable for seven (7) additional one (1) year terms from that date, upon mutual agreement of both parties unless otherwise terminated by County. The County does not have to give reason if it decides not to renew.
- 2. Scope of Services:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which Contractor shall provide Inmate Telephone Services, as described in Attachment A (Scope of Work).
- 3. Fiscal Appropriation:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 4. Project Manager:** County and Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of

such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

5. **Precedence** The Contract documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
6. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
7. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of County. Failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.
8. **Publication/News/Information Release:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press releases with either the award of this Contract or any subsequent amendment of, or effort under this Contract shall not be released without first obtaining review and written approval of said news releases from County through County's Project Manager.
9. **Reports/Meetings:** Upon County's request, Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
10. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor written notice of the breach and ten (10) calendar days in which to cure the breach.
  - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.

- 11. Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of County's Purchasing Agent by way of the following process:
- a. Contractor shall submit to the agency/department deputy purchasing agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
  - b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County's Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.
- 12. Stop Work:** County may, at any time, by written stop work order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) working days after the stop work order is delivered to Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to Contractor or within any extension of that period to which the Parties shall have agreed, County shall either: 1) Cancel the stop work order or 2) Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by County.
- 13. Termination ~ Orderly:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 14. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action

between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

**15. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Sheriff's Department Inmate Services  
1530 South State College Blvd  
Anaheim, CA 92806  
Attn: Buffy O'Neil  
714-939-4855

cc: Sheriff-Coroner /Purchasing Services Bureau  
Attn: Yvette Torres, Supervising Buyer  
320 N. Flower Street  
Santa Ana, CA92703  
714-568-5791

Contractor: Global Tel\*Link Corporation  
Attn: SVP Administration  
107 St. Francis Street, 33<sup>rd</sup> Floor  
Mobile, Alabama 36602  
(251) 338-8859

cc: Global Tel\*Link Corporation  
Attn: General Counsel  
12021 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
(703) 955-3910

**16. Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

**17. Title to Data:** All materials, documents, data or information obtained from County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

**18. Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at

reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.

19. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
20. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
21. **Contractor Safety Standards and Work Hours:** Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.
22. **Audit:** County's duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to County hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of three (3) years following the date of final payment for the Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. County's representatives shall have the right to reproduce any of the aforesaid documents.  
  
Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.
23. **Authorization Warranty:** Contractor represents and warrants that the person executing the Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
24. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
25. **Licenses and Standards:** Contractor represents and warrants that it and all Contractor personnel providing services under this Contract have all necessary licenses, certifications and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further Contractor represents and warrants that its employees, agents, interns, paid or unpaid volunteers and consultants or agents shall conduct themselves in compliance with the laws applicable to sexual harassment and ethical behavior. County may terminate this Contract

immediately without penalty in the event that any of Contractor personnel are found not to have any applicable or represented license.

**26. Contractor Personnel – Reference Checks:** The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this contract.

**27. Revenue Sharing and Commission Payments:** Contractor shall pay the County the greater of either: (1) a Minimum Annual Guarantee (MAG) of Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000) per year or (2) 97.5 percent of the monthly gross revenue (Pre-Contractor Fees charged by the Contractor) generated by Inmate telephone calls other than interstate calls. No commission is paid on revenue from interstate calls. Payments shall be made to the County in equal monthly installments. Payments shall be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month).

The MAG reconciliation shall be based on gross revenue which is defined as the sum of all charges for intrastate calls (Pre-Contractor Fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. Thereafter, at the end of any given calendar month, MAG payments shall be reconciled with the money that would be owed under "(2)" above for that month. For each calendar month, the excess of the fee due under "(2)" above not later than the 10<sup>th</sup> business day of the succeeding month along with a certified statement. If the amount payable under "(2)" above does not exceed the MAG payment made, Contractor shall certify within ten (10) calendar days and no additional fee shall be due for that month, but no refund will be made.

**28. Security Requirements:**

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal drugs or other substances.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

**THE CONTRACTOR'S PERSONNEL REQUIREMENTS:**

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance.
5. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner's printed form. Facsimile or photocopy forms will not be accepted.
6. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
7. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
8. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

**E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:**

1. All work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

**F. POTENTIAL DELAYS/INTERRUPTIONS:**

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

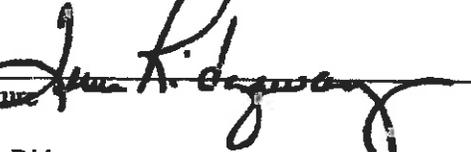
**CONTRACTOR\*: GLOBAL TEL\*LINK CORPORATION**

  
Signature

Jeffrey B. Haidinger  
Print Name

President and COO  
Title

10-9-14  
Date

  
Signature

Teresa Ridgeway  
Print Name

SVP, Administration, and Corporate Secretary  
Title

10-9-14  
Date

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

\*\*\*\*\*

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By 

Title FINANCIAL DIRECTOR

Print Name NORMA M. CROOK

Date 11/25/14

Approved by Board of Supervisors on: \_\_\_\_\_

Approved as to form  
County Counsel

  
Deputy

**ATTACHMENT A  
SCOPE OF WORK  
INMATE TELEPHONE**

*Definitions for the purpose of this contract:*

**INTRALATA:** is also known as “local toll” or “local long distance.” These are calls that originate and terminate in the same local access transport area (LATA), but still require a 1+ in order to complete the call.

**INTERLATA call:** A call that is placed within one LATA (Local Access Transport area) and received in a different LATA. These calls are carried by a long distance company.

**Collect Call:** A collect call in the United States and Canada, known as a reverse charge call in the majority of the English-Speaking world, is a telephone call in which the calling party wants to place a call at the called party’s expense. The call must be accepted by the called party to be completed.

**Non-Collect Call:** A non-collect call in the United States and Canada, is a telephone call in which the calling party wants to place a call at the calling party’s expense. The call must be accepted by the called party to be completed.

**1. INMATE TELEPHONE**

**A. Contractor shall provide installation and maintenance of software and hardware as described herein:**

1. Time is of the essence. A transition expectation plan must be developed between the County, and Contractor. This plan must be initiated by the contractor within 14 business days of the contract award date.
2. Contractor will be responsible for all costs associated with acquiring, installing, operating, training, maintaining and enhancing any system hardware and software required to support inmate telephone services during the term of this Contract. Contractor shall notify the County in writing when any (either standard or optional) hardware, software, and application enhancements, become available. Contractor will provide these enhancements to the County at no charge, over the term of this contract.
3. The Contractor shall develop an installation and maintenance plan of inmate telephone hardware (a detailed equipment list has been provided by the County as Attachment G) for each of the five (5) Sheriff jail facilities generally identified as follows: Central Jail Complex at 550 N. Flower St., Santa Ana, CA (This includes: The Intake and Release Center, Men’s Central Jail, Women’s Central Jail), the James Musick Facility at 13502 Musick Road, Irvine, CA, and the Theo Lacy Facility at 501 The City Drive South, Orange, CA. In addition, one hospital ward at Western Medical Center located at 1001 North Tustin Avenue Santa Ana, CA 92705. The plan will be submitted to the County for approval.
4. The contractor shall develop an installation and maintenance plan of inmate telephone hardware (a detailed equipment list has been provided by the County as Attachment G)

for each of the four (4) Probation juvenile facilities located at Joplin Youth Center at 19480 Rose Canyon Road, Trabuco Canyon, CA 92678, Juvenile Hall at 331 The City Drive, Orange, CA 92868, Youth Guidance Center at 3030 N. Hesperian Way, Santa Ana, CA 92706 and Youth Leadership Academy 3155 W. Justice Center Way, Orange, CA. The plan will be submitted to the County for approval.

5. Time is of the essence in providing a fully functional inmate phone system. Contractor will be required to provide a fully functional system tested and accepted by the County within 90 days of the first day of the contract or by 12/31/14 whichever comes first. Contractor will work with the County to establish a schedule of implementation and user testing. The installation and maintenance plan will include a user testing and acceptance provision for all Sheriff and Probation facilities. At the County discretion any failure to provide this service may incur a daily penalty of \$7,150.00 until fully functional.
6. Inmate Calling Manager Systems Integration
  - A. The ICMv can be interfaced with the County jail management, commissary, or any other external system that stores and manages data relevant to the inmate calling platform at the request of the County. Interfaces between ICMv and the County's other systems can provide:
    1. Automatic transfer of inmate data (name, housing location, et cetera) to the inmate telephone system's PIN database.
    2. Automatic funding of inmate debit calls from commissary/trust accounts.
    3. Contractor shall, at the request of the County, interface the GTL ICMv with any system that implements standardized protocols, such as SQL, XML, PCIP, HTTP, FTP, FSTP, 3270, and the like. Contractor shall also work with standard-based middleware that can provide interfaces to external systems.
7. Equipment provided by Contractor shall meet the following minimum standards:
  - A. Telephone devices that meet or exceed industry standards, are tamper proof hardened for high use/high abuse and vandal resistant for detention facilities. The devices must be suitable for indoor and outdoor installations and have a 12 button keypad and handset with armored cord and cradle.
  - B. Coin-less and card-less operation.
  - C. Equipment shall meet or exceed applicable FCC regulations and UL standards. FCC part 15 class A and Part 68, UL1778 (USA) and UL60950-1.
  - D. Compliant with California Code of Regulations Title 24, Americans with Disabilities Act (ADA), and provisions for the deaf must comply with Telephone Devices for the Deaf (TDD) Regulations and Standards. Amplified handsets may also be required in specific Sheriff's Department custody and detention facilities and Probation Department detention and camp facilities. Those telephones shall be fitted with a volume control device, which allows the inmate/ward to increase or decrease the volume of the headset earpiece. During the term of this Contract, the Contractor agrees to notify the Sheriff of any enhancements necessary due to ADA regulations, TDD or other access laws and regulations. Sheriff and Contractor will work together to implement any necessary changes. Equipment will be in specified areas as required by law and based on inmate population.

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8. Equipment provided by Contractor shall include but is not limited to:

CT-1000-SS-VC Full Size Inmate Telephone

- Technician Set or Optional External Volume Control Button. Meets ADA Hearing Aid Compatible. Meets EIA-RS-504
- Hookswitch: Magnetic or Micro Switch
- Side tone reduction: Built in confidence function
- Heavy chrome metal keypad
- Handset shall be equipped with an armored cord with steel lanyard and heavy 14 gauge steel retainer
- Phone shall be heavy duty, 14 gauge, and stainless steel and shall have no exposed screws, bolts, metal or other hard substance fasteners. Phone housing shall be tamper and water resistant to the highest degree. Phone shall require a special security tool to be opened.
- Phone shall have a stainless steel, braided security lanyard inside the armored cord designed to handle up to 1000 pounds of pull resistance-extremely resistant to stretching and breaking.
- Phone shall be hearing aid compatible and FCC registered
- Inmate telephones shall be compliant with Americans with Disabilities Act (ADA), providing hearing aid compatibility and volume control. When necessary, inmate telephone handsets shall have the ability to be cradled in TDD units to permit severely hearing-impaired inmates to communicate with others through the inmate telephone system, not only complying with the ADA but still allowing investigators to record and monitor the conversation. To the degree permitted by a facility's structure, telephone units are mounted to ADA height and handicap-accessibility specifications.

- ICMv call-processing and recording system

Contractor shall provide a dedicated and secure network that securely links County facilities to Contractor's offsite data centers, the Public Switched Telephone Network (PSTN), and make all ICMv features and information available to authorized users from anywhere there is an Internet connection.

- The ICMv Call Processor

Contractor's ICMv shall include the physical call-processing hardware, the corresponding network hardware and circuits, designed specifically for the needs of each County correctional facility.

In addition to remote access, the ICMv solution shall have the ability to setup a firewalled network-to-network interface (NNI) with the County's local area network (LAN) to allow a physical network connection to the Contractor private secure network. System shall allow for high-speed access for live monitoring and the playback of call recordings without burdening the County's network.

The onsite ICMv hardware for Orange County shall include the following components:

- Adtran 1335 Series Integrated Services Routers
- Quintum Tenor Integrated Access Device (Network Gateway)
- AdTran
- Uninterruptible Power Supply (UPS)
- Ancillary Hardware

All cabling will be pre-approved by the County's Project Manager and will comply with industry standards and/or regulatory agency guidelines.

Cabling will traverse pre-existing conduit runs where available or as determined through the site survey. All cabling will be labeled appropriately and hidden and secured per industry standards. Any internal line quality issues identified by Contractor will be reported to the County at the end of each site survey for scheduling of appropriate repair or upgrades. All repairs will be done at no cost to the County.

After installation all extension cabling, old equipment, and unused components will be removed and the workspace will be returned to its pre-existing condition.

9. Contractor shall provide the installation and maintenance of all supporting hardware in telephone closets if applicable to the contractor's telephone system. Any and all wiring must be concealed from any inmate access.
10. Any installation, testing and implementation work required will be conducted at times to include late night or weekend hours that the County determines provides the least impact to security and the optimal safety of the Contractor's staff. It is anticipated that most work will take place during normal business hours defined as Monday through Friday, 8 a.m. to 5 p.m.
11. Contractor will install permanent written instructions for phone use attached to the wall in English, Spanish, Vietnamese and other languages as available, and in braille.
12. Contractor shall be responsible for the removal of all contractor owned equipment and software upon the expiration of the term, or earlier termination, of this Contract. The timing of the removal shall be within 60 days of notice of termination or expiration of Contract..
13. Contractor shall create and maintain a comprehensive schematic of the entire phone system at each facility. This documentation shall include all elements of the system inventory, operational procedures/policies and maintenance/problem reports. Copies of this documentation will be provided to the designated County Project Manager as each update occurs.
14. Contractor shall provide all necessary parts and materials from a local (50 mile radius) service facility.
15. Time is of the essence in maintaining, reporting and resolving any system impediments, interruption or other deficiencies. On a daily basis the County must be provided with resources for resolution in the timeframes outlined by the severity levels. The Contractor shall provide the County with call lists for Contractor's senior management personnel, who can be contacted in case of emergency.
  - A. Contractor must maintain adequate staff and local service technicians to provide support 24 hours, 7 days a week and 365 days per year.
  - B. Contractor shall provide remote support from a Technical Assistance Center (TAC). A TAC for this contract is defined as support that shall be accessible online and via email, and provide toll-free telephone and fax numbers. TAC shall provide on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving system problems, outages and other deficiencies.
  - C. For onsite support response and in the event of an emergency, the Contractor shall have the capability of bringing in additional technicians dedicated solely to perform services under this Contract at no cost to the County.
  - D. Provide written documentation of each deficiency and resolution to the County Project Manager.

- E. In the event a deficiency cannot be resolved within the expected resolution time, the Contractor must notify the County Project Manager immediately as to the problem, location and propose a plan to correct the problem.
- F. Failure to provide services within the timeframes specified here may lead to penalties being imposed as defined in section E. below.

**B. Telephone System shall have the following functionality:**

- **Web based**

Contractor's ICMv Solution shall have a Web-based interface that is accessible to authorized County individuals via connection to Contractor's private ICMv Website. The ICMv shall provide Anywhere Anytime Access to its features. County users shall have access to the system from an onsite ICMv workstation, the County's on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection shall also be able to access certain ICMv features.

- **Passwords and Security**

Each County user's password shall be linked to an assigned Role defined by the County which dictates exactly which features and functionality will be available to that user after log-in. All users shall be subject to security level assignment. Remote access to the system shall be through a Secure Sockets Layer (SSL) exchange.

- **Number Management**

ICMv's dashboard shall provide access to the area of the system where billing telephone numbers (BTN) are managed. The County shall have the ability to add new numbers to the system's Number database. The restrictions/privileges that may be assigned to a telephone number shall include:

- A. Blocked – Prevents inmate calls to this number
- B. Private – Inmate calls to this number will not be recorded nor subject to monitoring
- C. Free – Inmate calls to this number are entirely cost-free
- D. Hot – Inmate calls to this number will send an alert to designated County personnel.
- E. Secure Block –The called party at the displayed number has exercised the right to block all future inmate calls.
- F. Restricted Playback – Recorded conversations of inmate calls to this number will be inaccessible for replay by anyone except a person designated by the County.

- **User Management**

ICMv's User Management screen shall provide options for authorized personnel to Add New Users to the system, define New Roles (sets of access permissions), edit previously defined Roles, or edit the Role of a selected user. Only those with administrator-level access will be able to create and assign roles to others. The Administrator shall have the ability to create a Role to be assigned to multiple users who are expected to perform the same ICMv functions. Alternately, a unique Role can be defined and assigned to a single user. All access to the inmate telephone system shall be tracked in a log that shows the user login name, IP address of the PC used to access the system, actions taken, and the date of the actions. Only those users with administrative privileges shall be able to see user management logs.

5. Contractor shall provide automated operator collect call function, for local, intra-lata, intra-state and inter-state calls, without the need for a live operator.

6. Contractor shall provide the ability to add funds to pre-paid calling accounts.

G. GTL Offender Connect Account - Funded by Family or Friend

Families and friends of inmates shall be able to setup and fund inmate PIN-linked prepaid accounts through Contractor's website. Accounts shall be set-up and shall operate without placing any administrative burden on the County. This funding source for inmate calls shall be offered in addition to the electronic debit purchasable by inmates from the commissary.

Setup of new accounts or addition of funds to a PIN-linked inmate debit account shall be available through the Contractor website or toll free telephone number. Payments can be made by money order, Western Union, MoneyGram, pay-by mail, or credit card.

H. GTL AdvancePay Account - Funded by Family or Friend

Inmate calls to numbers that are unable to receive collect call billing can be completed through Contractor's AdvancePay program. If an inmate attempts to dial a number that cannot receive collect calls, ICMv will place the caller on hold while the option is given to the called party to set up an AdvancePay account using a VISA or MasterCard. If an account is successfully created, the inmate shall be reconnected and the call completed.

Existing AdvancePay customers who receive a call when funds are too low or depleted shall be offered an on-line opportunity to add funds after which, the inmate and called party are reconnected. Should the called party be unable to set up an AdvancePay account as described above, they shall be given a toll-free number to do so at a later time. Additionally, that number shall be placed into an outbound automated calling queue that reminds them of this service availability. Called party shall have the ability to opt out of these automated calls if they choose to do so.

Apart from this platform driven feature, Contractor shall provide a toll-free service that allows family and friends to 1) set up an account, 2) check their AdvancePay balances, 3) make a deposit and 4) get alternative payment instructions by retail money transfer services like Western Union or mail via USPS.

Contractor toll-free AdvancePay Customer Service number shall be answered from 7:00 AM to 11:00 PM (Central Time), Monday through Friday and from 8:00 AM to 7:00 PM (Central Time) on Saturdays and Sundays. Contractor call center shall support a call back feature (meaning that the caller will be given the option of leaving their number and receiving a call from the call center in the order the call was received) for customers when the average hold time is over 5 minutes.

All AdvancePay calls shall be subject to all the security features and management reporting associated with the ICMv platform.

Forms of Accepted Deposits Shall include:

- Visa and MasterCard
- Check (both certified and personal)
- Money Order
- Retail Money Transfer
- Cash (at kiosks where provided)

Family or Friend Contributions to an Inmate's Commissary or Trust Account

ICMv system shall allow prepay opportunities for both inmates and the people they call. Family and friends shall have the ability for indirect prepay for inmate calls by contributing money to an inmate's debit calling account. The following methods shall be supported by the Contractor.

Cardless Debit: an interface between the ICMv and the facility's commissary, offender management system or other system designated by the County shall be established.

Prepaid Calling Cards

Contractor shall have available Prepaid Debit Calling Cards that can be purchased by inmates directly from the facility or through the commissary.

7. Personal Identification Number (PIN) calls.

The PIN system shall be active and available as soon as the ICMv platform is installed. The ICMv shall assign PINs at random, or create PINs as a combination of the facility-assigned inmate ID number plus a 4-digit security code which will be assigned by the ICMv during booking and can be re-set by the inmate the first time they place a call. The PIN for each call shall be recorded for tracking purposes, regardless of whether a call was also monitored or recorded. PINs shall also facilitate the use of cardless Debit accounts.

a. PIN Overview and Information

Different areas of a facility shall be set up to operate with or without PINs. All PINs shall be created at the time of booking and eliminated at the time of discharge. The ICMv shall retain specific inmate PINs where the inmate is booked or incarcerated in absentia, for example, trial or hospitalization at a separate location.

The ICMv's automated operators shall instruct inmates through the process of recording their names the first time a call is placed. The ICMv shall use the recorded name to announce the inmate's identity to each called party.

- Open PIN: All calls that are not blocked by the County shall be allowed for all inmates.
- Restricted PIN: Call restrictions placed on an individual inmate shall be controlled through the system. The system shall allow for number of calls to be reduced, the days or time for allowed calls to be restricted, or the length of the calls reduced.

- **Closed PIN:** The inmate’s PIN can be set to disallow any calls during the timeframe designated by the County when an inmate is placed under a County facility restriction from calling because of disciplinary infractions..
- **Duplicate PINs:** For the creation of a new PIN file, the system shall check the PIN database and verify that a duplicate PIN does not exist before saving information. If a duplicate PIN is detected, the system shall generate a message that states the PIN that has been entered is invalid and request that a different PIN be entered. PIN numbers shall have the ability to be generated by manually typing them in or automatically generating them by the system during the creation of a new PIN account at the workstation.

**Disallow & Reinstating PINs:** Calling privileges for an individual inmate can be revoked at any time with the County’s authorization via PIN restriction. The restriction shall allow for permanent or time sensitive restrictions. The system shall track the time period of the restriction and only “un-restrict” the privileges upon completion of the designated time interval. The ICMv shall provide for any authorized user the capability to suspend an inmate’s privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.

**PINs shall allow for:**

Feature	Description
Blocking of Individual Inmate by Called Party	A called party can block calls from a specific inmate, but still allow other inmates to call them.
Limit the Number of Refused Calls	Limits an inmate’s ability to continue making calls after a specified number of called parties have refused a call in a specified period of time.
Pre-Recorded Inmate Name Announcement	Prevents inmates from misidentifying themselves to make unwanted or harassing calls. Eliminates the opportunity for inmates to make free calls by delivering short messages when prompted to state name.
Instant Identification of Inmate on Three-way Call Detection	Automatically flags the complete call detail record for follow-up when a three-way call attempt is detected.
Monitoring Calls in Progress by Inmate	Investigators listening to calls in progress can quickly identify the inmate caller.
Send an Alert When a Particular PIN is Used	Notify investigators by phone, email, or on their workstation when a particular inmate’s PIN is being used to place a call. The conditions for triggering the alert can be further limited to the inmate calling a particular number or group of numbers, group of phones, or during a specified time of day.
“DO NOT RECORD” Calls by Inmate	Protects the inmate’s legal right to privacy by identifying numbers specific to that inmate that are not to be monitored or recorded such as attorneys, physicians, and clergy. Contractor shall accept requests for phone numbers to be added to the “do not record” function only from County authorized staff.

Feature	Description
<b>Play Back Recorded Conversations of Specific Inmates</b>	Retrieve recorded conversations by inmate PIN and listen to them or download them to CD/DVD for use as evidence.
<b>Call Reporting by Inmate</b>	Track calls by individual inmates and to see who made a particular call.
<b>Exceptions to Globally Allowed Number List</b>	Globally Allowed Numbers are numbers that inmates are allowed to call even though they may not be on any inmate's Personal Allowed Number list (e.g., public defender's office).
<b>PIN Limitation Overrides</b>	Exempts individual inmates from otherwise globally set restrictions on call duration, frequency, or minutes per day/week/month.
<b>Limit PIN by Location</b>	Restricts an inmate's PIN to making calls from a particular location.
<b>Call Duration Limit by Combination of Factors</b>	Allows for setting of individual call duration limits for inmates. Limits can also be flexible, depending on the location from which the inmate is calling (e.g. infirmary, solitary confinement, work areas). Extended durations can be permitted for certain calls (e.g., attorney, clergy, physician, or other).
<b>Individual Number Blocking</b>	Prevents calls to certain numbers and groups of numbers for certain inmates. Usually used to stop harassing or abusive calls.
<b>Individual Exceptions to Group Number Blocking</b>	Allows certain inmates to call numbers not otherwise permitted to the general inmate population.
<b>Inmate Calling Privileges Suspension</b>	Suspend any inmate's calling privileges beginning and ended at any time or date administrator chooses.
<b>Limit Completed Calls</b>	Limits the number of completed calls an inmate is allowed to make to any one number in a single day.
<b>Limit Minutes of Phone Usage per Time Period</b>	Restricts the number of minutes per day, week, or month that the inmate can use the telephones.
<b>Individual Inmate Hours Restrictions</b>	Provides additional restrictions for individual inmates to limit the number of hours and times of day when they are allowed to place calls.
<b>Personal Allowed Numbers (PANs)</b>	Restrict an inmate's calls only the numbers on a pre-approved Personal Allowed Number list.
<b>Self-Learning Option for PANs</b>	Allows inmates to set up their own calling lists.
<b>Track Inmate by Phone Usage</b>	Allows users to track the phones, phone trunks, cell blocks, etc. from which each PIN makes calls.
<b>Language Selection</b>	The option to select the language in which inmates want to hear voice prompts. English, Spanish and Vietnamese must be included. Inmates can also select the language in which their called party will hear voice prompts. These choices shall be stored in the ICMv and automatically used for that inmate and called party in the future. This eliminates the number of steps an inmate has to go through in order to place a call.

Name	Description
Free Calls for Inmates	Allows facilities to designate specific telephone numbers that individual inmates are allowed to call for free. This can be used to allow inmates to call tip lines, public defenders' offices, or other special numbers.
Individual Speed Dialing Numbers	Speed dialing enables inmates to dial a two- to four-digit speed dial code in place of the actual telephone number; this code will only work in combination with their PIN.
Suspend PIN	Removes the inmate's ability to make calls for a specified period of time, beginning and ending at any times (hours and dates).
Restrict Replay	Makes the recorded conversations of this inmate inaccessible for replay by anyone except a designated person by the County.
Override Global Restrictions	Exempts an inmate from globally set restrictions on call duration, frequency, or minutes per day/week/month that otherwise apply to all inmate calls.

#### 8. Inmate Calling Manager (ICMv)

- The ICMv shall provide international calling.
- The ICMv shall provide the ability to make free calls to numbers programmed into the system for court, foreign consulates, and other authorized calls. This shall include parameters for automated management of the number of calls, call duration, time of day access and phone(s) from which calls were initiated.
- The ICMv shall prohibit any non-collect outbound calls except to numbers programmed into the system by authorized individuals. This shall include the ability to have ICE detainees call foreign consulates or other mandated services and the ability for cooperative informants to place a call to police from lines while in a day room at the jail facilities.
- The ICMv shall provide extensive call blocking features that are flexible and can be executed manually or through automated functions based on predetermined parameters.
- The ICMv shall allow called parties to block future calls to their phone through an automated process using the keypad on their phone or using speech recognition technology.
- The ICMv shall be architected to support simultaneous usage of all phones in each facility.
- The ICMv shall prohibit all incoming calls.
- The ICMv shall complete the call set-up and acceptance process (i.e. going off hook to call acceptance or rejection) within forty-five (45) seconds.
- The ICMv shall support pre-recording of the inmates name to be played to the called party during the collect call acceptance process.
- At adult detention facilities only, (specifically the Intake and Release Center, the Men's Central Jail, The Women's Central Jail, the Theo Lacy Facility, and the James A. Musick Facility) the ICMv shall play a recorded message during the collect call acceptance process that the call is originating from an Orange County detention facility.
- The ICMv shall provide a programmable voice overlay function for repeating the message at intervals during all calls from adult detention facilities only. This feature

shall have the ability to be heard on a 3-way call so the new participant added to the call is made aware the call is coming from a jail facility.

- The ICMv shall inform the called party of the call set-up, or surcharges and per minute charges that will be billed to the called party's telephone bill, before call acceptance is completed.
- The ICMv shall include a called party acceptance process that validates acceptance by pressing or dialing one or more numbers on a touch-tone or rotary phone.
- The ICMv shall mute the inmate's ability to speak to the called party until the call is accepted.
- The ICMv shall disable the inmate telephone keypad during a call.
- The ICMv shall provide English, Spanish, and Vietnamese speaking automated operator functions initially. This feature must be expandable to other languages in the future. The system shall prompt the inmate to select a supported language during call set up.
- The ICMv shall be able to detect if analog or digital transferring or conferencing functions are initiated on called numbers and immediately disconnect calls.

**I. Three-Way Call Prevention**

The ICMv shall detect attempts to bridge a call-in-progress to a third party. At the County's discretion ICMv can be configured to respond to detected fraudulent activity by disconnecting the call, initiating a warning message, and/or sending an alert to an investigator.

All calls-in-progress shall be interrogated in 100th of-a-second intervals. When values in the live stream match or exceed tolerance levels set for the system for 3 way calling detection, the detection is considered true; allowing for flagging, playing an overlay warning, and/or terminating the call.

County will have the option to require two detections within a specific amount of time, thereby minimizing false detections. Three-way call attempts shall be flagged in call detail reports to quickly identify attempts to the County. ICMv's reporting system shall also selectively identify 3-way call attempts by PIN, called number, dates, and a variety of other parameters.

- All telephone services provided to the County will fully comply with all applicable laws, regulations, rulings tariffs and pronouncements, including without limitation, FCC and CPUC regulations and tariffs.
- The ICMv shall support the ability to program by individual phone, cellblock, facility, or system wide features; such as, call duration limits, and on/off by time of day or day of week.
- The ICMv shall provide the ability to turn phones on and off remotely through the system and have manual and automated on/off switches in selected locations within each facility.
- The ICMv shall provide Uninterrupted Power Supply (UPS) with a battery back-up capacity to support system operation in the event of a power outage. Full system functionality of the system must remain during power outage.
- The ICMv shall provide the option to implement call monitoring and call recording in an at will method, in a random recurring method, or in a more systematic system wide method. This shall allow for the ability to terminate the inmate call remotely.
- Each facility shall have an administrative terminal or a web-based solution for report generation, call detail records analysis, system changes for telephone usage, or other management and administrative functions. Telephones shall have identifiers to allow

investigative functions such as the ability to determine where a call originated from within the jail facility and the ability to search for specific phone numbers called.

- The ICMv shall allow for rapid changes to caller or called number authorizations, restrictions, or other telephone usage parameters.
- Contractor must store and maintain telephone system related data for a minimum of five years. Have a person system reliability of 99.999 percent up time. At the end of the Contract term, the Contractor will work with County staff to facilitate a smooth transition of uninterrupted inmate telephone service with a replacement contractor. Any phone wiring and related conduit and switches installed during this Contract become the proper of the County. Contractor equipment must be removed in such a manner as to allow existing telephone wiring to be reused.

C. Call Detail and Management Reporting

1. ICMv Reporting Tools shall include:

Home Page Reports:

- Call Results by termination reasons
- Revenue by Call Type
- Total Call Revenue
- Total Calls per Hour
- Total Completed Calls
- Completed Calls vs. Non-Completed Calls

2. Call Detail Reporting

The Call Detail Reporting on ICMv's dashboard shall provide access to call detail reports and recorded conversations. The administrator or investigator shall be able to specify selection criteria for particular call records and/or recordings, select a previously saved report template, or select a Report Type predefined by Contractor.

3. Call Detail Reporting – Selection Criteria

Call detail reporting shall allow users to select one or any combination of multiple selection criteria listed on the Call Detail Reporting screen; customizing the report to meet the particular investigative (or administrative) need. System will allow for reports to be saved as a template for future use to generate the same or similar reports (e.g. same selection criteria except for timeframe).

4. Use a Contractor-Defined Report Type

Preconfigured report templates that are commonly used shall be included. Upon request, at the time of system implementation, Contractor shall configure and save additional Report Types that the County anticipates needing.

5. Standard Call Detail Report

Standard call detail reports shall include the ability to:

- See the destination number (BTN) for every call or call attempt.
- Activating Reverse Lookup to see the published name and address associated with that number.
- Identify the inmate who placed each call by PIN (if applicable).

- Click link a PIN to open an inmate’s detailed file.
- View other call details (date and time, inmate phone and trunk line used, duration, the charge for the call, payment type, fate of the call; if applicable, reason for block, reason for disconnect, et cetera).
- Listen to a call’s recorded conversation.
- Download and perform an in-depth analysis of a recorded conversation using ICMv’s advanced Call Analyzer.
- Add investigative notes to call records/recordings.
- Copy calls to portable media (CD, DVD, USB device, Flash Drive).
- Save the report to a file (for later retrieval in ICMv or to be used as a template for similar reports).
- Save the report in Excel format for use outside ICMv.
- Print the call detail report with or without the search parameters used displayed at the top of the printed report.

6. ICMv Reports

System reports may only be accessed by authorized personnel. These reports shall be fully customizable to suit County’s needs. Standard facility reports may be generated and saved for later use, requiring only a new date parameter to generate the next report. The following reports are available:

i. Financial Reports

1. A summary report generated whenever a call transaction is performed
2. List of collect, debit, pre-paid collect call activity for a day/date range
3. List of debit calls with minutes and charges for a day/date range
4. List of collect calls with minutes and charges for a day/date range
5. List of all financial transactions for a particular inmate (debit account), for a designated time period
6. List of deposits by any inmate
7. Current status of a debit account, such as balance, last activity, etc.
8. Debit transaction totals for entire system for any date range
9. Revenue bearing calling activity for each station, over a designated period

ii. Inmate Reports

1. A report for a new inmate showing name, ID, PIN, PAN numbers with name and relationship.
2. A report for investigators showing each inmate’s account, active status, PIN, PANs, etc.
3. List of inmate accounts that lack an inmate name.
4. List of reasons the inmate is unable to make a call, such as invalid number, inactive status of inmate ID, station privilege, valid number on inmate’s calling list, blocks in system or in network.

iii. Maintenance Reports

1. List of all call attempts to invalid area codes.
2. Shows by hour, number of calls attempted, the number of calls blocked by traffic, and the percentage blocked.

3. Count for all call activity by trunk ID.
4. The Trunk Usage report in stacked bar format.
5. Revenue bearing calling activity for each trunk.
6. Station Usage report in stacked bar format.

iv. Administrative and Investigative Reports

1. List of calls made that are alerted by inmate calling, for a designated time period.
2. List of calls made that are alerted by telephone number, for a designated time period.
3. List of the telephone numbers and emails to which alerts have been sent.
4. List of alerts that have been set up and the numbers and emails to be notified for each alert.
5. List of a numbers dialed by more than one inmate.
6. List of frequently dialed numbers.
7. List of all telephone numbers in the system, with its blocking, charge and recording status, and the inmates allowed to call the number.
8. List of all telephone numbers in the system on inmates' calling lists, with blocking, charge and recording status, and the inmate whose list it is on.
9. List of numbers on the allowed list of one inmate, or all inmates. Includes all the parameters for that number (do not record, free, etc.).
10. List of numbers on the allowed list of more than one inmate.
11. List of inmates that are allowed to call a particular number.
12. List of inmates who have called a particular number during a designated period.
13. List of numbers called by more than one inmate during a designated period.
14. List of all telephone numbers blocked by the facility.
15. List of all telephone numbers that are blocked in all facilities of the agency.
16. List of completed calls made by an inmate over a designated time period.
17. List of calls attempted with an invalid PIN for that facility.
18. Chronological list of all call attempts over a designated period (all call records).
19. Call attempts shown by call type: unanswered, refused, accepted.
20. Statistical compilation of call records by call type.
21. Call attempts shown by bill type: debit, collect, pre-paid collect, free.
22. List of call records for a specific inmate.
23. Count of all calls attempted and connected over a designated period of time.
24. List of station privileges for one inmate or all inmates.
25. List of inmates with telephone accounts suspended.
26. List of all calls made where extra dialed digits were detected.
27. List of all inmates at a facility.
28. List of all transactions for an inmate over a designated period, including calls attempted and completed, financial transactions, and changes to the inmate's telephone account.
29. List of inmate accounts transferred in or out of a facility during a designated period.
30. List of all inmate telephone accounts added during a designated period.
31. List of all inmates that have made more than a specified number of calls during a specified time period. Number of calls and time period specified by the investigator.

- 32. List of all inmates that have made calls totaling in excess of a specified number of minutes during a specified time period. Number of minutes and time period specified by the investigator.
- 33. List of telephone numbers called more than a specified number of times over a specified period (time period and call frequency specified by the investigator).
- 34. List of inmates released and removed from the inmate telephone system.
- 35. List of all calls made to a particular telephone number.
- 36. List of all toll-free numbers called by inmates.
- 37. List of all call attempts where a three-way call attempt was detected.

v. ICMv Report Builder

System shall include Inmate Calling Manager’s Report Builder. This shall allow investigators to build custom reports incorporating call detail information for selecting, sorting, and combining data to reveal call trends and correlations.

Search Results shall have additional tools for grouping and sorting the initially retrieved data such as:

- Group Data by Significant Parameters
- Apply Additional Filters. The result of an initial search can be refined and data re-grouped to yield greater intelligence.
- Data Query Flexibility. Allow for selection of specific facilities and select any or all phones or phone groups from each facility; any or all call types, stop codes et cetera when creating custom reports.

vi. Advanced Reports

Advanced Reports shall be provided on the ICMv’s dashboard. Five different categories of advanced reports shall be available: Call Statistics, Debit System Information, Inmate Information, Diagnostics, and Auditing. Advanced Reports shall draw information from ICMv’s various databases to allow authorized staff to track, analyze, and audit inmate phone usage, call revenue, debit system transactions, user access of the system, changes made to system settings, and overall system performance. Advanced reports include those for:

- Call Statistics (and Revenue): Multiple reports that provide statistical (count) and revenue information related to all or specified types of inmate calls.
- Debit System Information: Multiple reports that provide information about inmate debit accounts and related transactions.
- Inmate Information: Multiple reports that relate to different aspects of inmate calling.(Inmate Phone List (PAN) Report, Shared Destination BTN Report, etc.).
- Diagnostics: Multiple reports that provide information about system performance. (counts and percentages of completed and incomplete call attempts relative to trunk lines or inmate phones).
- Auditing: Multiple reports that allow administrators to track all system logins and activities by all or specific users and/or by specific tasks performed.

7. Call Recording and Voice Investigative Tools

Call Recording & Voice Investigative Tools shall have the ability to do the following:

- Record a phone call made by an inmate

- Track numbers called by a specific inmate
- Build custom reports
- Reverse phone look up
- Mine phone call data recorded in the system

**8. Reverse Lookup**

Reverse Lookup shall be included with Contractor Inmate Calling Manager software. Contractor shall offer it for unlimited usage at no additional cost (or commission reduction) to the County. Reverse Lookup shall search a large industry database for the billing name and address (BNA) of the specified phone number and displays the name and address along with a street map or satellite image depending on the user preference.

**9. ICMv Call Playback and Call Analyzer**

A. Call Playback is the routinely-used listening option. Call Playback shall begin immediately while the recording is streaming. Investigators shall be able to add a case number, investigator ID, mark significant points, and add or read attached notes while listening to the playback.

B. Call Analyzer is used to closely study recordings of investigative significance. The recording shall be fully downloaded to a computer before replay and analysis begins. Functions shall include:

1. Call Analyzer tools shall:

a. Separately Analyze the Two Sides of a Conversation

Call Analyzer shall separate the inmate's side of the conversation from the called-party's side of the conversation and displays their waveforms on different channels for separate analysis. Clicking and dragging the mouse across any segment on one or both channels shall isolate the segment for replay.

b. Clarify Speech and Sounds

To clarify words spoken by the inmate or called party or to better hear background voices or sounds, the tempo, speed, and pitch of either side of the conversation can be varied to reveal additional intelligence.

c. Screen-Out or Enhance Background Voices or Sounds

The Equalizer on Call Analyzer shall allow you to turn up or down each segment of either Waveform. By playing back any part of either side of a recording and turning up and/or down different audio bands, investigator shall be able to identify background speech and noises and screen them out to make a conversation clearer, or focus on the background speech and noises themselves.

**10. Data IQ Investigative Data Sources – Advanced Intelligence Gathering**

Its comprehensive data investigation shall incorporate the following sources of data:

- A. Inmate Telephone Calls – Basic Intelligence \*
- B. Jail Management System Data – Advanced Intelligence \*
- C. Kiosk Data – Advanced Intelligence \*
- D. Financial Transaction Data – Advanced Intelligence \*

**E. Video Visitation Data – Advanced Intelligence \***

\* Data will be incorporated into the tool if the source of the data is a product or service provided by GTL.

Data mining technologies allow investigators to uncover linkages between telephone numbers and people/organizations to expose complex communication networks, identify investigative targets, and track chronological or sequential calling patterns.

Searching by inmate, depositor, phone number or visitor enables visualization of:

- A. Connections between inmates and those making deposits to inmate accounts
- B. Phone numbers being called by multiple inmates
- C. Visitors visiting multiple inmates
- D. Financial transactions made via kiosk
- E. Video Visitation system

Features shall include:

- Built in alerts to notify investigators if specific numbers are called, if certain networks are changed, or if particular values change in the data. The results shall have the ability to be sent via email or to any push-device for faster notifications. The system shall also provide options for certain values such as phones, addresses, and names to be checked against public records for exposure of false information or conflicting details to help investigators better understand the ground truth of a situation.
- The system shall come pre-configured with call-outs to various mapping packages including Google Earth, Google Maps, and ESRI products (licenses sold separately). Geo-encoded data such as addresses can be visually mapped to see the locations of other entities (phones, addresses, people) based on the content collected. Content from forensic devices can provide additional location detail.
- The system shall be easy to maintain and not require the re-entry of any data values. The results shall be able to be exported for use in other tools with no proprietary formats.
- Data IQ shall include the capabilities to analyze and correlate inmate telephone calls and deposit patterns. Searching by inmate, depositor, phone number or visitor enables visualization of:
  - Connections between inmates and those making deposits to inmate accounts
  - Phone numbers being called by multiple inmates
  - Visitors visiting multiple inmates

**11. Nexidia™ Keyword Search**

County staff shall be able to index large amounts of recorded audio from phone calls, computer voicemail or radio communications, that shall be instantly searchable. Nexidia™ shall search any spoken word, enabling the identification of

relevant threats and trends. Phonetic search technology shall enable searches on proper names, inexact spellings, industry terms, jargons, slang and colloquialisms—all without extensive training, large dictionaries or vocabulary updates. Nexidia shall deliver highly accurate results regardless of the speakers' gender, age, dialect, accent or speaking style. The technology shall be designed for rapid integration with existing IT infrastructures as a distributed, server-side solution that can process large amounts of audio feeds and archived data. Alternatively, it shall be easily deployed as a standalone solution on a laptop in the field. The County shall only use Nexidia software for its internal purposes.

**A. Nexidia's Language Capabilities**

Nexidia™ supports more than 35 languages and dialects. Language models shall be created with representative audio that shall provide a robust language recognition capability out of the box. Language support can also be further refined using Nexidia's extensible language tuning framework.

**12. CellebriteUFED System-Real Time Mobile Forensics**

Contractor shall provide the County with one (1) CellebriteUFED system device.

The UFED system shall extract vital information from 95% of all cellular phones on the market today, including smart-phones and PDA devices (Palm OS, Microsoft, Blackberry, Symbian, iPhone, and Google Android). The UFED shall store hundreds of phonebooks and content items onto an SD card or USB flash drive.

CellebriteUFED shall support all known cellular device interfaces, including serial, USB, infrared, and Bluetooth. Extractions can then be brought back to the forensic lab for review and verification using the reporting/analysis tool. Cellebrite shall work with most major carriers worldwide including Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Rogers Wireless – Canada, Orange France and Telstra Australia, as well as 140 others.

**A. The UFED shall allow extract of a wide variety of data types including:**

- Contacts
- SMS text messages
- Deleted text messages (SOM/USIM)
- Call history (Received, Dialed, Missed)
- Audio
- Video
- Pictures and images
- Ringtones
- Phone details (IMEI/ESN, phone number)

**B. Reporting Capabilities**

The CellebriteUFED system shall include a complete user-friendly PC reporting and analysis software application. PC reporting and analysis software application shall provide concise, easy to analyze report logs generated in HTML, XLS, CSV, and XML formats, providing organized print-outs for use as a reference and in the courtroom.

**13. UFED Physical Pro**

- A. UFED Physical Pro shall allow recovery of hidden and deleted data from mobile phones and GTS devices. The CellebriteUFED Physical Pro is an optional add-on module to enhance existing UFED hardware. The UFED Physical Pro shall extract deleted mobile device data, user passwords, file system dumps, and physical extraction from GPS devices. Critical data such as user lock codes, and deleted information such as text messages, call history, pictures, and video shall be sorted and retrieved by Cellebrite's Physical Pro engine. The UFED Physical Pro shall include search tools for manual hex dump analysis, as well as an expert mode for advanced capabilities.
- B. Software features shall include:
- Built-in knowledge-base of each phone's memory structure for automated retrieval of relevant data
  - Hierarchical "tree" view for efficient navigation
  - Advanced search capabilities both to novice and expert users
  - Customizable parsing and search functions

**14. Software and Associated Intellectual Property ("IP")**

All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Contract is being provided on a term license only, as long as this Contract is in effect, and shall not constitute a sale of that IP. Nothing in this Contract or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors. Furthermore, the County shall not with respect to the IP:

- Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code; alter, modify, or prepare derivative works based on any Contractor (including its licensors) intellectual property; or use any Contractor (including its licensors) intellectual property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the IP supplied.
- Use in a timesharing, outsourcing, or service bureau arrangement.
- Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on any Contractor (including its licensors) IP; or fail to ensure that all such notices and legends appear on all full or partial copies of the IP.
- Sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform any IP.

**15. Storage Requirements and Transition of Services**

A. Contractor must store and maintain telephone system related data for a minimum of five years. Have a proven system reliability of 99.999 percent up time. At the end of the Contract term, the Contractor will work with County staff to facilitate a smooth transition of uninterrupted inmate telephone service with a replacement contractor. Any phone wiring and related conduit and switches installed during this Contract become the property of the County. Contractor equipment must be removed in such a manner as to allow existing telephone wiring to be reused.

B. Penalties

The County shall invoke the following penalties if the service levels in Section A above are missed.

- If a major service interruption is not fully resolved (or mitigated to the County's satisfaction) within 48 hours, the County shall have the option to levy, a one-thousand dollar (\$1,000.00) fine for each day or partial day the service remains impacted.
- If any minor service interruption is not fully resolved within 72 hours, the County shall have the option to levy, a three hundred dollar (\$300.00) fine for each day or partial day the problem(s) remain unresolved.

16. Refunds To Inmates Upon Release

Contractor shall work with the County to determine the appropriate process for providing PIN Debit balances to the inmates upon release.

17. Call Charges and Fees

A. COLLECT BILLING

Each Call: Per-minute charges based on approved rate for the call type.  
Single Bill Fee: \$3.49 Pass-through charge for adding inmate collect calls to the customer's monthly LEC or paper bill. (see table below)

B. INMATE DEBIT ACCOUNT

Each Call: Per-minute charges based on approved rate for the call type.

C. INMATE GTL CALLING CARD

Each Call: Per-minute charges based on approved rate for the call type.

D. Family or Friend ADVANCE PAY ACCOUNT

Each Call: Per-minute charges based on approved rate for the call type.  
Transaction fee if applicable (see table below).

E. Additional Fees when Applicable

**Rates**

<b>RATE TYPE</b>	<b>CALL TYPE</b>	<b>Surcharge</b>	<b>Per Minute</b>
LOCAL	COLLECT	\$4.00 Flat	N/A
	ADVANCE PAY	\$4.00 Flat	N/A
	DEBIT	\$0.00	\$0.50
INTRALATA	COLLECT	\$3.50	\$0.10
	ADVANCE PAY	\$3.50	\$0.10
	DEBIT	\$0.50	\$0.50
INTERLATA	COLLECT	\$3.00	\$0.69
	ADVANCE PAY	\$3.00	\$0.69
	DEBIT	\$0.50	\$0.50
INTERSTATE	COLLECT	\$0.25	\$0.25
	ADVANCE PAY	\$0.21	\$0.21
	DEBIT	\$0.21	\$0.21

\*Collect2Card™ \$14.99 per call \$0.00  
 \*\*Collect2Phone™ \$9.99 per call \$0.00

\*Collect2Card™ : enables anyone to accept a call on a landline or cell phone with a credit/debit card without having to set up a prepaid calling account.

\*\*Collect 2Phone™: enables the called party to accept a call on a cell phone without setting up a prepaid calling account.

"DEBIT Rates for all International countries are listed on International Rates Chart - County Specific."

**MEXICO (Only) Debit \$0.50 \$0.50**

Following is a description of additional fees that are only applicable as indicated in the table. These fees are cost recovery in nature and are not considered revenue by Contractor therefore no commission is paid on these fees.

<b>Account Transaction Fees</b>	<b>When Applied</b>	<b>Amount</b>
Deposit sent to Contractor via Western Union*	Per Transaction	\$0.00
Certified Check mailed to Contractor	Per Transaction	\$0.00
Money Order mailed to Contractor	Per Transaction	\$0.00
<b>Convenience Deposit Fees</b>		
<b>Account Deposit Fees</b>	<b>When Applied</b>	<b>Amount</b>
Automated IVR/Web Site Deposits**	Per Transaction	\$6.95
Live Operator Deposits	Per Transaction	\$8.75
<b>Federal, State and Cost Recovery Fees</b>	<b>When Applied</b>	<b>Amount</b>

Federal Universal Service Fee (FUSF)	Monthly per invoice of Interstate Calls	16.6%
Federal and State Carrier Administrative Cost Recover Fee	Intrastate and Interstate Prepaid Collect Calls	Up to 8.0% of cost of Call
Validation Fee	Calls to non-ILEC billed calls and Wireless Phones	Up to 4% of Cost of Call
Federal State and Cost Recovery Fees Only When Generated via Paper Invoice		When Applied Amount
Federal Administration Cost Recovery Fee	Interstate Collect Calls billed via paper invoice	\$3.49 per invoice
State Administrative Cost Recovery Fee	Intrastate Collect calls billed via paper invoice	\$1.95 per invoice
Single Bill Cost Recovery Fee	Monthly per paper invoice of collect calls	\$3.49

\* When a person sends money to Contractor for an AdvancePay account via Western Union, that person pays Western Union a fee for that service.

\*\* Funding an AdvancePay account via IVR or Website deposit (e.g. using a credit card) is optional. Fees related to such transactions are disclosed at the time of transactions and offset Contractor's costs of third-party merchant fees, system support, customer service staff and network service infrastructure associated with making this optional service available.

All fees, currently tarified and prospectively tarified are subject to change from time to time as prescribed by the FCC, tax authorities or by Contractor and at the discretion of the entities charging those taxes, charges and/or fees.

D. Penalties

Severity Level	Severity Examples Level (Inmate Use)	Severity Examples Level (Monitoring)	Response Time	Expected Resolution Time	Fine Per partial/full day
Critical	Server or Carrier unavailable or major service interruptions involving 30% or more of the system	Server Unavailable or major service interruptions  Recording or monitoring have stopped	1 Hour	8 Hours	>8 but <48 hours- \$1,000.00  >48 but <72 hours- \$1,500.00  >72 hours- \$2,500.00  Second Occurrence or more in same contract year \$5,000
Severe	Service	Sound quality	4 Hours	24 Hours	>24 but <48

	interruptions affecting 25% -30% of the inmates/wards housed in a single unit	is distorted or workstation non functional			hours-\$500.00 >48 but <72 hours-\$1,000.00 >72 hours-\$1,500.00
Minor	Single phone out of service but other phones remain available and functional	System responses have slowed or keyboard is malfunctioning	8 Hours	40 Hours	>40 but <72 hours-\$100.00 >72 hours-\$300.00
Cosmetic	Damage to phone but phone is still functional	Keyboard is sticking	24 Hours	80 Hours	>80 hours-\$100.00

**ATTACHMENT B  
COUNTY SUPPLIED ITEMS AND ASSISTANCE**

1. The County shall furnish Contractor the following items and resources. County may also consider other needs requested by the Contractor:

Appropriate space to house and secure equipment needed to operate the telephone system.

Facilitate the installation of any power, data lines, HVAC or other facilities related equipment. Any physical plant requirements shall be identified and coordinated through an assigned County Project Manager.

Coordinate between the Contractor and any County Agencies or other County contractors if required.

Project Manager, design approval, training coordination and system acceptance.

Access and security for Contractor's personnel while working in detention facilities.

2. Contractor will be responsible for paying for any additional physical plant requirements (power, security, data, cabling, physical space, HVAC, etc).
3. Contractor will be responsible for all permit costs and building department approvals.

**ATTACHMENT C  
REVENUE SHARING AND PAYMENT**

This is a Revenue Sharing Contract between the County and the Contractor for services provided in Attachment A, Scope of Work. In accordance with the provisions of Paragraph 27 "Revenue Sharing and Commission Payments" in the Contract, the Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

**Revenue to be provided to the County:**

Contractor shall pay the County the greater of either:

- (a) A minimum annual guarantee of four million three hundred fifty thousand dollars (\$4,350,000) per year.

**OR**

- (b) 97.5% of the Monthly Gross Revenue (Pre-Contractor Fees charged by the Contractor and subject to the note below) generated by Inmate telephone calls\*.

**Payment Instructions:**

Payments will be made to the County monthly and apportioned as one twelfth (1/12) of the total amount above.

\*The percentage of the Monthly Gross Revenue (Pre-Contractor fees charged by the Contractor) generated by Inmate telephone calls shall be the same for all types of inmate generated intrastate calls regardless of type. No commission is paid on revenue from interstate calls.

All intrastate calls originated by an inmate, juvenile or detainee through this contract, regardless of call type, will be applied towards the revenue due back to the County.

The only exception will be County approved free calls, as provided for in Attachment A, Scope Of Work, Section 1, Inmate Telephone, Subsection (B), Inmate Telephone System Functionality.

**ATTACHMENT D  
IMPLEMENTATION PLAN AND SCHEDULE**

**I. ICMv Implementation Plan**

Contractor shall assume total responsibility for all installation and maintenance activities pertaining to the Inmate Calling Manager (ICMv) System including any required software interfaces. This plan also includes contingency planning with complete redundancy to ensure the continuous operation of all services. Contractor's project team will be headed by Mr. Anthony Arellano, Contractor's Project Manager. Mr. Arellano will manage the entire installation project. He will be assisted by Contractor's Field Service Manager Joe Reilly. Joe Reilly will be the onsite point-of-contact. If during the term of this Contractor should designate different staff than the individuals identified in this paragraph to fulfill these roles, Contractor shall notify County's designee within 5 business days of the assignment of the new person. The designation of the new person to either role described in this paragraph shall not require a formal amendment of this contract.

**II. Project Management and Schedule**

Contractor's project team shall provide weekly progress reports to the County throughout the implementation phase. All aspects of the systems and services implementation will be precisely planned and executed to avoid service disruptions to operation of the existing phone system.

Contractor will work with the County's Project Manager Contact of each facility to confirm the best start and work dates for each step in the implementation process and will submit a final Project Plan for the County's approval.

**III. Project Team**

Contractor's primary resources facilitating the installation and transition of the Orange County's telephone services will be:

Position	Responsibilities						
Executive Sponsor	Defines all the deliverables in a contract and assigns the necessary resources internally to meet the needs of the project on deadline. Oversees the process from contract negotiation through planning, implementation and client acceptance to handover to client services.						
	<table border="1"> <thead> <tr> <th>Position</th> <th>Responsibilities</th> </tr> </thead> <tbody> <tr> <td>Engineering</td> <td>Designs and builds call-processor to the specifications required to meet the deliverables for the contract.</td> </tr> <tr> <td>Implementation Manager</td> <td>Supervises the installation process from requirements gathering, budgeting and ordering components to forming the onsite team and confirming client satisfaction after the process.</td> </tr> </tbody> </table>	Position	Responsibilities	Engineering	Designs and builds call-processor to the specifications required to meet the deliverables for the contract.	Implementation Manager	Supervises the installation process from requirements gathering, budgeting and ordering components to forming the onsite team and confirming client satisfaction after the process.
	Position	Responsibilities					
Engineering	Designs and builds call-processor to the specifications required to meet the deliverables for the contract.						
Implementation Manager	Supervises the installation process from requirements gathering, budgeting and ordering components to forming the onsite team and confirming client satisfaction after the process.						

			Anthony Arellano will serve as Implementation Manager for the implementation of the inmate calling service. Joe Reilly, Field Service Manager, will serve as the project's point-of-contact for ground implementation.	
			Position	Responsibilities
		Project Manager	Onsite Team	The Project Manager conducts the site survey oversees the Onsite team consisting of technicians from GTL Operations and Field Services who will perform site-preparation, installation, testing and cleanup, and tests all installed equipment and services.
		Network Engineer		Designs Network configuration between client facilities and GTL data centers. Orders all the necessary exterior lines and circuits and configures the connection between the facilities and GTL's WAN.
		IT		Prepares all the required computer code to integrate the ICMv with other software vendors at each Orange County facilities.
	Facility Service Manager			Assist in staff training. Takes over responsibility for project after installation to ensure project deliverables continue to be met. Meets with client regularly to check satisfaction, provide ongoing training and define new objectives.

**IV. Installation Process**

**A. Initiation Phase**

1. Meet with the County – Within seven (7) business days immediately following contract award, Contractor will hold the first meeting with the County. In this meeting Contractor will provide contact names, phone numbers, and security clearance information for the Contractor installation team. Contractor will also confirm the location and contact information for the facilities and their staff.

2. Identify the System Specifications - The Contractor's Project Manager, will define the system specifications based upon this contract and the specific requirements of the County. The following project phases shall be scheduled with the managers of each facility.

Project Phase	Event to be scheduled	Service Disruption
1. Pre-installation	Circuit and equipment orders will be placed by Contractor. Site visits will be scheduled with Inmate Services Division,	None

Project Phase	Event to be scheduled	Service Disruption
2. Site Inspection	Seven business days after contract signing, Contractor will begin inspecting the facility where equipment will be installed. Teams will visit all portions of the facility and take careful note of access, personnel, security requirements and procedures for cabling and equipment installation throughout the facility.	None
3. Software installation	Starting 30 business days after contract signing, software will begin to be installed on call-processing equipment and all necessary workstations.	None
4. Site Preparation	Under the direction of the Inmate Services Division the facility will be prepared for delivery and installation of hardware.	None
5. Delivery of Equipment	Inmate telephones, call-processors, recording and monitoring equipment, workstations and additional necessary hardware will be delivered 36 business days after contract signing to the facilities where they will be installed.	None
6. Cabling Installation	Starting 34 business days after contract award, additional cabling will be installed to support requirements of new hardware if and as needed at each jail facility until all facilities are completed.	None
7. Equipment Installation	Starting 34 business days after contract award, installers will install all of the required equipment at each jail facility until all facilities are completed.	None
8. System Testing	Starting 45 business days after contract award, Contractor's installers will test every piece of equipment to ensure it has been installed correctly and is functioning properly at each jail facility until all facilities are completed.	None
9. System Configuration	Starting 45 business days after contract award, during this phase everything from specific voice overlays, special reporting formats, call limits, on/off times, PIN list transfers from the JMS, free numbers for an inmate-tip line, speech to text and keyword search software (an option) and other features specifically requested by County will be enabled and tested at each jail facility until all facilities are completed.	None
10. Conversion	Starting 46 business days after contract award, the trunk lines carrying calls into the new hardware will go into service within seconds. This will be done at each jail facility until all facilities are completed.	None

Project Phase	Event to be scheduled	Service Disruption
11. Acceptance	Starting 46 business days after contract award, test calls will be placed from each offender telephone to ensure that everything is working properly at each jail facility until all facilities are completed. Implementation is complete only when the County is fully satisfied that the system is functioning as required. Inmate orientation to new system may be scheduled at this time if necessary.	None
12. Training	Starting 47 business days after contract award or when county staff are available, all facility and related department personnel who will be responsible for or need to use any part of the Inmate Telephone System will be trained within a day or two of conversion or when county staff are available.	None

**B. Site Survey**

Seven days after contract signing, Contractor’s Project Manager, with a County staff member will conduct a comprehensive survey of the facilities’ sites to identify existing phone and system installations; determine phone and system installation requirements; review cabling, power, HVAC, and telephone room requirements; and determine necessary site enhancements. A comprehensive site survey report will be provided to the County’s Project Manager. The Contractor’s Project Manager will also verify the locations for the workstations.

**C. Project Planning Phase**

Contractor shall commence the Project Planning Phase seven business days after the Site Survey has been completed. Contractor shall:

1. Build a Project Team - The Contractor’s Project Manager will assemble a complete Onsite Team that shall include personnel who possess the skills required to perform a smooth installation. The Contractor’s Project Manager shall provide the County with a list of all personnel who will interact with facility equipment or need to be onsite for installation, training or cleanup and request that the County accept or verify security clearances in accordance with terms of this Contract.
2. Forming the Project Plan - Upon completion of the site survey and identification of the system specifications, the Contractor’s Project Manager shall develop an Installation Plan specific to the proposed system and installation timeline. In this Installation Plan, the Contractor’s Project Manager shall identify the necessary personnel, supplies, and task he will need performed. The Contractor’s Project Manager shall be responsible for identifying the tasks that make up the critical path of each project and ensuring that the project goals are achieved.
3. Plan Approval - The Contractor’s Project Manager shall submit the completed Installation Plan for approval to the County. All installation procedures shall be reviewed with and approved by the County’s Project Manager prior to beginning the implementation phase.
4. Project Kick Off - Contractor’s Project Manager shall conduct a Kick-Off Meeting and identify

the goals and constraints of the project to the Project Team. The Contractor's Project Manager shall ensure that all members of the team clearly understand their roles in the successful completion of the project.

5. Operating Guidelines and Communications - The Contractor's Project Manager shall establish the operating guidelines for the project, and a communications process and schedule to be followed.

6. Monitoring - The Contractor's Project Manager shall closely monitor the progress of the project to ensure successful completion of the project within the allotted time frame. Contractor's Project Manager shall provide the County with updates on the project progress.

#### **D. Implementation Phase**

Contractor shall start the Implementation Phase seven business days after the Project Planning Phase has been completed. Contractor shall:

1. Pre-installation - All new equipment and supplies needed for the installation shall be ordered, and a delivery is scheduled and agreed upon with the County's Project Manager.

2. Site Preparation - Upon approval of the implementation plan, Contractor will initiate Site Preparation. The site preparation will be determined by the results of the site survey and will include cabling, power, HVAC, and telephone room enhancements required to support the ICMv. All preparation work will be pre-approved by the County's Project Manager and will comply with industry standards and/or regulatory agency guidelines. Any electrical work will be coordinated through the County Sheriff-Coroner Research and Development Department.

During the site survey, Contractor's Project Manager will have identified the necessary circuits for the facility and for the administrative and investigative workstations. Delivery dates will be received and noted on the implementation plan. The County must allow the LEC (Local Exchange Carrier) access to the facility in order to install circuits. The circuits will be fully tested by the Contractor prior to installation of the ICMv.

In addition, the Contractor will test and check the following internal wiring at the facilities:

- Line quality between the phone station and the phone room. Any Intermediate Distribution Frame (IDF) and Main Distribution Frame (MDF) blocks will be checked for quality of connections.
- Cabling connections between the phone room and the locations designated for workstations will be tested for quality of connection.
- Labeling and configuration will be updated to ensure that Contractor has a correct inventory of all lines available and any additional lines that may be required.

Contractor proposes to utilize all cabling provided by the County selected contractor. Any installation of additional cabling will be pre-approved by the County's Project Manager and will comply with industry standards and/or regulatory agency guidelines. Cabling will traverse pre-existing conduit runs where available or routes determined during the site survey. All cabling will be labeled appropriately, and hidden and secured per industry standards. Any internal line quality issues identified by Contractor will be reported to the County at the end of each site survey for scheduling of appropriate repair or upgrades.

Equipment delivery and Installation - All ICMv hardware will be installed in the location determined and approved in the site survey and Contractor will utilize cabinets with racks to contain all hardware; and these will be securely mounted to meet the appropriate industry

standard and/or regulatory agency guidelines.

The equipment to be delivered will include, but not be limited to, the following:

3. **The Inmate Call Manager (ICMv) hardware** - The ICMv will be delivered in a stand-alone cabinet. The unit shall arrive fully tested and scaled for the requirements of each of the Orange County's correctional facilities. Each ICMv shall be run for 96 hours at the manufacturing center prior to shipping. Delivery will be to the Room designated by the County for the ITS use.  
  
This system shall be delivered a maximum of 14 days prior to the system install date. The delivery of equipment shall be coordinated with the County's Project Manager to ensure the timely and orderly receipt of installation materials. Contractor shall schedule the delivery of equipment to coincide with the planned installation of the system. The Contractor installation staff shall remove all packing materials and return the work area to the pre-existing condition.
4. **The inmate telephone sets** – Any new telephones shall be delivered ready to mount and with additional accessories as required by the County. Quality testing shall be done at each inmate phone after installation.
5. **Administrative/Investigative workstations and laptops** - The required workstations and laptops shall be delivered to each of the facility prior to the system cutover date. They shall be delivered fully tested and with all the appropriate user manuals, accessories, and software fully loaded.
6. **TTY/TDD phones** - Any required TTY/TDD phones shall be delivered to the correctional facility prior to system cutover.
7. **Configuration/Customization** - During the installation process Contractor shall adjust the ICMv software to create and enable a wide range of custom features to meet the County's unique configuration requirements and preferences including, but not limited to, the setting up of PIN accounts for inmates; loading of the Special Telephone Number Table (for attorney numbers), establishing facility-specific call branding messages, configuring facility-wide default call restrictions, et cetera.

#### **E. Installation Documentation**

Following the installation of the ICMv Inmate Telephone System the following documents shall be presented to the County. Over the life of the contract several of these documents, such as station maps, facility and user lists are subject to revision. When revisions are made Contractor shall provide County the revised versions and/or updates within 7 working days of completion.

- Installation Checklists
- Inmate Telephone Station Map
- Inmate Telephone Trunk Map
- Facility User List
- Equipment List, Descriptions, and Locations
- Workstation List with IP and Location Information
- Support Line and Non-Trunk Analog Line List

- IT/Frame for Data and Voice Transmission Information
- Site Schedules
- Facility Block-Diagram
- Equipment Photos (if requested and approved)
- Service Incident Report
- Service Contact Information
- Service Escalation Procedures and Contracts
- ICMv User Manuals
- Any other documentation specifically required by the Orange County

**F. Training on the Inmate Telephone System**

Contractor's trainer shall be onsite the week of system installation to provide County with detailed introductory training on the inmate telephone system. This training shall occur within a few days of cutover to the new system, and it is intended for all County Sheriff Department approved staff, site administrators, and any other County staff who will be authorized to log into the system. Contractor shall also offer remote training via the Internet if requested by the County.

1. **Introductory Training**

Introductory Training on the Inmate Telephone System shall include:

- a. Contractor company information.
- b. Contractor contact information.
- c. Contractor escalation procedures.
- d. Contractor services and software.
- e. A live demonstration of the Inmate Calling Manager from County's dedicated login site including running basic administrative, usage, maintenance, investigative and financial reports. The trainer shall discuss call process, calling types and collect call restrictions, as well as trouble ticket procedures. Contractor shall also present the Contractor marketing materials that Contractor will leave behind for inmates and friends/families, and will take suggestions regarding the best display materials for County facilities going forward. The New Client Training shall conclude with a live demonstration of the Inmate Calling Manager (ICMv). Training shall be conducted just following system cutover. Training shall be live on the County system. Contractor shall tailor the training session to fit the County specific needs. Contractor will demonstrate how to log in to the customized system home page and show trainees how to navigate the ICMv user interface. This system overview shall include:
  1. How to read and run call detail reports and frequently dialed number reports.
  2. How to create customized reports and save them for future use.
  3. How to track inmate activity by PIN.

4. How to monitor both live and recorded calls.
5. How to conduct investigative searches by PIN or by called party.
6. How to use reverse look-up to track crime in progress.
7. How to forward a call to an investigator.
8. How to terminate a call when illegal activity is suspected.
9. How to add notes to a call recording and search those notes later.
10. How to archive call recordings and call detail records to CD or DVD.

**2. Ongoing Training**

Following post-installation instructional sessions, County personnel may contact Contractor's customer account representative or assigned technical support engineer with questions. Training and support shall be available to County personnel, at no additional cost, throughout the contract duration.

**3. Advanced Training for Investigators and Administrators**

Advanced system training sessions for investigative and/or administrative staff will be available to the County and can be scheduled and conducted on-site or via interactive Web-based sessions. Advanced system training sessions shall be custom designed to cover topics of special interest. While these topics shall be included in initial training, the focused advanced system training session shall focus on greater understanding and expertise.

**ATTACHMENT E  
TRAINING PLAN  
COUNTY STAFF TRAINING**

**I. Inmate Calling Manager Training**

- A. The Contractor Installation team shall provide training on the basic operation of the system and answer initial questions during the installation of the new system.
- B. The Contractor training team shall provide the County with the option of weekly web-based training to coincide with the various officer work shifts so that County staff has an opportunity for training regardless of their hours.
- C. After implementation of the new system is complete, Contractor certified trainers will provide on-site regionalized training so that County staff has the opportunity for instructor-led classroom training with hands on activities. County Users shall have the opportunity to ask questions and perform tasks in a real-time environment with feedback from Contractor certified trainers. The Contractor training team shall provide instructional aides such as user guides, cheat sheets, and phone dialing instructions.
- D. Within the first quarter after the implementation of service, the Contractor training team shall offer the County refresher training for any new hires or for users who want additional training on system features.
- E. The Contractor training team shall be available for additional training either via WebEx or onsite as needed.

**II. Training Methodologies**

The Contractor Training team shall use web-based and on-site training to meet the training needs of individual County Employees. Contractor Trainers shall use demonstration, question and answer, hands on activity, and process review to help County staff master the features and functionality of the system.

**A. Web-Based Training**

Contractor certified trainers shall lead web-based training that allows County users to view the system via a Web-EX meeting and interact with the trainers and other participants on a toll-free conference bridge. Contractor web-based training shall be tailored to the needs of a group of County Employees and can include groups of various sizes as needed.

**B. On-Site Training**

Onsite training shall be scheduled as needed at County facilities. The Contractor training team shall provide in-depth training on all aspects of the system. During

on-site training, the Contractor trainers shall lead a review of system features and functionality and instruct training via hands on activity in the system where applicable. The Contractor trainer will provide a training syllabus that outlines the topics to be covered and provide adequate training materials such as user guides, quick reference guides, and quick tip cards. On-site training sessions shall be general sessions to cover a wide variety of topics or tailored to meet the specific needs of users such as investigators.

### **III. Training Materials**

#### **A. Cheat Sheets**

Contractor will provide to the County "cheat sheets" for quick system reference items and make any content modifications as needed.

### **IV. Training Topics For County Staff**

#### **A. ICMv System Overview**

Topics include:

- Logging into and exiting the system
- Navigating the system using the ICMv's Dashboard options
- Getting help from the on-line User Guide

#### **B. Call Detail Reporting**

Topics include:

- Set Call Detail Report search parameters
- Generate and print the call detail report
- Use Reverse Lookup to see the name and address of a called number
- Use the PIN-link to access detailed information about an inmate
- Access and replay recordings
- Download recordings for in-depth review in Call Analyzer
- Download recordings for transfer to CD/DVD (or other portable media)
- Add investigative notes to calls
- Save and reuse report templates
- Select and use other Report Types (call frequency, et cetera)

- Use ICMv's Report Builder for custom reports

**C. CD/DVD Utilities**

**Topics include:**

- Burn recordings/call detail records to portable media (e.g. CD, DVD, USB Device, Thumb Drive)
- Email recordings and call records

**D. Live Monitoring**

**Topics include:**

- Select and listen to a live conversation
- Terminate a live call
- Forward a live call to a remote investigator
- Use Reverse Lookup to see the name and address of a called number

**E. Inmate PIN Management**

**Topics include:**

- Add inmates to the system (unless established via JMS interface)
- Add/edit PIN restrictions
- Add/edit PAN lists
- Suspend/Deactivate PINs
- Set alerts

**F. Phone Management (System Controls)**

**Topics include:**

- Shut down all phones
- Shut down individual phone or phones in one area
- Set phone usage parameters (e.g. service on/off schedule, free calls, local only, et cetera)

**G. Number (BTN) Management**

**Topics include:**

- Add numbers and set restrictions/privileges for each
- Block/Unblock numbers
- Designate Private (Privileged) numbers
- When to use Restricted Playback
- Use Reverse Lookup to see a number's published name and address

**H. Advanced Reports**

**Topics include:**

- Call statistics and revenue
- Debit system information
- Inmate information
- System diagnostics
- User audits – track user activities (exclusively for administrators)

**I. ICMv User Management (Exclusively for administrators)**

**Topics include:**

- Add a new user and assign privileges
- Add a new role (a set of one or more privileges)
- Edit user privileges
- Edit roles

**J. Reporting System Issues to Technical Support**

**Topics include:**

- How to Report a Problem to Technical Support
- Technical Support Procedures for Call Handling and Resolution
- GTL Technical Support Contact Information

**V. INMATE TRAINING**

Contractor shall provide a variety of instructional aides in English, Spanish, and Vietnamese to educate inmates on the procedures and processes necessary to use the ICMv controlled telephones at the facility. Braille is also provided. Instructional materials and methods include:

- Clear automated voice prompts every time an inmate makes a call ensures that all inmates, including those who cannot read written instructions, understand step-by-step what must be done in order to place a call.
- Laminated instruction cards posted on or next to every telephone
- Printed instructions on paper fliers that can be distributed by County staff
- At the County's request, a trainer will be available for inmate training on phone usage. The trainer shall provide a discussion and demonstration in each unit or pod of the facility with assistance from County staff. Topics include but are not limited to:
  - Use of PIN – safekeeping, using with the telephone system, how to add funds to their account.
  - Customer Service – Instruction on refunds, issue awareness, assistance, and filing complaints.
  - How the telephone system interfaces with the commissary and how orders may be placed
  - Calling Instruction – How to use the phone, follow the prompts, enter information, entering inmate name, PIN, warning of the use of three-way and recording, and speed dial use.
  - Topics and instruction shall be at the discretion of the County and Contractor shall provide trainers and services as Orange County requests them.

**ATTACHMENT F  
ACCEPTANCE TESTING PLAN**

**I. Testing**

Once the system is fully installed, it shall be thoroughly tested for functionality. The system "burn-in" shall include but is not limited to:

- A. Test-calls from all inmate calling stations to check connectivity and audio quality.
- B. Testing of automatic call verification process.
- C. Onsite recording storage, archiving, retrieval and quality, CDR creation and backup process etc.

The County's Project Manager and County's facility management shall verify that the system is fully functional and meets County requirements.

**II. Training**

The Implementation Plan shall include the training of County staff and follow-up monitoring of the system. The Contractor Project Manager shall continue to closely monitor the performance of the ICMv for 30 days after cutover to ensure that all systems are functioning correctly and that the County continues to be fully satisfied.

After contract signature, Contractor's Project Manager will develop a list of all County staff with the help of the Inmate Services Division that will require training in the use of the new equipment and/or software. Training shall be done the day after the implementation and cutover of the call processing equipment. Training shall include a multimedia presentation, printed materials, and a question and answer session.

Inmate Calling Manager  
Installation Testing Acceptance Check List

	<b>Project Manager Duties</b>	<b>Date Tested or Confirmed</b>	<b>Yes/ No</b>	<b>Comments</b>
<b>1.0</b>	<b>Hardware Inventory</b>			
1.1	Confirm delivery of hardware using the Equipment Checklist ("Delivered" column). Note any damage or other issues.			
<b>2.0</b>	<b>Equipment Location and Security</b>			
2.1	Is the floor and wall space sufficient for the hardware?			
2.2	Is there sufficient heating, cooling, and ventilation for the hardware?			
2.3	Is the equipment room clean and free from dirt and debris?			
2.4	Is there a dedicated grounded circuit for the hardware and have you tested the polarity and ground?			
2.5	Has the ITS rack or cabinet been properly grounded?			
2.6	Is the hardware installed in a secure location?			

2.7	Are there any special conditions to note (i.e. lightning protection, leaking pipes, etc.)? If so, enter details in the "Comments" section.			
<b>3.0</b>	<b>Inmate Telephone System</b>			
3.1	Did all of the hardware boot properly with no errors?			
3.2	Is Windows running and are the internal system boards sync'd?			
3.3	Is the IP address info properly configured on each ITS?			
3.4	Is the "AGM LAN" NIC plugged into the GTL network and do you have connectivity back to GTL?			
3.5	If using a dial-up solution for the WAN, is it working and connecting properly?			
3.6	If a modem is connected to the ITS (VAC/Radical) is it configured and working?			
<b>4.0</b>	<b>Network (Data and Voice)</b>			
4.1	Have all the circuits been properly identified, terminated, tested, and connected?			
4.2	Is local dialing 7 or 10-digit?			
4.3	Is caller ID being blocked on the local lines (i.e. POTS, Local T1s) or is it showing 888-288-9879?			
4.4	Have LD test calls been placed over the PIP using a channel bank and 66 block?			
4.5	Can reach ITS be pinged from the LA Office?			
4.6	Have the IP addresses been configured on all hardware that will be on the network and are they visible from LA (i.e. ITS, UPS, Channel Banks, Fiber Media, etc.)?			
4.7	Can you ping the LA colo from the ITS?			
4.8	Can you connect to <a href="https://email.teamGTL.com/exchange/">https://email.teamGTL.com/exchange/</a> over the network?			
4.9	If firewalls have been installed are they properly configured and tested?			
4.10	Has the Network CoS setting been configured properly for simultaneous calls?			
4.11	Do the router timeslots and the connected trunks match in configuration?			
4.12	Has the CallManager Location Bandwidth been set correctly?			
<b>5.0</b>	<b>Trunk Cards</b>			
<b>5.1</b>	<b>Analog Trunk Cards</b>			
5.1.1	Do all of the analog circuits have dial tone and have they been labeled?			
5.1.2	Have the amphenol cables been properly routed, connected, and labeled?			
5.1.3	Do calls properly route out over the analog cards?			
<b>5.2</b>	<b>Digital Trunk Cards (DTI)</b>			

5.2.1	Have the DTI cables been properly routed, connected, and labeled?			
5.2.2	Are the DTI cards sync'd with no alarms?			
5.2.3	Has the framing been properly configured (i.e. ESF)?			
5.2.4	Has the line coding been properly configured (i.e. B8ZS)?			
5.2.5	Has the signaling been properly configured (i.e. E&M immediate)			
5.2.6	Do calls properly route out over the DTI cards?			
6.0	<b>Station Cards</b>			
6.1	Are the station card power supplies properly installed and connected?			
6.2	Do you have prompts on every station port?			
6.3	Are all of the prompts, instructions, and recordings correct?			
6.4	Is the facility's name properly recorded?			
6.5	Does the call alert both parties that it is being monitored and recorded?			
6.6	Is end-user rate quoting turned on and tested?			
6.7	If applicable, are special stations setup properly (i.e. Booking, TTY, Attorney)			
6.8	Is the voice quality on the calls acceptable? Rate 1-5 with 5 being crystal clear. Test both the inmate and end-user experience.			
7.0	<b>ITS Configuration</b>			
7.1	Is call progress being muted on the inmate side of the call?			
7.2	Is each bill type turned on and working properly			
7.2.1	<i>Make Collect test calls from each ITS</i>		N/A	
7.3	Have the rates been loaded and verified with test calls (Local, LD, Int'l)?			
7.3.1	<i>Make Local, IntraLATA, InterLATA, InterState, and International test calls from each ITS</i>		N/A	
7.4	Has the local calling area been loaded and tested?			
7.5	Have the dialing rules been loaded and tested (if applicable)?			
7.6	Have call length limits been loaded and tested?			
7.7	Have on/off times been properly configured?			
7.8	Have the correct language prompts been loaded and tested?			
7.9	Have the correct fraud controls been enabled and tested (3-way and DTMF detect, end-user block)?			
7.10	Is positive call acceptance required and has it been turned on? (List the bill types and call types to which this applies)			
7.11	Can you search for and play back recordings?			
7.12	Is live monitoring working properly (listen, forward, terminate, etc.)?			

7.13	Is the alerting feature working properly?			
7.14	Is the name recording working properly?			
7.15	Are the speed dials setup and working (if applicable)?			
7.16	Have unused trunk ports been disabled?			
7.17	Is NTP properly configured and running?			
7.18	Is the ITS set to the proper time zone?			
7.19	Has someone from the Wilshire office completed a backdoor test call through the ITS?			
7.20	For VAC installs, have you tested CPP usage and balances?			
<b>8.0</b>	<b>Polling and Validation</b>			
8.1	Have you notified cutover_mgrs that the system is up and test calls have been made?			
8.2	Are calls validating properly (check with RA)?			
8.3	Can ITM and RA see the CDRs from the test calls (delete when finished)?			
8.4	Are the Courtesy calls routing properly?			
<b>9.0</b>	<b>Data From the Incumbent Phone System Not used in this installation</b>	N/A	N/A	N/A
9.1	Have you loaded and tested any required Free numbers?			
9.2	Have you loaded and tested any required Private (not recorded) numbers?			
9.3	Have you loaded and tested any required Blocked numbers?			
<b>10.0</b>	<b>PINs (if required)</b>			
10.1	Has a test account been created? List info in "Comments" section			
10.2	Does the test PIN work with the designated call types?			
10.3	If the facility has existing PIN data has it been loaded and tested?			
10.4	Will inmates select their PIN upon first use and is that feature setup and tested?			
10.5	Has the facility staff been trained on how to change a PIN and has a policy been established?			
<b>11.0</b>	<b>Personal Allowed Numbers - PANs</b>			
11.1	Is the max number of allowed PANs properly setup?			
11.2	If the facility has existing PAN data has it been loaded and tested?			
<b>12.0</b>	<b>Electronic Debit</b>			
12.1	Can you manually add and delete funds on the test PIN?			
12.2	Can you make successful electronic debit calls via each call type (Local, Int'l, etc.)?			
<b>13.0</b>	<b>Integrations</b>			
<b>13.1</b>	<b>IIR (Inmate Information Records)</b>			
13.1.1	Has end-to-end testing been completed?			

13.1.2	Have the existing PINs been loaded from the incumbent's system (where applicable)?			
13.1.3	Is the file transfer cycle properly setup?			
<b>13.2</b>	<b>IDM (Inmate Debit Monies)</b>			
13.2.1	Has end-to-end testing been completed?			
13.2.2	Has the refund/release process been tested and verified?			
13.2.3	Is the file transfer cycle properly setup?			
<b>13.3</b>	<b>PAN (Personal Allowed Numbers)</b>			
13.3.1	Has end-to-end testing been completed?			
13.3.2	Have the existing PANs been loaded from the incumbent's system (where applicable)?			
13.3.3	Is the file transfer cycle properly setup?			
<b>14.0</b>	<b>Debit Cards</b>			
14.1	Can you make successful debit card calls via each call type (Local, Int'l, etc.)?			
14.2	Are the cards of the correct denomination?			
14.3	Have the debit card business rules been communicated to the business manager?			
<b>15.0</b>	<b>Inmate Phones</b>			
15.1	Has each phone been tested, identified (port #), and have the mini dialing instructions been installed in the viewing window for each phone?			
15.2	Have all phones been mounted and are they securely fastened?			
15.3	Have all pedestals, roll carts, backboards, and conduits been securely installed?			
15.4	Have the station port mappings been entered into the ITS?			
<b>16.0</b>	<b>Visitation Phones (if applicable)</b>			
16.1	Has each phone been tested, identified (port #), and labeled with the station id?			
16.2	Have all phones been mounted and are they securely fastened?			
16.3	Have the station port mappings been entered into the ITS?			
16.4	Are PINs required on the visitation phones and have they been tested?			
16.5	Are the visitation phones setup for monitoring and recording?			
<b>17.0</b>	<b>TDD phone</b>			
17.1	Has the TDD phone (and modular jack, if applicable) been properly installed, mounted, and labeled? Is it a mobile unit or wall-mount?			

17.2	How will the TDD phone be used (through the ITS or an admin line) and has it been properly setup and tested?			
17.3	If the phone will run through the ITS, are the correct speed dials setup and have they been tested?			
17.4	Has each TDD phone been labeled with dialing instructions and a call recording/monitoring notice?			
<b>18.0</b>	<b>Cutoff Switches</b>			
18.1	Have the cutoff switches been connected to the house cabling?			
18.2	Has each switch been tested and labeled?			
<b>19.0</b>	<b>Workstations</b>			
19.1	Do the workstations have connectivity to the ITS and to LA?			
19.2	Have roles been created for each group of users (i.e. investigators)			
19.3	Has a login and password been setup for each user (both on the workstation and the ITS application)?			
19.4	Can you pull call records, recordings, and live monitor?			
19.5	Do all of the GUI features work properly?			
19.6	Have you tested the CD burning features on the workstation?			
19.7	Has a remote access application been loaded and does it work (verify with LA)?			
19.8	Has all of the correct software been loaded (complete software tracking spreadsheet)?			
19.9	If a printer was provided is it installed and working properly?			
19.10	If speakers or headphones were provided are they installed?			
19.11	Has all of the correct software been loaded and have the software licenses and product keys been documented in the software tracking spreadsheet?			
<b>20.0</b>	<b>Monitoring</b>			
20.1	Has ITM setup DNS routing for all network components?			
20.2	Has ITM added all network components to our monitoring tools?			
<b>21.0</b>	<b>Labeling</b>			
21.1	Are all of the Station and Trunk blocks clearly labeled (in the Demarc, MDF, and all IDFs)?			
21.2	Are all cables, cards, and hardware components clearly labeled?			
21.3	Are all 66 block covers, CAT5 cables, and cross-connect jumper wire installed per the GTL color code standards?			
21.4	Is all cabling neat and has the cabinet been dressed?			
<b>22.0</b>	<b>Postings</b>			

22.1	Have the dialing instructions been posted in the approved areas?			
22.2	Have the marketing materials been posted and has the Client Services rep introduced the material to the customer and reviewed it with them?			
22.3	Have the escalation procedures been explained and distributed?			
22.4	Have the inmate complaint forms been explained and distributed?			
<b>23.0</b>	<b>Training</b>			
23.1	Has the designated staff been trained on the ITS?			
23.2	Were the users given the opportunity to choose a secure login/password?			
23.3	Have the user manuals been distributed?			
<b>24.0</b>	<b>Value Added Products (i.e. Kiosk)</b>			
24.1	(Tests and checks will need to be listed by product)			
<b>25.0</b>	<b>Closing</b>			
25.1	Did you take photos of the phone room, cabling, hardware, phones, and all other pertinent areas?			
25.2	Have all IDFs and MDFs been cleaned up from the install?			
25.3	Has any unused hardware been securely packaged, insured (where necessary), and shipped back to GTL?			
25.4	Has the customer acceptance document been completed?			
25.5	Has the post-install survey been completed?			

**ATTACHMENT G  
CURRENT EQUIPMENT LOCATIONS**

(THE TELEPHONE LOCATIONS MAY EXPAND OR RETRACT AND INCLUDE  
DETAILS BASED ON THE TELEPHONE COUNT)

<b>List of Equipment and Locations in Use</b>			
<b>Site Name</b>	<b>Asset Type</b>	<b>Additional Asset Description</b>	<b>Quantity</b>
Orange County CA-Joplin Youth Center	Quintum Box		1
Orange County CA-Joplin Youth Center	UPS		1
Orange County CA-Joplin Youth Center	Inmate Telephones		9
Orange County CA-Youth Guidance Center	Quintum Box		1
Orange County CA-Youth Guidance Center	UPS		1
Orange County CA-Youth Guidance Center	Inmate Telephones		18
Orange County CA-Juvenile Hall	Quintum Box		4
Orange County CA-Juvenile Hall	Router		1
Orange County CA-Juvenile Hall	UPS		1
Orange County CA-Juvenile Hall /Youth Leadership Academy	Inmate Telephones		72
Orange County CA-James Musick Facility	Quintum Box		4
Orange County CA-James Musick Facility	Router	2800 Series	1
Orange County CA-James Musick Facility	UPS		1
Orange County CA-James Musick Facility	Inmate Telephones		80
Orange County CA-James Musick Facility	Workstation		1
Orange County CA-Theo Lacy Facility	Quintum Box		13
Orange County CA-Theo Lacy Facility	TTY		2
Orange County CA-Theo Lacy Facility	Router	2800 Series	1
Orange County CA-Theo Lacy Facility	Modem	V.92	1
Orange County CA-Theo Lacy Facility	UPS		1
Orange County CA-Theo Lacy Facility	Inmate Telephones		302
Orange County CA-Theo Lacy Facility	Workstation		2
Orange County CA-Central Jail Complex	Quintum Box		13
Orange County CA-Central Jail Complex	TTY		4

Orange County CA-Central Jail Complex	Router	2800 Series	1
Orange County CA-Central Jail Complex	Modem	V.92	1
Orange County CA-Central Jail Complex	Cisco Catalyst	Model 2950	1
Orange County CA-Central Jail Complex	UPS		1
Orange County CA-Central Jail Complex	Inmate Telephones		310
Orange County CA-Central Jail Complex	Workstations		2
Orange County CA-Central Jail Complex	Laptop		1

**1. Central Jail Complex (311 Phones)**

Station	Location
7148360001	K9-1
7148360002	DORM1-3
7148360003	K14-2
7148360004	DORM3-1
7148360005	N31-3
7148360006	DORM7-2
7148360007	M25-2
7148360008	I-10 Dayroom
7148360009	M26-4
7148360010	P13-1
7148360011	J-4-3
7148360012	DORM7-4
7148360013	J-7-3
7148360014	DORM5-4
7148360015	M22-1
7148360016	DORM5-1
7148360017	M24-2
7148360018	Bad Port
7148360019	F32-5
7148360020	D17-2
7148360021	N29-3
7148360022	D19-1
7148360023	L18-1
7148360024	D21-2
7148360025	K9-4
7148360026	F27-4
7148360027	N28-3
7148360028	E26-1
7148360029	PM12-1
7148360030	E26-2
7148360031	J1-2
7148360032	D21-4
7148360033	J2-3
7148360034	F27-1
7148360035	L15-4

7148360036	F30-1
7148360037	N32-4
7148360038	F32-3
7148360039	K10-4
7148360040	A1-1
7148360041	K14-3
7148360042	A1-3
7148360043	L19-2
7148360044	A-5-4
7148360045	M23-1
7148360046	A6-4
7148360047	L18-4
7148360048	A2-5
7148360049	L15-2
7148360050	B7-1
7148360051	E26-3
7148360052	B8-2
7148360053	J5-4
7148360054	C12-3
7148360055	C12-2
7148360056	C15-4
7148360057	C16-1
7148360058	C16-4
7148360059	C11-3
7148360060	F28-3
7148360061	N27-4
7148360062	WARD C-1
7148360063	DORM6-1
7148360064	DIS/ISO
7148360065	C11-1
7148360066	C16-2
7148360067	C15-3
7148360068	J2-4
7148360069	B8-1
7148360070	L18-3
7148360071	B9-2
7148360072	ROOF-1
7148360073	J5-1
7148360074	DORM1-4
7148360075	K14-1
7148360076	Tank H-4-2
7148360077	J7-2
7148360078	DORM7-1
7148360079	N28-4
7148360080	DORM11-1
7148360081	J2-2
7148360082	DORM1-1
7148360083	J5-2

7148360084	DORM8-3
7148360085	J8-1
7148360086	INFIRMARY
7148360087	M22-2
7148360088	DORM2-2
7148360089	M25-4
7148360090	ROOF-3
7148360091	N27-3
7148360092	D18-2
7148360093	N30-1
7148360094	D-18-5
7148360095	L18-2
7148360096	D21-1
7148360097	K9-3
7148360098	F27-3
7148360099	K12-2
7148360100	E25-2
7148360101	N29-2
7148360102	E25-4
7148360103	SOUTH ISO
7148360104	D21-3
7148360105	N31-1
7148360106	F28-1
7148360107	K ISO
7148360108	F32-1
7148360109	J DOOR
7148360110	A1-2
7148360111	M22-3
7148360112	A2-1
7148360113	M21-2
7148360114	A2-4
7148360115	L18-4
7148360116	A4-1
7148360117	M21-1
7148360118	A6-3
7148360119	K13-1
7148360120	B10-1
7148360121	K13-4
7148360122	DORM2-3
7148360123	J5-3
7148360124	DORM4-1
7148360125	M26-3
7148360126	DORM8-2
7148360127	J1-4
7148360128	DORM6-3
7148360129	J3 LEFT
7148360130	DORM4-4
7148360131	J6 LEFT

7148360132	DORM9-1
7148360133	J8-2
7148360134	DORM6-2
7148360135	M23-4
7148360136	DORM3-4
7148360137	M25-3
7148360138	ROOM SM-1
7148360139	N28-1
7148360140	D18-1
7148360141	N30-2
7148360142	D18-4
7148360143	L19-4
7148360144	WARD D-2
7148360145	K10-1
7148360146	E23-1
7148360147	K12-1
7148360148	E25-1
7148360149	PF3
7148360150	E24-2
7148360151	NORTH ISO
7148360152	Bad Port
7148360153	J4-1
7148360154	E26-4
7148360155	N31-2
7148360156	F31-5
7148360157	L17-1
7148360158	D22-4
7148360159	K9-2
7148360160	A1-5
7148360161	K11-2
7148360162	A2-3
7148360163	M25-1
7148360164	A3-1
7148360165	K14-4
7148360166	A6-2
7148360167	L20-4
7148360168	B8-4
7148360169	M23-2
7148360170	B9-1
7148360171	J BOOTH
7148360172	B7-2
7148360173	J4-2
7148360174	R205
7148360175	C15-2
7148360176	C15-5
7148360177	C12-4
7148360178	E- 23 - 2
7148360179	F28-4

7148360180	WARD D-1
7148360181	DOCK AREA
7148360182	N30-4
7148360183	J1-1
7148360184	C14-1
7148360185	B9-3
7148360186	E23-4
7148360187	K11-1
7148360188	C15-1
7148360189	2nd Guard Station
7148360190	B10-4
7148360191	J8-3
7148360192	C11-4
7148360193	L16-2
7148360194	DORM2-4
7148360195	L15-3
7148360196	DORM5-3
7148360197	N29-4
7148360198	DORM8-1
7148360199	J1-3
7148360200	DORM12-1
7148360201	J3 RIGHT
7148360202	DORM5-2
7148360203	J6 RIGHT
7148360204	G-2-1
7148360205	M21-4
7148360206	G 4-3
7148360207	M23-3
7148360208	DORM7-3
7148360209	M26-1
7148360210	D17-3
7148360211	N28-2
7148360212	D17-5
7148360213	N31-4
7148360214	D18-3
7148360215	L19-3
7148360216	Bad Port
7148360217	K10-2
7148360218	E24-4
7148360219	K11-3
7148360220	E24-1
7148360221	Bad Port
7148360222	E25-3
7148360223	L17-4
7148360224	F29-1
7148360225	K11-4
7148360226	F31-2
7148360227	N32-3

7148360228	F31-4
7148360229	N27-2
7148360230	F32-2
7148360231	K10-3
7148360232	A1-4
7148360233	K12-3
7148360234	A2-2
7148360235	L16-3
7148360236	A5-2
7148360237	M24-3
7148360238	A6-1
7148360239	M24-4
7148360240	B8-3
7148360241	K13-3
7148360242	DORM3-2
7148360243	N32-2
7148360244	DORM6-4
7148360245	N27-1
7148360246	P13-2
7148360247	J -2-1
7148360248	P14-2
7148360249	J4-4
7148360250	P14-1
7148360251	L17-2
7148360252	DORM3-3
7148360253	M21-3
7148360254	G -1 -2
7148360255	M24-1
7148360256	DORM8-4
7148360257	M26-2
7148360258	D17-1
7148360259	N30-3
7148360260	D17-4
7148360261	L16-1
7148360262	D22-1
7148360263	L20-1
7148360264	D22-2
7148360265	L20-3
7148360266	E24-3
7148360267	PM-2
7148360268	E23-3
7148360269	PM1
7148360270	C11-2
7148360271	L17-3
7148360272	F28-2
7148360273	N32-1
7148360274	F31-1
7148360275	J - 7 - 4

7148360276	F32-4
7148360277	N29-1
7148360278	F27-2
7148360279	M22-4
7148360280	D22-3
7148360281	K12-4
7148360282	A5-3
7148360283	L20-2
7148360284	A5-1
7148360285	L19-1
7148360286	B7-4
7148360287	K-13-2
7148360288	B7-3
7148360289	L15-1
7148360290	B9-4
7148360291	J7-1
7148360292	B10-3
7148360293	J8-4
7148360294	C13-2
7148360295	C16-3
7148360296	C16-5
7148360297	R SINGLE
7148360298	D20-1
7148360299	R204
7148360300	ROOM SM-2
7148360301	C12-1
7148360302	B-10-2
7148360303	Women Roof
7148360304	SL Dayroom
7148360305	PM -12- 2
7148360306	PF-6
7148360307	PM-19
7148360308	PM-20
7148360309	PM-24
7148360310	PM-25
7148360311	PF-4
7148360312	Spare

## 2. James A. Musick (80 Phones)

Station	Location	ICE Phone
9494620033	Bad Port	
9494620077	Bad Port	
9494620078	E - D IN # 1	ICE Phone
9494620079	E - D IN # 2	ICE Phone
9494620080	E - D IN # 3	ICE Phone

9494620081	E - D IN # 4	ICE Phone
9494620082	E - D IN # 5	ICE Phone
9494620076	E - E IN # 4	ICE Phone
9494620083	E - E IN # 5	ICE Phone
9494620073	E-E IN # 1	ICE Phone
9494620074	E-E IN # 2	ICE Phone
9494620075	E- E IN # 3	ICE Phone
9494620043	E1	
9494620068	E11	
9494620031	E12	
9494620018	E13	
9494620009	E14	
9494620066	E2	
9494620008	E3	
9494620030	E4	
9494620067	E5	
9494620055	E6	
9494620021	E7	
9494620032	E8	
9494620007	E9	
9494620056	E-E-6	
9494620015	N-1	ICE Phone
9494620063	N10	ICE Phone
9494620014	N11	ICE Phone
9494620022	N12	ICE Phone
9494620012	N13	ICE Phone
9494620040	N14	ICE Phone
9494620011	N15	ICE Phone
9494620035	N16	ICE Phone
9494620060	N17	ICE Phone
9494620034	N18	ICE Phone
9494620020	N19	ICE Phone
9494620024	N2	ICE Phone
9494620059	N20	ICE Phone
9494620037	N3	ICE Phone
9494620064	N4	ICE Phone
9494620061	N5	ICE Phone
9494620013	N6	ICE Phone
9494620023	N7	ICE Phone
9494620052	N-8	ICE Phone
9494620036	N9	ICE Phone
9494620006	REL TK	
9494620047	S Rel Outside	
9494620072	SA- 1	ICE Phone
9494620010	SA-2	ICE Phone
9494620039	SA-3	ICE Phone
9494620017	SB-1	ICE Phone
9494620058	SB-2	ICE Phone

9494620019	SB-3	ICE Phone
9494620038	SC-1	
9494620057	SC-2	
9494620016	SC-3	
9494620084	SPARE	
9494620085	SPARE	
9494620086	SPARE	
9494620087	SPARE	
9494620088	SPARE	
9494620089	Spare	
9494620090	Spare	
9494620091	Spare	
9494620092	Spare	
9494620093	Spare	
9494620094	Spare	
9494620095	Spare	
9494620096	Spare	
9494620062	Spare Port	
9494620071	W- 19	
9494620049	W1	
9494620045	W10	
9494620065	W11	
9494620003	W12	
9494620051	W13	
9494620069	W14	
9494620027	W15	
9494620041	W16	
9494620004	W17	
9494620046	W18	
9494620001	W2	
9494620028	W20	
9494620005	W21	
9494620053	W22	
9494620070	W23	
9494620029	W24	
9494620044	W25	
9494620025	W3	
9494620048	W4	
9494620042	W5	
9494620002	W6	
9494620050	W7	
9494620026	W8	
9494620054	W-9	

**3. Theo Lacy (292 Phones)**

7149350091	A IN 1	ICE Phone
7149350044	A IN 2	ICE Phone
7149350043	A IN 3	ICE Phone

7149350067	A IN 3	ICE Phone
7149350115	A IN 4	ICE Phone
7149350019	A OUT 1	ICE Phone
7149350092	B IN 1	ICE Phone
7149350069	B IN 2	ICE Phone
7149350093	B IN 4	ICE Phone
7149350116	B OUT 1	ICE Phone
7149350021	B OUT 2	ICE Phone
7149350045	B OUT 2	ICE Phone
7149350051	Bad Port	
7149350160	Bad Port	
7149350193	Bad Port	
7149350223	Bad Port	
7149350257	Bad Port	
7149350094	C IN 1	ICE Phone
7149350117	C IN 2	ICE Phone
7149350046	C IN 3	ICE Phone
7149350023	C IN 4	ICE Phone
7149350022	C OUT 1	ICE Phone
7149350070	C OUT 2	ICE Phone
7149350274	COURT XFER 5	
7149350199	COURT XFER 7	
7149350072	D IN 1	ICE Phone
7149350024	D IN 2	ICE Phone
7149350048	D IN 3	ICE Phone
7149350096	D IN 4	ICE Phone
7149350118	D OUT 1	ICE Phone
7149350095	D OUT 2	ICE Phone
7149350119	E-1	ICE Phone
7149350145	E-2	ICE Phone
7149350125	F EAST 1	
7149350149	F EAST 2	
7149350173	F EAST 3	
7149350217	F EAST 4	
7149350120	F EAST 5	
7149350200	F EAST 6	
7149350180	F EAST 7	
7149350127	F EAST 8	
7149350218	F WEST 1	
7149350128	F WEST 2	
7149350175	F WEST 3	
7149350151	F WEST 4	
7149350197	F WEST 5	
7149350150	F WEST 7	
7149350174	F WEST 8	
7149350169	G East	
7149350196	G EAST 1	
7149350148	G EAST 2	

7149350219	G EAST 3	
7149350147	G EAST 4	
7149350122	G EAST 5	
7149350146	G EAST 6	
7149350307	G West # 1	
7149350220	G WEST 2	
7149350170	G WEST 3	
7149350163	G WEST 4	
7149350171	G WEST 5	
7149350124	G WEST 6	
7149350172	G WEST 7	
7149350296	H EAST 1	
7149350249	H EAST 2	
7149350259	H EAST 3	
7149350273	H EAST 4	
7149350297	H EAST 5	
7149350260	H EAST 6	
7149350221	H EAST 7	
7149350258	H -W Dayroom -7	
7149350272	H WEST 1	
7149350248	H WEST 2	
7149350211	H WEST 3	
7149350187	H WEST 4	
7149350139	H WEST 5	
7149350222	H WEST 6	
7149350210	H WEST 7	
7149350108	I -6 - 2	
7149350261	I-1-1	ICE Phone
7149350153	I-1-2	ICE Phone
7149350130	I-1-3	ICE Phone
7149350262	I-2-2	ICE Phone
7149350201	I-2-3	ICE Phone
7149350037	I-2-3	ICE Phone
7149350133	I-2-3 Phone # 3	ICE Phone
7149350157	I-3-1	ICE Phone
7149350263	I-3-2	ICE Phone
7149350178	I-3-3	ICE Phone
7149350264	I-4-1	
7149350155	I-4-2	
7149350181	I-4-3	
7149350224	I-5-1	
7149350203	I-5-2	
7149350179	I-5-3	
7149350132	I-6-1	
7149350156	I-6-2	
7149350225	I-6-3	
7149350168	ISO HALL	ICE Phone
7149350184	J - 8 - 2	

7149350161	J-10-1	
7149350276	J-10-2	
7149350135	J-10-3	
7149350159	J-11-1	
7149350209	J-11-2	
7149350228	J-11-3	
7149350138	J-12-1	
7149350186	J-12-2	
7149350229	J-12-3	
7149350275	J-7-1	
7149350136	J-7-2	
7149350207	J-7-3	
7149350304	J-8-1	
7149350226	J-8-3	
7149350227	J-9-1	
7149350137	J-9-2	
7149350208	J-9-3	
7149350126	K-13-3	
7149350230	K-13-1	
7149350246	K-13-2	
7149350270	K-13-3	
7149350294	K-13-4	
7149350292	K-14-1	
7149350231	K-14-2	
7149350245	K-14-3	
7149350256	K-14-4	
7149350290	K-15-1	
7149350232	K-15-2	
7149350142	K-15-3	
7149350164	K-15-4	
7149350295	K-16-1	
7149350306	K-16-2	
7149350167	K-16-3	
7149350143	K-16-4	
7149350233	K-17-1	
7149350247	K-17-2	
7149350188	K-17-3	
7149350267	K-17-4	
7149350234	K-18-1	
7149350289	K-18-2	
7149350141	K-18-3	
7149350212	K-18-4	
7149350191	L-19-1	
7149350265	L-19-2	
7149350235	L-19-3	
7149350214	L-19-4	
7149350236	L-20-1	
7149350165	L-20-3	

7149350129	L-20-4	
7149350189	L-21-1	
7149350237	L-21-2	
7149350244	L-21-3	
7149350213	L-21-4	
7149350238	L-22-1	
7149350144	L-22-2	
7149350291	L-22-3	
7149350215	L-22-4	
7149350251	L-23-1	
7149350266	L-23-2	
7149350239	L-23-3	
7149350253	L-23-4	
7149350240	L-24-1	
7149350243	L-24-2	
7149350166	L-24-3	
7149350252	L-24-4	
7149350001	M-25-1	
7149350025	M-25-2	
7149350049	M-25-3	
7149350277	M-25-4	
7149350278	M-26-1	
7149350026	M-26-2	
7149350050	M-26-3	
7149350074	M-26-4	
7149350003	M-27-1	
7149350027	M-27-2	
7149350305	M-27-3	
7149350279	M-27-4	
7149350280	M-28-1	
7149350028	M-28-2	
7149350052	M-28-3	
7149350076	M-28-4	
7149350005	M-29-1	
7149350281	M-29-2	
7149350053	M-29-3	
7149350077	M-29-4	
7149350006	M-30-1	
7149350030	M-30-2	
7149350282	M-30-3	
7149350078	M-30-4	
7149350283	N-31-1	
7149350007	N-31-2	
7149350055	N-31-3	
7149350079	N-31-4	
7149350008	N-32-1	
7149350032	N-32-2	
7149350056	N-32-3	

7149350284	N-32-4	
7149350009	N-33-1	
7149350033	N-33-2	
7149350285	N-33-3	
7149350081	N-33-4	
7149350286	N-34-1	
7149350034	N-34-2	
7149350058	N-34-3	
7149350082	N-34-4	
7149350011	N-35-1	
7149350035	N-35-2	
7149350287	N-35-3	
7149350083	N-35-4	
7149350012	N-36-1	
7149350036	N-36-2	
7149350288	N-36-3	
7149350084	N-36-4	
7149350299	O-37-1 DN	ICE Phone
7149350300	O-37-1 UP	ICE Phone
7149350085	O-37-2 UP	ICE Phone
7149350014	O-38-1	ICE Phone
7149350301	O-38-2	ICE Phone
7149350062	O-38-3	ICE Phone
7149350086	O-38-4	ICE Phone
7149350015	O-39-1	ICE Phone
7149350302	O-39-2	ICE Phone
7149350063	O-39-3	ICE Phone
7149350087	O-39-4	ICE Phone
7149350016	O-40-1	ICE Phone
7149350040	O-40-2	ICE Phone
7149350303	O-40-3	ICE Phone
7149350088	O-40-4	ICE Phone
7149350017	O-41-1	ICE Phone
7149350242	O-41-2	ICE Phone
7149350065	O-41-3	ICE Phone
7149350089	O-41-4	ICE Phone
7149350066	O-42-2	ICE Phone
7149350042	O-42-3	ICE Phone
7149350090	O-42-4	ICE Phone
7149350293	P-47-1	
7149350097	P-43-1	
7149350020	P-43-2	
7149350154	P-43-3	
7149350061	P-43-4	
7149350098	P-44-1	
7149350068	P-44-2	
7149350202	P-44-3	
7149350162	P-44-4	

7149350099	P-45-1	
7149350047	P-45-2	
7149350131	P-45-3	
7149350206	P-45-4	
7149350100	P-46-1	
7149350071	P-46-2	
7149350158	P-46-3	
7149350241	P-46-4	
7149350101	P-47-1	
7149350204	P-47-2	
7149350185	P-47-3	
7149350269	P-47-4	
7149350102	P-48-1	
7149350121	P-48-2	
7149350073	P-48-3	
7149350183	P-48-4	
7149350103	Q-49-1	
7149350198	Q-49-2	
7149350002	Q-49-3	
7149350271	Q-49-4	
7149350104	Q-50-1	
7149350176	Q-50-2	
7149350075	Q-50-3	
7149350038	Q-50-4	
7149350105	Q-51-1	
7149350152	Q-51-2	
7149350004	Q-51-3	
7149350190	Q-51-4	
7149350106	Q-52-1	
7149350185	Q-52-2	
7149350029	Q-52-3	
7149350192	Q-52-4	
7149350107	Q-53-1	
7149350194	Q-53-2	
7149350054	Q-53-3	
7149350039	Q-53-4	
7149350123	Q-54-2	
7149350031	Q-54-3	
7149350216	Q-54-4	
7149350109	R-55-1	
7149350250	R-55-2	
7149350080	R-55-3	
7149350064	R-55-4	
7149350110	R-56-1	
7149350140	R-56-2	
7149350057	R-56-3	
7149350255	R-56-4	
7149350111	R-57-1	

7149350298	R-57-2	
7149350010	R-57-3	
7149350041	R-57-4	
7149350112	R-58-1	
7149350205	R-58-2	
7149350059	R-58-3	
7149350018	R-58-4	
7149350113	R-59-1	
7149350134	R-59-2	
7149350060	R-59-3	
7149350254	R-59-4	
7149350114	R-60-1	
7149350182	R-60-2	
7149350013	R-60-3	
7149350268	R-60-4	
7149350177	Rec- 9	
7149350308	SPARE	
7149350309	SPARE	
7149350310	SPARE	
7149350311	SPARE	
7149350312	SPARE	

**4. Youth Guidance Center (18 Phones)**

7149730001	300 - 2
7149730002	600 - 1
7149730003	400 - 1
7149730004	Gym - 2
7149730005	400 - 2
7149730006	300 - 1
7149730007	200 - 1
7149730008	200 - 2
7149730009	500 - 2
7149730010	600 - 3
7149730011	Gym - 3
7149730012	400 - 3
7149730013	600 - 2
7149730014	200 - 3
7149730015	500 - 1
7149730016	500 - 3
7149730017	Gym - 1
7149730018	300 - 3
7149730019	Spare
7149730020	Spare
7149730021	Spare
7149730022	Spare
7149730023	Spare
7149730024	Spare

**5. Juvenile Hall Annex (67 Phones)**

7149370001	T-1
7149370002	T-3
7149370003	Z-3
7149370004	Q S DAYRM-2
7149370005	B-1
7149370006	Q S DAYRM-3
7149370007	O-1
7149370008	M-1
7149370009	O-3
7149370010	M-3
7149370011	B-2
7149370012	YLA2 E DAYRM-1
7149370013	Q N DAYRM-2
7149370014	A-3
7149370015	A-4
7149370016	A-1
7149370017	R-1
7149370018	S-3
7149370019	G-1
7149370020	G-3
7149370021	J-4
7149370022	H-4
7149370023	J-3
7149370024	K-4
7149370025	T-2
7149370026	T-4
7149370027	Q S DAYRM-1
7149370028	C-3
7149370029	YLA2W DAYRM-1
7149370030	Q N DAYRM-1
7149370031	M-2
7149370032	O-2
7149370033	O-4
7149370034	B-3
7149370035	C-2
7149370036	YLA1 E DAYRM-1
7149370037	C-1
7149370038	A-2
7149370039	I-1
7149370040	I-2
7149370041	R-2
7149370042	S-1
7149370043	S-2
7149370044	G-2
7149370045	G-4
7149370046	H-3
7149370047	K-3

7149370048	H-1
7149370049	J-2
7149370050	Bad Port
7149370051	K-1
7149370052	I-3
7149370053	YLA1 W DAYRM-1
7149370054	Z-4
7149370055	Y-4
7149370056	Y-3
7149370057	YLA1 E DAYRM-2
7149370058	YLA2 E DAYRM-3
7149370059	YLA2 W DAYRM-2
7149370060	YLA1 W DAYRM-3
7149370061	J-1
7149370062	SPARE PORT
7149370063	SPARE PORT
7149370064	SPARE PORT
7149370065	SPARE PORT
7149370066	SPARE PORT
7149370067	SPARE PORT
7149370068	SPARE PORT
7149370069	SPARE PORT
7149370070	SPARE PORT
7149370071	SPARE PORT
7149370072	SPARE PORT
7149370073	K-2
7149370074	H- 2
7149370075	Q N DAYRM-3
7149370076	R-3
7149370077	Y-2
7149370078	Z-1
7149370079	Y-1
7149370080	Z-2
7149370081	YLA2 E DAYRM-2
7149370082	YLA1 E DAYRM-3
7149370083	YLA1 W DAYRM-2
7149370084	YLA2 W DAYRM-3
7149370085	SPARE PORT
7149370086	SPARE PORT
7149370087	SPARE PORT
7149370088	SPARE PORT
7149370089	SPARE PORT
7149370090	SPARE PORT
7149370091	SPARE PORT
7149370092	SPARE PORT
7149370093	SPARE PORT
7149370094	SPARE PORT
7149370095	SPARE PORT

7148370096	SPARE PORT
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**6. Joplin Youth Center (9)**

9496350001	1 Dorm
9496350002	6 Dorm
9496350003	9 Dorm
9496350004	2 Dorm
9496350005	7 Dorm
9496350006	4 Dorm
9496350007	5 Fitness Center
9496350008	8 Fitness Center
9496350009	3 Rec Center

**7. Western Medical Center (1)**

Station	Location
7148178487	Med-1

**ATTACHMENT H  
TOOL CONTROL POLICY**

**Orange County Sheriff's Department**

**Tool Control Guidelines for Contractors Working in Correctional Facilities**

The Orange County Sheriff's Department has implemented a Tool Control Program at the James A. Musick Facility, Intake Release Center, and Theo Lacy Facility. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

**Instructions for persons entering the facility:**

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

**Instructions for vehicles entering the facility:**

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

**Contact Information if you have questions about this policy or need more information:**

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

### JOB TOOL INVENTORY LIST

Date: \_\_\_\_\_ Name: \_\_\_\_\_ WO# \_\_\_\_\_

\*Security staff must initial and write down their badge number for both the in and out inventory.

<u>Tool / Id #</u>	<u>In</u>	<u>Out</u>
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>

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**EXHIBIT I**

**County of Orange Child Support Enforcement  
Contract Certification**

**INSTRUCTIONS:**  
UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, COMPLETE PART I AND PART II.  
RETURN COMPLETED FORM TO: OCSD Purchasing, 320 N. Flower Street, Santa Ana, CA92703.

**PART I**

**A. In case of an individual contractor, provide:**  
His/her name, date of birth, Social Security number, and residence address:

**B. In the case of contractor doing business in a form other than as an individual, provide:**  
The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

**C. \*If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR** If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. **Name:** \_\_\_\_\_  
**D.O.B.** \_\_\_\_\_  
**SSN No:** \_\_\_\_\_  
**Residence Address:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**D.O.B.** \_\_\_\_\_  
**SSN No:** \_\_\_\_\_  
**Residence Address:** \_\_\_\_\_

**PART II**

**CERTIFICATION (PART I MUST ALSO BE COMPLETED)**

I certify that \_\_\_\_\_ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: \_\_\_\_\_ with the County of Orange.  
I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

**AUTHORIZED SIGNATURE** \_\_\_\_\_  
**PRINTED NAME** \_\_\_\_\_  
**TITLE** \_\_\_\_\_

**EXHIBIT II  
SECURITY CLEARANCE**

# **Exhibit B**

AMENDMENT NUMBER ONE  
TO  
CONTRACT MA-060-15010542  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
GLOBAL TEL\*LINK CORPORATION

This AMENDMENT NUMBER ONE to Contract Number MA-060-15010542, (hereinafter "AMENDMENT ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Global Tel \* Link Corporation, (hereinafter "CONTRACTOR") with a business address of 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 is made upon execution of all necessary signatures.

**RECITALS**

WHEREAS, COUNTY and CONTRACTOR executed a CONTRACT for Inmate Telephone Services on November 25, 2014, Contract Number MA-060-15010542 (hereinafter "ORIGINAL CONTRACT") for a three (3) year term of November 25, 2014 through and including November 24, 2017;

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates, charges, fees, and other requirements; and

WHEREAS, COUNTY and CONTRACTOR desire to retroactively modify the ORIGINAL CONTRACT in order to implement the FCC mandated rates, charges, fees and other requirements, as further provided below effective June 20, 2016; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-18010006 for a for one year term of November 25, 2017 through and including November 24, 2018 and the CONTRACTOR has agreed to provide the services as set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

I. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

1. Term of Contract:

- This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/25/14 through and including 11/24/18, unless otherwise

1 of 7

File Folder 616284  
Global Tel\*Link Corp.

MA-060-15010542

terminated by County. The period of 11/25/14 through and including 11/24/17 shall be known as Contract number MA-060-15010542. The period of 11/25/17 through and including 11/24/18 shall be known as Contract number MA-060-18010006. This Contract may be renewed for six (6) additional one year terms upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

b. Additional Terms and Conditions, paragraph #27, Revenue Sharing and Commission Payments shall read in its entirety as follows:

**27. Revenue Sharing and Commission Payments:** Effective from June 20, 2016, Contractor shall pay the County the greater of either: (1) a Minimum Annual Guarantee (MAG) of Three Million One Hundred Sixty Eight Thousand Dollars (\$3,168,000), which equates to \$264,000/month, the Minimum Monthly Guarantee (MMG) or (2) Eighteen cents (\$0.18) per minute per inmate telephone call, calculated based upon monthly call volume, other than interstate calls. No commission is paid on revenue from interstate calls. Payments shall be made to the County in equal monthly installments. Payments shall be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). At the end of each calendar month the MMG shall be reconciled with the money that would be owed under (2.) above for that month, and the excess due under (2) above, if any, shall be paid no later than the tenth (10<sup>th</sup>) business day of the immediately following month. If the amount payable under (2.) above does not exceed the MMG payment made, Contractor shall so certify within ten (10) calendar days and no additional revenue shall be due for that month, but no refund will be made. The foregoing commission shall replace any and all commissions, revenue sharing, or other monies payable under the Contract by Contractor to the County, or to any fund or third party designated by the County. Effective November 25, 2017, Contractor will pay the County a monthly administration cost reimbursement fee in the sum of Twenty Two Thousand Dollars (\$22,000) ("Administration Fee"). The Administration Fee will be disbursed concurrently with the monthly commission payable to the County.

c. Attachment A, Scope of Work, Section C., Call Detail and Management Reporting #17 Call Charges and Fees is deleted and replaced in its entirety as follows:

#### 17. Call Charges and Fees

On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Contract shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

##### A. Inmate Telephone Services.

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.23 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Contractor’s website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

“DEBIT Rates for all International countries are listed on International Rates Chart – Country Specific”

Transaction Fees. Contractor may charge certain Transaction Fees in accordance with the following schedule. These Transaction Fees are cost recovery in nature and are not considered revenue by Contractor therefore no commission is paid on these fees.

Account Transaction Fees	Amount
Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

As soon as reasonably practicable following the effective date of Amendment One, Contractor will add AdvancePay One Call or APOC, which is a prepaid calling option without a minimum balance requirement, which allows a consumer (not an inmate) to establish an account that will pay for calls from an inmate. Consumers using an Automated Payment method to make an APOC may be charged up to three dollars (\$3.00) per use.

**Single-Call and Related Billing Arrangements.** Contractor may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

**B. Penalties**

Severity Level	Severity Examples Level (Inmate Use)	Severity Examples Level (Monitoring)	Response Time	Expected Resolution Time	Fine Per partial/full day
Critical	Server or Carrier unavailable or major service interruptions involving 30% or more of the system	Server Unavailable or major service interruptions  Recording or monitoring have stopped	1 Hour	8 Hours	>8 but <48 hours- \$1,000.00  >48 but <72 hours- \$1,500.00  >72 hours- \$2,500.00  Second Occurrence or more in same contract year \$5,000
Severe	Service interruptions affecting 25% - 30% of the inmates/wards housed in a single unit	Sound quality is distorted or workstation non functional	4 Hours	24 Hours	>24 but <48 hours- \$500.00  >48 but <72 hours- \$1,000.00  >72 hours- \$1,500.00
Minor	Single phone out of service but other phones remain available and functional	System responses have slowed or keyboard is malfunctioning	8 Hours	40 Hours	>40 but <72 hours- \$100.00  >72 hours- \$300.00

4 of 7

File Folder 616284  
Global Tel\*Link Corp.

MA-060-15010542

Cosmetic	Damage to phone but phone is still functional	Keyboard is sticking	24 Hours	80 Hours	>80 hours-\$100.00
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- c. ATTACHMENT C, Revenue Sharing and Payment of the ORIGINAL CONTRACT is deleted and replaced in its entirety with Attachment C, Payments, as follows:

This is a Revenue Sharing Contract between the County and the Contractor for services provided in Attachment A, Scope of Work. Contractor shall pay revenue to the County in accordance with the provisions of Paragraph 27 "Revenue Sharing and Commission Payments" in the Contract, as follows:

Contractor shall pay the County \$264,000 per month in revenue, in advanced, by the first of each month.

Contractor shall pay any additional revenue as defined by Paragraph 27 of the Contract no later than the 10<sup>th</sup> business day of the month immediately following the month in which the revenue was earned. If Contractor determines no additional revenue is owed for any given month, Contractor shall certify this to the County by the 10th calendar day of the month immediately following the month to which the certification relates, and no additional revenue will be due for the preceding month.

Contractor shall pay County \$22,000/month as an administration fee, due and payable, in advanced, on the first of each month concurrently with the monthly revenue.

Revenue payments and/or the certification shall be sent by Contractor to the County at the following address:

Sheriff-Coroner Department  
 Financial Services  
 320 N. Flower Street  
 Santa Ana, CA 92703  
 Attn: Accounts Receivable

- 2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15010542) is attached hereto as Exhibit A and incorporated by this reference.
- 3. All other provisions of the ORIGINAL CONTRACT except as amended herein remain in full force and effect.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR\*: GLOBAL TEL\*LINK CORPORATION

[Signature]  
Signature

Jeffrey B. Haidinger  
Print Name

President and Chief of Business Solutions  
Title

9/5/17  
[Signature]  
Date  
Signature

Charles Stephen Yow  
Print Name

CFO and Treasurer  
Title

9/5/17  
Date

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

\*\*\*\*\*

COUNTY OF ORANGE,  
a political subdivision of the State of California

By [Signature] Title PURCHASING MANAGER  
Print Name DWIGHT DAPINS Date 10/17/2017

Approved by Board of Supervisors on: 10/17/2017

Approved as to form  
County Counsel

[Signature]  
Deputy

**EXHIBIT A**

ORIGINAL CONTRACT (Contract Number MA-060-15010542)

7 of 7

File Folder 616284  
Global Tel\*Link Corp.

MA-060-15010542

# Exhibit C

## OFFICE OF THE INSPECTOR GENERAL:

WE ARE SUBMITTING THIS CLASS PETITION TO THE DEPARTMENT OF HOMELAND SECURITY OFFICE OF THE INSPECTOR GENERAL . WE ARE REQUESTING THAT PROPER ACTION BE TAKEN AS WE (DETAINEE'S IN THEO LACY "MOD I") ARE BEING DISCRIMINATED AGAINST AND OUR RIGHTS ARE BEING VIOLATED.

## ISSUES

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- 1) **PROGRAM:** WERE ONLY ALLOWED THE OPPORTUNITY TO COME OUT OF OUR CELLS FOR APPROXIMATELY 3 HOURS A DAY. (2 OF THOSE HRS ARE FOR DAYROOM & 1 HOUR FOR YARD). WE ARE CONFINED TO OUR CELLS FOR THE REMAINDER OF THE DAY. WE ARE NOT "PRISONERS" OR "INMATES", WE ARE DETAINEE'S. THERE IS NO FORESEEABLE REASON WHY WE SHOULD NOT BE AFFORDED THE OPPORTUNITY TO HAVE MORE OUT CELL TIME, AS 'ALL' OTHER DETAINEES IN ALL OTHER ICE FACILITIES ARE AFFORDED.
  
- 2) **PHONE ACCESS:** THERES A MEMORANDUM POSTED ON THE WALL BY ICE CASE WORKERS, SAYING THAT DETAINEES WILL HAVE ACCESS TO THE TELEPHONES 24 HOURS A DAY EXCEPT DURING COUNT OR FACILIITY PROGRAM. **THIS IS NOT THE CASE**. OFTEN TIMES NOT EVEN DURING BUSINESS HOURS. WE ARE ONLY ALLOWED ACCESS DURING OUR DAYROOM FOR 2 HOURS A DAY, WHICH ROTATES. WHEN WE ASK FOR PERMISSION TO ACCESS THE PHONES, (EVEN TO MAKE ATTORNEY PHONE CALLS WE ARE TOLD TO WAIT UNTIL IT'S OUR DAYROOM). ALOT OF US ARE PRO PER, FIGHTING ASYLUM CASES AND NEED TO REACH WITNESSES IN DIFFERENT COUNTRIES AND DIFFERENT TIME ZONES, WHICH IS WHY 24 ACCESS IS CRITICAL FOR OUR CASES. == **SOLUTION**== ALLOW US TO HAVE ACCESS TO THE PHONES UPON REQUEST AS STATED ON THE MEMO BY ICE AND/ OR THERES SEVERAL HOURS DAILY IN WHICH **NO PROGRAM** IS RAN, THAT TIME CAN BE UTILIZED, OR 8 CELLS CAN HAVE DAYROOM SIMULTANEOUSLY FOR LONGER PERIODS OF TIME; INSTEAD, OF THIS MODIFIED RESTRICTED 4 CELLS AT A TIME.
  
- 3)
  1. **LAW LIBRARY ACCESS:** IS NOT PROVIDED ADEQUATELY, ALL OF US ARE PRO-PER, AND NEED TIME TO PREPARE FOR COURT PROCEEDINGS. IT IS A DIRECT VIOLATION OF OUR "DUE-PROCESS" NOT TO HAVE AT LEAST 5 HOURS OF ACCESS A WEEK TO THE LAW LIBRARY AND MATERIALS. ADDITIONALLY THE LAW LIBRARY, WE DO HAVE ACCESS TO IS NOT UP TO DATE.
  2. **RECREATIONAL LIBRARY ACCESS:** SOME SORT OF WEEKLY SYSTEM SHOULD BE CREATED, SO THAT WE CHECK OUT OR EXCHANGE RECREATIONAL BOOKS. (LIKE A SIGN UP SHEET FOR THE DETAINEES WHO ARE INTERESTED).

4)

1. **CLEANING SUPPLIES:** WE DO NOT GET ANY CLEANING SUPPLIES TO CLEAN OUR CELLS. I SHARE MY CELL WITH MY CELL-MATE, THE TOILET AND SINKS ARE CONNECTED. DETAINEES USE THESE SINKS/TOILETS TO WASH OUR HANDS, BRUSH OUR TEETH, LAUNDRY; IF WE CHOOSE TO, BIRD BATH, SHAVE, URINATE, DEFECATE, AND COOK IN. == **SOLUTION**== PROVIDE US WITH ACCESS TO DISINFECT AND CLEAN OUR CELLS AND LIVING QUARTERS, FOR HYGENIC AND SANITATION PURPOSES.
  2. **NO GLOVES:** ARE PROVIDED SO THAT WE CAN CLEAN THE SHOWERS, CAN YOU JUST IMAGINE HOW UNSANITARY THAT IS? THERES SO MANY GERMS, BACTERIA, DISEASES, AND INFECTIONS THAT CAN BE SPREAD THROUGH THAT. == **SOLUTION**== EITHER GIVE US GLOVES OR ALLOW US TO CHECK OUT SOME GLOVES WITH OUR ID'S AND HAVE THEM RETURNED UPON COMPLETION OF THAT TASK.
- 5) **HOT WATER ACCESS:** HOT WATER ACCESS IS ONLY AVAILABLE WHEN EXITING, OR RETURNING FROM YARD. AS IT IS WE DON'T GET ANY HOT MEALS ( FOOD IS ALWAYS COLD) ==**SOLUTION**== ALLOW US TO GET HOT WATER DURING OUR DAYROOM HOURS, **OR** A PORTER BE ASSIGNED TO GET HOT WATER A COUPLE TIMES A DAY FOR THE DETAINEES IN THEIR CELLS, SO THAT WE CAN AT LEAST COOK OUR SOUPS, RICE/BEANS OR DRINK HOT COFFEE.=== **WE ARE NOT PRISONERS OR INMATES AND YET EVEN THEY HAVE ACCESS TO HOT WATER**===
- 6) **DENTAL HYGIENE:** WE HAVE NO WAY TO FLOSS OUR TEETH AND MAINTAIN GOOD ORAL HEALTH CARE. ==**SOLUTION**== SELL US OR PROVIDE US WITH A MEANS TO FLOSS OUR TEETH WITH DENTAL FLOSS OR FLOSS PICKS. SOME US ARE HERE UNFORTUNATELY HERE FOR EXTENDED PERIODS OF TIME, AND IT SHOULD BE OUR RIGHT TO MAINTAIN AND TAKE GOOD CARE OF TEETH AS RECOMMENDED BY DENTIST EVERYWHERE.
- 7) **REQUEST FORMS/ DETAINEE MESSAGE SLIPS:** RARELY IF EVER GET ANSWERED, EVEN MULTIPLE SLIPS ON THE SAME SERIOUS ISSUES GET IGNORED AT TIMES. ==**SOLUTION**== PROVIDE NEW MESSAGE SLIPS THAT HAVE CARBON COPIES, ON WHICH THE SHERIFF'S MUST SIGN UPON PICKING UP, AND RETURN A CARBON COPY BACK TO THE DETAINEE. CREATE A REASONABLE TIMELINE ON WHICH A RESPONSE IS DUE, SO THAT THE DETAINEE CAN REDIRECT AN ISSUE TO A SUPERVISOR OR HIGHER LEVEL OF REVIEW FOR A RESPONSE. ==**FOR ACCOUNTABILITY AND VERFICATION PURPOSES.**
- 8) **LA OPINION NEWS PAPER:** IS A NEWS PAPER THAT USED BE DELIVERED DAILY, (ALONG WITH THE REGISTERED/ ORANGE COUNTY NEWS PAPER) PROVIDING CURRENT INFORMATION OF IMMIGRATION RELATED ISSUES, RECENTLY THAT HAS DISAPPEARED. CAN WE PLEASE CONTINUE TO HAVE THAT NEWSPAPER DELIVERED TO THE MODULES AS BEFORE?

9. **RETALIATORY ACTIONS:** THAT NO RETALITION IS TAKEN OUT ON THE WRITER OF THIS PETITION/GRIEVANCE ( OR DETAINEE FOR SIGNING OR EXERCISING OUR RIGHTS AND ATTESTING TO THE AFOREMETIONED COMPLAINTS MENTIONED ABOVE). THE THEO LACY SHERIFF'S DEPT. ARE NOTORIOUS FOR TAKING ADVERSE REPERCUSIONS ON ICE DETAINEES BY HARASSING & TAKING PEOPLES PERSONAL PROPERTY OR DESTROYING PICTURES, OR BY ABUSING THEIR ATHORITY WHEN SEARCHING THE CELLS AS INTIMIDATION TACTICS, IF AND WHEN AN ICE DETAINEE HAS GRIPED OR OPENLY EXPOSED THE DEPARTMENT FOR THEIR MALICIOUS/ABUSIVE MISCONDUCT TOWARDS ICE DETAINEES.

FOR THE FORGOING REASONS ABOVE WE THE DETAINEES OF THEO LACY "I MOD" ARE RESPECTFULLY ASKING THAT PROPER ACTIONS BE TAKEN TO SAFEGUARD OUR RIGHTS AND A THOROUGH INVESTIGATION IS OPENED UP INTO OUR CLAIMS, AS WE ARE BEING SUBJECT TO INHUMAN CONDITIONS OF CONFINEMENT AND OUR CONSTITUTIONAL RIGHTS ARE BEING VIOLATED.

**THESE ALLEGATIONS ARE BEING BROUGHT FORWARD BY ALL THE PARTIES WHO HAVE SIGNED THE ATTACHED ROSTER.**

SINCERELY, BY THE PEOPLE  
FIGHTING FOR OUR RIGHTS  
AND FREEDOM

DATED: *March 2018*

**CC: DHS OFFICE OF INSPECTOR GENERAL**

**IMMIGRATION RIGHTS CLINIC, MILLS LEGAL CLINIC/STANFORD LAW SCHOOL**

# Exhibit D

**TO: UNITED STATES DEPARTMENT OF JUSTICE INSPECTOR GENERAL.**

**FROM: IMMIGRATION DETAINEES AT THEO LACY FACILITY IN I-MODULES.**

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**CONDITIONS OF SEGREGATION-MODULES I-1,I-2,I-3,I-4,I-5,I-6.**

1. **CONFINED FOR 21 HRS. A DAY WITH TWO HOURS OF DAYROOM AND ONE HOUR OF RECREATIONAL YARD. (CONFINED THAT IS, IN A 6'X10' CELL).**
2. **PHONE ACCESS IS LIMITED TO DAYROOM TIME WITH NO FREE PHONE CALLS ALLOWED REGARDLESS OF INDIGENT STATUS.**
3. **LAW LIBRARY ACCESS AVERAGE IS TWO HOURS EVERY TWO WEEKS. DATA BASE IS NOT UP TO DATE.**
4. **HOT WATER PROVISION IS LIMITED TO THE TIME TO RECREATIONAL YARD. WATER INSIDE THE CELL IS LUKEWARM.**
5. **PROVISION OF RECREATIONAL BOOKS IS RANDOM; SOMETIMES WEEKS PASS BEFORE THE PROGRAMS COORDINATOR REACHES THIS SECTION OF THE FACILITY. REQUESTS FOR BOOKS OR BASKETBALL FOR USE IN THE INDOOR RECREATIONAL YARD ARE HARDLY EVER ACKNOWLEDGED.**
6. **SOMETIMES OUR OUTGOING LEGAL MAIL DOESN'T REACH ITS DESTINATION; WE CAN ONLY SPECULATE THAT SUCH IS BEEN TAMPERED WITH.**
7. **NO CLEANING SUPPLIES ARE PROVIDED TO CLEAN OUR CELLS; THEY ARE LIMITED EXCLUSIVELY FOR THE DAYROOM.**
8. **PROVISION OF WRITING PAPER, PENCILS AND ENVELOPES IS RANDOM.**
9. **DAYROOM IS OFTEN CUT SHORT FOR NO APPARENT REASON; RECREATIONAL TIME IS ALSO OFTEN NOT PROVIDED WITHOUT ANY GIVEN EXPLANATION WHY.**
10. **IF SOMEONE FAILS TO COMPLY WITH A SIMPLE PROCEDURE LIKE GETTING IN LINE ON TIME FOR PROVISION OF MEDICAMENTS, THE TELEVISION IS AUTOMATICALLY TURN OFF FOR THE REMAINIG OF THE DAY.**
11. **RANDOM SEARCHES TO OUR CELLS TAKE PLACE WITHOUT OUR PRESENCE OR I.C.E. REPRESENTATIVE OR OFFICER PRESENCE FROM THIS FACILITY; SOMETIMES ARTICLES THAT HAVE BEEN PURCHASED FROM THE COMMISARY OR BOOKS THAT HAVE BEEN**

PURCHASED THROUGH AMAZON.COM ARE THROWN AWAY WITH THE EXCUSE THAT IS "CONTRABAND".

12. REQUEST SLIPS OF ANY SORT AND GRIVANCES ARE IGNORED MORE THAN OFTEN WITHOUT ANY APPARENT REASON.
13. IF A COMPLAINT IS SUBMITTED REGARDING AN EXCESS OF AUTHORITY, INTIMIDATION, OR HARASSMENT BY A DEPUTY, REPRESSION IS OFTEN EFFECTED WITH SEARCHES AND WRITE UPS OF ANY SORT.
14. MOST OF US WERE BROUGHT TO THIS SEGREGATION UNIT FOR NO SPECIFIC REASON; THIS SECTION TO OUR UNDERSTANDING, USED TO BE DISCIPLINARY NOT A PERMANENT HOUSING UNIT.
15. SOMETIMES OUR VISITATIONS ALSO ARE CUT SHORT. PRIVACY TO VISITATION WETHER IS LEGAL OR PUBLIC IS NEVER ENFORCED; PHONE CALLS ARE ALWAYS MONITORED REGARDLESS IF THEY ARE LEGAL OR PUBLIC.
16. THE NEWSPAPERS IN ENGLISH OR SPANISH ARE SOMETIMES NOT PROVIDED; AT ONE POINT IN TIME, WE DIDN'T GET THE NEWSPAPERS FOR ABOUT FIVE WEEKS!
17. SENSORY DEPRAVATION, SEGREGATION, AND SELECTIVE OR GROUP REPRESSION ARE WELL KNOWN TACTICS OF SISTEMATIC PSYCHOLOGICAL TORTURE THAT PERSONNEL AT THIS FACILITY EMPLOY; WE DEMAND TO BE TREATED AS HUMAN BEINGS AND FOR OUR DUE PROCESS NOT TO BE VIOLATED.

FOR ALL THE AFOREMENTIONED REASONS ABOVE AND OTHERS NOT SPECIFIED, WE RESPECTFULLY REQUEST TO THE U.S. DEPARTMENT OF JUSTICE, FOR US TO BE RELOCATED TO A PROPER INSTALLATION WHERE CONDITIONS OF DETENTION ARE UP TO HUMAN AND FEDERAL STANDARDS; OUR PHISYCAL AND MENTAL HEALTH IS GRADUALLY DETERIORATING WITH TIME. WE ARE WELL AWARE OF THE CONDITIONS AT OTHER FEDERAL FACILITIES AND WE EXPECT TO BE PROVIDED WITH NO LUXURIES BUT WITH THE MINIMUM NECESSARY TO COMPLY WITH FEDERAL PROTOCOL OF DETENTION; WE ASSUME FULL RESPONSIBILITY FOR OUR PAST OFFENCES, BUT AT THE SAME TIME WE EXPECT TO BE TREATED WITH A LITTLE DIGNITY. FOR MORE INFORMATION, PLEASE FEEL FREE TO INQUIRE WITH ANY OF US. THANK YOU FOR THE TIME AND CONSIDERATION TAKEN.

SINCERELY,

IMMIGRATION DETAINEES AT SEGREGATION MODULES I-1,I-2,I-3,I-4,I-5,I-6.

DATED: OCTOBER 4, 2018.

# **Exhibit E**

February 5, 2018

## 1600.3(a) - Visiting and Communications

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1. It is a misdemeanor violation of California Penal Code Section 4570 for any unauthorized person to bring into or take from any jail any letter to or from any inmate.
2. Visitors who have been released from jail or prison within the preceding sixty (60) days are ineligible to visit; however, visits between blood relatives (i.e., mother, father, sister, or brother, or a spouse) may be permitted.
  - Penal Code Section 4571 prohibits persons convicted of a felony, and who have served time in any California State Prison, from entering upon the jail premises without permission of the Watch Commander.
3. Visitors must be at least eighteen (18) years of age or accompanied by an approved adult visitor such as a parent, legal guardian, or have written, notarized permission to visit from the child's parent or legal guardian. Visitors will be required to produce satisfactory identification.
4. The following will be the only acceptable forms of identification for visiting purposes:
  - Valid U.S. Government issue picture ID card (including Drivers license and Identification cards)
  - Passport
  - Military Identification
  - US Issued Naturalized Citizen Card
  - Matricula Consular Card issued after April 22, 2002
5. Upon prior request and approval of the Watch Commander, unaccompanied minor children may visit any relative in custody.
6. Visits will be a minimum of one-half hour. A minimum of two visits totaling at least one hour per inmate per week should be made available. Specific visiting times are posted at each facility.
  - Official visits are permitted any time of the day, without time restriction.

- Weekenders do not receive public visits.
  - Inmates are permitted only one public visit per day.
7. Inmates are not permitted to take property of any kind with them to a visiting session without prior approval from jail staff.
  8. If contact visits are permitted, they will comply with the facility policy.

## 1600.3(b) - Mail

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1. There is no limit on the amount of mail an inmate may send or receive. There is a maximum of 10 items of correspondence allowed per envelope. These items of correspondence include but are not limited to: hand or type written items, photocopied or printed material, photographs, newspaper or magazine cut outs, or greeting cards. All outgoing mail must be delivered unsealed to a Deputy or mail drop box.
2. Legal Mail - There is no limit on the amount of legal mail an inmate may send or receive. Inmates may correspond confidentially with state and federal courts, any member of the State Bar or holder of public office, the State Board of Corrections, or the Division Commander. Legal mail may be sealed by the inmate in the presence of a Deputy and after the mail has been inspected for contraband. The Deputy will initial the letter across the seal and include his/her badge number.
3. Incoming confidential/legal mail may be checked for contraband, checks, or money orders, provided the mail is opened in the presence of the inmate.
4. Outgoing mail must have the inmate's name and address in the upper left corner on the front side of the envelope. Mailing addresses are as follows:
  - Intake and Release Center (IRC), Central Men's Jail (CMJ) or Central Women's Jail (CWJ)

INMATE'S NAME and Booking Number  
550 N. Flower Street  
Santa Ana, CA 92702

- For inmates at Theo Lacy Facility (TLF)

INMATE'S NAME and Booking Number

501 City Drive South

orange, CA 92868-3390

- For inmates at James A. Musick Facility (JAMF)

INMATE'S NAME and Booking Number

13502 Musick Road

Irvine, CA 92618

5. No writing or marks other than the inmate's name and address and the name and address of the person to whom the letter is being sent, or proper directions to the post office, will be permitted on the envelope.
  6. All letters must contain the correct amount of postage and a valid return address.
- POSTAGE MUST BE PLACED IN THE UPPER RIGHT CORNER OF THE FRONT SIDE OF THE ENVELOPE.
7. Incoming mail may not exceed 9x12 inches (legal documents and material are exempted).
  8. Inmates will be permitted to receive through the mail any newspaper, magazine or paperback book. All books must be new and ordered through an online bookstore (e.g.: Amazon.com, BarnesandNoble.com, etc.) and shipped directly to the jail facility.
  9. Books may not be purchased at a store and shipped to the jail facility.
    - The package must be accompanied by an invoice listing the purchaser, recipient, contents, and the name of the online store.
    - Exceptions to this policy must be made by the Division Commander.
  10. Inmates may correspond with other inmates in any Orange County Jail facility only via the U.S. Postal Service.
  11. Packages will not be accepted and will be returned to the sender, unless previously approved by the Watch Commander.

## 1600.3(c) - Phone Calls

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### Telephone Calls at Time of Booking

1. The law requires that arrested persons must be provided the opportunity to make three (3) completed telephone calls within three (3) hours after arrest (CPC 851.5), or supplemental booking.
  - (a) During the normal booking process, additional non-collect phone calls are available in a number of holding cells.
  - (b) If a custodial parent, two (2) additional phone calls may be made to arrange for child care. It is the responsibility of the arresting or booking officer to ask whether an arrestee is a parent , and if so, inform them of their right to make two (2) additional phone calls to arrange for the care of their children (AB 2015). These rights shall be posted in English and Spanish near areas designated for phone call use by arrestees.

### Telephone Calls After Booking

1. Phone calls after the time of booking will be permitted by use of housing phones. Phones are available in housing areas, tanks and roof recreation areas. All calls after booking will be made COLLECT to the receiving party. If good cause exists, an inmate may make a non-collect phone call, if approved by the Housing Sergeant. The inmate stating the necessity for the call must submit an Inmate Message Slip.
  - (a) Telephone availability is also afforded to inmates classified as Administrative Segregation and medical. Limited telephone availability is afforded to inmates housed in isolation for disciplinary reasons.
  - (b) Hours and phone availability will be determined by the Facility Commander.
  - (c) Inmates may not receive telephone calls at any Orange County Jail facility.
2. A notice that all collect housing phones are monitored and recorded will be prominently posted in the area next to all inmate telephones. These notices will read as follows:
  - (a) "Notice! Telephone calls may be recorded and monitored."

## 1600.3(d) - Jail Message Forms

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1. Inmate Message Slips will be used by inmates when they desire to communicate in writing with the staff of the Orange County Sheriff's Department, or with persons at other county agencies within the Civic Center Complex. Forms are available from the jail staff. Other written inmate communications will be via United States Postal Service.
2. Inmates desiring to be placed on sick call, or desiring to talk with a member of the medical, dental or mental health staff will complete the pink Inmate Medical Message form and place it in the locked box located in the designated areas throughout each facility. Inmates may request a "confidential contact" by stating so on the message form without describing the nature of the medical need.
3. Requests for legal books will be submitted by the inmate to the deputy on an Inmate Message Slip.
4. Appeals of punishment may be submitted on an Inmate Message Slip.

### 1600.3(e) - Personal Street Clothing Exchange

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1. One exchange of, or addition to personal street clothing, will be permitted during an inmate's incarceration, provided existing clothing is insufficient, improper, or not suitable for court.

### 1600.3(f) Prescription Eyeglasses and Contact Lenses

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1. Inmates will be allowed to possess one pair of prescription eyeglasses and one pair of eyeglasses that are necessary for reading that are non-prescription. Eyeglasses containing a metal frame or metal temple (arm), decorative eyeglasses or glasses with tinted lenses will not be allowed for security reasons. Decorative eyeglasses are those with frames or lenses which are adorned with colorful stones or other design elements such as flowers, butterflies, name brand insignias, or any other material whose purpose and design is to provide a fashionable appearance. Plastic eyeglasses with metal reinforcement in the plastic temple (arm) or plastic glasses containing a metal hinge will be allowed. However, plastic eyeglasses that have a metal

reinforcement with a pointed tip or any eyeglasses that pose a security risk as determined by the Watch Commander or his/her designee shall not be allowed inside any jail facility.

- Reading glasses (non-prescription) and prescription eyeglasses provided to the inmate from outside the jail must be delivered to CJX inmates at the Central Mens Jail Attorney Bonds Guard Station or to Theo Lacy and Musick facility inmates at their respective public visiting guard station. Glasses provided from outside the jail will be screened by security staff and if found to be in compliance with the requirements listed in this section will be delivered to the inmate.
  - Reading glasses (non-prescription), obtained through commissary are compliant with this policy.
2. Inmates may have new contact lenses mailed to them or dropped off to be put on their property, and they may have up to 12 sets of lenses in their possession at a time. Contact lenses received through the mail shall be forwarded and placed on the inmate's property. Contact lens solution and contact lens cases may only be obtained by requesting these items on an Inmate Health Message Slip sent to the medical staff. Decorative or colored contacts will not be allowed for security reasons. Decorative or colored contacts are those that change the look of your eye such as with designs to provide a fashionable appearance or change of eye color.
- Inmates may fill out a Property Release Form and send it to Property requesting the contact lenses be delivered to their housing location.
  - The contacts will be taken out of the inmate's property. One copy of the property release form will be placed around the item for delivery to the inmate's housing location. One copy will be filed in the inmate's property and one copy will be placed in the inmate's jacket.
  - Contact lenses will be screened by a CST and/or Deputy prior to being delivered to the inmate's housing location.

## 1600.3(g)- Inmate Cash Account

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1. Inmates may have money (cash); city, county, state or United States Government checks; and money orders deposited to their account at the Cashier's Office. Money orders shall be made out to the Orange County Sheriff's Department and the inmates name and booking number must be annotated in the reference line of the money order. These will be credited to the inmate's account, not to exceed \$500.00.
- Immigration and Custom Enforcement (ICE) detainees will have no limit on the amount of money deposited to their account and no limit on their total account balance.
2. Money orders may also be sent by mail to an inmate for deposit to their account.
3. Funds may not be transferred from the account of one inmate to the account of another inmate without the permission of the Watch Commander.

### 1600.3(h)- Emergencies

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1. During any emergency, all inmates shall await instruction from jail staff.
2. In the event of an ill or injured inmate, all other inmates will return to their assigned bunk until jail staff has removed the ill or injured inmate.
3. Falsely reporting an emergency condition is not permitted and will result in disciplinary action.

### 1600.3(i)- Inmate Voting Procedure

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1. Inmates who would like to participate in local, state and Federal elections should contact the Registrar of Voters for information and materials. Registrar of Voters PO Box 15467 Santa Ana CA 92735-9910

### 1600.3(j)- Classification of Inmates

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1. After booking, each inmate will be interviewed by a Classification Deputy to determine the inmate's housing assignment. Background information is reviewed so that inmates of similar charges and personal dispositions are housed in the same or similar housing units. Changes can be made based upon inmate behavior or by a request to the Classification Sergeant. Any inmate may appeal his/her classification assignment at any time, but no more frequently than thirty (30) days from the last review. Inmates requesting a review must submit an Inmate Message Slip to the Classification Sergeant. All inmates will be provided with a written response to their respective request(s).

## 1600.3(k) - Meal Service

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1. Each inmate will be offered three meals each day.
2. Meal times are at approximately 5:00 a.m. (breakfast), 11:00 a.m. (lunch) and 4:00 p.m. (dinner). Inmates in the booking or transfer process on the first floor will be offered a sandwich sack lunch. The jail menu and food items comply with all California state standards.

## 1600.3(l)- Medical/Dental/Psychiatric Care

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1. Prior to being booked into the Intake/Release Center each person will be screened by a member of the Correctional Medical Services staff. If after booking an inmate wishes to request routine, non-emergency, medical attention they must submit an Inmate Medical Message slip to the medical staff. Slips are available from the medical staff or a deputy. Completed forms are to be deposited in the designated collection box in each module.
2. Sick call will be conducted on a daily basis by medical/mental or dental health care professionals, depending upon the nature of the inmate's complaint. Inmates found to be hoarding medications or possessing another inmate's medication will be subject to disciplinary action.
3. If at any time an inmate expresses the need for immediate medical attention or if the deputy determines that an inmate requires immediate

medical attention the medical/ mental health staff will be informed immediately.

4. AIDS testing is available through Correctional Medical Services. Inmates may contact the nursing staff on an Inmate Medical Message Slip for testing.

## 1600.3(m) - Recreation Programs

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1. Tabletop games, books and newspapers are provided to inmates in their dayrooms. Each inmate will also be offered an opportunity to have a minimum of three (3) hours of outdoor recreation each week. Volleyball, handball and basketball are sports available in the outdoor recreation yards. Outdoor recreation availability is dependent upon weather conditions, court appearance schedules, etc.
2. Televisions are provided in housing dayrooms. Program selections are made by the Recreation Director.

## 1600.3(n) - Jail Clothing and Hygiene

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1. Undergarments and socks shall be exchanged two times each week. Outergarments (except shoes), sheets and towels shall be exchanged at least once each week (title 15: 1262/1271). Inmates are required to shower regularly to prevent an offensive and unhealthful state of body hygiene. Personal grooming items are provided to inmates who do not have money.

## 1600.3(o) - Commissary

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1. Inmates may purchase commissary items three times each week. Order forms are distributed three times a week.
2. Inmates without sufficient funds can order a [Welfare Pack](#) (per Title 15) of hygiene and stationary items once per week.

## 1600.3(p) - Inmate Work Assignments

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1. Pre-trial and sentenced inmates may be screened for work opportunities. The inmate's classification, health status and the need for workers will be considered in the selection process.

## 1600.3(q) - Jail Records Information

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1. Inmates requesting information regarding their bail, sentence expiration date, warrants, out of county holds, etc., may submit an Inmate Message Slip to the housing deputy. Inmates must include their full name, booking number, date of birth and housing location, when they submit their request.