County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

December 13, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENTS FOR INMATE TELEPHONE SERVICES FOR THE SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT DETENTION FACILITIES (ALL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH CHIEF PROBATION OFFICER THAT YOUR BOARD:

1. Approve and instruct the Mayor of the County of Los Angeles to sign the attached proposed agreement with Pacific Bell Telephone Company, dba SBC California (hereafter "SBC"), to provide complete telephone services for inmates and juveniles in the Los Angeles County Sheriff's Department (Department) and Probation Department (Probation) detention facilities for a term of five (5) years, with an option to extend for up to three (3) additional one (1) year periods, effective upon Board approval;

2. Approve the extension of current agreements with GTL Public Communications Inc. (GTL), Agreement #73263, and Public Communications Services (PCS), Agreement #73264, for inmate and juvenile telephone services in the Department's and Probation's detention facilities on a month-to-month basis not to exceed six months from May 1, 2006, during the transition period where necessary;

3. Authorize the Sheriff or his designee to exercise the above extension provisions if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to continue to maintain inmate and juvenile telephone services in County jails and detention facilities and to maintain the revenue derived from these telephone calls. The recommended actions will also consolidate the three current telephone agreements into a more easily managed agreement. The extension of the current agreements with GTL and PCS beyond April 30, 2006, may be required in the event that the transition takes longer than expected.

Implementation of Strategic Planning Goals

The services provided under this new agreement support the County's Strategic Goal 1 for Service Excellence. Specifically, the agreement will enable the County to provide telephone services to the Department and Probation. The agreement also supports the County's Strategic Goal 4 for Fiscal Responsibility by ensuring fiscally sound provision of services.

FISCAL IMPACT/FINANCING

There is no net County cost for these services. This agreement will generate revenue based on the pay telephone calls made by inmates/juveniles and detainees. The guaranteed revenue generated in the first year will amount to $17,167,000; of which $17,000,500 will go to the Inmate Welfare Fund of the Department and $166,500 will go to the General Fund of Probation. The amount of revenue in future years will depend upon increase or decrease in call volume.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there are agreements with three telephone companies for inmate telephone services. All three agreements have been extended on a month-to-month basis, not to exceed six months from November 1, 2005, to allow current vendors to continue to provide telephone services to inmates and detainees during the transition to the new agreement. SBC provides local telephone services in the Department's and Probation's detention facilities in the San Gabriel and San Fernando Valleys and the Central City areas. GTL, formerly TCG Public Communications, Inc., a wholly owned subsidiary of AT&T, provides long distance telephone services for all inmates in the Department's and Probation's detention facilities. PCS, the assignee of the Verizon agreement, provides local telephone services in the Department's detention facilities in the Antelope Valley. SBC is in compliance with all Board, Chief Administrative Office, and County Counsel requirements.

The agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Chief Probation Officer has authorized the Sheriff to represent Probation in all matters relating to the solicitation of inmate and juvenile telephone services. A Request For Proposal (RFP) for the inmate and juvenile telephone services was first issued on September 23, 2004. On April 26, 2005, the Board directed the Department to conduct a resolicitation of the RFP. On July 21, 2005, a second RFP for the inmate and juvenile telephone services was issued. The RFP was posted on the County's Bid Website, as well as the Department's contract website. A mandatory proposers' conference was held on August 15, 2005, and 17 vendors representing nine companies attended. In response to the RFP, three proposals were received before the due date of September 6, 2005. One proposal was disqualified and the remaining two proposals were evaluated.

The RFP development and the proposer evaluation process included the active participation of the Chief Administrative Officer, Auditor-Controller, Internal Services, Probation and Sheriff's Departments, and a law enforcement agency external to the County.

IMPACT ON CURRENT SERVICES

There is no negative impact on current services provided by the Department or Probation.

CONCLUSION

Your Board's approval of the agreement will ensure continued and uninterrupted telephone services to the inmates/juveniles and detainees. Upon approval by your Board, please return an adopted copy of this action and four (4) sets of original executed copies of the agreement to the Sheriff's Department's Fiscal Administration, Contracts Unit.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

PAUL HIGA
CHIEF PROBATION OFFICER

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACIFIC BELL TELEPHONE COMPANY
Doing Business As SBC, CALIFORNIA

FOR

INMATE & JUVENILE TELEPHONE SERVICES
FOR THE SHERIFF'S AND PROBATION DEPARTMENTS

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**1**
1.1	Contract	1
1.2	Interpretation	2
1.3	Construction	2
2.0	**DEFINITIONS**	**3**
3.0	**WORK**	**4**
4.0	**MAINTENANCE AND SUPPORT**	**5**
5.0	**[RESERVED]**	**5**
6.0	**SYSTEM ACCEPTANCE**	**5**
6.1	Facility Acceptance	5
6.2	System Final Acceptance	6
7.0	**TERM OF CONTRACT**	**6**
8.0	**PAYMENT AMOUNTS AND TELEPHONE BILLING RATES**	**7**
8.1	Committed Annual Guarantee – First Year of Contract	7
8.2	Committed Annual Guarantee – Subsequent Years	7
8.3	Commission	8
8.4	Inmate Telephone Billing Rates	9
9.0	**ADMINISTRATION OF CONTRACT- COUNTY**	**9**
9.1	LASD/Probation Project Director	9
9.2	LASD/Probation Project Manager	10
10.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**11**
10.1	Contractor Project Director	11
10.2	Contractor Project Manager	12
10.3	Approval Of Contractor's Staff	12
10.4	Contractor's Staff Identification	14
10.5	Background And Security Investigations	14
10.6	Confidentiality	14
11.0	**ADDITIONAL TERMS AND CONDITIONS**	**15**
11.1	ASSIGNMENT AND DELEGATION	15

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
11.2	AUTHORIZATION WARRANTY	15
11.3	CHANGE NOTICES AND AMENDMENTS	15
11.4	COMPLAINTS	17
11.5	COMPLIANCE WITH APPLICABLE LAW	18
11.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
11.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	18
	11.7.1 Jury Service Program	18
	11.7.2 Written Employee Jury Service Policy	18
11.8	CONFLICT OF INTEREST	20
11.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
11.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	21
11.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
11.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	24
11.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	24
11.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	25
11.15	COUNTY'S QUALITY ASSURANCE PLAN	25
11.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
11.17	EMPLOYMENT ELIGIBILITY VERIFICATION	26
11.18	FACSIMILE REPRESENTATIONS	26
11.19	FAIR LABOR STANDARDS	27
11.20	GOVERNING LAW, JURISDICTION, AND VENUE	27
11.21	INDEPENDENT CONTRACTOR STATUS	27
11.22	INDEMNIFICATION	28
11.23	GENERAL INSURANCE REQUIREMENTS	28
	11.23.1 Evidence of Insurance	28
	11.23.2 Insurer Financial Ratings	29

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
11.23.3	Failure to Maintain Coverage	29
11.23.4	Notification of Incidents, Claims or Suits	29
11.23.5	Compensation for County Costs	30
11.23.6	Insurance Coverage Requirements	30
11.24	INSURANCE COVERAGE REQUIREMENTS AND PERFORMANCE BOND	30
11.24.1	General Liability	30
11.24.2	Automobile Liability	30
11.24.3	Worker's Compensation	31
11.24.4	Performance Bond	31
11.25	LIQUIDATED DAMAGES	33
11.26	MOST FAVORED PUBLIC ENTITY	33
11.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	34
11.28	NOTICE OF DELAYS	35
11.29	NOTICE OF DISPUTES	35
11.30	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
11.31	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
11.32	NOTICES	36
11.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	36
11.34	PUBLIC RECORDS ACT	36
11.35	PUBLICITY	37
11.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	38
11.37	RECYCLED BOND PAPER	39
11.38	SUBCONTRACTING	39
11.39	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
11.40	TERMINATION FOR CONVENIENCE	41
11.41	TERMINATION FOR DEFAULT	41

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
11.42	TERMINATION FOR IMPROPER CONSIDERATION	44
11.43	TERMINATION FOR INSOLVENCY	45
11.44	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	45
11.45	ADDITIONAL OBLIGATIONS UPON TERMINATION	46
11.46	VALIDITY	46
11.47	WAIVER	46
11.48	WARRANTY AGAINST CONTINGENT FEES	47
11.49	DISPUTE RESOLUTION PROCEDURE	47
	11.49.7 Formal Resolution	49
11.50	FEDERAL AND STATE REGULATIONS	49
11.51	PATENTS AND LICENSES	49
11.52	RIGHTS OF OWNERSHIP OF TELEPHONE SYSTEMS	49
11.53	SALE OF PRE-PAID TELEPHONE CARDS	50
11.54	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	50
11.55	NEW TECHNOLOGY	51
11.56	THIRD PARTY SOFTWARE	52
SIGNATURES		53

EXHIBITS

Exhibit A, Statement of Work
Exhibit B, Contractor's Telephone Rates and Payment Schedule
Exhibit C, Contractor's Performance Summary Requirements
Exhibit D, Maintenance and Support
Exhibit E, Contractor's EEO Certification
Exhibit F, Forms Required Before Contract Execution:
Exhibit F-1, Contractor Employee Acknowledgment And Confidentiality Agreement
Exhibit F-2, Contractor Non-Employee Acknowledgment And Confidentiality Agreement
Exhibit G, Contractor's Response to the Statement of Work of RFP #LASD-IJTS-2005 (Not Attached)
Exhibit H, Acceptance Criteria

CONTRACT
INMATE & JUVENILE TELEPHONE SERVICES
RFP NO.: LASD-IJTS-2005

This Contract and Exhibits made and entered into as of the Effective Date by and between the County of Los Angeles, (hereinafter "County"), and the public communications division of Pacific Bell Telephone Company, doing business as SBC California, (hereinafter "Contractor"), for inmate and juvenile telephone services for the County's Sheriff's Department (hereinafter "LASD") and the County's Probation Department (hereinafter "Probation"):

RECITALS

WHEREAS, the County may contract with private businesses for inmate and juvenile telephone services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing inmate and juvenile telephone services; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000; and

WHEREAS, Contractor shall provide revenues to be paid to the Sheriff's Department and Probation Department;

WHEREAS, the parties agree that upon the Effective Date of this Contract, County Agreement Number 71832 shall terminate;

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

1.0 APPLICABLE DOCUMENTS

1.1 Contract

This base document along with Exhibits A through H, the Project Control Document (as and when delivered by Contractor in accordance with the Statement of Work), any schedules attached hereto or thereto, and any Change Notice or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to

this Contract shall be valid unless prepared pursuant to Section 11.3 (Change Notices and Amendments) and signed by both parties.

1.2 Interpretation

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 EXHIBIT A: Statement of Work (SOW)

1.2.2 EXHIBIT B: Contractor's Telephone Rates & Payment Schedule

1.2.3 EXHIBIT D: Maintenance and Support

1.2.4 EXHIBIT H: Acceptance Criteria

1.2.5 EXHIBIT C: Contractor's Performance Summary Requirements

1.2.6 EXHIBIT G Contractor's Response to the SOW of RFP #LASD-IJTS-2005 (Not Attached)

1.2.7 EXHIBIT E: Contractor's EEO Certification

1.2.8 EXHIBIT F: Forms Required Before Contract Execution
Exhibit F-1, Contractor Employee Acknowledgment And Confidentiality Agreement
Exhibit F-2, Contractor Non-Employee Acknowledgment And Confidentiality Agreement

1.3 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words, "including", "for example", "*e.g.*", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used

in the Contract are for convenience only and are not a part of the Contract and shall not be used in construing the Contract.

2.0 DEFINITIONS

The following terms and phrases as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Board of Supervisors: Shall mean the Los Angeles County Board of Supervisors.

2.2 Chief Probation Officer: Shall mean the official appointed by the Los Angeles County Board of Supervisors.

2.3 Contract: Shall have the meaning set forth in Section 1.0

2.4 Contract Year: Shall mean the annual period starting on the Effective Date and ending one calendar year later, annually recurring thereafter until the Contract is terminated.

2.5 Contractor Project Director: Shall have the meaning set forth in Section 10.1.

2.6 Contractor Project Manager: Shall have the meaning set forth in Section 10.2.

2.7 Day(s): Calendar day(s) unless otherwise specified.

2.8 Deficiency: A failure of any equipment or software to perform it intended task.

2.9 Effective Date: Shall mean the date of approval and execution of this Contract by the County Board of Supervisors.

2.10 Fiscal Year: Shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.11 LASD: Shall mean the Los Angeles County Sheriff's Department.

2.12 LASD Project Director: Shall have the meaning set forth in Section 9.1.

2.13 LASD Project Manager: Shall have the meaning set forth in Section 9.2.

2.14 Committed Annual Guarantee (CAG): Shall have the meaning set forth in Section 8.0 (Payment Amounts and Telephone Billing Rates).

2.15 Performance Requirements Summary: Those services to be provided by the Contractor under Exhibit A (Statement of Work) that are additionally stated in Exhibit C.

2.16 Probation Department: Shall mean the Los Angeles County Probation Department.

2.17 Probation Project Director: Shall have the meaning set forth in Section 9.1.

2.18 Probation Project Manager: Shall have the meaning set forth in Section 9.2.

2.19 Project Control Document: Shall have the meaning set forth in Section 3.1 of Exhibit A (Statement of Work).

2.20 Sheriff: Shall refer to the Sheriff of the Los Angeles County Sheriff's Department.

2.21 System: All individual goods, services, and equipment provided by the Contractor pursuant to this Contract, including Exhibit A (Statement of Work) and the Inmate Telephone System and Inmate Telephone Monitoring System as defined in Exhibit D (Maintenance and Support), and including all installed telephone wiring.

2.22 Total Call Volume: Shall mean the total number of connected inmate telephone calls placed from inmate telephones throughout the Los Angeles County detention facilities.

2.23 Work: "Work" shall mean any and all tasks, subtasks, and deliverables, goods, and other services performed by or on behalf of Contractor in order to deliver to County the System and services required pursuant to this Contract, including, without limitation, Exhibit A (Statement of Work), the Project Control Document, Exhibit D (Maintenance and Support), all other Exhibits, Change Notices, and amendments hereto.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all Work.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County, nor shall Contractor reduce payments to the County due under Section 8.0 (Payment Amounts and Telephone Billing Rates).

4.0 MAINTENANCE AND SUPPORT

4.1 Contractor shall provide County with maintenance services for the System in accordance with the specifications in Exhibit A (Statement of Work) and the terms of Exhibit D (Maintenance and Support).

4.2 During the Term and any extension thereto, County shall be entitled to downtime credits as defined and set forth in Exhibit D (Maintenance and Support), as initially determined by the appropriate County Project Director but subject to the provisions of Paragraph 11.49 (Dispute Resolution Procedure), for any portion of the System for which Contractor is providing maintenance services.

Downtime credits shall not be issued for downtime occurring during mutually agreed scheduled or planned remedial or preventive maintenance. County shall not unreasonably delay performance of remedial or preventative maintenance for any portion of the System.

4.3 Any act of vandalism or machine break-ins discovered by Contractor shall be reported immediately to the facility security personnel. The Contractor will be totally responsible for any losses due to acts of vandalism or other loss.

5.0 [RESERVED]

6.0 SYSTEM ACCEPTANCE

6.1 Facility Acceptance

Contractor shall achieve Facility Acceptance for each Facility listed in the Project Control Document on or before the date set forth in the Project Control Document for each Facility. Contractor shall achieve "Facility Acceptance" for each such Facility upon successful completion of all of the following: (a) its completion and delivery of all Work for such Facility as set forth in Exhibit A (Statement of Work) and the Project Control Document, including but not limited to installation, implementation, and testing of all equipment, monitoring and recording capabilities, and reporting capabilities as described in Exhibit A (Statement of Work); (b) verification of installation, implementation of all functions and features of telephones, recording capabilities, and reporting

capabilities as set forth in Exhibit H (Acceptance Criteria) to the reasonable satisfaction of the respective County Project Manager; (c) the respective County Project Director has provided Contractor with written approval, as evidenced by the respective County Project Director's countersignature on the Facility Acceptance Certificate associated with the Facility (the date of satisfaction of the foregoing with respect to each Facility, including written approval thereof, shall be referred to as the "Facility Acceptance Date").

6.2 System Final Acceptance

Contractor shall achieve System Final Acceptance on or before the date specified in the Project Control Document. Contractor shall achieve "System Final Acceptance" upon successful completion of all of the following: (a) receipt of all Facility Acceptance Certificates for all Facilities, countersigned by the respective County Project Directors; (b) verification of System-wide functions and features as set forth in Exhibit H (Acceptance Criteria) to the reasonable satisfaction of the respective County Project Manager; and (c) the respective County Project Director has provided Contractor with written approval, as evidenced by the respective County Project Director's countersignature on the System Acceptance Certificate (the date of satisfaction of the foregoing shall be referred to as the "System Acceptance Date").

7.0 TERM OF CONTRACT

The term of this Contract shall be five (5) years from the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

7.1 The Contract may be extended for up to three (3) additional one (1) year renewal terms upon mutual agreement of both parties, for a maximum total Contract term of eight (8) years. Each such option year shall be exercised via written amendment to be executed by both parties at least three hundred and sixty-five (365) days prior to the end of the initial or any subsequent renewal term.

7.2 Contractor shall notify the Sheriff's and Probation's Project Manager when this Contract is within fifteen (15) months from the expiration of the initial term, or any subsequent renewal term, as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Sheriff's and Probation's Project Manager at the address herein provided in Sections 9.0 and 10.0 of this Contract, and the parties shall execute any extension of this Agreement as set forth in Section 7.1.

8.0 PAYMENT AMOUNTS AND TELEPHONE BILLING RATES

If any payments due under this Section 8.0 (Payment Amounts and Telephone Billing Rates) are not received by County within the period specified under Section 8.1.1, County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof calculated from the date payment is due.

8.1 Committed Annual Guarantee – First Year of Contract

The Committed Annual Guarantee (CAG) for the Sheriff's Department and separately for the Probation Department will be determined annually on a Contract Year basis.

8.1.1 Within 14 days of the Effective Date Contractor shall pay the Sheriff's Department an Initial CAG of Seventeen Million, Five Hundred Dollars ($17,000,500) and shall pay the Probation Department an Initial CAG of One Hundred and Sixty-Six Thousand and Five Hundred Dollars ($166,500).

8.2 Committed Annual Guarantee – Subsequent Years

8.2.1 The CAG in each Contract Year subsequent to the end of the first Contract Year shall be adjusted annually proportionate to the difference in annual Total Call Volume between the two (2) immediate prior Contract Years. For Contract Year 2006-2007, the CAG shall be adjusted pursuant to the following formula:

(Total Call Volume during Contract Year 2005-2006/Total Call Volume during the one year period immediately preceding the Initial Contract Year) X (CAG for Contract Year 2005-2006) = CAG for Contract Year 2006-2007.

8.2.2 Likewise, for each subsequent Contract Year the percentage change in the inmate call volume shall be calculated by using a factor of change calculated by dividing the Total Call Volume from the immediate prior Contract Year ("Contract Year Minus One") by the Total Call Volume from the Contract Year immediately preceding Contract Year Minus One. The factor of change shall be multiplied by the CAG amount of for Contract Year Minus One to arrive at the CAG amount for the Contract Year.

8.2.3 For purposes of determining the CAG for Contract Year 2006-2007, the proportionate change in Total Call Volume for Contract Year 2005-2006 shall include the Total Call Volume served by Contractor and all other service providers combined.

8.2.4 For each Contract Year after the first Contract Year, the Contractor shall pay the full CAG to the County within thirty (30) days of the beginning of the Contract Year.

8.2.5 The CAG for each year after the first Contract Year shall be memorialized by the Contractor and County by a fully executed Change Order within 15 days after the end of the prior Contract Year.

8.2.6 Contractor acknowledges that the services in this contract are being provided to penalogical custodial facilities and that it may be necessary from time to time for the County to disable the functioning of certain telephones in order to preserve or restore order or for the safety and security of all individuals in the facilities. Such decisions shall be made in the sole and complete discretion of County personnel, who shall endeavor to disable the least number of such telephone and for the minimum amount of time necessary.

8.2.7 In addition to the CAG payment, Contractor shall pay the County any amounts due as downtime credits under Section 6.0 (Maintenance and Support) and liquidated damages on the PRS schedule under Section 11.25 (Liquidated Damages) within 30 days of invoicing, except where such amounts are subject of dispute under Section 11.49 (Dispute Resolution Procedure).

8.3 <u>Commission</u>

8.3.1 The commission rate shall be equal to fifty-two percent (52%) of the Contractor's actual gross billed revenues, excluding applicable taxes. Any payphone use charge (PUC) will be included as part of actual gross billed revenues when calculating the commission at the above stated rate, up to, but not to exceed twenty-four cents ($.24) per call.

8.3.2 At the end of each Contract year, or in the case of the first contract year, partial Contract year, the actual

commissions earned ("Earned Commissions") at the above stated commission rate will be compared to the total CAG payments made during the corresponding Contract period. In the event that the Earned Commissions earned during the Contract period exceeds the total CAG payments due County for the corresponding period, the excess amount will be "Trued-Up" by adding the difference to the County's next subsequent payment. In the event that a True-Up is due at the termination or expiration of the contract, Contractor shall make payment to the County for such True-Up amount within thirty (30) days of such expiration or termination.

8.4 **Inmate Telephone Billing Rates**

Contractor shall charge for collect and pre-paid calls at the rates set forth in Exhibit B. These rates shall remain the same for the first three (3) years after the Effective Date.

Beginning three (3) years after the Effective Date, Contractor shall be permitted to raise the rates set forth in Exhibit B. Contractor shall be permitted to increase such rates a total of two times during the remainder of the Term, including any extensions. Such increase shall be capped at the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the date of increase. Any changes to rates shall occur concurrently. Such changes shall be made by way of Change Notice and shall require approval of the Sheriff's Project Director, whose approval shall not be unreasonably withheld.

Notwithstanding the above limitations on rate increases, Contractor is permitted to increase or decrease rates at any time in order to pass through mandatory rate or charge increases or decreases which are mandated by the Federal Communications Commission (FCC), California Public Utilities Commission (CPUC), other governmental agency, or tariffed charges other than charges set by the public communications division of SBC California, for the types of calls conducted using inmate telephones. Such changes shall be made by Change Notice.

9.0 ADMINISTRATION OF CONTRACT – COUNTY

9.1 LASD Project Director

The LASD Project Director of this Contract shall be the following person listed below:

Name:	Karen Dalton, Director of Bureau Operatoions
Address:	450 S. Bauchet Street Los Angeles, CA 90012
Telephone No.:	(213) 893-5882
Fax No.:	(323) 415-6576
Email:	ksdalton@lasd.org

Probation Project Director

The Probation Project Director of this Contract shall be the following person listed below:

Name:	Melissa Stutenroth
Address:	9150 E. Imperial Highway Downey, CA 90242
Telephone No.:	(562) 940-2466
Fax No.:	(562) 940-2620
Email:	melissa.stutenroth@laprob.org

9.1.1 Responsibilities of LASD and Probation Project Director include:

- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- The LASD's and/or Probation's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.
- LASD's Project Director shall notify Contractor, through a Change Notice, pursuant to Section 11.3 (Change Notices and Amendments), of any change in the name, address, and/or contact information of Sheriff's Project Director or Manager.
- Probation's Project Director shall notify Contractor, through a Change Notice, pursuant to Section 11.3 (Change Notices and Amendments), of any change in the name, address, and/or contact information of Probation's Project Director or Manager.
- Issuance of Facility and Final System Acceptance Certificates in accordance with Section 6.0 (System Acceptance).

9.2 LASD Project Manager

The LASD Project Manager of this Contract shall be the following person listed below:

Name:	Lieutenant Paula Tokar
Address:	450 S. Bauchet Street Los Angeles, CA 90012
Telephone No.:	(213)893-5111
Fax No.:	(323) 415-2566
Email:	pltokar@lasd.org

LASD Project Manager shall be Contractor's first point of contact for all issues except issues related solely to the administration of the contract with the Probation Department.

Probation Project Manager

The Probation Project Manager of this Contract shall be the following person listed below:

Name:	Zina Johnson
Address:	4549 Telegraph Road Los Angeles, CA 90022
Telephone No.:	(323) 260-2767
Fax No.:	(323) 269-9037
Email:	zina.johnson@laprob.org

9.2.1 The responsibilities of LASD and Probation Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- LASD's and/or Probation's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

10.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

10.1 Contractor Project Director

10.1.1 The "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Name:	Allen Lau
Address:	SBC Caifornia

500 East Main Street, Room 510
Alhambra, CA 91801-3961
Telephone No.: (626) 308-4132
Fax No.: (626) 570-4409
Email: al2473@sbc.com

10.1.2 Contractor Project Director shall be responsible for Contractor's performance of all the Work and ensuring Contractor's compliance with this Agreement.

10.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

10.2 Contractor Project Manager

10.2.1 The "Contractor Project Manager" shall be the following person, who shall be a full-time employee of Contractor:

Name: Alex Durdines
Address: 500 East Main Street, Room 510
Alhambra, CA 91801-3961
Telephone No.: (626) 308-8976
Fax No.: (626) 570-4409
Email: ad1961@sbc.com

10.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement, and shall coordinate with LASD's and/or Probation's Project Manager on a regular basis.

10.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

10.3 Approval of Contractor's Staff

10.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Sections 10.1 and 10.2. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at

its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

10.3.2 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained and experienced to maintain and repair the equipment, and if appropriate, are licensed or certified in the technology, trades and tasks required by the Agreement.

10.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers, equipment repair technicians, (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

10.3.4 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

10.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

10.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written

correspondence, or in person) shall be fully fluent in both spoken and written English.

10.4 Contractor's Staff Identification

Contractor and any and all subcontractors and agents of Contractor shall comply with the Staff Identification requirements stated in Exhibit A (Statement of Work).

10.5 Background and Security Investigations

10.5.1 All Contractor staff, subcontractors and agents of Contractor performing work under this Contract shall comply with the Background and Security Investigation requirements stated in Exhibit A (Statement of Work).

10.5.2 County may request that Contractor's staff, subcontractors and agents be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

10.5.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s), to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

10.5.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Sub-paragraph 10.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

10.6 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor

Employee Acknowledgment and Confidentiality Agreement", Exhibit F1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality, Agreement", Exhibit F2.

11.0 ADDITIONAL TERMS AND CONDITIONS

11.1 ASSIGNMENT AND DELEGATION

11.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff and Chief Probation Officer, which consent shall not be unreasonably withheld, delayed or conditioned. Any unapproved assignment or delegation shall be null and void.

11.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, may result in the termination of this Contract.

11.2 AUTHORIZATION WARRANTY

The person executing this Contract for Contractor and the Contractor represent and warrant that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

11.3 CHANGE NOTICES AND AMENDMENTS

11.3.1 The County reserves the right to initiate Change Notices that **do not** materially affect the scope of work, Term, method of calculating CAG, payments or any other terms or conditions included under this Contract. Change Notices may include changes in Telephone Rates in Exhibit B (Payment Schedule and Telephone Rates), annual calculation of CAG pursuant to Section 8.0 (Payment Amounts and Telephone Billing Rates), and number, location and type of telephones and other

equipment. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by LASD's and/or Probation's Project Director as provided in this Section 11.3

11.3.1.1 Contractor shall submit all recommendations and requests for Change Notices under this Contract to the LASD Project Director. The LASD Project Director shall notify the Probation Project Director of the proposed Change Notice and indicate whether the proposed Change Notice will affect LASD, Probation, or both.

11.3.1.2 For any Change Notice which affects only Probation or only LASD, the Project Director for that affected agency shall have authority to execute the Change Notice. Any Change Notice which affects both agencies shall require execution by the LASD and Probation Project Directors to be effective.

11.3.1.3 In the event the Probation Project Director disagrees with the determination of the LASD Project Director as to the agency that will be affected by the proposed Change Notice, the Probation Project Director shall notify the LASD Project Director immediately, and in no case later than ten (10) days after receipt of the proposed Change Notice. The LASD Project Director shall not execute any proposed Change Notice until at least ten (10) days after notifying the Probation Project Director, unless otherwise agreed by the two County Project Directors.

11.3.2 For any change which materially affects the scope of work, Term, method of calculating CAG, payments, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors and Contractor.

11.3.3 The County's Board of Supervisors or Chief Administrative Officer, or designee, may request the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County

reserves the right to request that SBC add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer, subject to SBC's consent, which consent shall not be unreasonably withheld, conditioned or delayed. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff and the Chief Probation Officer.

11.3.4 The Sheriff and the Chief Probation Officer, along with Contractor, may extend the term of this Contract pursuant to the terms set forth in Paragraph 7.0 (Term of Contract). Such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff and the Chief Probation Officer.

11.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

11.4.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

11.4.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

11.4.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify LASD's and Probation's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the LASD's and Probation's Project Manager within three (3) business days of mailing to the complainant.

11.5 COMPLIANCE WITH APPLICABLE LAW

11.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

11.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

11.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit E - Contractor's EEO Certification.

11.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

11.7.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

11.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its

"exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

11.8 CONFLICT OF INTEREST

11.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

11.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

11.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract, to the extent that such consideration does not conflict with the hiring policies, standards and practices, as well as obligations under any collective bargaining agreements, of SBC Californian and its affiliates.

11.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position, to the extent that such consideration does not conflict with the hiring policies, standards and practices, as well as obligations under any collective bargaining agreements, of SBC Californian and its affiliates. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

11.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

11.11.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

11.11.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

11.11.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

11.11.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of

time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

11.11.5 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

11.11.6 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

11.11.7 Notwithstanding anything to the contrary in this Section 11.11, Contractor and County agree that:

a) both parties shall comply with all applicable state / county debarment ordinance;

b) any debarment activity pursuant to this Agreement shall be limited to the public communications division of SBC California.

11.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

11.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to ensure all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department (CCSD) will supply the Contractor with the poster to be used. CCSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents List" on the Internet. The list may be televised before and after Board of Supervisors meetings.

11.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

11.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

11.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

11.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

11.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

11.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all unauthorized damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, normal wear and tear excepted, but in no event later than thirty (30) days after the occurrence.

11.16.2 In the alternative, should Contractor fail to make the repairs pursuant to Sub-paragraph 11.16.1, in the sole discretion of the County, County may make any necessary repairs. All actual costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

11.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The 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 requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.

11.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 11.3, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

11.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

11.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

11.21 INDEPENDENT CONTRACTOR STATUS

11.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

11.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

11.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for

purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

11.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with allegations of the Contractor's negligent, or reckless acts and/or omissions or willful misconduct arising from and/or relating to this Contract.

11.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

11.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

<u>Sheriff's Department</u>
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard
Contracts Unit, Attn: Henry Yee, Contracts Manager
Monterey Park, California 91746

<u>Probation Department</u>
Los Angeles County Probation Department
9150 East Imperial Highway
Attn: Yolanda Young, Director of Contracts and Grants
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

11.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and Contractor shall include reimburse County said amount in its next payment due to County under Section 8.0 (Payment Amounts and Telephone Billing Rates).

11.23.4 Notification of Incidents, Claims or Suits: Contractor shall

report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

11.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

11.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11.24 INSURANCE COVERAGE REQUIREMENTS AND PERFORMANCE BOND

11.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million

Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

11.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

11.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.
In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

11.24.4 Notwithstanding provisions set forth in Sections 11.23 and 11.24, Contractor may elect to self-insure any or all applicable coverages by providing notice to County, on the condition, however, that County's rights as to such self-insurance shall be no less than would have been afforded to County by a third-party insurer under such a respective policy of insurance, and that the Contractor has provided the information to the County on the Contractor's Self-Insurance Program, addressing all of the types and limits of coverage on the Contractor's letterhead, and a contact person in the Corporate office who would be the County's point of contact in the event of any incident or loss.

11.24.5 Performance Bond

11.24.5.1 Contractor shall furnish to County within ten (10) days after Contractor's execution of this Contract, and in all events prior to the Effective

Date, a performance bond in an amount of at least [the Committed Annual Guarantee Amount] for the Sheriff's Department and [the Committed Annual Guarantee Amount] for the Probation Department [subject to negotiation after contract award] and executed by a corporate surety licensed to transact business in the State of California. Such performance bond shall be in the form and substance satisfactory to County's Risk Manager. Such bond shall be maintained by Contractor in full force and effect until released by County's Risk Manager upon County's Project Director's written determination that Contractor shall have fully performed all of its obligations under this Contract. Any modification, extension, or termination of this Contract shall in no way release Contractor or any of its sureties from any of their obligations under such performance bond. Such bond shall contain a waiver of notice of any Change Notices and Amendments to this Contract.

11.24.5.2 At its sole option, County may accept certificates of deposit, cash deposits, United States government securities, or irrevocable letters of credit in lieu of commercial bonds to meet this provision. County shall have no responsibility to Contractor to pay any such deposit, and any loss by reason of the failure of any institution issuing such collateral shall be solely the responsibility of Contractor.

11.24.5.3 Prior to acceptance of Contractor's performance bond or alternative security, Contractor shall submit to County the form of the proposed performance bond or alternative security for approval by County's Risk Manager or County's Treasurer and Tax Collector, as applicable as determined by the County. Both the initial expense and the annual premiums on the bond shall be paid by Contractor.

11.24.5.4 Failure on the part of Contractor to procure and maintain the required performance bond or

alternative security shall constitute a material breach of the Contract upon which County may terminate the Contract pursuant to Paragraph 11.42 (Termination for Default) and may seek all remedies stated herein.

11.25 LIQUIDATED DAMAGES

11.25.1 In the event that Contractor fails to fulfill its obligations under Exhibit A (Statement of Work) the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix resulting from the failure of the Contractor to fulfill its obligations or correct Deficiencies within the specified time frames. Therefore, the Contractor and the County agree that the County shall, at its sole option be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the following manner as a reasonable estimate:

(a) If, in the reasonable judgment of the applicable County Project Director, the Contractor materially breaches the Contract requirement as specified in the Performance Requirements Summary (PRS) Chart, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in the Contractor's next payment due to the County under Section 8.0 (Payment Amounts and Telephone Billing Rates), as liquidated damages.

11.25.2 The action noted in Sub-paragraph 11.25.1(a) shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

11.25.3 This Section 11.25 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to downtime credits as specified in Section 4.0 (Maintenance and Support) or damages for any breach of this Contract provided by law or as specified in the Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed herein.

11.26 MOST FAVORED PUBLIC ENTITY

Subject to any and all applicable laws and regulations, should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at rates and revenues above those set forth in this Contract, then such rates and revenues shall be immediately extended to the County.

11.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

11.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

11.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

11.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

11.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

11.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 11.27 when so requested by the County.

11.27.7 If the County finds that any provisions of this Sub-paragraph 11.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

11.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

11.28 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

11.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. All such disputes shall be subject to the provisions of paragraph 11.49 (Dispute Resolution Procedure).

11.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

11.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

11.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 9.0 (Administration of Contract - County) and Section 10.0 (Administration of Contract – Contractor). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff or Chief Probation Officer, as applicable, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

11.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

11.34 PUBLIC RECORDS ACT

11.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 11.36 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

11.35 PUBLICITY

11.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

11.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 11.35 shall apply.

11.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment records, all records stated in Exhibit A (Statement of Work) and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

11.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

11.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 11.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

11.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract. If such audit finds that the Contractor's dollar liability is more than payments made by the Contractor to the County, then the difference shall be paid by the Contractor to the County by cash payment upon demand or If such audit finds that the Contractor's dollar liability is less than the payments made by the Contractor to the County, then the difference shall be paid to the Contractor by the County by cash payment.

11.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

11.38 SUBCONTRACTING

11.38.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

11.38.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

11.38.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

11.38.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's

proposed subcontract.

11.38.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

11.38.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

11.38.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

11.38.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Sheriff's Department
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard
Contracts Unit, Attn: Henry Yee, Contracts Manager
Monterey Park, California 91746

Probation Department
Los Angeles County Probation Department
9150 East Imperial Highway
Attn: Yolanda Young, Director of Contracts & Grants
Downey, California 90242

before any subcontractor employee may perform any work hereunder.

11.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 11.14 - Contractor's

Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 11.41 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

11.40 TERMINATION FOR CONVENIENCE

11.40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

11.40.2 All material including books, records, documents, or other evidence shall be maintained by the Contractor in accordance with Sub-paragraph 11.36 (Record Retention & Inspection/Audit Settlement).

11.40.3 If this Contract is terminated pursuant to Sub-paragraph 11.40, County shall reimburse Contractor for any unamortized portion of any Committed Annual Guarantee paid to County ("unamortized" meaning the CAG paid, divided by 365, and multiplied by the number of days remaining in the contract year) for which the County has not yet earned.

11.41 TERMINATION FOR DEFAULT

11.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

11.41.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 11.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

11.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 11.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

11.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 11.41.4, it is determined by the County that the Contractor was not in

default under the provisions of this Sub-paragraph 11.41, or that the default was excusable under the provisions of Sub-paragraph 11.41.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 11.40 (Termination for Convenience).

11.41.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 11.41.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 11.41.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of one-three hundred and sixty-fifth (1/365) of the CAG in place at the time of termination, per day, until a replacement vendor is put in place, but in no event to exceed a period of one hundred and eighty (180) days, as equitable compensation to the County for such actual damages. County shall use reasonable efforts to procure, in a timely manner, a replacement vendor that will compensate the County at a commercially reasonable level. "Reasonable efforts" as used in this Sub-paragraph, shall mean, with respect to procuring a replacement vendor, the efforts that a reasonable and similarly sized county in and under a similar scenario would undergo to achieve such a replacement vendor as expeditiously as possible. "Commercially reasonable level" as used in this Sub-paragraph, shall mean a level of compensation that is relatively consistent in the inmate pay phone industry taking into consideration the size of the facility, inmate population, geographical locale and system features and configuration.

This amount of liquidated damages shall be paid by the Contractor to the County by cash payment upon demand, to the extent that the amount is not available from the most recent CAG payment pro-rated from the date of termination to the end of the Contract Year, not to exceed

one hundred and eight (180) days from the date of termination. The action noted in Sub-paragraph 11.41.5 shall not be construed as a penalty, but as adjustment of payment by the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract. This Section 11.41 (Termination for Default) shall not, in any manner, restrict or limit the County's right to downtime credits as specified in Section 4.0 (Maintenance and Support) or additional liquidated damages as specified in Section 11.25 (Liquidated Damages) that occurs prior to the Termination for Default by County, or other damages for any breach of this Contract provided by law or as specified in the Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed herein. Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subparagraph 11.22- Indemnification. Nothing in this Sub-paragraph 11.41.5, or elsewhere in this Agreement, shall limit County's duty to mitigate its damages if this Agreement is terminated for any reason.

This Section 11.41 (Termination for Default) shall not, in any manner, restrict or limit the County's right to downtime credits as specified in Section 4.0 (Maintenance and Support) or additional liquidated damages as specified in Section 11.25 (Liquidated Damages), or other damages for any breach of this Contract provided by law or as specified in the Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed herein. Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 11.22 - Indemnification.

11.41.6 The rights and remedies of the County provided in this Sub-paragraph 11.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.42 TERMINATION FOR IMPROPER CONSIDERATION

11.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the

Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

11.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

11.42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11.43 TERMINATION FOR INSOLVENCY

11.43.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

11.43.2 The rights and remedies of the County provided in this Sub-paragraph 11.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

11.45 ADDITIONAL OBLIGATIONS UPON TERMINATION

Contractor acknowledges that because this Contract involves placement and functioning of telephones in penalogical custodial facilities, an orderly and uninterrupted transition of telephone service from one service provider to another is necessary to ensure order, safety and security of all personnel and inmates at the facilities. Therefore, upon termination of any portion of this Contract for any reason, Contractor shall facilitate the orderly transition of the services and Work provided under this Contract to any new service provider and shall do so without interruption of phone service. Contractor agrees that under no circumstances shall Contractor remove any portion of the System from the facilities served under this Contract without the express written agreement of the applicable County Project Manager, within twelve (12) months of the termination of this Contract, unless mutually agreed to otherwise by both parties to a longer period. The Parties agree that Contractor's compensation to County during such transition shall be only the facilitation with the County's successor service provider; however, Contractor may, but shall not be obligated, to continue pay a percentage of revenue as additional compensation during such transition period. Without diminution of any of Contractor's rights that may exist with regard to any other sections of this Contract, Contractor consents specifically to enforcement of this Section 11.45 by County through injunctive relief.

11.46 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

11.47 WAIVER

No waiver by the either party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.48 WARRANTY AGAINST CONTINGENT FEES

11.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11.48.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.49 DISPUTE RESOLUTION PROCEDURE

11.49.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 11.49.

11.49.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its reasonable discretion, determines should be delayed as a result of such dispute. Contractor shall continue to pay sums not in dispute, during any such period of continued performance.

11.49.3 If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no

reduction in payments whatsoever to County for such costs. Contractor shall promptly pay County for such actual County costs, as determined by County, in the next payment due under Section 8.0 (Payment Amounts and Telephone Billing Rates).

11.49.4 Contractor shall bring to the attention of the LASD Project Manager the existence of any and all disputes between the Contractor and the County as provided in Section 11.29 (Notice of Disputes). LASD Project Manager shall determine whether the dispute involves LASD, Probation, or both. LASD Project Manager shall forthwith inform the Probation Project Manager of the existence of the dispute and the determination of which County department is affected. If the Probation Project Manager disagrees with the LASD Project Manager's assessment of which County department is affected, he/she shall forthwith inform the LASD Project Manager and they shall jointly reach agreement.

11.49.5 For disputes affecting only LASD or only Probation, Section 11.49.6 shall apply to the respective Project Manager or Project Director of the affected Department. For disputes affecting both County Departments, Section 11.49.6 shall apply to the Project Manager and Project Directors of both Departments.

11.49.6 In the event of any dispute between parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute. In the event that the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute. If the Project Directors cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward resolution of the dispute within five (5) business days after the dispute is first submitted to them, then the issue may be submitted to higher levels of administrative personnel within County and Contractor, or proceed pursuant to the Formal

Resolution process described in Section 11.49.7 (Formal Resolution).

11.49.7 Formal Resolution
The dispute resolution process provided is a prerequisite to the exercise of any judicial remedies available to the parties, except in any cases where a party is seeking injunctive or other equitable relief.

11.49.8 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Section 11.45 (Additional Obligations Upon Termination), Section 11.43 (Termination for Insolvency), Section 11.41 (Termination for Default), Section 11.42 (Termination for Improper Consideration), Section 11.40 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

11.50 FEDERAL AND STATE REGULATIONS

The inmate telephone and instruments shall fully comply with FCC and CPUC regulations, Americans with Disabilities Act (ADA), and TDD regulations and standards. Telephone instruments must be designed to accommodate use by the hearing impaired. The required locations for the TDD devices are to be provided by the County during Contract negotiations with a minimum of two (2) per custody facility and should be portable and small enough to fit through 36" doors.

11.51 PATENTS AND LICENSES

The Contractor and/or sub-contractors shall be authorized to provide inmate telephone services, consistent with patents and licenses pertaining to the operation of automated operator inmate telephone systems and services.

11.52 RIGHTS OF OWNERSHIP OF TELEPHONE SYSTEMS

The Contractor shall retain vested rights of ownership of telephone systems, including hardware, software, ancillary equipment, telephone instruments, patents and licenses, upon completion of this Contract, except installed premises wiring as noted above.

11.53 SALE OF PRE-PAID TELEPHONE CARDS

11.53.1 Within ten (10) days after the Effective Date, Contractor shall enter into an agreement with the provider(s) of commissary services for the Sheriff's Department and Probation under which the commissary service provider shall sell pre-paid telephone cards to inmates under the terms set forth in Exhibit A (Statement of Work). Such agreement shall specifically reference County as a third-party beneficiary, and shall provide for termination of that agreement contemporaneously with the termination of this Contract.

11.53.2 In the event of a change in commissary services provider, Contractor shall enter into an agreement with the new County-selected commissary services provider, including the same required terms stated above and those in Exhibit A (Statement of Work).

11.54 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

11.54.1 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Section 11.22 (Indemnification), from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the System or the operation and utilization of the Work under the Contract (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Section 11.54 (Patent, Copyright and Trade Secret Indemnification) to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by County of the System other than in accordance with the Contract.

11.54.2 Without limiting the foregoing, in the event either County Project Director becomes aware that ongoing use of the System, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the System or any component of the System (*e.g.*, injunctive relief), or that County's continued use of the System or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the System, to the extent necessary for performance of all functions described in the Statement of Work, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the System with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Contract or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

11.55 NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise Sheriff's Project Director of all new technologies, methodologies, and techniques that Contractor considers being applicable to the System (or any portion thereof). Specifically, upon County's request, Contractor shall provide, in writing, a description of

such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System and inmate telephone billing rates. Contractor shall use good faith efforts to procure such new technology so that integration and implementation of such new technologies causes no reduction in the payments to the County. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Paragraph 11.3 (Change Notices and Amendments).

11.56 THIRD PARTY SOFTWARE

County acknowledges that it may have to execute certain third party license agreements in respect of software used in the System. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Contract or in any way restricts County's full use and enjoyment of the System as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System granted under this Contract.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By_____
Mayor of the County of Los Angeles

Pacific Bell Telephone Company, doing business as SBC California
(CONTRACTOR)

By _____
Name (Signed)

_____
Name (Printed)

_____
Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, Jr.
County Counsel

By_____
Gary Gross
(Principal Deputy County Counsel)

Date_____

EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

EXHIBIT A
STATEMENT OF WORK
INMATE & JUVENILE TELEPHONE SERVICES

TABLE OF CONTENTS

SECTION	SECTION TITLE	PAGE
1.0	**INTRODUCTION**	**1**
1.1	Purpose	1
1.2	Overview	1
2.0	**SYSTEM REQUIREMENTS**	**5**
2.1	General Requirements	5
2.2	Inmate Telephones	5
2.2.1	Description	5
2.2.2	Physical Safeguards	6
2.2.3	Support For Hearing Impaired	6
2.2.4	Other Features	7
2.2.5	Electrical Requirements	7
2.2.6	Premises Wiring Standards	7
2.2.7	Environmental Requirements	8
2.3	Class of Service	8
2.3.1	No Live Operator Access	8
2.3.2	Automated Operator Services	8
2.3.2.1	Language Prompt	8
2.3.2.2	Collect or Pre-Paid Prompt	8
2.3.2.3	Personal Identification Prompt	9
2.3.2.4	Collect Call Set-Up	9
2.3.2.5	Pre-Paid Phone Services	10
2.3.2.6	Pre-Paid Call Set Up	11
2.3.2.7	Pre-recorded Call Branding Announcements	12
2.3.2.8	Call Acceptance	13
2.3.2.9	Call Termination	13
2.3.2.10	Pre-Paid Account Status	13
2.3.2.11	Unauthorized Call Interruption	14
2.3.2.12	Call Records	14
2.4	Hours of Service	14
2.4.1	Normal Operations	14
2.4.2	System Shut-Down	14
2.4.3	Restoration of Service	15

EXHIBIT A
STATEMENT OF WORK
INMATE & JUVENILE TELEPHONE SERVICES

TABLE OF CONTENTS

2.5 Inmate Call Duration 15
2.5.1 Maximum Call Duration 15
2.5.2 Call Duration Administration 15
2.6 Authorized Call Lists 16
2.6.1 Call List Administration 16
2.7 Attorney, Public Defender 16
2.8 General Calls 17
2.9 Prevention of In-Coming Calls 17
2.10 Call Blocking Requirements 17
2.10.1 Unauthorized Numbers 18
2.10.2 Non-Billable Numbers 18
2.10.3 Three-Way Calling 18
2.10.4 Call Forwarding 18
2.10.5 Cell Phone Numbers 19
2.10.6 Other Unauthorized Numbers 19
2.10.6.1 No Live Operator 19
2.10.6.2 No Special Calling Services 19
2.10.6.3 No Other Long Distance Calling Plans 19
2.10.6.4 No Public Nuisance Calls 20
2.11 Call Monitoring Requirements 20
2.12 Call Recording Requirements 21
2.13 Call Archiving and Retrieval 22
2.14 Call Billing Requirements 23

3.0 SYSTEM ADMINISTRATION 24
3.1 Develop A Project Control Document 24
3.2 Current Inmate Telephone Systems 26
3.3 Phased Integration of New Inmate Telephone Systems 26
3.3.1 System Integration Planning Considerations 26
3.3.2 System Integration and Test 27
3.3.3 Telephone Instrument Adds, Moves, Changes 28
3.3.4 Disconnection and Removal of Telephones 28
3.4 Contractor Staffing Responsibilities 28
3.4.1 Contractor's Project Director 28
3.4.2 Contractor's Project Manager 29
3.4.3 Contractor's System Administrator(s) 29

EXHIBIT A
STATEMENT OF WORK
INMATE & JUVENILE TELEPHONE SERVICES

TABLE OF CONTENTS

3.4.4 Contractor's Technical Support..... 29
3.5 Systems Operations Plan..... 30
3.5.1 System Operations..... 30
3.5.2 Normal Operations..... 30
3.5.3 Emergency Response to System Outages..... 31
3.5.4 System Recovery Operations..... 31
3.5.5 System Maintenance and Repair..... 32
3.5.6 System Maintenance..... 32
3.5.6.1 Problem Reporting..... 32
3.5.6.2 Tools and Repair Parts Invoices..... 32
3.5.6.3 Response Time..... 33
3.5.6.4 On-Call for Emergency Repairs..... 33
3.5.6.5 Maintenance Records and Reports..... 33
3.5.6.6 Investigation of Major System Problems..... 33
3.5.6.7 Préventive Maintenance..... 34
3.5.6.8 Routine Maintenance..... 34
3.5.6.9 Quality Assurance Inspections..... 34
3.5.6.10 Regular Management Meetings..... 34
3.5.7 Investigation of Complaints and/or Billing Errors..... 34
3.5.8 Contractor's Technical Support Center..... 35
3.5.9 Escalation Procedures and Calls Lists..... 36
3.6 Telephone System Administration..... 36
3.6.1 System Administration Consoles..... 36
3.6.2 System Administration Console Technical Description..... 37
3.6.3 Required Administration System Console Locations..... 38
3.6.4 System Operations Status..... 38
3.6.5 System Security..... 38
3.6.6 Training..... 39

4.0 INMATE TELEPHONE SYSTEM MANAGEMENT REPORTING REQUIREMENTS..... 40
4.1 Contractor's Project Reporting Requirements..... 40
4.1.1 Fortnightly Status Reports During the System Integration Period 40
4.1.2 Contractor's Account Management and Reporting Responsibilities... 40
4.2 Monthly Report Formant and Due Dates..... 41
4.3 Inmate Telephone Service Year-End Summary Report..... 43

EXHIBIT A
STATEMENT OF WORK
INMATE & JUVENILE TELEPHONE SERVICES

TABLE OF CONTENTS

5.0 INMATE TELEPHONE SYSTEM FACILITY SAFEGUARDS..... 45
5.1 Personnel Qualifications..... 45
5.2 Requirements for Entry – County Custodial/Detention Facilities..... 45
5.3 Contractor's Personnel Requirements..... 46
5.3.1 Installation Team Members..... 48
5.4 Personnel Removal and Replacement..... 48

EXHIBITS
Exhibit I – County Custodial, Detention, and Camp Facilities
Exhibit II – County Custodial/Detention Facility Average Populations
Exhibit III – Glossary of Terms
ATTACHMENTS
Attachment 1 – Entry Application for Custody Facilities Form
Attachment 2 – Monthly Maintenance Report Sample Form

EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles, acting through the Sheriff's Department, is soliciting proposals from qualified vendors for an inmate telephone system. Under this Contract, Contractor shall provide a telephone system to be used by inmates located throughout the Los Angeles County Sheriff's Department custodial and detention facilities, and the Probation Department's juvenile detention and camp facilities. The inmate telephone system shall provide automated operator, collect, pre-paid, local, intra-LATA, inter-LATA, interstate, and international call capabilities. The resultant inmate telephone system and services shall include all necessary telephone platforms, telephone instruments, all other equipment necessary to perform the functions and services described in the contract and this Statement of Work, system administration, call billing and collection functions, call monitoring and recording capabilities, and complete maintenance of all equipment, hardware and software. The inmate telephone system must comply with the American with Disabilities Act, and Title 24 of the California Board of Corrections Regulations (http://www.bdcorr.ca.gov). This will be a revenue contract between the County of Los Angeles and the Contractor. The duration of this contract will be five (5) years with three (3) optional one-year extensions. The services provided shall be under the direction of the County's Project Director or designee.

1.2 Overview

The Los Angeles County Sheriff's Department and Probation Department have custodial and detention facilities located throughout Los Angeles County. In the Sheriff's Department facilities there are currently 3,777 inmate telephones in place servicing an average daily inmate population of 18,200. The average daily inmate population can expand to 24,000 when all custodial facilities are fully open. The standard inmate phone hours within the Sheriff's Department facilities are 06:00 am to 10:00 pm daily, with some variation from facility to facility. The Sheriff's Department plans to add approximately 258 additional telephones for use by the inmates. The Probation Department currently has 171 inmate telephones in place servicing an average daily juvenile population of 3,520. The Probation Department plans to add approximately 48 additional telephones. The standard detainee phone hours within the Probation Department facilities are also 06:00 am to 10:00 pm daily, with some variation from facility to facility.

INMATE & JUVENILE TELEPHONE SERVICES

Inmates and juvenile detainees are generally allowed to make phone calls without restriction. These phone calls are either collect or made with a pre-paid phone card or family plan.

The desired inmate telephone system phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made to criminal defense attorneys, including the Los Angeles County Public Defender and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the inmate telephone system.

Conversely, in the desired system, calls are blocked to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by the Contractor into the inmate telephone system. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the inmate telephone system.

Inmate telephone services are currently provided by SBC and Verizon, with long distance services being provided by AT&T. The Contractor will be required to plan, finance, and implement the phased integration and testing of all required equipment and software relative to the new inmate telephone system, without impacting the normal daily operation of the existing inmate telephone system. The Contractor will be responsible for any changeover costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures. The type of telephone instrument and enclosures shall be subject to approval by the County's Project Director or designee.

All inmate telephones are currently owned by SBC and Verizon. Contractor will be required to provide the same amount of, or more telephones that meet the description provided in this Statement of Work. A list of the existing telephones and planned new telephone installations is contained in Exhibit I (County Custodial, Detention and Camp Facilities) to this Appendix B Statement of Work.

SBC, Verizon, and AT&T will continue to operate and maintain their telephone systems and equipment under the terms and conditions of the existing contracts, pending the transition and acceptance of the

new inmate telephone system at each custodial, detention, and camp facility.

The inmate telephone system is contained within a custodial environment; therefore certain security requirements are enforced. Minimally, the selected Contractor staff will be required to submit to a background review for clearance, will be required to be escorted into certain areas of the facilities, will be required to attend a four (4) hour custody orientation class, and will be required to submit lists of equipment and tools to be brought into the facilities.

The inmate telephone system must provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.

Unauthorized call attempts shall be flagged, archived, and alert reports shall be generated. The system shall provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary. The system shall be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.

The system must have the capability to record the content of at least 50% of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call must be stored for retrieval for a period of three (3) months, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review.

The system shall be capable of generating a variety of management reports. The system shall be able to identify calls by time, location, specific telephone instrument, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

The Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the County's Project Manager. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

The Contractor shall be responsible for the billing and collection of all completed inmate collect and pre-paid calls in accordance with FCC and CPUC recorded and approved tariff rates.

The inmate telephone system shall be able to determine if mutual agreements exist that will allow for the collection of collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate shall be afforded the opportunity to complete the call utilizing pre-paid services. If both parties decline, the call will not be authorized to go through. The system shall also provide the ability to establish maximum collect call charge limits to a telephone number. Once the threshold is reached, only pre-paid calls will be authorized.

During the life of this contract, the Contractor is expected to work closely with, and make specific recommendations to, the County in order to maximize revenue for both parties.

2.0 SYSTEM REQUIREMENTS

2.1 General Requirements

The Contractor's automated operator inmate telephone system shall provide for an automated operator telephone system and call billing services, capable of providing collect, pre-paid, local, intra-LATA, inter-LATA, and interstate telephone systems and services throughout the continental 48 states, Alaska and Hawaii. The Contractor's automated operator inmate telephone system shall also provide for pre-paid international call services throughout Canada, Mexico, South America, and to over-seas destinations.

2.2 Inmate Telephones

The Contractor shall describe their proposed inmate telephone system, including the strategy for provision of necessary inmate telephone instruments.

2.2.1 Description

All inmate telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be a mid size phone approximately 15 " H x 8"W x 4"D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle or cordless. Cordless instruments may be of slightly larger or smaller size, depending on the manufacturer's availability. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

Contractor shall provide each facility with a portable telephone which addresses such needs as overflow housing and administrative segregation. This portable telephone use will be facilitated by facility staff that will connect the phone to an outlet and wheel the phone to cells or dayrooms for inmate usage. The telephone instruments shall be mounted back to back, on a rigid cart with wheel castors, sufficiently sized to fit through 36 inch doors. The extendable telephone cord must be in armored

flex tubing, eighteen to twenty-four inches long, permanently attached to the cart and capable of plugging into a pre-positioned outlet as designated by the Sheriff's Department's Custody Division Coordinator. Any departure from these specifications must be approved in writing by the County's Project Manager.

2.2.2 Physical Safeguards

Inmate telephone instruments shall be tamperproof and consist of rugged steel encased housings and shockproof keypads. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts. Telephone devices will be configured with a braided steel receiver cord twelve (12) inches in length, to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 90 days of contract award. Currently, there are approximately 800 telephones with cords longer than twelve inches. Cordless phones shall have an on/off hook switch. All telephone instruments must be water resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

2.2.3 Support for Hearing Impaired

The Contractor's automated operator inmate telephone system shall be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. A minimum of two (2) TDD instruments are required at each custody and detention facilities of the Los Angeles County Sheriff's Department and a minimum of two (2) TDD instruments are required at each of the three Juvenile Halls and Challenger Memorial Youth Center of the Los Angeles County Probation Department. Required locations of the TDD instruments will be provided by the County to the Contractor during Contract negotiations.

Amplified handsets shall be required in specific areas. Those telephones shall be fitted with a volume control device, which

allows the inmate to increase or decrease the volume of the headset earpiece.

2.2.4 Other Features

The Contractor's automated operator inmate telephone system shall provide the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

2.2.5 Electrical Requirements

All telephone instruments will be line powered, with the exception of Telephone Devices for the Deaf (TDD), requiring no additional power sources or batteries, and shall be in full compliance with FCC regulations and UL standards. All telephone instrument installations shall comply with National Electrical Code standards. Inmate telephone system servers and recording equipment must remain operational during a temporary loss of power and shall have an Uninterruptible Power Supply system capable of operation for a minimum of four (4) hours. Contractor system shall operate in conjunction with the County's generator back-up power supply, which is set for a two (2) minute wait to switch over to generator power from the power company supply.

2.2.6 Premises Wiring Standards

Currently installed wiring complies with the National Electrical Code and the Los Angeles County's Commercial Building Telecommunications Wiring Standard 902 which will be made available to the Contractor on request.

All premises wiring systems installed by the Contractor shall be in accordance with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902. All wiring systems on the premises installed by the Contractor, shall be concealed or installed in metal conduit and shall remain the property of the County.

2.2.7 Environmental Requirements

The inmate telephone instruments will be installed in all existing indoor and outdoor telephone sites, and may require the installation of telephone enclosures. The Contractor will be responsible for any changeover costs associated with the installation of inmate telephone instruments, associated equipment, and enclosures. The Contractor's type of telephone instruments and enclosures shall be subject to written approval by the County's Project Manager.

2.3 Class of Service

2.3.1 No Live Operator Access

The Contractor's automated operator inmate telephone system shall be capable of completing collect or pre-paid calls within 45 seconds (from receiver off hook to call acceptance), without the need for access to a live operator.

2.3.2 Automated Operator Services

2.3.2.1 Language Prompt

The Contractor's automated operator inmate telephone system shall be capable of prompting a caller to select the appropriate language by pressing the appropriate keypad digit. The Contractor will provide a list of all languages supported by their present system, in response to the RFP, and will consult with the County's Project Director prior to adding new languages. The Contractor's automated operator inmate telephone system shall be capable of supporting English, Spanish, and other languages required by the County.

2.3.2.2 Collect or Pre-Paid Prompt

The Contractor's automated operator inmate telephone system shall be capable of prompting a caller to select either collect or pre-paid by pressing the appropriate keypad digit.

The Contractor's automated operator inmate telephone system shall provide capability for the inmate to verify the current status (balance remaining) for pre-paid debit account and/or debit card balances by pressing a telephone key-pad digit following an automated operator prompt during pre-paid call set-up or call completion.

2.3.2.3 Personal Identification Prompt

The Contractor's automated operator inmate telephone system shall identify the inmate by recording his/her spoken name, in response to the pre-recorded system prompt.

Inmate identification by verifying an inmate personal identification number (PIN) is not required for collect calls, however, a PIN number may be utilized for pre-paid (debit account and/or debit card) calls, or a radio frequency identification (RFI) may be used. If a PIN number is utilized for pre-paid calls, then the PIN number must be automatically assigned to the debit card.

The system shall prompt the caller to speak his/her name, followed by keypad entry of the PIN number for pre-paid (debit account or debit card) calls, followed by the entry of the destination telephone number.

2.3.2.4 Collect Call Set-Up

The Contractor's automated operator inmate telephone system shall verify that a destination number called is an authorized number (not blocked, restricted, or non-billable), prior to placing a collect call to the destination telephone number.

If the collect call is to an authorized number, then call set-up shall continue and placement of the inmate's call, to the destination number, is accomplished.

If the collect call is to an unauthorized or blocked number, then the collect call shall be blocked and the inmate notified that the call to an unauthorized or blocked telephone number will not be completed.

If the collect call is to a non-billable or restricted number, then the call recipient and inmate shall both be advised and afforded the opportunity to complete the call utilizing pre-paid call services. However, if the call recipient and inmate both decline to utilize pre-paid call services, then future calls to the number shall be blocked, pending implementation of pre-paid call services.

During call set-up, the inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.

2.3.2.5 Pre-Paid Phone Services

The inmate telephone system must provide pre-paid phone services through the use of a pre-paid phone card ("card") and Family Plan as defined in the Exhibit III (Glossary of Terms) and described herein.

Pre-paid phone cards are distributed to inmates through the existing inmate commissary system (the current commissary vendor is Canteen Corporation).

The Contractor will be required to enter into an agreement with the County's commissary vendor whereby the vendor is paid a fixed fee for selling and distributing the cards to the inmates. This is currently accomplished by the telephone contractor selling cards to the commissary vendor at face value. The commissary vendor then adds their fee onto the face value of the card. For example, the telephone contractor sells the card to the commissary vendor for $10.00. The commissary vendor sells the card to the inmate for

$10.50. The card number is activated in the system at the time it is sold to the commissary vendor. Under the new agreement the Contractor will sell the cards in denominations of $10.00 and $20.00 to the commissary vendor under a NET 45 agreement, in essence, allowing the commissary vendor the ability to have 45 days to pay the Contractor for the cards. The commissary vendor will then add a $0.50 handling fee to the $10.00 card making the total cost to the inmate $10.50 and a $0.75 handling fee to the $20.00 card making the total cost $20.75. Cards must have the ability to allow Local, Intra-LATA, Inter-LATA, Interstate, and International calls.

The Contractor shall describe the method for inmates to redeem the orphaned balance on any card purchased. The method must allow the inmate to add the remaining balance to a newly purchased card by using an inmate telephone. All methods will be evaluated based on their ease of use and convenience to the inmate. Proposals shall not impact the current daily operation of the custody environment or require county personnel to perform any task.

Test pre-paid phone cards shall be made available to the County upon request throughout the life of the contract.

The Contractor shall describe how it will provide available Family Plans to inmates and their families, including a complete description of the services provided, and program details.

2.3.2.6 Pre-paid Call Set Up

The Contractor's automated operator inmate telephone system shall verify that a destination number called is to an authorized number (not blocked, nor restricted), prior to placing a pre-paid call to the destination telephone number.

If the pre-paid call is to an authorized number, then call set-up shall continue and placement of the inmate's call, to the destination number, is accomplished.

If the pre-paid call is to an unauthorized or blocked number, then the call shall be blocked and the inmate notified that the call to an unauthorized or blocked telephone number call may not be completed.

During call set-up, the inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.

Upon answering the telephone, the call recipient shall hear the pre-recorded call branding announcement and system prompt, identifying the caller as an inmate or minor at one of the County's custody, detention, or camp facilities.

2.3.2.7 Pre-recorded Call Branding Announcements

When an inmate places a call, the system shall announce the following to the inmate:

> **"This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press <keypad digit> now. The use of special calling features is not permitted during this call."**

When a call to an authorized number is answered, the system shall announce to the recipient of the call the following:

> **"This telephone call is coming from "inmate's name", an inmate at "name of the specific County custody, detention, or camp facility". This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press <keypad digit> now. The use of**

special calling features is not permitted during this call."

2.3.2.8 Call Acceptance

For collect calls, the announcement shall specify that: **"Collect call charges will be billed to the destination telephone number. To accept charges, press <keypad digit> now, to deny the charges and block this call, please press <keypad digit> or press <keypad digit> to block this call and any future calls."** In addition, collect calls shall comply with all state and federal requirements with regard to rate disclosures.

Procedures for the acceptance of pre-paid call services are the same as above, except that announcement of collect call charges is omitted.

Upon acceptance by the call recipient, the inmate's handset shall no longer be muted and the call may proceed, however, the inmate's telephone keypad shall remain disabled throughout the duration of the call.

2.3.2.9 Call Termination

Upon call termination, the line to the destination telephone number shall be disconnected, inmate's telephone handset shall be muted, and the telephone keypad shall remain disabled, except when responding to prompts initiated by the automated operator.

2.3.2.10 Pre-Paid Account Status

The Contractor's automated operator inmate telephone system shall provide capability for the inmate to verify the current status (balance remaining) for phone card and allow the owner of the family plan to verify current status (balances remaining) of his/her family plan by pressing a telephone key-pad digit following an automated

operator prompt during pre-paid call set-up, or call termination.

2.3.2.11 Unauthorized Call Interruption

In addition to blocking calls to unauthorized telephone numbers, the system shall be capable of interrupting/disconnecting inmate telephone calls when unauthorized or illegal activities are detected, and provide a pre-recorded announcement pertaining to the reason for the call interruption. The system shall record the illegal activity and report it to the Jail Investigation Unit System Administration Console for follow-up investigation. (Refer to 4.2.d, Summary of Any Unauthorized Inmate Call Activity Detected)

2.3.2.12 Call Records

The system shall be capable of maintaining and archiving call records for all inmate telephone calls attempted, blocked, accepted, completed, including any calls that were interrupted and the reason for interruption.

2.4 Hours of Service

2.4.1 Normal Operations

The Contractor's automated operator inmate telephone system shall be capable of continuous 24x7x365 operation. The maximum percentage of line concentration shall be no greater than twenty five percent (25%), which can be changed at the County's option in the event that it is demonstrated that service is compromised or adversely affected.

2.4.2 System Shut-Down

The Contractor's automated operator inmate telephone system shall support the capability to program by telephone, cellblock, floor, day room, dormitory, facility, or system-wide features that will enable/disable inmate telephone operations by time of day, or day of week.

2.4.3 Restoration of Service

The Contractor's automated operator inmate telephone system shall provide the capability to turn inmate telephones on and off remotely throughout the system, and also have manual or automated on/off switches at selected locations within each facility to be determined by the County's Project Director.

2.5 Inmate Call Duration

2.5.1 Maximum Call Duration

The Contractor's automated operator inmate telephone system shall be capable of limiting the duration of inmate telephone calls. The maximum inmate call duration shall be 120 minutes.

The Contractor's automated operator inmate telephone system shall be capable of increasing or decreasing inmate call duration from 0 to 120 minutes, in five (5) minute increments.

2.5.2 Call Duration Administration

The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by telephone, cellblock, floor, day room, dormitory, facility, or system-wide remotely from the System Administration Console.

The average inmate telephone call duration is currently much less than the maximum of 120 minutes, however, the County intends to set the call duration at a high level, in order to avoid possible disconnections of long duration calls. If, however, inmate telephone access becomes a problem, then the maximum call duration must be able to be reduced at the sole discretion of the County's Project Manager with written concurrence of the County's Project Director. In addition, the Probation Department's Facility Director shall be consulted by the Contractor prior to call duration being altered at any Probation Department facility.

2.6 Authorized Call Lists

The Contractor's automated operator inmate telephone system shall provide the capability for creation and administration of authorized call lists. The authorized call list would contain the complete list of telephone numbers that inmates may call. The intent of the authorized call list is to prevent fraudulent or criminal use of the County's inmate telephone system by certain classes of inmates.

For planning purposes, the Contractor should assume that a maximum of one (1) percent of the inmate population would be subject to call list restrictions utilizing designated telephones at high security county custodial, detention, or camp facilities. Inmates subject to authorized call list restrictions will be housed in a segregation area, and have telephone access limited to specific telephone instruments.

The County reserves the right to selectively implement the inmate authorized call list feature, at the discretion of the Sheriff's Department's Custody Division Coordinator or the County's Project Director.

2.6.1 Call List Administration

If implemented, an authorized inmate call list would be created at the inmate's booking, and would be maintained until the inmate is released. Changes to the authorized call list would be permitted in accordance with the procedures authorized by the County's Project Director.

The Contractor's automated operator inmate telephone system shall provide the capability to check the list of unauthorized telephone numbers to verify the inmate's proposed call list. Unauthorized telephone numbers shall be rejected, and the inmate notified of the reason for rejection.

2.7 Attorney, Public Defender

The Contractor's automated operator inmate telephone system shall provide for collect and pre-paid telephone calls to the inmate's private attorney or public defender. Such calls shall not be monitored or recorded by the inmate telephone system.

Prior to completing a connection, the telephone system shall compare the dialed number with a list of telephone numbers known to be private

attorneys and public defenders. This list shall be compiled from commercial sources, and be capable of being updated or modified frequently. If a number appears on this list, the system must automatically disable monitoring and recording of that call.

2.8 General Calls

The Contractor's automated operator inmate telephone system shall provide for collect and pre-paid telephone calls, as permitted in accordance with procedures authorized by the Sheriff's Department's Custody Division Coordinator and/or the County's Project Director.

The call recipient shall have the option to refuse calls from the inmate, either by blocking the call by keypad entry as described in Section 2.3.2.8, or by written notification to the Sheriff's Department's Custody Division Coordinator and/or the County's Project Director, indicating that they do not wish to receive calls from the inmate. Requests to unblock any currently blocked numbers shall be processed in accordance with procedures authorized by the Sheriff's Department's Custody Division Coordinator and/or the County's Project Director.

2.9 Prevention of In-Coming Calls

The Contractor's automated operator inmate telephone system shall prevent all incoming calls to inmate telephones in custodial, detention, or camp facilities. Any attempted incoming calls shall be rejected, and appropriate information (if available) shall be recorded, archived, and reported to the Sheriff's Department's Custody Division Coordinator, the County's Project Director, and the County's Project Manager.

2.10 Call Blocking Requirements

The Contractor's automated operator inmate telephone system shall maintain a database containing blocked telephone numbers. The system shall be capable of blocking calls by area code, prefix, or destination numbers.

The County's Project Manager will notify the Contractor of the telephone number(s) to be blocked. The Contractor shall block the telephone number(s) within 24 hours of the County's Project Manager's request.

2.10.1 Unauthorized Numbers

The Contractor's automated operator inmate telephone system shall detect and block attempted inmate calls to unauthorized telephone numbers. Unauthorized numbers shall include the following: Public officials, government agencies, businesses, news media, numbers blocked by family members, and any other numbers, or blocks of numbers, identified by a County or ordered by a Court.

2.10.2 Non-Billable Numbers

As described in Section 2.3.2.4 and here, the Contractor's automated operator inmate telephone system shall detect and block attempted collect calls to non-billable numbers. Non-billable numbers include destination numbers for which bill payments are determined to be in arrears, and/or any destination numbers for which the collection of inmate charges is unlikely, such as cell phones, or overseas destinations. The Contractor may institute Family Calling Plans or other Strategy/Marketing Plans with the written authorization of the County's Project Director.

2.10.3 Three-Way Calling

The Contractor's automated operator inmate telephone system shall employ appropriate security safeguards to detect and block attempted three-way calls.

Appropriate information regarding any detected possible inmate three-way call attempts shall be recorded, archived, and the Sheriff's Department's Custody Division Coordinator, and the County's Project Director/Manager alerted for possible inmate call monitoring, recording, or other corrective action. (Refer to 4.2.d, Summary of Any Unauthorized Inmate Call Activity Detected)

2.10.4 Call Forwarding

The Contractor's automated operator inmate telephone system shall employ appropriate security safeguards to detect and block attempted call forwarding of inmate calls.

Appropriate information regarding any detected inmate call forwarding attempts shall be recorded, archived, and the Sheriff's Department's Custody Division Coordinator, and the County's Project Manager alerted for possible inmate call monitoring, recording, or other corrective action. (refer to Section 4.2.e, Summary of System Outages and/or Maintenance Performed)

2.10.5 Cell Phone Numbers

The Contractor's automated operator inmate telephone system shall provide capability to detect and block attempted collect calls to cell phone numbers. Pre-paid inmate telephone calls may be allowed to specified cell phone numbers, in accordance with procedures authorized by the Sheriff's Department's Custody Division Coordinator and/or the County's Project Manager.

2.10.6 Other Unauthorized Numbers

2.10.6.1 No Live Operator

Inmate telephone calls to a live operator are prohibited. The Contractor's inmate telephone service shall be limited solely to the placing of automated operator assisted collect or pre-paid calls. The Contractor's automated operator inmate telephone system shall detect and block all other types of inmate calls including: 0-, 411, 911, 555-1212, 1-NPA-555-1212, 1-800, etc.

2.10.6.2 No Special Calling Services

The Contractor's automated operator inmate telephone system shall detect and block inmate telephone calls to special calling services and/or adult content sites (e.g.: 1-700, 1-800, 1-887, 1-888, 1-976 or 1-900).

2.10.6.3 No Other Long Distance Calling Plans

The Contractor's automated operator inmate telephone system shall detect and block inmate long distance telephone call attempts to by-pass

the County's inmate telephone services, utilizing numeric access codes to alternative calling plans provided by other long distance service vendors.

The Contractor's automated operator inmate telephone system shall detect and block calls to 1-0-XXX, 1-0-1-0-XXX, 1-800-XXX, or any other similar numeric sequences intended to reach another long distance carrier. The Contractor's automated operator inmate telephone system shall detect and block commercially available debit calling cards.

2.10.6.4 No Public Nuisance Calls

The Contractor's automated operator inmate telephone system shall detect and block inmate telephone calls intended to cause a public nuisance. The candidate list of telephone numbers likely to be targets of public nuisance calls will be provided by the Sheriff's Department's Custody Division Coordinator and updated as needed.

The complete list of unauthorized telephone numbers to be blocked will be developed jointly by County and Contractor's staff and updated as needed. The Contractor shall prepare and maintain the list of blocked telephone numbers, and submit the list to the County's Project Director for review and written approval.

Appropriate information regarding any detected inmate call attempts to unauthorized telephone numbers shall be recorded, archived, and the Sheriff's Department's Custody Division Coordinator and the County's Project Manager alerted for possible inmate call monitoring, recording, or other corrective action.

2.11 Call Monitoring Requirements

Contractor's automated operator inmate telephone system shall provide capability to monitor inmate telephone calls at Sheriff's

Department custodial and detention facilities, and Probation Department detention, and camp facilities, shown in Exhibit I (County Custodial, Detention, and Camp Facilities) of this Statement of Work. Extension of the requirement to monitor inmate calls from courthouses, lock-ups, patrol stations, and other facilities is not planned at this time.

Contractor's automated operator inmate telephone system shall provide the capability to monitor any inmate telephone.

The Contractor will provide System Administration Consoles at each Sheriff's Department custodial and detention facilities and Probation Department detention and camp facilities, for the purpose of monitoring and recording inmate phone calls. The requirements for the System Administration Consoles are described further in Section 3.6.1 (System Administration Consoles).

The contractor shall supply a means to identify subscriber information associated with the dialed telephone numbers. (e.g. Haynes reverse directory) When the subscriber information is confidential as determined by the Contractor, the Contractor shall have no obligation to reveal the information without a court order.

2.12 Call Recording Requirements

Contractor's automated operator inmate telephone system shall provide capability to record inmate telephone calls at Sheriff's Department custodial and detention facilities, and at Probation Department detention and camp facilities, shown in Exhibit I (County Custodial, Detention, and Camp Facilities) of this Statement of Work. The Contractor's automated operator inmate telephone system shall provide capability to record any inmate telephone calls except for courthouse lock-ups and patrol stations.

The inmate telephone system must be capable of recording at least 50% of all inmate telephone calls. Calls must be recorded in their entirety, up to the 120 minutes time limit for inmate calls. Recordings must be selectable by telephone instrument, group of telephone instruments, facility, or called number. Extension of the requirement to record inmate calls from courthouse lock-ups, and patrol stations is not planned at this time.

2.13 Call Archiving and Retrieval

The Contractor's automated operator inmate telephone system shall provide capability to archive and retrieve, in a timely manner, recorded inmate telephone calls. Once recorded, the content of the call must be stored for retrieval for a period of three (3) months, and the system must have the capability to transfer the recorded calls to off-line media for archiving, or review. (NOTE: The system must be capable of preventing recording of calls in certain sections of the jails as it pertains to Pro Per inmates.)

All recorded telephone calls (files) shall be accompanied by the following data:

a. Salutatory call branding information.
b. Date and time the telephone call was placed.
c. Location from which the telephone call was placed.
d. The telephone number that was dialed.
e. Duration of the telephone call.
f. The time that the telephone call was terminated.
g. PIN number, if applicable.

The Contractor shall specify a proposed format for storage on off-line media of archived inmate calls. If calls are to be stored in compressed format, the Contractor shall provide an estimate of the time required to retrieve and uncompress the archived call.

Each System Administration Console shall be capable of copying and saving recorded telephone calls to a standard compact disk. The system must copy and save to removable media, recorded calls at the rate of five 20-30 minute calls per minute. The system must continue to record calls, without interruption, while copying and saving previously recorded calls. The recorded call file format shall be compatible with Microsoft Windows NT, 98, 2000, or XP based personal computer.

The system shall provide the capability of naming each file, or automatically generating a file name. Each recorded telephone call or any copies shall be security encoded, in order to detect any attempted alterations to the recorded telephone call.

The Contractor shall be required to develop and implement procedures and schedules for the archiving to DVD-R recorded inmate telephone calls, and may be required to perform archiving of

recorded inmate telephone calls, at the discretion of the Sheriff's Department's Custody Division Coordinator and/or the County's Project Director.

The Contractor shall describe their proposed inmate call archiving/retrieval system, assuming that the recorded inmate calls are to be stored off-line, archived after ninety (90) days.

2.14 Call Billing Requirements

The Contractor shall be responsible for comprehensive billing services for all collect, pre-paid, local, intra-LATA, inter-LATA, interstate, and international telephone systems and services in accordance with FCC and CPUC approved rates. The Contractor's billing system shall be capable of recording data for all calls attempted, including calls completed and calls not completed. Data recorded shall include the date, time, calling instrument, called number, type of connection, type of billing, whether the call is completed, call minutes, message units, and why the call was not completed if appropriate.

The Contractor shall provide a description of their proposed procedures for resolving telephone call charges determined to be non-billable.

3.0 SYSTEM ADMINISTRATION

The Contractor shall (a) create two Project Control Documents, one each for Sheriff's Department and Probation Department, to include a project plan, schedule, risk assessment, and related project control documentation and (b) provide ongoing management of the project & updating of such documents, throughout the life of the project.

3.1 Develop a Project Control Document

The Contractor shall create and deliver to County, within thirty (30) days of the Contract Effective Date, Project Control Documents ("PCD"), for Sheriff's Department and Probation Department, consistent with this Statement of Work. The contents of each Project Plan will include the relevant elements of the following:

1. **Introduction:** Summarizes the Project Plan; a review of the shared vision for the project relationship, the strategic goals of the implementation effort, and how Contractor will contribute to meet Sheriff's Department's and Probation Department's business objectives.

2. **Executive Summary**: Provides a high level overview of the main features and goals of the Project Plan.

3. **Project Mission & Objectives**: Describes the business case for proceeding with the project, the objectives to be achieved under the project, and critical success factors for Sheriff's Department and Probation Department; all based upon information provided to the Contractor by Sheriff's Department and Probation Department, and any assumptions or limitations related to the Project Plan.

4. **Project Scope**: Describes the overall scope and deliverables of the engagement; Acts as a confirmation of project scope, phasing, and automation objectives.

5. **Work Breakdown Structure**: Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also delineate to the task level, if appropriate.

6. **Master Project Schedule**: Following the Work Breakdown Structure, this schedule identifies the activities, key milestones,

and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones; for which Sheriff's Department and Probation Department is responsible, that will affect the success of the project. All project activities, deliverables, and milestones (Contractor, Sheriff's Department and Probation Department) will be linked into a Critical Path Analysis, the Contractor, Sheriff's Department and Probation Department will review this analysis on a monthly basis.

7. **Acceptance Test Plan**: Consistent with the acceptance plan and testing criteria set forth in the contract and exhibits, this plan identifies what project deliverables, or portions thereof, will undergo acceptance testing, and will include sequence, criteria, input, expected results, ownership of acceptance, and participants.

8. **Change Control Plan**: Describes the activities and processes for change management during the Project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization).

9. **Project Team**: Identification of the Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.

10. **Risk Assessment & Management:** Identification of Project risks and mechanisms to handle these risks, in a risk management plan.

When the PCD is complete, the Contractor's Project Manager shall submit the initial release document to the County's Project Manager for review and comment. The County's Project Manager will be responsible for distributing copies of the initial release document, for County's internal review. The County's Project Manager is responsible for consolidating the County's comments and for providing a clearly marked version of the draft document to the Contractor's Project Manager. The County's Project Manager will have five (5) working days from receipt of the PCD to review and return the consolidated comments to the Contractor's Project Manager, unless otherwise agreed to by the parties. Contractor shall review and evaluate the County's comments and respond to the County in writing, within five (5) working days from receipt of County's comments. The County's comments and Contractor's response will be discussed and integrated

into a final and agreed version, within five (5) working days, unless otherwise agreed to by the parties. County's and Contractor's Project Directors shall sign the final version of the PCD.

3.2 Current Inmate Telephone Systems

SBC presently owns the inmate telephones currently in operation within most of the Los Angeles County Sheriff's Department custodial facilities, while Verizon owns the telephone units within the Sheriff's Department's Mira Loma Detention Center. Within Probation Department's detention and camp facilities, either SBC or Verizon own their telephones. SBC and Verizon contracts provide for local exchange, or intra-LATA, collect call services, while AT&T provides for automated operator, long distance, or inter-LATA, collect call services under separate contract with the County.

3.3 Phased Integration of New Inmate Telephone Systems

The Contractor shall be required to develop and submit detailed plans for the provision of necessary telephone equipment and the phased integration of new inmate telephone systems, while minimizing the impacts to current inmate telephone system operations. In response to the RFP, the Contractor shall submit a general outline of this plan. The detailed plan is due 30 days following the Contract Effective Date. Any Contractor planned facility modifications shall require County's Project Director's prior written permission.

3.3.1 System Integration Planning Considerations

In order to ensure a smooth system transition, the Contractor should plan on providing necessary telephone instrument; replacing telephone cords as appropriate; and provide sufficient, qualified technicians to support the system integration and test activities.

The Contractor shall be required to submit equipment lists, rack elevations, power and air conditioning requirements for all equipment to be installed in the main communications room at each facility. The Contractor shall be responsible for equipment delivery, unpacking, installation and test activities. The Contractor shall be responsible for safeguarding tool inventories, and maintaining a safe and clean work environment, including the timely removal of all tools, parts, and packing materials.

Initial phases of the Contractor's installation, configuration, and test activities shall not interfere with normal operations of the current inmate telephone system at each facility. Telephone platforms shall be tested initially in a test bed environment, prior to their phased installation. Any new telephone instruments must be installed, tested, and activated in such a manner that no other telephones are adversely affected. If old telephones must be removed or replaced, the old telephones must be completely removed from the facility. Existing telephone systems and platforms shall remain in place until the phased installation and cutover is complete, and the new inmate telephone systems and equipment become fully operational.

The new automated operator inmate telephone system and platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. System integration and acceptance test criteria is as follows: All inmate telephones tested and verified as fully operational, plus forty-five (45) consecutive days of successful operation, and written acceptance by the County's Project Director.

All telephone installation plans and schedules will be reviewed and approved by the County's Project Manager, in order to minimize impacts to normal operations.

3.3.2 System Integration and Test Plan

The Contractor shall be required to develop a detailed System Integration and Test Plan for the phased integration of the Contractor's automated operator inmate telephone systems and equipment, including, but not limited to, plans and schedules for the installation and integration of collect, pre-paid, (and cash, if applicable) local, intra-LATA, inter-LATA, interstate, and international telephone systems and services at Sheriff's Department custodial, detention, court lock-up, and other facilities, and Probation Department detention, camp, and other facilities. These facilities include locations which currently have telephone systems installed, and identified locations which do not, yet, have telephone services.

The Contractor shall submit a general outline of this plan, in response to the RFP. The detailed System Integration and Test

Plan is due from the Contractor to the County's Project Director, 30 days following the Contract Effective Date.

3.3.3 Telephone Instrument Adds, Moves, Changes

The Contractor may be required to install additional inmate telephone instruments, relocate existing telephones, or modify existing telephone instrument configurations. The Contractor shall be responsible for all costs associated with additions, moves or changes to existing telephone instrument installations. The Contractor shall be required to replace telephone instruments vandalized or damaged beyond repair, at no cost to the County.

3.3.4 Disconnection and Removal of Telephones

The Contractor shall add, delete, disconnect, move or remove telephone equipment and telephone systems at the written request of the County's Project Director and at no cost to the County, during and at the end of the contract.

3.4 Contractor Staffing Responsibilities

The Contractor shall provide a Project Director, responsible for project oversight; a full-time Project Manager and an alternate Project Manager, who will serve as the County's single point of contact for daily administrative and technical matters regarding the Contract. The Contractor shall also provide System Administrator(s) to assist the County with daily administration, operation, and maintenance of the Contractor's automated operator inmate telephone system. In addition, the Contractor shall provide on-call support for the technical investigation and resolution of problems.

3.4.1 Contractor's Project Director

The Contractor's Project Director shall be technically qualified and have a minimum of three (3) years experience in the management and administration of large-scale inmate telephone systems and services to federal, state or county inmate custodial accounts with approximately **20,000** inmate calls per day system-wide. The Contractor shall submit the resume of the proposed Project Director stating experience in this area as a minimum response to the RFP.

3.4.2 Contractor's Project Manager

The Contractor's Project Manager shall be technically qualified and have a minimum of three (3) years experience in the day-to-day management and administration of large-scale inmate telephone services to federal, state or county inmate custodial accounts with approximately **20,000** inmate calls per day system-wide. The Contractor shall submit the resume of the proposed Project Manager stating experience in this area as a minimum response to the RFP.

3.4.3 Contractor's System Administrator(s)

The Contractor's System Administrator(s) shall be fully trained and technically qualified as telephone service technicians, including system administration, operation and maintenance of the Contractor's automated operator inmate telephone system. The Contractor's System Administrator(s) shall be fully trained and capable of performing inmate telephone system adds/moves/changes, as well as performing troubleshooting procedures for the investigation and resolution of inmate telephone system hardware and software problems.

The Contractor's System Administrator(s) shall be capable of generating essential inmate telephone system summary reports and submitting concepts, analyses and recommendations to increase revenue aside from increased inmate telephone call tariffs.

3.4.4 Contractor's Technical Support

Technical support may be provided via links to the Contractor's Technical Support Center supporting the Contractor's automated operator inmate telephone system. The Contractor shall provide for on-site technical support during system installation and test, and on-call technical support for the investigation and timely resolution of telephone system hardware or software problems.

The Contractor's Technical Support staff shall be fully trained and capable of performing telephone system adds/moves/changes, as well as procedures for the investigation and resolution of inmate telephone system hardware and software problems.

3.5 Systems Operations Plan

The Contractor shall describe their systems operations plan for maintaining reliable inmate telephone services, including: system design features, system monitoring, hardware redundancy, system maintenance, repair parts inventory, emergency response, contingency plans, and investigation of complaints or billing errors.

3.5.1 System Operations

The Contractor's automated operator inmate telephone system shall be capable of continuous 24x7x365 operation.

The Contractor shall describe the capability of the proposed system to monitor inmate telephone system operations at the County's custody, detention, and camp facilities, and the Proposer's proposal to alert the System Administrator when system problems or outages occur.

The Contractor shall describe the capability of the proposed system to perform essential system administration functions at remote facilities from a central location.

The Contractor's automated operator inmate telephone system shall support the capability to program by telephone, cellblock, floor, day room, dormitory, facility, or system-wide, features that will enable/disable inmate telephone operations by time of day, or day of week from a remote System Administration Console or localized "kill box."

Under normal operations, inmate telephones may be shut down for scheduled periods of time, such as mandatory roll call, or while inmates are sleeping. During scheduled system down times, the County's requirement for on-site staffing is reduced.

3.5.2 Normal Operations

Under normal operations, the Contractor shall provide sufficient technical staffing to support the administration, operation and maintenance of the inmate telephone systems at the Sheriff's Department custodial and detention facilities, and at the Probation Department detention and camp facilities.

Such activities may be performed (on-site or remotely) Monday through Friday, during normal business hours (8am-5pm). The Contractor shall propose centrally located, on-site staffing to support normal operational requirements at the County custodial, detention, and camp facilities, and travel (as needed) to support smaller County facilities.

The Contractor may utilize a remotely located (24x7x365) Technical Support Center to monitor system operations at the major County custodial, detention, and camp facilities, and assist in the troubleshooting and resolution of system problems.

3.5.3 Emergency Response to System Outages

The Contractor shall provide for on-call technical staff to support their on-site technical staff in resolving system problems or outages. The required response time is as stated in Exhibit D (Maintenance and Support) of the Sample Contract, following the determination and/or notification of the problem or outage.

The Contractor shall notify County's Project Director of any routine downtime electronically (i.e.: email) or during normal business hours and any emergent downtime by telephone immediately.

The Contractor, in the event of an emergency as determined by the County's Project Manager, must have the capability of bringing in additional technicians dedicated solely to inmate telephones service to perform service under this agreement at no cost to the County.

3.5.4 System Recovery Operations

The Contractor shall be required to manage and coordinate recovery operations for any inmate telephone system problems or outages, and also prepare reports for management describing the problem and corrective action taken.

Following a severe system problem or outage, the Contractor shall continue to monitor systems or equipment impacted for 72 hours beyond the resolution of the problem, to ensure that the problem has been truly resolved prior to closing the system problem report.

3.5.5 System Maintenance and Repair

The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain inmate telephone units, services, and all related equipment in good working order, including the performance of preventive maintenance. The County will provide secure storage for pre-positioned spare telephones, equipment, and repair parts inventories.

3.5.6 System Maintenance

The Contractor's automated operator inmate telephone system shall be capable of supporting on-line system maintenance, either on-site or remotely, while minimizing impacts to normal operations.

The Contractor shall coordinate planned system maintenance with the County's Project Manager not less than forty-eight (48) hours in advance. System maintenance shall be scheduled, whenever possible, in order to minimize potential impacts to prime inmate calling periods. Any deviations will require the County's Project Manager's written approval.

The Contractor shall conduct and perform monthly maintenance inspection of all phone instruments and report each inspection on the "Monthly Maintenance Report" Sample Form (Attachment 2).

3.5.6.1 Problem Reporting

The Contractor shall develop and present procedures to the County's Project Director for informing County on how to report system problems, including: preparation of trouble tickets, personnel notifications, escalation procedures and call lists, maintenance logs, management reports, trouble ticket closure and either on-line or 800 calling number to report emergent service requests.

3.5.6.2 Tools and Repair Parts Inventories

The Contractor shall provide essential tools and parts inventories for repair and maintenance of County's

inmate telephone systems, instruments and equipment.

3.5.6.3 Response Times

The response time for maintenance and repair shall be as stated in Exhibit D (Maintenance and Support) to the Sample Contract.

If a problem cannot be resolved within 24 hours, the County's Project Manager shall be notified and advised of the corrective action planned.

3.5.6.4 On-Call for Emergency Repairs

The Contractor shall provide for on-call technical staff to respond to after-hours emergency repairs to County's inmate telephone systems and equipment.

3.5.6.5 Maintenance Records and Reports

The Contractor shall be required to prepare and maintain maintenance records, and submit monthly reports describing problems encountered and corrective action taken.

3.5.6.6 Investigation of Major System Problems

The Contractor shall be required to develop procedures for the investigation and resolution of system problems or outages. Such procedures shall include: Personnel notifications, trouble tickets, status reports, and closure procedures.

Following a major system problem or outage, the Contractor shall continue to monitor systems or equipment impacted for seventy-two (72) hours beyond the resolution of the problem to ensure that the problem has been truly resolved prior to closing the problem report.

3.5.6.7 Preventative Maintenance

The Contractor shall be required to develop procedures and schedules for the conduct of monthly preventative maintenance on the County's inmate telephone systems, equipment, and instruments, and preparation of monthly maintenance reports indicating the nature and scope of the preventative maintenance performed. (See Attachment 2, Monthly Maintenance Report).

3.5.6.8 Routine Maintenance

Any routine server, or recording equipment maintenance which negatively impacts telephone usage shall be conducted by the Contractor during only the hours of 12:01 am and 6:00 am.

3.5.6.9 Quality Assurance Inspections

The Contractor shall be required to schedule and conduct monthly quality assurance inspections to ensure that inmate telephones at each of the County's custody, detention, and camp facilities are maintained in good working order. These monthly inspections shall be documented in the monthly maintenance reports. (See Attachment 2, Monthly Maintenance Report).

3.5.6.10 Regular Management Meetings

The Contractor's Project Manager and/or designee shall attend regularly scheduled management meetings, including Title 15 meetings, organized by the County's Project Director to discuss inmate telephone services and related issues, including, but not limited to, telephone usage, billing, administration, inmate complaints, and problems encountered by County and Contractor.

3.5.7 Investigation of Complaints and/or Billing Errors

The Contractor shall provide the means and shall describe the process for the timely investigation of inmate complaints

pertaining to inmate telephone system operations and/or billing errors.

Results of the investigation and any corrective action taken shall be provided in writing to the County's Project Manager within ten (10) working days following the Contractor's notification of the complaint and/or billing error.

The Contractor shall provide the County's Project Manager with copies of all inmate complaints and resolutions monthly.

3.5.8 Contractor's Technical Support Center

The Contractor shall utilize a remotely located Technical Support Center to monitor system operations at the major County custodial, detention, or camp facilities, and assist in the troubleshooting and timely resolution of problems.

During normal working hours, the Contractor's Technical Support Center shall perform monitoring and reporting of any observed technical problems or abnormal conditions pertaining to the operation and maintenance of the County's inmate telephone system.

The Contractor's Technical Support Center shall notify the County's Project Director of any observed technical problems or abnormal conditions via system email, Contractor-provided system administration consoles, or by telephone.

During off-hours, the Contractor's Technical Support Center shall continue to perform monitoring and reporting of any observed technical problems or abnormal conditions pertaining to the operation and maintenance of the County's inmate telephone system, and dispatch on-call maintenance support staff as needed for the repair and maintenance of major problems. The Contractor's Technical Support Center may defer the repair of minor problems, consistent with procedures approved in writing by the County's Project Director.

The Contractor shall submit to the County's Project Manager, a current roster of all technical employees that work at the Contractor's Technical Support Center, and who may be required to enter County facilities. All personnel on the roster

shall meet the County's requirements for admission into Sheriff's and Probation's custody facilities.

Contractor shall notify County's Project Manager at least 24 hours in advance of Technical Support Contractor Staff, not previously cleared, that need clearance for admission into Sheriff's and Probation's custody facilities for emergent repairs.

All emergent repairs requiring Contractor's Service Staff not previously cleared, for admission into Sheriff's and Probation's custody facilities, can receive clearances from the Watch Commander of the facility in need of emergency repairs. All Service Staff, shall be prepared to present a Valid Photo Identification, which includes name, address, physical description, and date of birth. Additionally, Service Staff shall also provide their Social Security Number, which will be utilized during the background screening investigation.

3.5.9 Escalation Procedures and Call Lists

The County's Project Director and Project Manager shall be provided with the capability for contact with Contractor's Project Manager, or his designee, on a daily (24x7x365) basis.

The Contractor shall provide County's Project Director and Project Manager(s) with call lists for Contractor's senior management personnel, who can be called in case of emergency.

3.6 Inmate telephone system Administration

3.6.1 System Administration Consoles

Contractor's proposed inmate telephone system shall provide the capability to effectively and efficiently perform essential system administration functions. Such functions shall include, but not be limited to, the following:

a. System start-up/shut-down, initialization, configuration and system back-ups.

b. System operational status reporting and unauthorized activity alerts.

c. Inmate (on-line) call monitoring, recording, archiving and retrieval.

d. Inmate call management, account set-up and billing.

e. System troubleshooting, maintenance and repair.

f. Generation of real time, ad hoc and system-wide summary management reports.

Contractor's proposed inmate telephone system shall provide the capability to perform system administration functions from system consoles located at Sheriff's Department custodial and detention facilities, and at Probation Department detention and camp facilities. System administration functions may be performed by the Contractor (on-site or remotely) at any time, as long as the normal operation of the system is not affected.

The minimum number of System Administration Consoles for Sheriff's Department custodial and detention facilities will be; Men's Central Jail – 4, Twin Towers Correctional Facility (TTCF) – 4, North County Correctional Facility – 2, North Facility – 1, East Facility – 1, North Annex – 1, Inmate Services Unit – 1, Century Regional Detention Facility – 1, Mira Loma – 1, and up to two additional off-site locations determined by County's Project Director.

The minimum number of System Administration Consoles required in Probation Department detention and camp facilities will be; Central Juvenile Hall – 2, Los Padrinos Juvenile Hall – 2, Barry J. Juvenile Hall – 2, and up to two additional off-site locations determined by Probation Department.

3.6.2 System Administration Console Technical Description

The System Administration Consoles must include a computer, monitor, printer, and all necessary software to review and monitor phone calls. Each console is only expected to monitor a single telephone call at any given time, however it must be able to record calls while monitoring.

The Contractor shall provide a brief description of the proposed System Administration Consoles, including computer hardware and software, computer memory, disk storage capacity,

computer display, and printer. The Contractor shall also describe any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of inmate calls. The Contractor shall also provide a description of the telecommunications network, designed to provide (on-site and/or remote) administration of the inmate telephone system.

3.6.3 Required System Administration Console Locations

The Contractor shall provide inmate telephone System Administration Consoles at the Sheriff's Department custodial and detention facilities, and at the Probation Department detention and camp facilities, shown in Exhibit I (Sheriff's Department and Probation Department Custodial, Detention and Camp Facilities Inmate Phones) of this Statement of Work.

At the Sheriff's Department's TTCF, one (1) additional System Administration Console will be located in the Inmate Services Unit, and utilized to monitor inmate telephone system operations, as well as supporting generation of real time summary reports, investigation of problems, and audit of Contractor's monthly/annual reports.

Additional requirements for the Inmate Services Unit's System Administration Console will include one (1) wide screen (nineteen (19) inch or larger) flat panel, color display, and one (1) color laser printer.

3.6.4 System Operations Status

The System Administration Console shall be capable of providing real time system status displays, including the current operational status of inmate telephone systems and telephones at both on-site and remote facilities.

3.6.5 System Security

The inmate telephone system shall provide for security safeguards designed to control access to the system. Access to the system shall be password protected, and limited to system administrators and managers. Critical software and databases shall be backed-up and archived on a regular basis.

3.6.6 Training

The Contractor shall provide training on system administration, including operation and maintenance of the inmate telephone system and inmate monitoring/recording system. Training shall include classroom and hands-on training for County system administrators, managers, and investigators.

Approximately 20 Sheriff's Department and 20 Probation Department members will require system administration training.

The Contractor shall provide additional (follow-on) system administration training as required by the County for new personnel assigned as County system administrators, managers, and investigators.

Contractor shall also provide training to County staff on Management Report retrieval and Ad Hoc report inquiries.

4.0 INMATE TELEPHONE SYSTEM MANAGEMENT REPORTING REQUIREMENTS

4.1 Contractor's Project Reporting Requirements

4.1.1 Fortnightly Status Reports During the System Integration Period

The Contractor shall prepare and present Fortnightly Project Status Reports during the System Integration Period to the County. The Contractor shall submit such reports to the Sheriff's Department and Probation Department on the 1st and 16th of each month or the next working day if the due day falls on a Saturday, a Sunday or a holiday. Such reports shall, at a minimum, state:

(a) The period covered by the report;
(b) Project progress and plans;
(c) Issues tracking, including deficiencies;
(d) Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;
(e) Updates to the Project Control Document;
(f) Project risks identified through the quality assurance process; and
(g) Any other information that Sheriff's Department and Probation Department may reasonably require.

4.1.2 Contractor's Account Management and Reporting Responsibilities

The Contractor shall provide a full-time Project Manager who will serve as the County's single point of contact for all administrative and technical matters regarding the Contract, including submission of the monthly system management reports to the County's Project Director and Project Manager, and an alternate County's Project Manager to act in the County's Project Manager's absence. The monthly system management reports shall include the following information for each facility by collect and pre-paid accounts, and shall be broken down by local, intra-LATA, inter-LATA, interstate, and international calls:

1. Financial data, including call volume, total minutes, gross amount billed, CAG earned, and un-collectables. This report will be available to the Inmate Services Unit's System Administration Console only.
2. Maintenance activity, including problems encountered and corrective action taken to resolve. This report will be available to all System Administration Consoles.
3. Summary of complaints received and corrective action taken to resolve. This report will be available to all System Administration Consoles.
4. Summary of usage and non-usage by telephone.
5. Call attempts. This report will be available to the Inmate Services Unit's System Administration Console only.
6. Pre-paid phone services. This report will be available to the Inmate Services Unit's System Administration Console Only.
7. Non-working phone report in real-time. This report will be available to all System Administration Consoles.

4.2 Monthly Report Format and Due Dates

The Contractor shall be required to submit monthly **Project Reports**, pertaining to the operation and maintenance of the County's inmate telephone system. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:

a. **List of telephones**
This report shall include information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total down time for each phone shall also be included. These reports will be available to all System Administration Consoles.

b. **Total Inmate Calls Completed and Amounts Billed**
Reports shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be

broken down between pre-paid and collect calls, and by local, intra-LATA, inter-LATA, interstate, and international calls. This report will be available to the Sheriff's Department Inmate Services Unit's System Administration Console only.

c. **CAG report**
This report shall contain the CAG amount pursuant to Section 8.0 of the Sample Contract (Appendix A) and the total billed monthly, and the total paid to the County monthly, by fiscal year. The amount collected shall be compared to the CAG and the variance reported. The year-to-date CAG paid shall be compared to the contract CAG and the variance reported. This report will be available to the Inmate Services Unit's System Administration Console only.

d. **Summary of Any Unauthorized Inmate Call Activity Detected**
Reports shall be in summary format by facility, and shall contain any information available to support the subsequent investigation of such activities. This report will be available to all System Administration Consoles.

e. **Summary of System Outages and/or Maintenance Performed**
Reports shall be in summary format by facility, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County's Project Manager. This report will be available to all System Administration Consoles.

f. **Telephone inspection and Maintenance Log**
This report shall be submitted to the County on a quarterly basis or as required by the County's Project Manager(s). This report will be available to the Inmate Services Unit's System Administration Console only.

g. Contractor's reporting system must have ad-hoc query and report capability. These features shall be available to the Inmate Services Unit's System Administration Console only.

The Contractor shall submit two (2) printed copies and one (1) soft copy on CD-R of both the Monthly Project Report and Monthly System Management Report to the County's Project Director for the Sheriff's Department at Correctional Services Division, 450 Bauchet St., Rm. E888, Los Angeles, CA 90012 and two (2) printed copies and one (1) soft copy on compact disc of Probation's monthly reports to the Probation Department Project Coordinator at Communications Services, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize Microsoft Word or Corel WordPerfect for the narrative portions, and Microsoft Excel for the inmate billing and commissions earned reports.

The Contractor's written reports are due not later than 5:00 P.M. on the 5th business day of the month reporting on inmate telephone services for the prior month.

4.3 Inmate Telephone Services Year-End Summary Reports

The Contractor shall submit Year-End Summary Reports pertaining to the operation of the County's inmate telephone systems. The reports shall include, but not be limited to: Year-End Summary of Inmate Calls, Minutes, Amounts Billed, CAG Earned, un-collectibles and recovered un-collectibles including any accounts receivables sold during the year.

Reports shall be in summary format by facility, and shall contain information to determine inmate telephone call volume by number of accepted calls, and minutes, by hour, by facility, cellblock, dayroom, floor, dormitory, or other area of interest.

The Contractor shall submit two (2) printed copies and one (1) soft copy on CD-R of the Year-End Summary Reports to the County's Project Manager at Correctional Services Division, 450 Bauchet Street, Room E888, Los Angeles, CA 90012 and the Probation Department at Communications Services, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize either Microsoft Word or Corel WordPerfect for the narrative portions, and Microsoft Excel for the inmate billing and commissions earned reports.

Each year, within sixty (60) days of the end of the contract year, the Contractor will meet with the County's Project Director and provide a

comprehensive report of inmate call activity for the contract year. This report will minimally include call frequency, call minutes, and call revenue/billable for the following call types, listed both by facility and cumulatively: local collect, local pre-paid, intra-LATA collect, intra-LATA pre-paid, inter-LATA collect, inter-LATA pre-paid, interstate collect, interstate pre-paid, and international pre-paid. This report will be available to the Inmate Services Unit's System Administration Console only.

The Contractor's Year-End Summary Reports are due not later than 5:00 p.m., on the fifth (5th) business day of the month following **Contract Year-End,** reporting on inmate telephone services for the subject Contract year. The Contract year shall always end on the last day of the month, for the month immediately preceding the month in which the Contract was awarded.

In addition to submitting required fortnightly/monthly/annual inmate telephone system management reports, the Contractor shall also maintain and archive inmate telephone billing records for the full duration of the contract, and an additional five (5) years beyond the Contract Term.

5.0 INMATE TELEPHONE SYSTEM FACILITY SAFEGUARDS

5.1 Personnel Qualifications

All personnel employed by the Contractor shall be competent, trustworthy, and well qualified to perform their work. The Contractor shall submit a current roster to the County's Project Director of all employees who may be required to enter County facilities, at least 10 days prior to their required access. The roster shall be kept current and updated by the Contractor as required. All personnel on the roster shall meet the County's requirements for admission into any Sheriff's Department custody or detention facility.

5.2 Requirements for Entry - County Custodial/Detention Facilities

The Contractor, Contractor's employees, and/or sub-contractor's employees, shall meet all specified requirements for admission into any County custodial or detention facility, including the following:

a. Individual has not been incarcerated at any federal prison, state prison, or County jail within the last three (3) years.

b. Individual has not been convicted of bringing a controlled substance into a federal prison, state prison, or County jail.

c. Individual has not been convicted of possession of a controlled substance for sale, nor has individual used any controlled substance (without physician's authorization) within the last three (3) years.

d. Individual has not been convicted of a sex crime.

e. Individual has not been convicted of a weapons law violation.

f. Individual is not currently on probation or parole.

All individuals entering into any County custodial and detention facilities under terms of this Agreement shall be subject to search and seizure.

The Contractor shall be responsible to notify Contractor's employees who are cleared for entrance that, if they subsequently have a relative incarcerated in Los Angeles County custody facility, they are required

to notify the Contractor, and the Contractor shall notify the County's Project Director immediately. Contractor's employees are not permitted to work in a custody facility where a relative is housed.

5.3 Contractor's Personnel Requirements

The Contractor shall submit to the County's Project Director, a current roster including all employees that are required to enter County facilities to perform services under this Contract. The roster shall be kept current and up-dated by the Contractor as required. All personnel on the roster shall possess photo identification, and shall meet the County's requirements for admission into any Sheriff's Department or Probation Department custody facility.

All personnel employed by the Contractor that are required to enter County facilities, are required to undergo a background screening investigation, which shall be initiated by preparing an "Entry Application for Custody Facility" form (Attachment 1).

The Contractor shall be required to submit an "Entry Application for Custody Facility" form for all Contractor personnel requiring access to the Sheriff's Department facilities to perform services under this Contract. The "Entry Application for Custody Facility" form shall be submitted to Correctional Services Division, County's Project Director, 450 Bauchet Street, Room E888, Los Angeles, California 90012 for Sheriff's facilities and to Communications Services, 4549 Telegraph Road, Los Angeles, CA 90022 for Probation facilities. The County's Project Manager will arrange for photo identification cards for Contractor personnel, which must be presented when requesting access to any Sheriff's Department or Probation Department facility. Contractor personnel will also be required to continuously safeguard their tools and submit for inspection their tool inventory upon entry or exit from any Sheriff's Department custody or detention facility and any Probation Department detention or camp facility. Contractor personnel shall attend County Custody orientation prior to admission into secured facilities.

The background investigation is conducted in two phases:

a. Phase 1 consists of a review of the applicant's "Entry Application for Custody Facility" form and a check of local law enforcement records.

b. Phase 2 consists of a fingerprint check with local law enforcement agencies, California Department of Justice, FBI, and National Crime Center.

All Contractor applicants must successfully pass Phase 1 screening prior to commencing work under this Contract. Phase 1 and 2 clearances must be favorably completed before an employee can be granted full access to County's facilities under terms of this Contract. The Sheriff's Department Custody Division Coordinator will have the over-all authority for denying facility access with proper memoranda supporting security pass denial, or, if previously issued, removal. The County's Project Director will grant access via the application and orientation process.

The Contractor will only be notified of the final security determination of its personnel. Specific details will remain confidential, and will not be provided.

The County will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the term of this Contract will be decided upon a case-by-case basis by the County's Project Director and the Custody Division Coordinator.

All Contractor personnel shall be required to safeguard all tools and test equipment in their possession, maintain a detailed written tool inventory and/or equipment and/or parts list, present the written tool inventory at Facility Control, and follow the established sign-in/sign-out procedures upon entry/exit from the facility.

The Contractor shall immediately notify the County's Project Manager regarding any employee re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 business days). The Contractor shall also be required to provide written notification to the County's Project Director, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a County custodial or detention facility.

Violation of the above procedures may result in loss of Contractor's employee security clearance.

5.3.1 Installation Team Members

The Contractor must submit essential clearance information to the County's Project Manager for all installation team members, to permit the required background checks prior to installation activities at each facility.

Installation team members will be issued photo identification cards by the County, which must be presented when requesting admission to a secured facility.

All installation team personnel shall present their photo identification card, and a detailed tool inventory and equipment/parts list upon requesting admission to a facility. Installation team personnel shall be required (at all times) to safeguard tools, test equipment, and parts, and follow specified sign-in/sign-out procedures upon each entry/exit from the facility.

5.4 Personnel Removal and Replacement

The County's Project Manager may, at his/her sole discretion, direct the Contractor to replace any employee deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed a security risk or contrary to the best interest of the County. The Contractor shall immediately remove the employee from his/her post or assignment, and immediately initiate action to replace the employee in a timely manner. The Contractor shall not reassign this employee to any other County facility listed in the Contract, without the written authorization by the County's Project Manager, or his/her designee.

In the event that the removal of a Contractor employee occurs during the employee's response to an emergency system outage, employee replacement shall be provided within the required four (4) hour response, following notification of the removal.

EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

EXHIBITS

Exhibit I: **County Custodial, Detention, and Camp Facilities Inmate Phones**

Exhibit II: **County Custodial / Detention Facility Average Populations**

Exhibit III: **Glossary of Terms**

ATTACHMENTS

Attachment 1: **"Entry Application for Custody Facility" Form**

Attachment 2: **"Monthly Maintenance Report" Sample Form**

EXHIBIT I
COUNTY CUSTODIAL, DETENTION, AND CAMP FACILITIES

TO EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

Summary of L.A County Inmate Phones

	No. of Phones	No. of Phones with 18" Cord
Custody Facilities:	***3323***	***796***
Court Services:	***357***	***28***
Station Jails:	***97***	***0***
Total Current Inmate Phones:	***3777***	***824***
Proposed Phones:	***258***	***0***
Total Phones (including proposed):	*4035*	*824*

STATEMENT OF WORK
Exhibit I
County Custodial, Detention, and Camp Facilities

Probation Department Facilities	Current Telephones	Additional Planned	Call Monitor	Call Record
Barry J. Nidorf Juvenile Hall (BNJH) 16350 Filbert Street, Sylmar, California 91342	64		YES	YES
Central Juvenile Hall (CJH) 1605 Eastlake Avenue, Los Angeles, California 90033	53	24	YES	YES
Los Padrinos Juvenile Hall (LPJH) 7285 Quill Drive, Downey, California 90242	39	24	YES	YES
Camp Clinton B. Afflerbaugh 6631 North Stephens Ranch Road, La Verne, California 91750			NO	NO
Camp David Gonzales 1301 North Las Virgenes Road, Calabasas, California 91302			NO	NO
Camp Karl Holton 12653 Little Tujunga Canyon Road, San Fernando, California 91342			NO	NO
Camp Vernon Kilpatrick 427 South Encinal Canyon Road, Malibu, California 90265			NO	NO
Camp William Mendenhall 42230 North Lake Hughes Road, Lake Hughes, California 93532			NO	NO
Camp Fred Miller 433 South Encinal Canyon Road, Malibu, California 90265			NO	NO
Camp John Munz 42220 North Lake Hughes Road, Lake Hughes, California 93532			NO	NO
Camp Joseph Paige 6601 North Stephens Ranch Road, La Verne, California 91750			NO	NO

STATEMENT OF WORK
Exhibit I
County Custodial, Detention, and Camp Facilities

Probation Department Facilities	Current Telephones	Additional Planned	Call Monitor	Call Record
Camp Glenn Rockey 1900 North Sycamore Canyon Road, San Dimas, California 91773			NO	NO
Camp Louis Routh 12500 Big Tujunga Canyon Road, Tujunga, California 91042			NO	NO
Camp Joseph Scott 28700 North Bouquet Canyon Road, Saugus, California 91350			NO	NO
Camp Kenyon Scudder 28750 North Bouquet Canyon Road, Saugus, California 91350			NO	NO
Dorthy Kirby Center 1500 South McDonell Avenue, Los Angeles, California 90022			NO	NO
Challenger Memorial Youth Center 5300 West Avenue I, Lancaster, California 93532 Camp Gregory Jarvis Camp Ronald McNair Camp Ellison Onizuka Camp Judith Resnik Camp Francis Scobee Camp Michael Smith	15		NO	NO
Total Probation Department Telephones	**171**	**48**		

Note: Requirements for access to Probation Department Facilities shall be coordinated with the Facility Services Director, Officer of the Day, or Camp Services Director.

EXHIBIT II
COUNTY CUSTODIAL/DETENTION FACILITY AVERAGE POPULATIONS

TO EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AVERAGE DAILY INMATE POPULATION (ADIP)

YEAR	ADIP
1989	21,278
1990	22,003
1991	21,442
1992	21,897
1993	20,026
1994	19,943
1995	18,878
1996	18,639
1997	20,793
1998	21,302
1999	20,221
2000	19,297
2001	19,136
2002	19,508
2003	18,066
2004	18,152

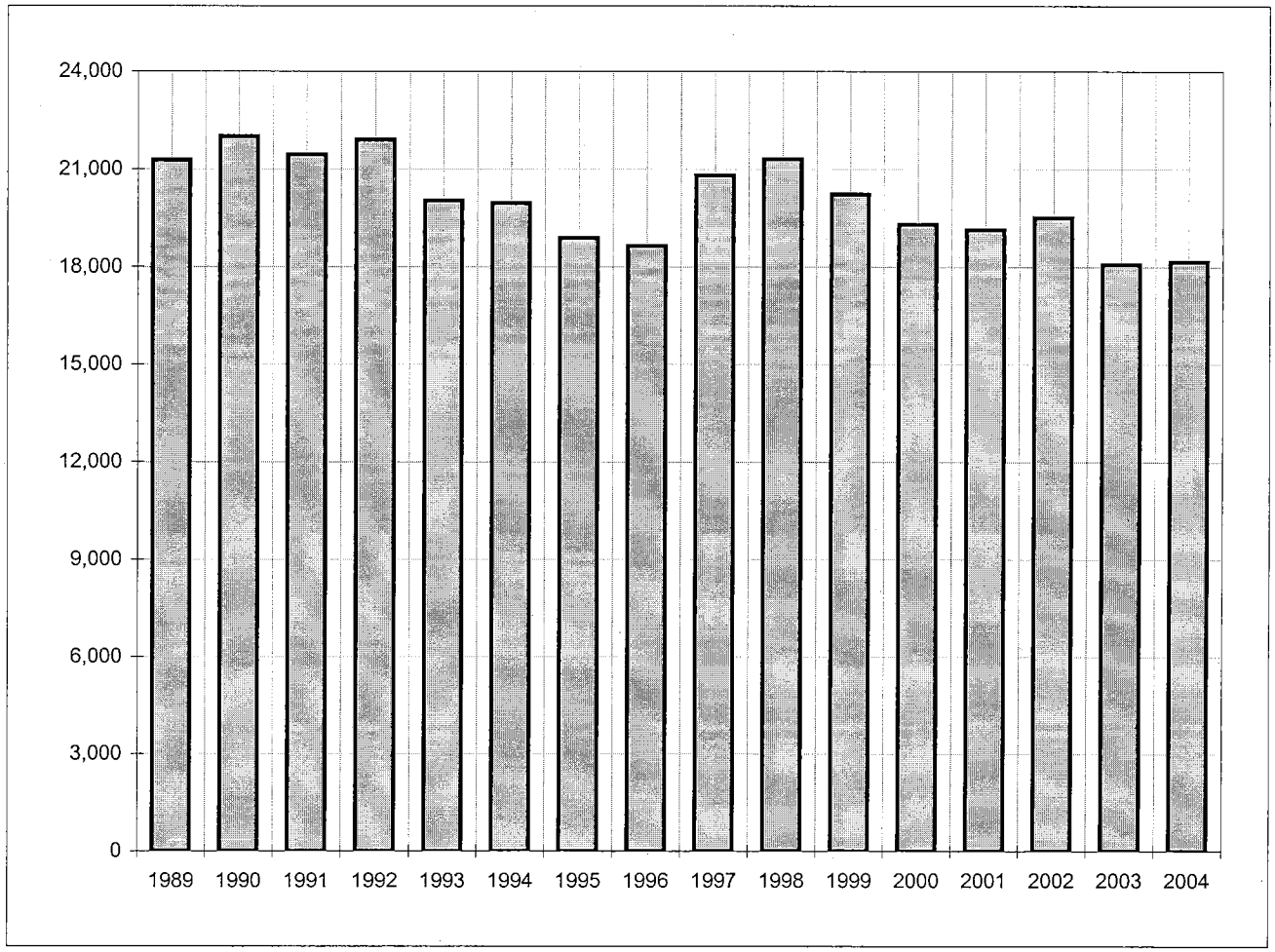

Exhibit II to Exhibit A (SOW)

STATEMENT OF WORK
Exhibit II
Average Daily Inmate Populations
County Custodial, Detention, and Camp Facilities

Probation Department Facilities	Calender Year 2002	Calender Year 2003	Calender Year 2004
Barry J. Nidorf Juvenile Hall (BNJH) 16350 Filbert Street, Sylmar, California 91342	608	643	587
Central Juvenile Hall (CJH) 1605 Eastlake Avenue, Los Angeles, California 90033	481	520	492
Los Padrinos Juvenile Hall (LPJH) 7285 Quill Drive, Downey, California 90242	513	534	479
Camp Clinton B. Afflerbaugh 6631 North Stephens Ranch Road, La Verne, California 91750	113	113	100
Camp David Gonzales 1301 North Las Virgenes Road, Calabasas, California 91302	125	125	111
Camp Karl Holton 12653 Little Tujunga Canyon Road, San Fernando, California 91342	128	128	126
Camp Vernon Kilpatrick 427 South Encinal Canyon Road, Malibu, California 90265	123	123	115
Camp William Mendenhall 42230 North Lake Hughes Road, Lake Hughes, California 93532	105	105	99
Camp Fred Miller 433 South Encinal Canyon Road, Malibu, California 90265	111	111	105
Camp John Munz 42220 North Lake Hughes Road, Lake Hughes, California 93532	106	106	100
Camp Joseph Paige 6601 North Stephens Ranch Road, La Verne, California 91750	112	112	114

STATEMENT OF WORK
Exhibit II
Average Daily Inmate Populations
County Custodial, Detention, and Camp Facilities

Probation Department Facilities	Calender Year 2002	Calender Year 2003	Calender Year 2004
Camp Glenn Rockey 1900 North Sycamore Canyon Road, San Dimas, California 91773	122	122	123
Camp Louis Routh 12500 Big Tujunga Canyon Road, Tujunga, California 91042	87	87	80
Camp Joseph Scott 28700 North Bouquet Canyon Road, Saugus, California 91350	88	88	95
Camp Kenyon Scudder 28750 North Bouquet Canyon Road, Saugus, California 91350	106	106	99
Dorthy Kirby Center 1500 South McDonell Avenue, Los Angeles, California 90022	95	95	90
Challenger Memorial Youth Center 5300 West Avenue I, Lancaster, California 93532 Camp Gregory Jarvis Camp Ronald McNair Camp Ellison Onizuka Camp Judith Resnik Camp Francis Scobee Camp Michael Smith	666	666	605
Total Probation Department ADIP	**3,689**	**3,784**	**3,520**

Note: Requirements for access to Probation Department Facilities shall be coordinated with the Facility Services Director, Officer of the Day, or Camp Services Director.

EXHIBIT III
GLOSSARY OF TERMS

TO EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

GLOSSARY OF TERMS

TERM	DEFINITION
Access surcharge	Charge billed to party responsible for paying the call charges. The surcharge covers the costs associated with the security safeguards and the service tariffs for the first minute of each completed call.
Ad hoc Query	An unscheduled query requiring the ability to access data from all existing platforms and generate customized reports from a systems administration console at a central location within a specified time period.
Amplified handsets	A telephone handset for use by the hearing impaired which allows volume control based on the individual needs of the user.
Annual system management reports	Annual system management reports provided by the contractor's Project Manager shall be a year-to-date report summarizing the information provided in the monthly system management reports and any other reports requested. Annual system management reports shall be for the period July 1 through June 30, which is the county's fiscal year, and reports shall be broken down by location.
Authorized Call List	A list of telephone numbers used to limit an individuals phone calls to pre-approved telephone numbers only.
Average Daily Inmate Population	The sum of the total number of inmates in each day for a particular period of time, then divided by the same number of days in that particular period.
Background check	The department's inquiry into an individual's personal history that provides sufficient information to determine if the individual is eligible to be given permission to enter the secured areas of the county jail facilities.
Blocked calls	All attempted calls that are not connected that contractor has disallowed for reasons of security, bad debt, court order, or un-collectable accounts.
Call Acceptance	Occurs when the called party agrees to accept the incoming call and both parties are able to converse.
CPUC	California Public Utilities Commission regulates telecommunications, electric, natural gas, water, railroad, rail transit and passenger transportation companies. The CPUC is chartered by the State of California to assure consumers have safe, reliable utility service at reasonable rates.
Call records	A digital record, stored as an accessible database on a local computer, of all telephone system activities.

GLOSSARY OF TERMS

TERM	DEFINITION
Clearance information	The individual's personal information needed to complete a background check and clear the individual for entry into the secured areas of the county jail facilities. Personal information includes: name, date of birth, driver's license number, and social security number.
Closure procedures	A process of ensuring that all reported or discovered system problems have been resolved and the system is operating normally.
Collect calls	The call service whose charges are billed, through the use of monthly invoices, to the party receiving the call.
Committed Annual Guarantee	A guaranteed payment that the Contractor is committed to pay to the County each year irrespective of the amount of revenue received.
Communication rooms	Location where multiple phone lines from the facility converge into a central location and are connected with equipment and platforms provided by Contractor.
Completed calls	Attempted calls that are accepted by the receiving party.
Custody Division	The Division in the Los Angeles County Sheriff's Department which oversees custody operations.
Downtime Credit	The reimbursement for monetary loss suffered by County due to lost revenue which is caused by the Contractor's telephone platform failure resulting in system outage or non-emergent system maintenance impacting phone revenue.
Entry Application for Custody Facility	Form used by the Sheriff's Department for initial security screening of individuals requesting access to a custody facility.
Escalation procedures	A process whereby additional resources are allocated and persons notified if a problem cannot be resolved with the assigned service resources.
Essential tools	Any tools and materials required to install, maintain, or repair the telephone systems, instruments, and equipment.
Family plan	A prepaid telephone billing format where an inmate and his/her family share the same billing account and is restricted to a specific dollar amount.
FCC	Federal Communications Commission, the government agency responsible for regulating telecommunications in the United States.

GLOSSARY OF TERMS

TERM	DEFINITION
Follow-on training	Periodically scheduled training throughout the life of the contract provided to Sheriff's Department representatives, who did not receive the initial training in telephone system operation.
Gross inmate call billings	Total claims by contractor against customers for inmate collect call services, reported in the period earned (i.e. sales).
Gross inmate call revenue	Total cash received by contractor from customers in payment of claims for inmate call services, reported in the period received (i.e. customer payments).
Inmate Custodial Account	An account maintained by the County in which an inmate's funds are deposited for their use during their stay in custody. Similar to a bank account.
Inter-Lata	Connection between a carrier in one LATA to a carrier in another LATA.
Inter-State	Interstate is any connection made between two states.
Intra-LATA	Connection between two local exchanges within the LATA. Any connection that originates and terminates within the boundaries of a single LATA.
Intra-State	Intrastate is any connection made that remains within the boundaries of a single state.
LATA (local access transport area)	Geographic area covered by one or more local telephone companies, which are legally referred to as local exchange carriers (LEC's).
Long Distance	Generally, this refers to calls that are placed by the user to destinations outside of their coverage area. The parameters of what constitutes long distance varies by carrier, and is usually outlined in detail in that carrier's rate map brochure.
Monthly Maintenance Report	A detailed report outlining the maintenance performed on a monthly basis to the telephone system and platform installed and maintained by the Contractor.

GLOSSARY OF TERMS

TERM	DEFINITION
Monthly Project Reports	Monthly reports summarizing the operation and maintenance activities broken down by jail facility, court, and station. Probation shall receive a separate report broken down by location. 1. Financial data - calls completed, amounts billed, and commissions earned. 2. Unauthorized call data - unauthorized calls detected. 3. Maintenance data - maintenance performed, system outages, corrective action taken to resolve. Monthly reports shall cover the period from the first of the month to the last day of the month and shall be due on the 5th day of the following month.
Monthly System Management Reports	Monthly reports provided by Contractor's Project Manager to the Sheriff's Inmate Services Unit shall be broken down by jail facility, court, and station. A separate report broken down by location shall be provided to Probation Department. 1. Financial data - call volume, total minutes, amount billed, and commissions earned 2. Maintenance activity - problems encountered, corrective action taken to resolve 3. Summary of complaints - received, corrective action taken to resolve 4. Summary of usage and non-usage by telephone Monthly reports shall cover the period from the first of the month to the last day of the month and shall be due on the 5th day of the following month.

GLOSSARY OF TERMS

TERM	DEFINITION
Multiple carrier agreement	An agreement between one or more telephone service providers to utilize each other's communications systems. A call initiated on one carrier's system may traverse several "competing" systems en route to the destination. The initiating service provider normally acts as the single point of contact for billing purposes.
Non-billable Calls	Attempted calls that are identified as having potential problems in regards to receiving payment for call service charges. Non-billable numbers include destination numbers for which bill payments are determined to be in arrears and/or any destination numbers for which collection of inmate charges is unlikely, such as cell phones, or overseas destinations.
Normal business hours	Monday through Friday, 8:00am to 5:00pm, excluding holidays.
On-line system maintenance	Digital manipulation of the servers, and software that control the monitoring and recording systems for the purpose of troubleshooting, maintenance, upgrades, configuration, and repair of the system.
Orientation	An organized training session, scheduled and conducted by Sheriff's Department personnel. This is a four-hour session, and covers such topics as jail security, ethics, fraternization, respect based leadership, and the safety of both inmates and jail visitors.
Personnel notifications	The process of notifying designated County representatives, of changes in the telephone system's operational status.
Portable Telephone	A telephone instrument platform which can be moved and made operational with minimal difficulty to areas of need within the custody environment.
Pre-paid calls	Calls made wherein an inmate deposits an amount with the Contractor via Sheriff's commissary provider and is then given an equivalent amount of airtime credit through use of a calling card.
Pre-paid phone card	A card provided by the Contractor which allows the telephone user (inmate) the ability to purchase phone time credit for use in the future.
Pre-paid call charge	The call service charges are billed, through the use of a pre-paid phone card, to the party initiating the call; or the charges are billed through the use of a pre-paid debit account.
Preventive Maintenance	Routine scheduled maintenance used to prevent failure of the existing telephone system and platform.
Pro-per inmate	An inmate acting as his/her own attorney and defending his/herself in court against criminal charges.

GLOSSARY OF TERMS

TERM	DEFINITION
Response Time	The time from the County's initial service request to Contractor's commencement of service.
Restricted calls	Calls to or from a location wherein the Contractor limits their telephone service, so that their telephone can only send within a pre-defined geographic area, prevented by court order or Sheriff's policy (i.e. Pro Pers).
Revenue	Gross increase in money received as a result of inmate call services billed.
Routine maintenance	Any maintenance work or activity carried out on a regular basis to prevent deterioration of the telephone system's capability.
Status report	A report which describes the current operating condition of the telephone system, including lists of any pending trouble ticket items, and maintenance which might negatively affect the operation of the telephone system.
Subscriber	An individual, or other entity, who holds a contract for telephone service with a telephone service provider.
System Administration Console	A computerized platform enabling the County to monitor the key functions of the telephone system, make required modifications, access data, and generate business reports upon demand.
System administrator "kill box"	A remote operating station which allows a system administrator to selectively disable, or place limits on any individual telephone instrument within the telephone system.
TAT	The time from County's initial service request to Contractor's completion of service and deficiency resolution (Turn Around Time).
Telephone enclosures	A sheltering enclosure which protects both the user and the telephone instrument from weather and environmental noise.
Telephone instruments	The physical device with which an inmate makes a communication connection to another, distant, point.
Telephone platform	The hardware, software, ancillary equipment, telephone instruments, patents and licenses which are required to operate as an installed point-to-point, telephonic communication and recording system.
Title 15 meetings	Monthly meetings attended by jail facilities' Title 15 coordinators, Inmate Services Unit staff, Sheriff's volunteers, and contract vendors. Issues involving inmate programs, complaints and services are discussed and resolved.

GLOSSARY OF TERMS

TERM	DEFINITION
Trouble ticket closure	An accounting and record keeping system which documents that problems reported by County on a trouble ticket has been repaired, and inactivates that trouble ticket when problem is resolved.
Trouble tickets	A piece of paper or a record in a computer system used to report and manage the resolution of telephone, network, or circuit outages as reported by County.
Turnkey system installation	An entire telephone system which hardware and software assembled and installed by a vendor and sold as a total package.
UL Standards	Underwriters Laboratories Inc. has developed more than 800 Standards for Safety. Standards for Safety are essential to helping insure public safety and confidence, reduce costs, improve quality and market products and services.
Unauthorized calls	Calls made to telephone numbers which are not permitted by Los Angeles County Sheriff's Department. The Sheriff's Department shall provide a list of these numbers and locations to the telephone service provider.
Year-end summary report	Reports summarizing the operations activities that occurred during the contract year.

ATTACHMENT 1
ENTRY APPLICATION FOR CUSTODY FACILITIES FORM

TO EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

Service Provider/ Contractor

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Untruthful or incomplete statements on applications;
Illegal use of drugs within the past three (3) years;
Convicted of bring a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have relative in the Los Angeles County Jail;
Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you.
Please initial here:

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

C.D.L. / I.D. #_____ Date of Birth_____

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

Attachment 1 to Exhibit A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

CONTACT IN CASE OF EMERGENCY:

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

If you answer YES to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used?_____
2. When is the last time you used drugs?_____
3. Are you currently on Parole/Probation?_____
4. Have you been incarcerated within the last five years? (Prison/Jail/Youth Authority/Camp)_____
5. Are you currently under Psychiatric Care?_____
6. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system? If yes, provide the following information:

Name of Inmate Booking # Facility Relationship

7. Have you ever been arrested for murder?_____
8. Have you ever been convicted of a sex crime?_____
9. Have you ever been convicted of a Weapons Violation?_____
10. Are you filling out this application as a condition of employment?_____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian volunteer, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature_____ Date_____

(False information on this application is subject to immediate dismissal)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES

ATTACHMENT

Signature:_____ Date:_____

ATTACHMENT 2
MONTHLY MAINTENANCE REPORT

TO EXHIBIT A
STATEMENT OF WORK

INMATE & JUVENILE TELEPHONE SERVICES

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

AIRPORT COURT 11701 S. LA CIENEGA BLVD, HAWTHORNE		
LOCATION	***# of Phones***	***COMMENTS***
BASEMENT CELL 20	1	
BASEMENT CELL 21	1	
BASEMENT CELL 22	1	
BASEMENT CELL 23	1	
BASEMENT CELL 24	1	
BASEMENT CELL 25	1	
BASEMENT CELL 26	1	
BASEMENT CELL 27	1	
BASEMENT CELL 12	1	
BASEMENT CELL 13	1	
BASEMENT CELL 14	1	
BASEMENT CELL 15	1	
BASEMENT CELL 16	1	
BASEMENT CELL 17	1	
BASEMENT CELL 18	1	
BASEMENT CELL 19	1	
ALHAMBRA COURT 150 W. COMMONWEALTH AVE, ALHAMBRA		
2ND FLR MALE LOCKUP	2	
2ND FLR FEMALE LOCKUP	1	
FLR 2 OUTSIDE LOCKUP	1	
ALTADENA STATION 780 ALTADENA DR, ALTADENA		
INSIDE TRUSTEE RM R/O ENT	1	
COMPTON COURT 200 W. COMPTON BLVD., COMPTON		
MENS DETENTION IN HOLDING TNK BAC	1	
Y RING BELL	1	
BURBANK COURT 300 E. OLIVE AVE, BURBANK		
FLR 1 HOLDING CELL	1	
FLR 2 BEHIND NEW COURT ROOMS	1	
LOCKUP FLR BASEMENT	8	
INSIDE - 2ND FLOOR CUSTODY CELL	1	
INSIDE - 1ST FLOOR CUSTODY CELL	1	
CARSON STATION 21356 S. AVALON BLVD, CARSON		
IN HALL WY TRUSTEE AREA C-O DESFORD	1	
HOLDING CELL	4	
CCB 210 W. TEMPLE ST., LOS ANGELES		
4TH FLR LOCK-UP ENTER THE GARAGE	1	
HOLDING JAIL	1	
SPRING	1	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

CENTRAL ARRAIGNMENT COURT 429 BAUCHET ST., LOS ANGELES		
LOCATION	***# of Phones***	***COMMENTS***
MUNCPL CRT S-END SALLYPORT 253-4	1	
CRT THRU CLERKS OFC SALLYPORT 253-1	1	
MUNICIPAL CRT N-END SALLYPORT 231-15	1	
COURT ARRNMNT BLD CELL 213-S SALY-	1	
COMPTON COURT 200 W. COMPTON BLVD., COMPTON		
9TH FLOOR		
TANK 6-D		
6TH FLR		
HOLDING AREA		
CELL J		
BSMT MENS DETNTN RM B-5	4	
CELL 8	2	
CELL F		
CELL G		
CELL I		
CELL K		
5TH FLR		
DETNTN RM B-53		
BSMNT MENS DETN RM B-5		
10TH FLR MENS CORR		
12TH FLR MENS RM 1236		
BASEMENT		
10TH FLR		
6TH FLOOR	14	
COMPTON STATION 301 S WILLOWBROOK AVE, COMPTON		
TRUSTEE DORM	1	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

CRDF 11701 S. ALAMEDA, LYNWOOD		
LOCATION	***# of Phones***	***COMMENTS***
1400 REC	2	
2100 REC	2	
AREA 2100	5	
AREA 2300	7	
AREA 2400	8	
CRDF UNIT 3200		
CRDF UNIT 3600	2	
CRDF UNIT 3800		
EAST HOUSING E BOOKING	8	
EAST HOUSING E FEMLE HLD RM 9166	3	
EAST HOUSING E MLE HLD RM 9167	7	
EAST HOUSNG E FLR 2	37	
EAST HOUSNG E FLR 3	40	
EAST HOUSNG W FLR 1	20	
MOVEMNT CTR FLR 1	6	
UNIT 1400	3	
UNIT 17 DORM	10	
2000 UNITS	16	
3000 UNITS	28	
WEST HOUSNG FLR 1	30	
WEST HOUSNG FLR 2	36	
WEST HOUSNG FLR 3	45	
CULVER CITY COURT 4130 OVERLAND AVE., CULVER CITY		
HOLDING CELLS	1	
INMATE SVC SCA 82	1	
CULVER CITY COURT 4130 OVERLAND AVE., CULVER CITY		
HLDNG TANK 7	1	
HLDNG TANK 6	1	
HLDNG TANK 8	1	
HLDNG TANK4	1	
HLDNG TANK 1	1	
HLDNG TANK 2	1	
CULVER CITY COURT 4130 OVERLAND AVE., CULVER CITY		
IN HOLD ING TANK RIGHT REAR	2	
BOOKING CELL	2	
TRUSTEE DORM	1	
EL MONTE COURT 11234 VALLEY BLVD., EL MONTE		
GR GLR MALE LOCK UP	2	
FEMALE LOCKUP GR FL	2	
INSTLL IN CELL 2		
CELL 31 LOCKUP GR FL RM B-12 1		
MALE LOCKUP CEL 2 R-SB-12 1		
RM B-12 LEFT OF ELEV CELL 1		
OF ELEV KNOCK ON AUTHORIZED PERS ON		
INSTLL IN CELL 2	2	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

GLENDALE COURT 600 E. BROADWAY, GLENDALE		
LOCATION	***# of Phones***	***COMMENTS***
WOMENS LOCK-UP AREA	1	
HOLLYWOOD COURT 5925 HOLLYWOOD BLVD., LOS ANGELES		
HOLDING TANKS	3	
INGLEWOOD COURT 4331 LENNOX BLVD., INGLEWOOD		
FEMALE CELL 2	2	
MALE BOOKING	5	
CELL 7	1	
JAIL PORTABLE CART CELL 415617	1	
E-O HAWTHORNE BL TRUSTEE AREA	1	
CELL 5	1	
CELL 6	1	
1ST FLR HOLDING CELLS	3	
4TH FLR HOLDING CLL R-O ELEV RM 400	1	
2ND FLR HLDG CELL IN CRTRM 200 SEE B	1	
3RD FLR FLR HOLDING CELLS	2	
Inmate Reception Center 450 Bauchet St. Los Angeles		
Holding Cell 39	6	
Line Up Cell	2	
Booking Front	2	
IRC Release Area	45	
IRC Lobby (Pay Phone)	2	
Incoming Holding Cells	36	
Medical	16	
LCMC 1200 N. State St. Los Angeles		
JAIL WARD RM 13420		
JAIL WARD RM 13440		
JAIL WARD RM 13636		
JAIL WARD RM 13640		
JAIL WARD RM 13441		
JAIL WARD RM 13441		
JAIL WARD RM 13620		
JAIL WARD RM 13621		
JAIL WARD RM 13621		
Lomita Station 26123 Narbonne Ave, Lomita		
IN HOLD ING CELL NO 147 IN BKING A		
ENT FRNT LOBBY HOLDING CALL 146		
BOOKING AREA		

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

Malibu Station 27050 W. Agoura Rd		
LOCATION	***# of Phones***	***COMMENTS***
BOOKING CAGE W-O LOST HLLS RD RM 148		
BOOKING CAGE W-O LOST HILLS RD RM 1		
NXT TO BRIEFING AREA W/O LOST HILLS RD		
Men's Central Jail 441 Bauchet St. Los Angeles		
1700/1750 Hallway	1	
1700/1750	5	
Law Library	7	
Kitchen	1	
2000 Hallway	1	
2100	8	
2100 Hallway	1	
2100 Dayroom	5	
2200	52	
2200 Dayroom	6	
2300	8	
2300 Dayroom	5	
2400	52	
2400 Hallway	1	
2400 Dayroom	4	
2500	23	
2500 Dayroom	3	
2600	52	
2600 Dayroom	0	
2700	8	
2700 Dayroom	5	
2800	52	
2800 Dayroom	12	
2900	7	
2904 (rolling phone)	1	
3000 Control	1	
3000 School		
3000 Roof	25	
3000 Hallway	1	
3100	4	
3100 Dayroom	7	
3200	51	
3200 Dayroom	5	
3300	4	
3301	1	
3400	52	
3400 Dayroom	6	
3500	4	
3500 Dayroom	0	
3600	52	
3600 Dayroom	0	
3700	4	
3700 Hallway	2	

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

Men's Central Jail continued...		
LOCATION	***# of Phones***	***COMMENTS***
3700 Dayroom	7	
3800	52	
3800 Dayroom	12	
4000 Hallway	0	
4300	50	
4400	50	
4400 Hallway	8	
4400 Dayroom	1	
4500 Dayroom	2	
4600	2	
4600 Dayroom	4	
4600 Hallway	2	
4700	50	
4700 Dayroom	8	
4700 Hallway	1	
4800	50	
4800 Dayroom	8	
4800 Hallway	1	
5000 School		
5000 Hallway	2	
5100	6	
5200	6	
5300	6	
5400	6	
5500	8	
5550	86	
5600	6	
5700	6	
5800	6	
5900	6	
6000 Hallway	5	
6050	9	
7000 Hallway	0	
7000 Cells	18	
7100	3	
7200	2	
8000 Hallway	7	
8000 Cells/ Dayrooms	5	
8100	15	
8100 Hallway	1	
9000 Roof	30	
9000 Hallway	1	
9100	6	
9200	6	
9300	6	
9400	6	
9500	12	
Cell 40	11	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

Mental Health **1150 San Fernando Rd., Los Angeles**		
LOCATION	***# of Phones***	***COMMENTS***
HOLDING CELL 4		
CELL 1		
CELL 2		
CELL 3		
Monterey Park Court **201 Centre Plaza Dr., Los Angeles**		
HOLD ING CELL 1	6	
INSIDE	1	
NCCF **29300 N. The Old Rd., Castaic**		
DORM 621		
BLDG 200		
BLDG 200 UNIT 201A		
BLDG 500 FLR 1		
BLDG 500 FLR 2		
BLDG 600 FLR 1		
BLDG 600 FLR 2		
BLDG 700		
BLDG 700 FLR 2		
BLDG 700 NR CONTRL BOOTH		
BLDG 800 FLR 1		
BLDG 800 FLR 2		
BLDG 813		
BLDG 900	3	
BLDG 900 EXERCISE YARD	3	
BLDG 900 PRO PER LIBRARY	2	
DORM 511	5	
DORM 512	6	
DORM 513	7	
DORM 514	5	
DORM 516	5	
DORM 517	7	
DORM 518	6	
DORM 519	6	
DORM 521	6	
DORM 522	4	
DORM 523	6	
DORM 524	6	
DORM 526	6	
DORM 527	6	
DORM 528	6	
DORM 529	6	
DORM 611	6	
DORM 612	6	
DORM 613	6	
DORM 614	6	
DORM 616	4	
DORM 617	6	
DORM 618	6	
DORM 619	5	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

NCCF continued...		
LOCATION	***# of Phones***	***COMMENTS***
DORM 621	5	
DORM 622	8	
DORM 623	5	
DORM 624	6	
DORM 626	5	
DORM 627	5	
DORM 628	6	
DORM 629	6	
DORM 711	6	
DORM 712	6	
DORM 713	6	
DORM 714	4	
DORM 716	5	
DORM 717	6	
DORM 718	5	
DORM 719	5	
DORM 721	6	
DORM 722	6	
DORM 723	6	
DORM 724	6	
DORM 726	6	
DORM 727	6	
DORM 728	6	
DORM 729	6	
DORM 811	5	
DORM 812	6	
DORM 813	5	
DORM 816	5	
DORM 817	6	
DORM 818	6	
DORM 821	7	
DORM 822	6	
DORM 823	6	
DORM 826	6	
DORM 827	6	
DORM 828	6	
DORM 911	2	
DORM 912		
DORM 913	2	
DORM 921	2	
DORM 922	2	
DORM 923	2	
DORM 926	2	
DORM 927	2	
DORM 928	2	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

PASADENA COURT 300 E. WALNUT, LOS ANGELES		
LOCATION	***# of Phones***	***COMMENTS***
MALE LOCK-UP		
MALE LOCK-UP		
MALE LOCK-UP NEW		
MALE LOCK-UP NEW		
FEMALE LOCK-UP		
FEMALE LOCK-UP		
FEMALE LOCK-UP NEW		
FLR 5 ROOM F		
FLR 5 ROOM F		
FLR 1 FEMALE LOCKUP		
FLR 2 MALE LOCK-UP RM 213 TEL NO 1		
FLR 2 MALE LOCK-UP RM 213 TEL NO 1		
FLR 1 FEMALE LOCKUP		
PDC East 29300 N. The Old Rd., Castaic		
BAKERY	14	
BARRACKS	1	
BLDG EAST	1	
BLDG SHOP	12	
DORM 320	25	
DORM 321	4	
DORM 322	17	
DORM 323	7	
DORM 324	11	
DORM 325	10	
DORM 326	12	
DORM 331	12	
DORM 332	7	
DORM 333	11	
DORM 334	12	
DORM 335	9	
DORM 336	12	
DORM 362	4	
EAST EXERCISE YARD	18	
MOD 4 DORM B	1	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

PDC North 29300 N. The Old Rd., Castaic		
LOCATION	***# of Phones***	***COMMENTS***
MOD 1 DORM A	2	
MOD 1 DORM B	8	
MOD 1 DORM C	5	
MOD 1 DORM D	8	
MOD 1 DORM E		
MOD 2 DORM A	6	
MOD 2 DORM B	8	
MOD 2 DORM C	8	
MOD 2 DORM D	8	
MOD 2 DORM E		
MOD 3 DORM A	7	
MOD 3 DORM B	9	
MOD 3 DORM C	8	
MOD 3 DORM D	8	
MOD 3 DORM E		
MOD 4 DORM A	7	
MOD 4 DORM B	5	
MOD 4 DORM C	7	
MOD 4 DORM D	9	
NR RANCH FACILITY FIRE CAMP	2	
PRINT SHOP	1	
RANCH FACILITY BARRACKS 16		
RANCH FACILITY BARRACKS 2	3	
RANCH FACILITY BARRACKS 20	2	
RANCH FACILITY BARRACKS 21	2	
RANCH FACILITY BARRACKS 22	2	
RANCH FACILITY BARRACKS 23		
RANCH FACILITY BARRACKS 23	2	
RANCH FACILITY BARRACKS 24	2	
RANCH FACILITY BARRACKS 25	3	
RANCH FACILITY BARRACKS 26	3	
RANCH FACILITY BARRACKS 27	2	
RANCH FACILITY BARRACKS 7	2	
RANCH FACILITY BARRACKS 9	3	
RNCH FACILITY	4	
RNCH FACILITY BARRACKS 3	2	
RNCH FACILITY DAYROOMS	4	
RNCH FACILITY DORM 323		
SEWING SHOP		
UPPER COMPOUND RANCHO BLDG REC HALL	7	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

PDC South 29300 N. The Old Rd., Castaic		
LOCATION	***# of Phones***	***COMMENTS***
COMPOUND A	17	
COMPOUND B	18	
COMPOUND E	16	
COMPOUND E-O CIRCLE		
COMPOUND G	23	
COMPOUND H	21	
COMPOUND K	21	
COMPOUND M	21	
MED SEC DORMS 4 6 AREA		
SAN PEDRO COURT 505 S. CENTRE DR., SAN PEDRO		
UP GO 2 MARSHLLS OFF 2D FL MENS HLDG		
FLR 1 CELL 1		
FLR 1 CELL 2		
FLR 1 CELL 3		
SANTA CLARITA COURT 23740 MAGIC MOUNTAIN PKWY		
ID CAGE	2	
MALL V	1	
SOUTHGATE MUNICIPAL COURT 8640 CALIFORNIA AVE, SOUTHGATE		
LOCKUP TANK		
WOMENS HOLDING CELL		
MALE HOLDING CELL NO 1 CLOSET TO 2R DR		
TEMPLE STATION 8838 LAS TUNAS DR, TEMPLE CITY		
BOOKING CELL		
BOOKING CELL		
BOOKING CELL		
TRUSTEE DORM W/O ROSEMEAD		
MN BOOK ING CELL		
MN BOOK ING CELL		
TORRENCE COURT 825 MAPLE AVE, TORRANCE		
BASEMMENT MEN'S LOCK-UP		
MEN'S LOCK-UP		
MEN"S LOCK-UP #4		
2ND FLR MUNI COURT MEN'S HOLDING		
2ND FLR MUNI COURT MEN'S HOLDING		
WO- MENS LOCKUP WOMENS DET		
MENS LOCK-UP MENS DETENTION		
MENS LOCK-UP MENS DETN		
TRAFFIC COURT 1945 S. HILL ST, LOS ANGELES		
FLR 3 RM 308 HOLDING TANK TANK DIV	1	
5TH FLR RM 509 HOLDING TANK 2 CELL	1	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

TWIN TOWERS- TOWER 1 450 BAUCHET ST, LOS ANGELES		
LOCATION	***# of Phones***	***COMMENTS***
Holding Cells	26	
131 Outdoor Rec.	7	
131 Indoor Rec.	8	
131 Pods	24	
132 Outdoor Rec.	8	
132 Indoor Rec.	8	
132 Pods	24	
141 Outdoor Rec.	8	
141 Indoor Rec.	8	
141 Pods	24	
142 Outdoor Rec.	8	
142 Indoor Rec.	12	
142 Pods	20	
151 Outdoor Rec.	6	
151 Indoor Rec.	9	
151 Pods	24	
152 Outdoor Rec.	8	
152 Indoor Rec.	8	
152 Pods	22	
161 Outdoor Rec.	8	
161 Indoor Rec.	8	
161 Pods	24	
162 Outdoor Rec.	8	
162 Indoor Rec.	7	
162 Pods	24	
171 Outdoor Rec.	7	
171 Indoor Rec.	7	
171 Pods	23	
172 Outdoor Rec.	4	
172 Indoor Rec.	8	
172 Pods	24	

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

TWIN TOWERS- TOWER 2 450 BAUCHET ST, LOS ANGELES		
LOCATION	***# of Phones***	***COMMENTS***
Outside (Pay Phones)	5	
Outside Visiting RM.(Pay Phones)	1	
231 Outdoor Rec.	3	
231 Indoor Rec.	8	
231 Pods	23	
232 Outdoor Rec.	4	
232 Indoor Rec.	8	
232 Pods	24	
241 Outdoor Rec.	4	
241 Indoor Rec.	8	
241 Pods	24	
242 Outdoor Rec.	4	
242 Indoor Rec.	8	
242 Pods	24	
251 Outdoor Rec.	4	
251 Indoor Rec.	8	
251 Pods	24	
252 Outdoor Rec.	4	
252 Indoor Rec.	8	
252 Pods	24	
261 Outdoor Rec.	4	
261 Indoor Rec.	8	
261 Pods	24	
262 Outdoor Rec.	4	
262 Indoor Rec.	8	
262 Pods	24	
262 Mezzanine Dayroom	2	
271 Outdoor Rec.	4	
271 Indoor Rec.	8	
271 Pods	24	
272 Outdoor Rec.	8	
272 Indoor Rec.	8	
272 Pods	24	
VALENCIA COURT 23747 W. VALENCIA BLVD, SANTA CLARITA		
CRTHSE FMLE LOCKUP 4 ACCI COURT BLD		
MALE LOCK UP SEE CLERM RM 3 CRT HS		
MALE LOCKUP IN COURT BLDG		
VAN NUYS EAST COURT 6230 SYLMAR AVE. MALL V, VAN NUYS		
FLR 4 LOCKUPS		
FLR 4 LOCKUPS		
4TH FLR LOCKUPS		
4TH FLR LOCKUPS		
6TH FLR LOCK UP W END		
CELL 3		
CELL 2		
RM 122		
RM 122		

ATTACHMENT 2
TO EXHIBIT A

MONTHLY MAINTENANCE REPORT

MAINTENANCE CHECK-OFF SHEET MONTH:_____

Van Nuys West Court 14400 Erwin St. Mall V, Van Nuys		
LOCATION	***# of Phones***	***COMMENTS***
CELL 120H ENTR RM 102 GRD FLR		
CELL CELL 121H ENTR RM 102		
CELL 128H ENTR FROM RM 102		
CELL 129H FRM RM 102		
CELL 132H ENTR RM 102		
CELL 133H ENTR RM 102		
CELL 133H ENTR FRM RM 102		
CELL 147 GO 2 MARSHALLS OFC L-O ENT		
WEST HOLLYWOOD STATION 720 N. SAN VINCENTE BLVD, LOS ANGELES		
TRUSTEE AREA 2		
TRUSTEE AREA 1		
BOOKING CAGE NO 2 TEL NO 1		
BOOKING CELL 1 TEL NO 1		
BOOKING CELL 1 TEL NO 2		
BOOKING CELL 2 TEL NO 2		
WEST VALLEY COURT 9425 PENFIELD AVE, CHATSWORTH		
HOLDING CELL M-F	31	

EXHIBIT B

TELEPHONE RATES & PAYMENT SCHEDULE

INMATE & JUVENILE TELEPHONE SERVICES

DECEMBER 2005

EXHIBIT B -- TELEPHONE RATES & PAYMENT SCHEDULE

INMATE & JUVENILE TELEPHONE SERVICES

A. TELEPHONE RATES

	PREPAID CALLS					COLLECT CALLS			
	LOCAL (0 - 20 miles)	INTRA-LATA	INTER-LATA	INTER-STATE	INTERNATIONAL	LOCAL * (0 - 20 miles)	INTRA-LATA *	INTER-LATA	INTER-STATE
	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
DAY (8.01am to 5.00pm)									
1st Minute including all fees and surcharges	3.19	3.19	3.32	4.63	No Set Up Fees	3.54	3.54	3.69	4.85
Each Additional Minute	0.09	0.09	0.62	0.80	See Per minute rates attached	0.10	0.10	0.69	0.89
EVENING (5.01pm to 11.00pm)									
1st Minute including all fees and surcharges	3.19	3.19	3.32	4.63	No Set Up Fees	3.54	3.54	3.69	4.85
Each Additional Minute	0.09	0.09	0.62	0.80	See Per minute rates attached	0.10	0.10	0.69	0.89
NIGHT (11.01pm to 8.00am the following day)									
1st Minute including all fees and surcharges	3.19	3.19	3.32	4.63	No Set Up Fees	3.54	3.54	3.69	4.85
Each Additional Minute	0.09	0.09	0.62	0.80	See Per minute rates attached	0.10	0.10	0.69	0.89
WEEKENDS (Saturdays & Sundays 8.01am to 8.00am the following day)									
1st Minute including all fees and surcharges	3.19	3.19	3.32	4.63	No Set Up Fees	3.54	3.54	3.69	4.85
Each Additional Minute	0.09	0.09	0.62	0.80	See Per minute rates attached	0.10	0.10	0.69	0.89

* See attached Rate Schedule for actual Rate Computation for different Local, Intra-Lata, Collect, Time of the Day and Distance Calls. The per minute rates shown are averages based on current call data.

SBC Inmate Collect Call Usage Rates

CALIFORNIA

Local Usage									
	Miles	**DAY**			**EVENING**			**NIGHT**	
	0 -12	1ST MIN.	ADD'L MIN.		1ST MIN.	ADD'L MIN.		1ST MIN.	ADD'L MIN.
		0.1530	0.0759		0.1151	0.0569		0.0677	0.0569
IntraLata Toll Usage									
		DAY			**EVENING**			**NIGHT**	
	MILES	1ST MIN.	ADD'L MIN.		1ST MIN.	ADD'L MIN.		1ST MIN.	ADD'L MIN.
	0 -12	0.1530	0.0759		0.1151	0.0569		0.0677	0.0569
	13 - 16	0.1530	0.0759		0.1151	0.0569		0.0677	0.0569
	17 - 20	0.1530	0.0759		0.1151	0.0569		0.0677	0.0569
	21 - 25	0.1910	0.1327		0.1625	0.1138		0.1056	0.0853
	26 - 30	0.1910	0.1327		0.1625	0.1138		0.1056	0.0853
	31 - 40	0.1910	0.1327		0.1625	0.1138		0.1056	0.0853
	41 - 50	0.2194	0.1517		0.1720	0.1233		0.1341	0.0948
	51 - 70	0.2194	0.1517		0.1720	0.1233		0.1341	0.0948
	70 +	0.2479	0.1991		0.1815	0.1422		0.1625	0.1422

EXHIBIT B -- TELEPHONE RATES & PAYMENT SCHEDULE

INMATE & JUVENILE TELEPHONE SERVICES

B. COMMISSION PAYMENTS

1. **Committed Annual Guarantee (CAG) Payment offered per year for each of the following departments;**

Sheriff's Department :	**$17,000,500**
Probation Department :	**$166,500**

2. **Commission Rate expressed as a percentage of the Total Billable Amount for each year of the Agreement;**

52 %

(If the total revenue generated on the basis of this commission rate is larger than the Committed Annual Guarantee Payment above, only the difference amount will need to be paid to the County on top of the CAG payment.)

3. **The CAG Payment will be paid at the beginning of each year of the Agreement.**

COUNTRY CODE	COUNTRY	PER MIN RATE
7	RUSSIA	2.00
20	EGYPT (ARAB REPUBLIC OF)	2.00
27	SOUTH AFRICA (REPUBLIC OF)	2.00
30	GREECE	1.25
31	NETHERLANDS (KINGDOM OF THE)	1.25
32	BELGIUM	1.25
33	FRANCE/MONOCO	1.25
33	MONACO/FRANCE	1.25
34	SPAIN/BALERIC ISLANDS/CANARY ISLANDS	1.25
36	HUNGARY (REPUBLIC OF)	2.00
39	ITALY/VATICAN CITY	1.25
40	ROMANIA	2.00
41	SWITZERLAND/LIECHTENSTEIN	1.25
41	LICHTENSTEIN/SWITZERLAND	1.25
42	SLOVAKIA/CZECH REPUBLIC	2.00
42	CZECH REPUBLIC/SLOVAKIA	2.00
43	AUSTRIA	1.25
44	ENGLAND (UNITED KINGDOM)	1.25
44	GREAT BRITAIN (UNITED KINGDOM)	1.25
44	UNITED KINGDOM OF GREAT BRITAIN & NORTHERN IR	1.25
45	DENMARK/PALM ISLAND	1.25
45	PALM ISLAND/DENMARK	1.25
46	SWEDEN	1.25
47	NORWAY	1.25
48	POLAND (REPUBLIC OF)	2.00
49	GERMANY (FEDERAL REPUBLIC OF)	1.25
51	PERU	2.00
52	MEXICO - ALL BANDS	1.25
53	GUANTANAMO/CUBA	2.00
53	CUBA/GUANTANAMO	2.00
53	CHRISTMAS ISLAND	2.00
54	ARGENTINE REPUBLIC	2.00
55	BRAZIL (FEDERATIVE REPUBLIC OF)	2.00
56	CHILE	1.25
56	EASTER ISLAND	1.25
57	COLOMBIA (REPUBLIC OF)	2.00
58	VENEZUELA (REPUBLIC OF)	2.00
60	MALAYSIA	2.00
61	AUSTRALIA	1.25
61	COCOS-KEELING ISLANDS	1.25
62	INDONESIA (REPUBLIC OF)	2.00
63	PHILIPPINES (REPUBLIC OF THE)	2.00
64	NEW ZEALAND	1.25
64	CHATHAM ISLAND	1.25
65	SINGAPORE (REPUBLIC OF)	1.25
66	THAILAND	2.00
81	JAPAN	1.25
82	KOREA -SOUTH	1.25
84	VIET NAM (SOCIALIST REPUBLIC OF)	3.00
86	CHINA (PEOPLE'S REPUBLIC OF)	2.00
90	TURKEY	2.00
91	INDIA (REPUBLIC OF)	2.00
92	PAKISTAN (ISLAMIC REPUBLIC OF)	2.50
93	AFGHANISTAN	4.00
94	SRI LANKA (DEMOCRATIC SOCIALIST REPUBLIC OF)	2.50
95	MYANMAR/BURMA	3.00
95	BURMA/MYANMAR	3.00
98	IRAN (ISLAMIC REPUBLIC OF IRAN)	3.00
212	MOROCCO (KINGDOM OF)	2.00
213	ALGERIA	2.00
216	TUNISIA	2.00
218	LIBYA (SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIR	2.00
220	GAMBIA (REPUBLIC OF THE)	2.00
221	SENEGAL (REPUBLIC OF)	3.00
222	MAURITANIA (ISLAMIC REPUBLIC OF)	2.50
223	MALI (REPUBLIC OF)	3.00
224	GUINEA (REPUBLIC OF)	2.50

COUNTRY CODE	COUNTRY	PER MIN RATE
354	ICELAND	2.00
355	ALBANIA	2.00
356	MALTA	2.00
357	CYPRUS (REPUBLIC OF)	2.00
358	FINLAND	1.25
359	BULGARIA (REPUBLIC OF)	2.00
370	LITHUANIA (REPUBLIC OF)	2.00
371	LATVIA (REPUBLIC OF)	2.00
372	ESTONIA (REPUBLIC OF)	2.00
373	MOLDOVA (REPUBLIC OF)	2.00
374	ARMENIA (REPUBLIC OF)	2.00
375	BELARUS (REPUBLIC OF)	2.00
376	ANDORRA	1.25
377	MONACO (PRINCIPALITY OF)	1.25
378	SAN MARINO (REPUBLIC OF)	2.00
379	VATICAN CITY STATE (ITALY)	1.25
380	UKRAINE	2.00
381	YUGOSLAVIA & SERBIA (FEDERAL REPUBLIC OF)	2.00
381	SERBIA & YUGOSLAVIA	2.00
385	CROATIA (REPUBLIC OF)	2.00
386	SLOVENIA (REPUBLIC OF)	1.25
387	BOSNIA AND HERZEGOVINA (REPUBLIC OF)	2.00
389	MACEDONIA	2.00
420	CZECH REPUBLIC	2.00
421	SLOVAK REPUBLIC	2.00
441	BERMUDA	1.25
473	GRENADA	2.00
500	FALKLAND ISLANDS (MALVINAS)	3.00
500	MALVINAS (FALKLAND ISLAND)	3.00
501	BELIZE	2.00
502	GUATEMALA (REPUBLIC OF)	2.00
503	EL SALVADOR (REPUBLIC OF)	2.00
504	HONDURAS (REPUBLIC OF)	2.00
505	NICARAGUA	2.00
506	COSTA RICA	2.00
507	PANAMA (REPUBLIC OF)	2.00
508	MIQUELON/ST. PIERRE	2.00
508	ST PIERRE/MIQUELON	2.00
509	HAITI (REPUBLIC OF)	2.00
590	GUADELOUPE (FRENCH DEPARTMENT OF)	2.00
591	BOLIVIA (REPUBLIC OF)	2.00
592	GUYANA	2.50
593	ECUADOR	2.00
594	FRENCH GUIANA	2.00
595	PARAGUAY (REPUBLIC OF)	2.00
596	MARTINIQUE/FRENCH ANTILLES	2.00
596	FRENCH ANTILLES/MARTINIQUE	2.00
597	SURINAME	3.00
598	URUGUAY (EASTERN REPUBLIC OF)	2.00
599	NETHERLANDS ANTILLES	2.00
599	CURACAO	2.00
649	TURKS/CAICOS	2.00
649	CAICOS/TURKS	2.00
664	MONTSERRAT	2.00
670	NO MARIANA ISLANDS	2.00
670	MARIANA ISLANDS	2.00
670	EAST TIMOR	2.00
671	NORFOLK ISLAND (AUSTRALIAN EXTERNAL TERRITORI	1.25
671	GUAM	1.25
672	CHRISTMAS & COCOAS (AUSTRALIAN EXTERNAL TERRI	2.00
672	AUSTRALIAN EXTERNAL TERRITORIES	2.00
672	NORFOLK ISLAND	2.00
672	ANTARCTICA	2.00
673	BRUNEI DARUSSALAM	2.00
674	NAURU (REPUBLIC OF)	3.00
675	PAPUA NEW GUINEA	2.00
676	TONGA (KINGDOM OF)	3.00

COUNTRY CODE	COUNTRY	PER MIN RATE
225	IVORY COAST (COTE D' IVOIRE)	3.00
225	COTE D' IVOIRE (IVORY COAST)	3.00
226	BURKINA FASO	2.00
227	NIGER (REPUBLIC OF THE)	2.50
228	TOGOLESE REPUBLIC	2.50
229	BENIN (REPUBLIC OF)	2.00
230	MAURITIUS (REPUBLIC OF)	3.00
231	LIBERIA (REPUBLIC OF)	2.00
232	SIERRA LEONE	2.50
233	GHANA	2.00
234	NIGERIA (FEDERAL REPUBLIC OF)	2.00
235	CHAD (REPUBLIC OF)	4.00
236	CENTRAL AFRICAN REPUBLIC	3.00
237	CAMEROON (REPUBLIC OF)	2.50
238	CAPE VERDE (REPUBLIC OF)	2.00
239	SAO TOME AND PRINCIPE (DEMOCRATIC REPUBLIC OF	4.00
240	EQUATORIAL GUINEA (REPUBLIC OF)	4.00
241	GABONESE REPUBLIC	2.50
242	CONGO (REPUBLIC OF THE)	2.50
242	BAHAMAS	1.25
243	ZAIRE (REPUBLIC OF)	2.50
243	CONGO (DEM REPUBLIC OF)	2.50
244	ANGOLA (REPUBLIC OF)	2.50
245	GUINEA-BISSAU (REPUBLIC OF)	2.50
246	BARBADOS	2.00
246	DIEGO GARCIA	3.00
247	ASCENSION	3.00
248	SEYCHELLES (REPUBLIC OF)	3.00
249	SUDAN (REPUBLIC OF THE)	2.50
250	RWANDESE REPUBLIC	3.00
251	ETHIOPIA (FEDERAL DEMOCRATIC REPUBLIC OF)	3.00
252	SOMALI DEMOCRATIC REPUBLIC	3.00
253	DJIBOUTI (REPUBLIC OF)	2.50
254	KENYA (REPUBLIC OF)	2.00
255	TANZANIA (UNITED REPUBLIC OF)	2.00
255	ZANZIBAR	2.00
256	UGANDA (REPUBLIC OF)	2.00
257	BURUNDI (REPUBLIC OF)	3.00
258	MOZAMBIQUE (REPUBLIC OF)	2.50
260	ZAMBIA (REPUBLIC OF)	2.00
261	MADAGASCAR (REPUBLIC OF)	3.00
262	REUNION (FRENCH DEPARTMENT OF)	3.00
262	FRENCH DEPARTMENT OF REUNION	3.00
263	ZIMBABWE (REPUBLIC OF)	2.00
264	NAMIBIA (REPUBLIC OF)	2.00
264	ANGUILLA	2.00
265	MALAWI	2.00
266	LESOTHO (KINGDOM OF)	2.00
267	BOTSWANA (REPUBLIC OF)	2.00
268	ANTIGUA/BARBUDA	2.00
268	SWAZILAND (KINGDOM OF)	2.00
268	BARBUDA	2.00
269	MAYOTTE ISLAND/COMOROS	3.00
269	COMOROS/MAYOTTE ISLAND	3.00
284	BRITISH VIRGIN ISLANDS	2.00
290	ST HELENA	3.00
291	ERITREA	3.00
297	ARUBA	2.00
298	DENMARK (FAREOE ISLANDS)	1.25
298	FAREOE ISLANDS (DENMARK)	1.25
299	GREENLAND (DENMARK)	2.00
340	US VIRGIN ISLANDS	1.25
345	CAYMAN ISLANDS	2.00
350	GIBRALTER	2.00
351	PORTUGAL/MADERA/AZORES	1.25
352	LUXEMBOURG	1.25
353	IRELAND	1.25

COUNTRY CODE	COUNTRY	PER MIN RATE
677	SOLOMON ISLANDS	3.00
678	VANUATU (REPUBLIC OF)	3.00
679	FIJI (REPUBLIC OF)	2.50
680	PALAU (REPUBLIC OF)	3.00
681	WALLIS & FUTUNA (TERRITOIRE FRANÇAISE D'OUTRE	2.00
682	COOK ISLANDS	4.00
683	NIUE	4.00
684	AMERICAN SAMOA	2.00
685	WESTERN SAMOA (INDEPENDENT STATE OF)	2.50
686	KIRIBATI/KIRGHZIA	3.00
687	NEW CALEDONIA (TERRITOIRE FRANÇAISE D'OUTRE-M	2.50
688	TUVALU	3.00
689	TERRITOIRE FRANCAISE D' OUTRE-MER (FRENCH POL	3.00
689	FRENCH POLYNESIA (TERRITOIRE FRANÇAISE D'OUTR	3.00
690	TOKELAU	2.50
691	MICRONESIA (FEDERATED STATES OF)	2.50
692	MARSHALL ISLANDS (REPUBLIC OF THE)	2.00
758	ST LUCIA	2.00
767	DOMINICA	2.00
784	ST VINCENT GRENADINES UNION ISLAND	2.00
784	UNION ISLAND/ST VINCENT	2.00
787	PUERTO RICO	1.25
808	WAKE ISLAND	1.25
808	MIDWAY ISLAND	1.25
809	DOMINICAN REP.	1.25
850	KOREA - NORTH	3.00
852	HONG KONG	1.25
853	MACAU	2.00
855	CAMBODIA (KINGDOM OF)	3.50
856	LAO PEOPLE'S DEMOCRATIC REPUBLIC	3.50
868	TABAGO/TRINIDAD	2.00
868	TRINIDAD/TABAGO	2.00
869	ST KITTS/NEVIS	2.00
869	NEVIS/ST. KITTS	2.00
870	INMARSAT (SNAC)	25.00
871	INMARSAT (ATLANTIC OCEAN-EAST)	25.00
872	INMARSAT (PACIFIC OCEAN)	25.00
873	INMARSAT (INDIAN OCEAN)	25.00
874	INMARSAT (ATLANTIC OCEAN-WEST)	25.00
876	JAMAICA	2.00
880	BANGLADESH (PEOPLE'S REPUBLIC OF)	2.50
886	TAIWAN	1.25
939	PUERTO RICO	NULL
960	MALDIVES (REPUBLIC OF)	3.00
961	LEBANON	2.50
962	JORDAN (HASHEMITE KINGDOM OF)	2.50
963	SYRIAN ARAB REPUBLIC	2.50
964	IRAQ (ISLAMIC REPUBLIC OF IRAQ)	3.00
965	KUWAIT (STATE OF)	2.50
966	SAUDI ARABIA (KINGDOM OF)	2.50
967	YEMEN ARAB REPUBLIC	2.50
968	SULTANATE OF OMAN	2.50
968	OMAN (SULTANATE OF)	2.50
970	PALESTINIAN SETTLEMENTS	2.00
971	UNITED ARAB EMIRATES (UAE)	2.00
972	ISRAEL (STATE OF)	1.25
973	BAHRAIN (STATE OF)	2.00
974	QATAR (STATE OF)	2.50
975	BHUTAN (KINGDOM OF)	3.00
976	MONGOLIA	3.50
977	NEPAL	3.00
992	TAJIKISTAN	2.50
994	AZERBAIJANI REPUBLIC	2.00
995	GEORGIA	2.50
996	KYRGYZ REPUBLIC	2.50
996	TURKMENISTAN	2.50
998	UZBEKISTAN (REPUBLIC OF)	2.00

EXHIBIT C

PERFORMANCE REQUIREMENT SUMMARY

TO THE CONTRACT

BETWEEN THE COUNTY OF LOS ANGELES

AND

PACIFIC BELL TELEPHONE COMPANY, Doing Business As SBC, CALIFORNIA

FOR

INMATE & JUVENILE TELEPHONE SERVICES

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
SOW: 3.1 – Develop a Project Control Document	Contractor shall create and deliver to County, within thirty (30) days of the Contract Effective Date, Project Control Documents, for Sheriff's Department and Probation Department, consistent with the Statement of Work. The contents of each Project Plan will include; 1. Introduction; 2. Executive Summary; 3. Project Mission & Objectives; 4. Project Scope; 5. Work Breakdown Structure; 6. Master Project Schedule; 7. Acceptance Test Plan; 8. Change Control Plan; 9. Project Team; Risk Assessment & Management.	Inspection of the Project Control Document	$ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the County's Project Director.
SOW: 3.5.6.9 – Quality Assurance Inspections	The Contractor shall schedule and conduct monthly quality assurance inspections to ensure that inmate telephones at each of the County's custody, detention, and camp facilities are maintained in good working order. These monthly inspections shall be documented in the monthly maintenance reports.	Inspection of monthly maintenance reports	$ 300.00 for each failure to conduct monthly inspections unless prior approval for non-compliance by Contractor has been granted by the County's Project Director.
SOW: 3.5.6.10 – Regular Management Meetings	The Contractor's Project Manager and/or designee shall attend regularly scheduled management meetings, including Title 15 meetings, organized by the County's Project Director to discuss inmate telephone services and related issues, including, but not limited to, telephone usage, billing, administration, inmate complaints, and problems encountered by County and Contractor.	Inspection of management meeting records/reports	$ 300.00 for each failure to attend such meetings unless prior approval for non-compliance by Contractor has been granted by the County's Project Director.

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
SOW: 3.5.7 – Investigation of Complaints and/or Billing Errors	The Contractor shall provide the means for the timely investigation of inmate complaints pertaining to inmate telephone system operations and/or billing errors. Results of the investigation and any corrective action taken shall be provided in writing to the County's Project Manager within ten (10) working days following the Contractor's notification of the complaint and/or billing error.	Inspection of monthly reports and service logs	$ 100.00 per day for each report received late, unless prior approval for late delivery by Contractor has been granted by the County's Project Director.
SOW: 4.1.1 – Fortnightly Status Reports During the System Integration Period	Contractor shall prepare and present Fortnightly Status Reports to Sheriff Department and Probation Department that, at a minimum, state the period covered by the report; project progress and plans; issues tracking, including deficiencies; project schedule including Work scheduled for completion which was completed and work scheduled for completion which was not completed; updates to the Project Control Document; project risks identified through the quality assurance process; and any other information that Sheriff Department and Probation Department may reasonably require.	Inspection of weekly status reports	$ 100.00 per day for each report received late, unless prior approval for late delivery by Contractor has been granted by the County's Project Director.
SOW: 4.2 – Monthly Project Reports	The Contractor shall be required to submit monthly Project Reports, pertaining to the operation and maintenance of the County's inmate telephone systems. Monthly reports shall be for the period including 1st day of the	Inspection of reports	$ 100.00 per day for each report received late, unless prior approval for late delivery by Contractor has been granted by the County's Project Director.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
	month through the last day of the month. Such reports are listed at SOW 4.2. The Contractor's written reports shall utilize Microsoft Word or Corel WordPerfect for the narrative portions, and Microsoft Excel for the inmate billing and commissions earned reports. The Contractor's written reports are due not later than 5:00 P.M. on the 5th business day of the month reporting on inmate telephone services for the prior month.		
SOW: 4.3 – Inmate Telephone Services Year-End Summary Report	The Contractor shall submit Year-End Summary Reports pertaining to the operation of the County's inmate telephone systems. The reports shall include, but not be limited to: Year-End Summary of Inmate Calls, Minutes, Amounts Billed, MAG Earned, un-collectibles and recovered un-collectibles including any accounts receivables sold during the year. Each year, within sixty days of the end of the contract year, the Contractor will meet with the County Project Director and provide a comprehensive report of inmate call activity for the contract year. This report will minimally include call frequency, call minutes, and call revenue/billable for the following call types, listed both by facility and cumulatively: local collect, local pre-paid, intra-LATA collect, intra-LATA pre-paid, inter-LATA collect, inter-LATA	Inspection of reports	$ 300.00 per day for each report received late, unless prior approval for late delivery by Contractor has been granted by the County's Project Director.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
	pre-paid, interstate collect, interstate pre-paid, international pre-paid. These reports will be available to the Inmate Services Unit System Administration Console only. The Contractor's Year-End Summary Reports are due not later than 5:00p.m., on the fifth (5th) business day of the month following Contract Year-End, reporting on inmate telephone services for the subject Contract year. The Contract year shall always end on the last day of the month, for the month immediately preceding the month in which the Contract was awarded.		

EXHIBIT D

MAINTENANCE AND SUPPORT

TO THE CONTRACT

BETWEEN THE COUNTY OF LOS ANGELES

AND

PACIFIC BELL TELEPHONE COMPANY, Doing Business As SBC, CALIFORNIA

FOR

INMATE & JUVENILE TELEPHONE SERVICES

EXHIBIT D
MAINTENANCE & SUPPORT

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of the Contract or, if not defined therein, in Exhibit A (Statement of Work), or the glossary thereto. The rules of construction set forth in Section 1.3 (Construction) of the Contract apply to this Exhibit.

I. SYSTEM MAINTENANCE

A. SUPPORT SERVICES:

"Maintenance Services" refer collectively to all services described in sections (1) through (7).

"Corrective Maintenance" refers to all labor, parts and materials necessary to correct any Deficiency.

(1) Inmate Telephone Equipment

Without any deduction from amounts payable to the County by Contractor, during the Term, Contractor shall: (a) provide all necessary labor, parts, materials to maintain the Inmate Telephone Equipment in good working order. "Inmate Telephone Equipment" is defined as all telephones, and related wiring, cables, and conduit.

Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC) or the Contractor's equipment. If the Contractor determines that an entity other than Contractor is at fault, then the Contractor must contact that entity and negotiate the desired services. If the failure is determined to be the fault of the Contractor's equipment, hardware, software or wiring, the problem shall be corrected by the Contractor at no cost to the County.

(2) Inmate Telephone Monitoring System/Inmate Telephone Platform

Without any deduction from amounts payable to the County by Contractor, during the Term, Contractor shall: (a) provide all necessary labor, parts, materials and software to maintain the Inmate Telephone Monitoring System. The Inmate Telephone Monitoring System is defined as all Contractor supplied equipment, work stations, computers (including hard

drives, CD drive/writers), monitors, keyboards, modems, printers, storage devices and system software necessary for the monitoring or recording of inmate telephone calls, and reproduction, review and duplication of recordings as specified in the Statement of Work. The Contractor shall provide 24 hour technical support for the Inmate Telephone Monitoring System. The technical support shall be available by telephone via a toll free number. Maintenance of workstations or computer system software may be conducted remotely by the Contractor via modem or network. If the routine maintenance or updating of the system software will knowingly render the workstation or computer inaccessible during the maintenance or update process the Contractor must give 12 hour advanced notice via e-mail or electronic messaging to the County Project Manager. The e-mail or electronic message shall state at what time the maintenance or updating process will occur so that the County may schedule around those processes. If the routine maintenance or updating of the system software will knowingly deactivate existing monitoring or recording processes the Contractor shall give the County 24 hours advance notice via e-mail or electronic messaging to the County Project Manager. An acknowledgment from the County shall be necessary prior to conducting such maintenance or system software updates; and (b) provide Corrective Maintenance for the Inmate Telephone Monitoring System

Inmate Telephone Platform is defined as switches, routers, servers, modems, platforms, consoles and all other related equipment, including all equipment and software necessary to generate all reports described in Section 4.0 of Exhibit A (Statement of Work). Maintenance services shall be provided (a) in compliance with the equipment manufacturer's specifications throughout the Term; and (b) provide Corrective Maintenance for the Inmate Telephone Platform.

(3) County shall receive ongoing support from the Contractor for the generation of the reports described in Section 4.0 of Exhibit A (Statement of Work) The reports shall be able to compile information from data that is six months old.

(4) Corrective Maintenance shall be either of a critical support nature or of a routine support nature, depending on the Severity Level of the Deficiency for which County is requesting Corrective Maintenance, as such Severity Level is finally determined by County Project Manager. Contractor shall assist County with those activities comprising Deficiency

determination, although County Project Manager shall reasonably determine finally the Severity Level for all Deficiencies. Deficiency determination includes the activities associated with engaging in a service request, reviewing service activity, assessing issues, trouble shooting, and developing a Deficiency statement. The Deficiency statement is used to determine the category of service required to further investigate the Deficiency, develop a resolution, communicate the resolution, execute the resolution, and confirm the results. For purposes of this Exhibit D (Maintenance and Support), where a Deficiency affects both the Inmate Telephone Equipment and Inmate Telephone Monitoring System/Inmate Telephone Platform, it shall be treated as a Deficiency in Inmate Telephone Monitoring System/Inmate Telephone Platform and Contractor shall respond in conformity with Schedule II to this Exhibit.

(5) Contractor shall furnish and perform critical support services through Contractor's Technical Support Center and on-site support as needed for support of the System. The Technical Support Center shall be staffed by live personnel twenty-four (24) hours per day, seven (7) days per week. Critical support services shall be reported as Severity Level "1" and "2", as described on the Maintenance Schedules attached as Schedules I and II to this Exhibit, (such schedules are hereafter referred to as the "Maintenance Schedules").

In respect of County service requests determined to be Severity Level "1" or "2" Deficiencies, Contractor shall meet the response times and Turnaround Times (hereafter sometimes referred to as "TATs") set forth on the Maintenance Schedules for such Deficiencies.

(6) Routine support services are generally non-critical in nature and shall be reported as Severity Level "3" and "4" requests. Routine support services are delivered, managed, and reported through Contractor's Technical Support Center. Contractor shall provide routine support services during normal business and onsite support as needed. Based on the nature and severity of the issue, routine support service Deficiencies are assigned a Severity Level "3" or "4".

In respect of County service requests determined to be Severity Level "3" or "4" Deficiencies, Contractor shall meet the TATs set forth on the Maintenance Schedules for such Deficiencies.

(7) Corrective Maintenance shall be performed as follows:

(a) County may request Corrective Maintenance by internet, e-mail, telephone, or facsimile. Requests involving the Technical Support Center should be made by designated County support staff

(b) As part of Corrective Maintenance, County shall endeavor reasonably to provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect and correct the Deficiency, but regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of Deficiencies.

(c) Contractor shall correct Deficiencies in accordance with the timetables set forth in the Maintenance Schedules in this Exhibit.

B. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide Maintenance Services, County:

(1) Agrees that any appropriate Sheriffs Department or Probation Department employee shall be authorized to request and receive Maintenance Services on behalf of the County.

(2) Must provide Contractor with reasonable access to the System during the times requested by Contractor subject to County facility's access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for Maintenance Services purposes and shall be subject to Contractor's obligations to protect proprietary and confidential information set forth in this Contract.

(3) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure given notice within the time frame set forth in this subsection (3) shall not relieve Contractor from its obligation to resolve the Deficiency once County has so informed Contractor;

C. DOWNTIME CREDIT FOR INMATE TELEPHONE EQUIPMENT

(1) Downtime credit shall accrue under this Exhibit D for any Deficiency in the operation of the Inmate Telephone Equipment determined to be Severity Level "1", "2", "3" or "4" if the deficiency is determined to be caused by the Inmate Telephone Equipment. This encompasses items such as broken handsets, broken handset cords, faulty wiring, etc. Each Severity Level will carry its own downtime credit as set forth in Maintenance Schedule I (Maintenance Schedule; Inmate Telephone Equipment.) If the Inmate Telephone Equipment is inoperable due to the Inmate Monitoring Equipment or Inmate Telephone Platform then Downtime Credit For Inmate Monitoring Equipment/Inmate Telephone Platform under section D. (1) and Deficiency Credit under section D. (2) will apply.

D. DOWNTIME CREDIT AND DEFICIENCY CREDIT FOR INMATE MONITORING EQUIPMENT/INMATE TELEPHONE PLATFORM

(1) Downtime credit shall accrue under this Exhibit D for any Deficiency in the operation of the Inmate Monitoring Equipment/Inmate Telephone Platform determined to be Severity Level "1", "2", or "3" as described in Maintenance Schedule II. Maintenance Schedule/Inmate Telephone Monitoring System/Inmate Telephone Platform.

The County will receive downtime credit under this Section D. (1), to be determined as follows:

It will be determined whether there was substantiated revenue loss experienced by the County. Substantiated revenue loss will be determined by a) Severity Level 1, 2 or 3 being reached and b) comparing the revenues of impacted location(s) with the Average Expected Revenues (AER) for said location(s) for an average day. AER is to be determined by taking the amount of revenue that all telephones in the affected area(s) generated on same day(s) of the week for the previous

four weeks, and dividing by four. (i.e. if the trouble occurred on a Wednesday, then the revenue from the previous four Wednesdays will be totaled and divided by four to determine the AER). That amount shall be compared with the revenue actually realized (AR), per day, in the affected area(s), during the time which the area was affected. If the area generated less AR than its AER, in any of the days affected, then the County shall be credited with the difference between the AR and its AER amount for those day(s) in which the AER was not realized, minus the TAT Associated Revenue, or "TAR" (TAR shall be defined as the revenue associated with the TAT time. For example if TAT is 8 hours, then 8/24, or 33.3% of one day's AER shall be the TAR and shall be deducted from the total credit amount to determine the credit actually realized by County). If the AR, minus the TAR is more than the AER, than the County shall not receive any downtime credit.

(2) Deficiency Credit shall accrue under this Exhibit D for any Deficiency in the operation of Inmate Telephone Monitoring Equipment/Inmate Telephone Platform as described in Maintenance Schedule II (Maintenance Schedule; Inmate Telephone Monitoring System/Inmate Telephone Platform) as follows:

Deficiency Credit

For each Severity Level 1 Deficiency, Contractor shall credit the County in an amount of $100.00 per hour that the system is deficient. This applies only when the TAT is not met. Under such instances where Deficiency Credit applies (TAT not met), credit will be due from time when contractor was notified.

For each Severity Level 2 Deficiency, Contractor shall credit the County in an amount of $50.00 per hour that the system is deficient. This applies only when the TAT is not met. Under such instances where Deficiency Credit applies (TAT not met), credit will be due from time when contractor was notified.

For each Severity Level 3 or 4 Deficiency that is not resolved within the TAT stated in Schedule II, Contractor shall credit the County in an amount of $50.00 per day that the system is deficient. This applies only when the TAT is not met. Under such instances where Deficiency Credit applies (TAT not met), credit will be due from time when contractor was notified.

For any one month during the Contract, the total of Deficiency Credits and Downtime Credits will not exceed 1% of the total revenue generated by LASD in an average monthly period. This figure is to be determined by averaging the revenue realized in the previous three months.

Contractor shall pay the County the total amount of Downtime Credit due associated with Section C and any Deficiency Credits due associated with Section D (2) within 30 days after the end of the month in which the credit(s) occur. Contractor shall credit the County with any Downtime Credit due it associated with Section D (1), and then pay commissions, if any, accordingly.

II. MAINTENANCE SCHEDULE

County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Technical Support Center:

Schedule I. Maintenance Schedule; **Inmate Telephone Equipment**

Level	Response Time	TAT	Severity Level	Downtime Credit
1	4 hours	12 hours	Critical-When 51% or more of a housing unit(s) (Module/Dorm/Pod) telephones are out of service.	$15/Day/Phone. Applies when TAT is not met and starts at end of TAT period.
2	24 hours	Shorter of 48 hours or 1 Business Day	Severe-When 26% to 50% of a housing unit(s) (Module/Dorm/Pod) telephones are out of service.	$15/Day/Phone. Applies when TAT is not met and starts at end of TAT period.
3	1 Business Day	2 Business Days	Moderate-When multiple telephones are out of service, totaling up to 25% of a housing unit(s) (Module/Dorm/Pod) telephones are out of service. Or, when a single telephone is out of service and more than 10 inmates are not able to make telephone calls as a result.	$15/Day/Phone. Applies when TAT is not met and starts at end of TAT period.
4	1 Business Day	3 Business Days	Minor-When one telephone is out of service and additional telephones are in the area available for inmates to use.	$15/Day/Phone. Applies when TAT is not met and starts at end of TAT period.
5	2 Business Days	5 Business Days	Cosmetic-A telephone is damaged but is capable of completing calls.	None

Schedule II. Maintenance Schedule: **Inmate Telephone Monitoring System/Inmate Telephone Platform**

Level	Response Time	TAT	Severity Level
1	Two Hour	Four Hours	**Critical.** = Recording or Monitoring capabilities have stopped / or Retrieval of recorded telephone calls cannot be accomplished, or the Contractor's supplied Workstation or Computer will not function. And/or, when 51% or more of a housing unit(s) (Module/Dorm/Pod) telephones are out of service due to the inmate platform.
2	Four Hour	Eight Hours	**Severe.** = An individual location cannot be monitored or recorded / or sound quality has severely deteriorated /or the system cannot transfer data to storage media (CD) / or the Contractor's supplied Workstation or Computer is intermittently malfunctioning / or the system cannot retrieve necessary data for generating reports. And/or, when 26% to 50% of a housing unit(s) (Module/Dorm/Pod) telephones are out of service due to the inmate platform.
3	Eight Hours	Twenty Four Hours	**Moderate =** The system's responses are slower than normal, however proper operations are occurring / or key board, mouse or printer is malfunctioning. And/or when multiple telephones are out of service, totaling up to 25% of a housing unit(s) (Module/Dorm/Pod) telephones are out of service due to the inmate platform. Or, when a single telephone is out of service and more than 10 inmates are not able to make telephone calls due to the inmate platform.
4	Twenty Four Hours	Three business days	**Minor.** = The systems hardware is damaged but functioning (key missing from keyboard / key on keyboard sticking) When one telephone is out of service due to the inmate platform and additional telephones are in the area available for inmates to use.

In the event a Deficiency cannot be solved within the TAT, the Contractor must contact the County Project Manager(s) as to the problem, location and propose a plan to correct the problem. Contractor's proposed solution must meet with the satisfaction of and be approved by the County Project Manager(s).

REQUIRED FORMS - EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

Pacific Bell Telephone Company, d/b/a SBC California
Company Name

500 East Main St. Alhambra, Ca. 91801
Address

94-0745535
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Lillian Cooney
Signature

30 November, 2005
Date

LilliAn Cooney, Affirmative Action Specialist
Name and Title of Signer (please print)

EEO CERTIFICATION

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Pacific Bell Telephone Company, d/b/a SBC California
CONTRACTOR NAME

Contract No. _____

Employee Name Allen Lau

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer AL

Contractor Name Pacific Bell Telephone Company, d/b/a SBC California
Contract No. _____

Employee Name Allen Lau

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 12/01/05

PRINTED NAME: Allen Lau

POSITION: Regional Vice-President Sales

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Pacific Bell Telephone Company, d/b/a SBC California
CONTRACTOR NAME

Contract No. _____

Employee Name Alex Durdines

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer AD

Contractor Name Pacific Bell Telephone Company, d/b/a SBC California
Contract No. _____

Employee Name Alex Durdines____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 12/1/05

PRINTED NAME: Alex Durdines

POSITION: Account Manager

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

CONTRACTOR'S RESPONSE TO THE

STATEMENT OF WORK OF

RFP # LASD-IJTS-2005

INMATE & JUVENILE TELEPHONE SERVICES

(NOT ATTACHED)

EXHIBIT H

ACCEPTANCE CRITERIA

TO THE CONTRACT

BETWEEN THE COUNTY OF LOS ANGELES

AND

PACIFIC BELL TELEPHONE COMPANY, Doing Business As SBC, CALIFORNIA

FOR

INMATE & JUVENILE TELEPHONE SERVICES

Facility Acceptance Report

Date:_____

Facility:_____

Address:_____
_____

Recommended Actions:

Approve:_____ Deny:_____

Notes:_____
_____
_____

Facility Administrator:_____Date:_____

Project Manager:_____Date:_____

Project Director:_____ Date:_____

Acceptance Criteria

Facility:_____

2.1 General Requirements	PASSED	FAILED	ACTION TAKEN
The telephone system shall provide for an automated operator telephone system and call billing services			
¤¤*Certified by Contractor*			
The telephone system shall be capable of providing collect, pre-paid, local, intra-LATA, inter-LATA, interstate, and international telephone systems and services throughout the continental 48 states, Alaska, Hawaii.			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones.*			
The telephone system shall provide for pre-paid, long distance and international call services throughout Canada, Mexico, South America, and to over-seas destinations.			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones.*			
Comments:			

2.2 Inmate Telephones	PASSED	FAILED	ACTION TAKEN
The Contractor shall describe, in writing, their proposed inmate telephone system.			
¤¤*Physical review of documentation.*			
The Contractor shall describe, in writing, the strategy for replacement of any existing inmate telephone instruments.			
¤¤*Physical review and approval of documentation.*			
Comments:			

Facility:_____

2.2.1 Description	PASSED	FAILED	ACTION TAKEN
All inmate telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish.			
¤¤*Physical inspection of telephone instruments.*			
All inmate telephone instruments shall be suitable for use in high use and high abuse corrections environments.			
¤¤*Physical inspection of telephone instruments.*			
The phone should be a mid size phone approximately 15 " H x 8"W x 4"D			
¤¤*Physical inspection of telephone instruments.*			
All inmate telephone instruments shall be capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures.			
¤¤*Physical inspection of telephone instruments.*			
The instruments shall not be capable of accepting coins or credit cards as payment.			
¤¤*Physical inspection of telephone instruments.*			
Each facility will be provided with a portable telephone which addresses such needs as overflow housing and administrative segregation. This portable telephone use will be facilitated by facility staff that will connect the phone to an outlet and wheel the phone to cells or dayrooms for inmate usage.			
¤¤*Physical inspection of telephone instruments.*			
The portable telephone instruments shall be mounted back to back, on a ridged cart with wheel castors, sufficiently sized to fit through 36" doors.			
¤¤*Physical inspection of telephone instruments.*			
The extendable telephone cord should be in armored flex tubing, short, permanently attached to the cart and capable of plugging into a pre-positioned outlet as designated by the Custody Division Representative.			
¤¤*Physical inspection of telephone instruments.*			
The instruments shall be suitable for indoor and outdoor installations			
¤¤*Physical inspection of telephone instruments.*			
All inmate telephone instruments shall be have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle or cordless. Cordless instruments may be of slightly larger or smaller size, depending on the manufacturer's availability.			
¤¤*Physical inspection of telephone instruments.*			
The instruments shall be utilized for outgoing calls only.			
¤¤*Attempt to connect calls to each of 15 randomly chosen installed, operational telephones.*			
Comments:			

Facility:_____

2.2.2 Physical Safeguards	PASSED	FAILED	ACTION TAKEN
Inmate telephone instruments will be tamper-proof and consist of rugged steel encased housings and shockproof keypads ¤¤*Physical inspection of telephone instruments.*			
All handsets, ear and mouthpieces, will be of heavy-duty construction with no removable parts. ¤¤*Physical inspection of telephone instruments.*			
Telephone devices will be configured with a braided steel receiver cord twelve (12) inches in length. ¤¤*Physical inspection of telephone instruments.*			
The cord of any new or replacement telephone device must extend from the top of the instrument to reduce the risk of suicide by hanging. ¤¤*Physical inspection of telephone instruments.*			
All equipment must meet Department safety and security standards ¤¤*Physical inspection of telephone instruments.*			
Cordless Phones shall have an on/off hook switch. ¤¤*Physical inspection of telephone instruments.*			
Telephone instruments shall be water resistant and fireproof. ¤¤*Physical inspection of telephone instruments.*			
All telephone instruments will have key-locked mountings to the wall. ¤¤*Physical inspection of telephone instruments.*			
Comments:			

Facility:_____

2.2.3 Support for Hearing Impaired	PASSED	FAILED	ACTION TAKEN
The telephone system shall be designed for use by the hearing impaired.			
¤¤*Physical inspection of telephone instruments.*			
Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards.			
¤¤*Certified by Contractor and physical telephone instrument inspection.*			
A minimum of two (2) TDD instruments are required at each custody and detention facilities of the Los Angeles County Sheriff's Department and a minimum of two (2) TDD instruments are required at each of the three Juvenile Halls and Challenger Memorial Youth Center of the Los Angeles County Probation Department.			
¤¤*Physical telephone instrument inspection.*			
Required locations of the TDD instruments will be provided during Contract negotiations.			
¤¤*Certified by Contractor.*			
Amplified handsets shall be required in specific areas. Those telephones shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.			
¤¤*Physical telephone instrument inspection.*			
Comments:			

2.2.4 Other Features	PASSED	FAILED	ACTION TAKEN
The Contractor's inmate telephone system shall provide the capability to turn telephones on or off remotely throughout the system			
¤¤*Physically test remote control system, and ensure it controls telephones as required.*			
The Contractor's inmate telephone system shall have a manual or automated on/off switch in selected locations within each facility.			
¤¤*Physically test each switch, and ensure it controls telephones as required.*			
Instruments shall provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to speak to called party prior to call acceptance.*			
The Contractor's inmate telephone system shall have the capability to disable the telephone keypad during a call.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to operate the telephone keypad during the call.*			
The telephone instruments shall not have any coin return slots.			
¤¤*Physical inspection of telephone instruments.*			
Comments:			

Facility:_____

2.2.5 Electrical Requirements	PASSED	FAILED	ACTION TAKEN
All telephone instruments will be line powered, with the exception of Telephone Devices for the Deaf (TDD) phones, requiring no additional power sources or batteries			
¤¤*Physical inspection of telephone instruments.*			
All telephone instruments will be in full compliance with FCC regulations and UL standards.			
¤¤*Physical inspection of telephone instruments.*			
All telephone instrument installations shall comply with National Electrical Code standards.			
¤¤*Physical inspection of telephone instruments.*			
Inmate telephone system servers and recording equipment must remain operational during a temporary loss of power and shall have an Uninterruptible Power Supply system capable of operation for four (4) hours.			
¤¤*Test system servers and recording equipment by temporarily disconnecting line power. Ensure Uninterruptible Power System provides full system operating power for a four hour period.*			
Contractor system shall operate in conjunction with the County's generator back-up power supply which is set for a two (2) minute wait to switch over to generator power from the power company supply.			
¤¤*Test system for uninterrupted operation during a scheduled facility generator test.*			
Comments:			

2.2.6 Premises Wiring Standards	PASSED	FAILED	ACTION TAKEN
All premises wiring systems installed by the Contractor shall be in accordance with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902.			
¤¤*Physical inspection by licensed County electrician.*			
All wiring systems on the premises installed by the Contractor, shall be concealed or installed in metal conduit and shall remain the property of the County.			
¤¤*Physical inspection of all wiring.*			
Comments:			

Facility:_____

2.2.7 Environmental Requirements	PASSED	FAILED	ACTION TAKEN
The inmate telephone instruments will be installed in all existing indoor and outdoor telephone sites, and may require the installation of telephone enclosures.			
¤¤*Physical inspection of all installed telephone instruments.*			
The Contractor will be responsible for any changeover costs associated with the installation of inmate telephone instruments, associated equipment, and enclosures.			
¤¤*Certified by Contractor.*			
The Contractor's type of telephone instruments and enclosures shall be subject to approval by the County Project Director.			
¤¤*Physical inspection of telephone instruments.*			
Comments:			

2.3.1 No Live Operator Access	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of completing collect or pre-paid calls within 45 seconds (from receiver off hook to call acceptance), without the need for access to a live operator.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Measure time elapsed between receiver off hook to call acceptance.*			
Comments:			

Facility:_____

2.3.2.1 Language Prompt	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of prompting a caller to select the appropriate language by pressing the appropriate keypad digit.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that language selection function is present and functioning.*			
The contractor will provide a list of all languages supported by their present system.			
¤¤*Physical review of documentation.*			
The contractor will consult with County Project Director prior to adding new languages.			
¤¤*Certified by Contractor.*			
The Contractor's automated operator inmate telephone system shall be capable of supporting English			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that English language selection function is present and operating correctly.*			
The Contractor's automated operator inmate telephone system shall be capable of supporting Spanish			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that Spanish language selection function is present and operating correctly.*			
The Contractor's automated operator inmate telephone system shall be capable of supporting other languages required by the County			
¤¤*Certified by Contractor. When installed, Make calls from each of 15 randomly chosen installed, operational telephones. Check that appropriate language selection function is present and operating correctly.*			
Comments:			

Facility:_____

2.3.2.2 Collect or Pre-Paid Prompt	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of prompting a caller to select either collect or pre-paid by pressing the appropriate keypad digit.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that billing option function is present and operating correctly.*			
The Contractor's automated operator inmate telephone system shall provide capability for the inmate to verify the current status (balance remaining) for pre-paid debit account and/or debit card balances by pressing a telephone key-pad digit following an automated operator prompt during pre-paid call set-up or call completion.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that remaining balance function is present, functioning, and returns the correct balance.*			
Comments:			

2.3.2.3 Personal Identification Prompt	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall identify the inmate by recording his/her spoken name, in response to the pre-recorded system prompt.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that the spoken name function is present and operating correctly.*			
The system shall prompt the caller to speak his/her name, followed by keypad entry of the PIN number for pre-paid (debit account or debit card) calls, followed by the entry of the destination telephone number.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that the name and PIN number function is present and operating correctly.*			
Comments:			

Facility:_____

2.3.2.4 Collect Call Set Up	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall verify that a destination number called is an authorized number (not blocked, restricted, nor non-billable), prior to placing a collect call to the destination telephone number.			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
If the collect call is to an authorized number, then call set-up shall continue and placement of the inmate's call, to the destination number, is accomplished			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
If the collect call is to an unauthorized or blocked number, then the collect call shall be blocked and the inmate notified that the call to an unauthorized or blocked telephone number will not be completed.			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
If the collect call is to a non-billable or restricted number, then the call recipient or inmate shall both be advised and afforded the opportunity to complete the call utilizing pre-paid call services. However, if the call recipient and inmate both decline to utilize pre-paid call services, then future calls to the number shall be blocked, pending implementation of pre-paid call services.			
¤¤*Attempt to connect calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately. On non-billable numbers verify the system offers the opportunity to continue with pre-paid call service.*			
During call set-up, the inmate's telephone handset shall be muted, except when responding to prompts initiated by the automated operator.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to speak to called party prior to call acceptance.*			
During call set-up, the inmate's telephone keypad disabled, except when responding to prompts initiated by the automated operator.			
¤¤*During call set-up, the inmate's telephone keypad disabled, except when responding to prompts initiated by the automated operator.*			
Comments:			

Facility:_____

2.3.2.5 Pre-Paid Phone Services	PASSED	FAILED	ACTION TAKEN
The telephone system must provide a pre-paid phone card function.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that pre-paid phone card function is present and operating correctly.*			
The Contractor will be required to enter into an agreement with the County's commissary contractor whereby the vendor is paid a fee for selling and distributing the prepaid cards to the inmates.			
¤¤*Certified by Contractor.*			
The contractor shall describe the method for inmates to redeem the orphaned balance on any phone card purchased. The method must allow the inmate to add the remaining balance to a newly purchased phone card by using an inmate telephone. All methods will be evaluated based on their ease of use and convenience to the inmate. Proposals shall not impact the current daily operation of the custody environment or require county personnel to perform any task.			
¤¤*Physical review of documentation.*			
Test prepaid phone cards shall be made available to the County upon request throughout the life of the contract.			
¤¤*Certified by Contractor.*			
Contractor shall describe how it will provide available Family Plans to inmates and their families, including a complete description of the services provided, and program			
¤¤*Certified by Contractor.*			
Comments:			

Facility:_____

2.3.2.6 Pre-Paid Call Set Up	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall verify that a destination number called is to an authorized number (not blocked, nor restricted), prior to placing a pre-paid call to the destination telephone number.			
¤¤*Attempt to connect pre-paid calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
If the pre-paid call is to an authorized number, then call set-up shall continue and placement of the inmate's call, to the destination number, is accomplished.			
¤¤*Attempt to connect pre-paid calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
If the pre-paid call is to an unauthorized or blocked number, then the call shall be blocked and the inmate notified that the call to an unauthorized or blocked telephone number call may not be completed.			
¤¤*Attempt to connect pre-paid calls from each of 15 randomly chosen installed, operational telephones. Calls will be a mix of authorized, blocked, restricted, and non-billable numbers. Verify system connects or refuses connection appropriately.*			
During call set-up, the inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to speak to called party prior to call acceptance.*			
During call set-up, the inmate's telephone keypad shall be disabled, except when responding to prompts initiated by the automated operator.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to operate the telephone keypad during the call.*			
Upon answering the telephone, the call recipient shall hear the pre-recorded call branding announcement and system prompt, identifying the caller as an inmate or minor at one of the County's custody, detention, or camp facilities.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that the pre-recorded call branding announcement is present and correct.*			
Comments:			

Facility:_____

2.3.2.7 Pre-Recorded Call Branding Announcements	PASSED	FAILED	ACTION TAKEN
When an inmate places a call, the system shall announce the following to the inmate: "This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press <keypad digit> now. The use of special calling features is not permitted during this call."			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that the pre-recorded call branding announcement is present and correct.*			
When a call to an authorized number is answered, the system shall announce to the recipient of the call the following: "This telephone call is coming from "inmate's name", an inmate at "name of the specific County custody, detention, or camp facility". This telephone call may be monitored or recorded. To consent to the monitoring or recording of this call, please press <keypad digit> now. The use of special calling features is not permitted during this call."			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones to authorized numbers. Check that the pre-recorded call branding announcement is present and correct.*			
Comments:			

2.3.2.8 Call Acceptance	PASSED	FAILED	ACTION TAKEN
For collect calls, the announcement shall specify that: "Collect call charges will be billed to the destination telephone number. To accept charges, press <keypad digit> now, to deny the charges and block this call, please press <keypad digit> or press <keypad digit> to block this call and any future calls."			
¤¤*Make collect calls from each of 15 randomly chosen installed, operational telephones. Check that the pre-recorded call branding announcement is present and correct.*			
Procedures for the acceptance of pre-paid calls are the same as above, except that announcement of collect call charges is omitted.			
¤¤*Make pre-paid calls from each of 15 randomly chosen installed, operational telephones. Check that the pre-recorded call branding announcement is present and correct.*			
Upon acceptance by the call recipient, the inmate's handset is no longer muted and the call may proceed, however, the inmate's telephone keypad shall remain disabled throughout the call.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to operate the telephone keypad during the call. Check that the handset is no longer muted, but the keypad is not operational.*			
Comments:			

Facility:_____

2.3.2.9 Call Termination	PASSED	FAILED	ACTION TAKEN
Upon call termination, the line to the destination telephone number shall be disconnected, inmate's telephone handset shall be muted, and the telephone keypad shall remain disabled, except when responding to prompts initiated by the automated operator.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Verify that, on completion of the call, the handset is muted and the keypad is disabled.*			
Comments:			

2.3.2.10 Pre-Paid Account Status	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide capability for the inmate to verify the current status (balance remaining) for pre-paid debit account and/or debit card balances by pressing a telephone key-pad digit following an automated operator prompt during pre-paid call set-up, or call completion.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Check that remaining balance function is present, functioning, and returns the correct balance.*			
Comments:			

2.3.2.11 Unauthorized Call Interruption	PASSED	FAILED	ACTION TAKEN
In addition to blocking calls to unauthorized telephone numbers, the system shall be capable of interrupting/disconnecting inmate telephone calls when unauthorized or illegal activities are detected, and provide a pre-recorded announcement pertaining to the reason for the call interruption. The system shall record the illegal activity and report it to the Jail Investigation Unit System Administration Console for follow-up investigation.			
¤¤*Make calls from each of 15 randomly chosen installed, operational telephones. Attempt to perform three-way, call forward, or other unauthorized activities. Verify the system terminates the connection and automatically announces the reason.*			
Comments:			

Facility:_____

2.3.2.12 Call Records	PASSED	FAILED	ACTION TAKEN
The system shall be capable of maintaining and archiving call records for all inmate telephone calls attempted, blocked, accepted, completed, including any calls that were interrupted and the reason for interruption.			
¤¤*Physical review of documentation from recorded/archived test calls. Verify that listed data is included in call record.*			
Comments:			

2.4.1 Normal Operations	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of continuous 24x7x365 operation, and capable of simultaneous usage of all inmate telephones in each facility.			
¤¤*Certified by Contractor, and verified by system usage during first two weeks of full system usage.*			
Comments:			

Facility:_____

2.4.2 System Shut-Down	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall support the capability to program by individual telephone.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program by cellblock.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program by floor.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program by day room.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program by dormitory.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program by facility.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program system wide features that will enable/disable inmate telephone operations by time of day.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall support the capability to program system wide features that will enable/disable inmate telephone operations by day of week.			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
Comments:			

Facility:_____

2.4.3 Restoration of Service	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide the capability to turn inmate telephones on and off remotely throughout the system			
¤¤*Randomly select 15 installed, operational telephones. Via the control system, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
The Contractor's automated operator inmate telephone system shall have manual or automated on/off switches at selected locations within each facility to be determined by the County's Project Director.			
¤¤*Randomly select 15 installed, operational telephones. Via the control switches, disable the test telephones. Attempt to place calls with those telephones, and verify that the telephones will not operate.*			
Comments:			

2.5.1 Maximum Call Duration	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of limiting the duration of inmate telephone calls.			
¤¤*Certified by Contractor.*			
The maximum inmate call duration shall be 120 minutes.			
¤¤*Calls will be made from three randomly selected telephones. The duration of the calls shall be timed to ensure that the system terminates the connection at 120 minutes.*			
The Contractor's automated operator inmate telephone system shall be capable of increasing or decreasing inmate call duration from 0 to 120 minutes, in five (5) minute increments			
¤¤*Calls will be made from three randomly selected telephones. Call duration limits shall be changed to 0, 15, and 30 minutes. The duration of the calls shall be timed to ensure that the system terminates the connection at the selected time interval.*			
Comments:			

Facility:_____

2.5.2 Call Duration Administration	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by telephone, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by cellblock, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones in one cellblock. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by floor, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones on one floor. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by dayroom, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones in dayrooms. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by dormitory, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones in one dormitory. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			

Facility:_____

The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits by facility, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones in one facility. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
The Contractor's automated operator inmate telephone system shall be capable of setting call duration limits system wide, remotely from the System Administration Console.			
¤¤*Randomly select three installed, operational telephones, throughout the system. Via the control system, set call duration limits shall to 0, 15, and 30 minutes. Place calls with those telephones, and verify that the system terminates the connection at the selected time intervals.*			
Comments:			

2.6 Authorized Call Lists	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide the capability for creation and administration of authorized call lists. The authorized call list would contain the complete list of telephone numbers that inmates may call.			
¤¤*Contractor to provide sample list of at least 500 authorized numbers. Attempt to connect to 25 numbers, both on and off the list. Verify that calls will only connect to numbers on the authorized list.*			
Comments:			

2.6.1 Call List Administration	PASSED	FAILED	ACTION TAKEN
If implemented, an authorized inmate call list would be created at the inmate's booking, and would be maintained until the inmate is released.			
¤¤*Certified by County.*			
Changes to the authorized call list would be permitted in accordance with the procedures authorized by the County's Project Director.			
¤¤*Certified by Contractor.*			
The Contractor's automated operator inmate telephone system shall provide the capability to check the list of unauthorized telephone numbers to verify the inmate's proposed call list.			
¤¤*County to provide list of 30 numbers, some known to be on the test authorized call list and some not, to be checked against test list of 500 numbers provided by Contractor. Verify capability to compare two lists.*			
Unauthorized telephone numbers shall be rejected, and the inmate notified of the reason for rejection.			
¤¤*Certified by County.*			
Comments:			

Facility:_____

2.7 Attorney, Public Defender	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide for collect and prepaid telephone calls to the inmate's attorney or public defender.			
¤¤*Certified by Contractor.*			
Calls to the inmate's attorney or Public Defender shall not be monitored or recorded by the inmate telephone system.			
¤¤*Make 5 calls to numbers associated with an attorney or public defender. Check telephone monitoring and recording systems to ensure they did not monitor or record conversations.*			
Prior to completing a connection, the telephone system shall compare the dialed number with a list of telephone numbers known to be private attorneys and public defenders. If a number appears on this list, the system must automatically disable monitoring and recording of that call.			
¤¤*Make 5 calls to numbers associated with an attorney or public defender. Check telephone monitoring and recording systems to ensure they did not monitor or record conversations.*			
Comments:			

2.8 General Calls	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide for collect and pre-paid telephone calls, as permitted in accordance with procedures authorized by the Custody Division Coordinator and/or the County's Project Director.			
¤¤*Certified by Contractor.*			
The call recipient shall have the option to refuse calls from the inmate, either by blocking the call by keypad entry.			
¤¤*Five calls will be attempted, where the called party selects to block the call via keypad entry. Verify the call is terminated.*			
The call recipient shall have the option to refuse calls from the inmate, either by blocking the call by written notification to the Custody Division Coordinator and/or the County's Project Director, indicating that they do not wish to receive calls from the inmate.			
¤¤*Five calls will be attempted, where the called party has requested their number be added to the blocked call list. Verify the call is not connected.*			
Comments:			

Facility:_____

2.9 Prevention of In-Coming Calls	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall prevent all incoming calls to telephones in custodial, detention, or camp facilities.			
¤¤*Randomly select 15 installed, operational telephones. Attempt to place calls to those telephones, and verify that the telephones will not accept incoming calls.*			
Any attempted incoming calls shall be rejected, and appropriate information (if available) shall be recorded, archived, and reported to the Custody Division Coordinator, the County's Project Director, and the County's Project Manager.			
¤¤*Contractor to create report showing rejection data for above attempted calls. Verify data on report is correct.*			
Comments:			

2.10 Call Blocking Requirements	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall maintain a database containing blocked telephone numbers.			
¤¤*Certified by Contractor.*			
The system shall be capable of blocking calls by area code.			
¤¤*Five calls will be attempted, where the area code has been blocked. Verify the call is not connected.*			
The system shall be capable of blocking calls by prefix.			
¤¤*Five calls will be attempted, where the prefix has been blocked. Verify the call is not connected.*			
The system shall be capable of blocking calls by destination number.			
¤¤*Five calls will be attempted, where the destination number has been blocked. Verify the call is not connected.*			
Comments:			

Facility:_____

2.10.1 Unauthorized Numbers	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall detect and block attempted inmate calls to unauthorized telephone numbers.			
¤¤*Five calls will be attempted, to unauthorized telephone numbers. Verify the calls are not connected.*			
Unauthorized numbers shall include the following: Public officials, government agencies, businesses, news media, numbers blocked by family members, and any other numbers, or blocks of numbers, identified by the County or ordered by the Court.			
¤¤*Five calls will be attempted, to unauthorized telephone numbers. Verify the calls are not connected.*			
Comments:			

2.10.2 Non-Billable Numbers	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall detect and block attempted collect calls to non-billable numbers.			
¤¤*Five calls will be attempted, to non-billable numbers. Verify the calls are not connected.*			
Comments:			

2.10.3 Three-Way Calling	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall employ appropriate security safeguards (to the extent possible) to detect and block attempted three-way calls.			
¤¤*Five three-way calls will be attempted. Verify the call is not connected.*			
Appropriate information regarding any detected possible inmate three-way call attempts shall be recorded, archived, and the Custody Division Coordinator alerted for possible inmate call monitoring, recording, or other corrective action			
¤¤*Contractor to create report showing rejection data for above attempted three-way calls. Verify data on report is correct.*			
Comments:			

Facility:_____

2.10.4 Call Forwarding	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall employ appropriate security safeguards (to the extent possible) to detect and block attempted call forwarding of inmate calls.			
¤¤*Five call-forwarding calls will be attempted. Verify the calls are not connected.*			
Appropriate information regarding any detected inmate call forwarding attempts shall be recorded, archived, and the Custody Division Coordinator alerted for possible inmate call monitoring, recording, or other corrective action.			
¤¤*Contractor to create report showing rejection data for above attempted call-forward calls. Verify data on report is correct.*			
Comments:			

2.10.5 Cell Phone Numbers	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide capability to detect and block attempted collect calls to cell phone numbers.			
¤¤*Five calls to cellular telephone numbers will be attempted. Verify the calls are not connected.*			
Pre-paid inmate telephone calls may be allowed to specified cell phone numbers, in accordance with procedures authorized by the Custody Division Coordinator and/or the County's Project Manager.			
¤¤*Add five cellular telephone numbers to authorized call list. Attempt to make collect calls to those numbers. Verify the call cannot connect. Attempt to make pre-paid call to those numbers. Verify the calls connect correctly.*			
Comments:			

Facility:_____

2.10.6.1 No Live Operator	PASSED	FAILED	ACTION TAKEN
Inmate telephone calls to a live operator are prohibited.			
¤¤*Five calls to live operators will be attempted. Verify the calls are not connected.*			
The Contractor's inmate telephone service shall be limited solely to the placing of automated operator assisted collect or pre-paid calls. No other types of inmate calls are allowed, including: 0-, 411, 911, 555-1212, 1-NPA-555-1212, 1-800, etc.			
¤¤*Five calls to live operators will be attempted. Verify the calls are not connected.*			
Comments:			

2.10.6.2 No Special Calling Services	PASSED	FAILED	ACTION TAKEN
Inmate telephone calls to special calling services and/or adult content sites (e.g.: 1-700, 1-800, 1-887, 1-888, 1-976 or 1-900) are prohibited.			
¤¤*Five calls to special calling services will be attempted. Verify the calls are not connected.*			
Comments:			

2.10.6.3 No Other Long Distance Calling Plans	PASSED	FAILED	ACTION TAKEN
Inmate long distance telephone call attempts to by-pass the County's inmate telephone services, utilizing numeric access codes to alternative calling plans provided by other long distance service vendors, are prohibited.			
¤¤*Five long distance calls, using numeric access codes will be attempted. Verify the calls are not connected.*			
Calls to 1-0-XXX, 1-0-1-0-XXX, 1-800-XXX, or any other similar numeric sequences intended to reach another long distance carrier, are prohibited.			
¤¤*Five long distance calls, using numeric access codes will be attempted. Verify the calls are not connected.*			
Commercially available debit calling cards are not allowed.			
¤¤*Five long distance calls, using commercial debit calling cards will be attempted. Verify the calls are not connected.*			
Comments:			

Facility:_____

2.10.6.4 No Public Nuisance Calls	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall detect and block inmate telephone calls intended to cause a public nuisance.			
¤¤*Certified by Contractor.*			
The candidate list of telephone numbers likely to be targets of public nuisance calls will be provided by the County's Custody Division Coordinator and updated as needed.			
¤¤*Certified by Contractor.*			
The complete list of unauthorized telephone numbers to be blocked will be developed jointly by County and Contractor's staff and updated as needed.			
¤¤*Certified jointly be County and Contractor.*			
The Contractor shall prepare and maintain the list of blocked telephone numbers, and submit the list to the County's Project Director for review and approval.			
¤¤*Physical review of documentation.*			
Appropriate information regarding any detected inmate call attempts to unauthorized telephone numbers shall be recorded, archived, and the Custody Division Coordinator alerted for possible inmate call monitoring, recording, or other corrective action.			
¤¤*Contractor to create report showing rejection data for above attempted prohibited calls. Verify data on report is correct.*			
Comments:			

2.11 Call Monitoring Requirements	PASSED	FAILED	ACTION TAKEN
Contractor's automated operator inmate telephone system shall provide capability to monitor inmate telephone calls at designated facilities.			
¤¤*Make 15 telephone calls from randomly selected facility telephones. Verify the calls have been correctly monitored and recorded.*			
Contractor's automated operator inmate telephone system shall provide the capability to monitor any inmate telephone.			
¤¤*Make 15 telephone calls from randomly selected telephones. Verify the calls have been correctly monitored and recorded.*			
The Contractor will provide System Administration Consoles at each Sheriff's Department custodial and detention facilities and Probation Department detention and camp facilities, for the purpose of monitoring and recording inmate phone calls.			
¤¤*Physically inspect, and check equipment for proper operation.*			
Comments:			

Facility:_____

2.12 Call Recording Requirements	PASSED	FAILED	ACTION TAKEN
Contractor's automated operator inmate telephone system shall provide capability to record inmate telephone calls at designated facilities.			
¤¤*Make 15 telephone calls from randomly selected facility telephones. Verify the calls have been correctly monitored and recorded.*			
The Contractor's automated operator inmate telephone system shall provide capability to record any inmate telephone except for courthouse lock-ups and patrol stations.			
¤¤*Make 15 telephone calls from randomly selected inmate telephones. Verify the calls have been correctly monitored and recorded.*			
The telephone system must be capable of recording at least 50% of all inmate telephone calls. Calls must be recorded in their entirety, up to the 120 minute time limit for inmate calls.			
¤¤*Contractor explanation, and documentation, to County Contract Manager's understanding and acceptance, of algorithms, methods, and system capability to meet recording requirement.*			
The contractor shall supply a means to identify subscriber information associated with the dialed telephone numbers.			
¤¤*Physical review of documentation.*			
Recordings must be selectable by telephone instruments.			
¤¤*Calls will be made from pre-selected telephone instruments and recording capability verified.*			
Recordings must be selectable by group of telephone instruments.			
¤¤*Calls will be made from pre-selected telephone instrument groups and recording capability verified.*			
Recordings must be selectable by facility.			
¤¤*Five calls will be made from facility telephones which have not been pre-identified, and recording capability verified.*			
Recordings must be selectable by called number.			
¤¤*Five calls will be made to pre-selected numbers and recording capability verified.*			
Recordings must be selectable by telephone instruments.			
¤¤*Calls will be made from pre-selected telephone instruments and recording capability verified.*			
Comments:			

Facility:_____

2.13 Call Archiving and Retrieval	PASSED	FAILED	ACTION TAKEN
The Contractor's automated operator inmate telephone system shall provide capability to archive recorded inmate telephone calls.			
¤¤*Contractor to archive all recorded test calls above. Contractor to demonstrate calls have been correctly archived.*			
The Contractor's automated operator inmate telephone system shall provide capability to retrieve, in a timely manner, recorded inmate telephone calls.			
¤¤*Contractor to archive all recorded test calls above. Contractor to demonstrate calls have been correctly archived, and can be retrieved in a timely manner.*			
Recorded telephone calls may be stored on the system for a maximum of three months, after which recorded calls may be transferred to off-line media.			
¤¤*Certified by Contractor.*			
All recorded telephone calls (files) shall be accompanied by the following data: a. Salutatory call branding information. b. Date and time the telephone call was placed. c. Location from which the telephone call was placed. d. The telephone number that was dialed. e. Duration of the telephone call. f. The time that the telephone call was terminated. g. PIN number, if applicable			
¤¤*Physical review of documentation from above recorded/archived test calls. Verify that listed data is included in call record.*			
The Contractor shall specify a proposed format for storage on off-line media of archived inmate calls.			
¤¤*Physical review of documentation.*			
If calls are to be stored in compressed format, the Contractor shall provide an estimate of the time required to retrieve and uncompress the archived call.			
¤¤*Physical review of documentation.*			
Each System Administrator's Console shall be capable of copying and saving recorded telephone calls to a standard compact disk.			
¤¤*Contractor to copy sample telephone calls to standard compact disk.*			
The recorded call file format shall be compatible with Microsoft Windows NT, 2000, or XP based personal computer.			
¤¤*Physically test provided sample compact disk in Microsoft Windows NT, 2000, or XP based computer.*			

The system must be capable of copying saved recorded telephone calls to an external media at a minimum rate of five calls per minute.			
¤¤*Contractor to demonstrate copying 50 telephone calls, of 20-30 minute duration, to external media. Verify that this takes 10 minutes.*			
The saved calls must have a duration lasting 20 to 30 minutes each.			
¤¤*Part of above test.*			
The system shall provide the capability of naming each file, or automatically generating a file name.			
¤¤*Contractor to demonstrate capability while conducting above test.*			
Each recorded telephone call or any copies shall be security encoded, in order to detect any attempted alterations to the recorded telephone call.			
¤¤*Physical review of documentation and examination of sample compact disk.*			
The Contractor shall be required to develop and implement procedures and schedules for the archiving to DVD-R recorded inmate telephone calls.			
¤¤*Review of Documentation.*			
The Contractor may be required to perform archiving of recorded inmate telephone calls to DVD-R, at the discretion of the Custody Division Coordinator and/or the County's Project Director.			
¤¤*Certified by Contractor.*			
The Contractor shall describe their proposed inmate call archiving/retrieval system.			
¤¤*Review of Documentation.*			
Comments:			

2.14 Call Billing Requirements	PASSED	FAILED	ACTION TAKEN
The Contractor shall be responsible for comprehensive billing services for all collect, pre-paid, local, intra-LATA, inter-LATA, interstate, and international telephone systems and services in accordance with FCC and CPUC approved rates.			
¤¤*Certified by Contractor.*			
The Contractor's billing system shall be capable of recording data for all calls attempted, including calls completed (appropriate call data and billing information), and calls that were not completed (appropriate call data and reason for non-completion).			
¤¤*Contractor to provide billing report for all test calls described above. Verify data is complete and correct.*			
The Contractor shall provide a description of their proposed procedures for resolving telephone call charges determined to be non-billable.			
¤¤*Review of documentation.*			
Comments:			

Facility:_____

3.0 System Administration	PASSED	FAILED	ACTION TAKEN
Project Planning and Management Contractor shall (a) create two Project Control Documents, one each for Sheriff Department and Probation Department, to include a project plan, schedule, risk assessment, and related project control documentation and (b) provide ongoing management of the project, throughout the life of the project.			
¤¤*Review of documentation.*			
Comments:			

3.3 Phased Integration of New Inmate Telephone Systems	PASSED	FAILED	ACTION TAKEN
The Contractor shall develop and submit detailed plans for the phased integration of new inmate telephone systems.			
¤¤*Review of Documentation*			
Comments:			

3.3.2 System Integration and Test Plan	PASSED	FAILED	ACTION TAKEN
The Contractor shall be required to develop a detailed System Integration and Test Plan for the phased integration of the Contractor's automated operator inmate telephone systems and equipment			
¤¤*Review of Documentation*			
Comments:			

3.5 System Operations Plan	PASSED	FAILED	ACTION TAKEN
The Contractor shall describe their systems operations plan for maintaining reliable inmate telephone services,			
¤¤*Review of Documentation*			
Comments:			

Facility:_____

3.5.5 System Maintenance and Repair	PASSED	FAILED	ACTION TAKEN
The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain inmate telephone units, services, and all related equipment in good working order, including the performance of preventive maintenance.			
¤¤*Certified by Contractor.*			
Comments:			

3.5.6.1 Problem Reporting	PASSED	FAILED	ACTION TAKEN
The Contractor shall develop and present procedures to the County's Project Director for informing County on how to report system problems, including: preparation of trouble tickets, personnel notifications, escalation procedures and call lists, maintenance logs, management reports, trouble ticket closure and either on-line or 800 calling number to report emergent service requests.			
¤¤*Review of documentation.*			
Comments:			

3.5.6.2 Tools and Repair Parts Inventories	PASSED	FAILED	ACTION TAKEN
The Contractor shall provide essential tools and parts inventories for repair and maintenance of County's inmate telephone systems, instruments and equipment.			
¤¤*Certified by Contractor.*			
Comments:			

3.5.6.5 Maintenance Records and Reports	PASSED	FAILED	ACTION TAKEN
The Contractor shall be required to prepare and maintain maintenance records, and submit reports describing problems encountered and corrective action taken.			
¤¤*Review of documentation*			
Comments:			

Facility:_____

3.5.6.7 Preventative Maintenance	PASSED	FAILED	ACTION TAKEN
The Contractor shall be required to develop procedures and schedules for the conduct of monthly preventative maintenance on the County's inmate telephone systems, equipment, and instruments, and preparation of monthly maintenance reports indicating the nature and scope of the preventative maintenance performed.			
¤¤*Review of documentation.*			
Comments:			

3.6.1 System Administration Consoles	PASSED	FAILED	ACTION TAKEN
Contractor's proposed inmate telephone system shall provide the capability to effectively and efficiently perform essential system administration functions. Such functions shall include, but not be limited to, the following: a. System start-up/shut-down, initialization, configuration and system back-ups. b. System operational status reporting and unauthorized activity alerts. c. Inmate (on-line) call monitoring, recording, archiving and retrieval. d. Inmate call management, account set-up and billing. e. System troubleshooting, maintenance and repair. f. Generation of real time, ad hoc, and summary management reports.			
¤¤*Demonstrate capabilities of each console. Perform each function locally, and remotely.*			
Comments:			

3.6.2 System Administration Console Technical Description	PASSED	FAILED	ACTION TAKEN
The System Administration Consoles must include a computer, monitor, printer, and all necessary software to review and monitor phone calls. Each console is only expected to monitor a single telephone call at any given time, however it must record calls while monitoring.			
¤¤*Physical inspection of consoles.*			
Comments:			

Facility:_____

3.6.3 Required System Administration Console Locations	PASSED	FAILED	ACTION TAKEN
Each major custody, detention, and camp facility will require at least one (1) System Administration Console, except for Sheriff's Department MCJ and TTCF complex, which will require four (4) system administration consoles, each; and North County Correctional Facility, which will require two (2).			
¤¤*Physical inspection of consoles.*			
At the Sheriff's Department TTCF, one (1) additional System Administration Console will be located in the Inmate Services Unit. The Inmate Services Unit's System Administration Console will include one (1) wide screen (nineteen (19) inch or larger), flat panel, color display, and one (1) color laser printer.			
¤¤*Physical inspection of console.*			
The minimum number of System Administration Consoles required in Probation Department detention and camp facilities will be; Central Juvenile Hall - 2, Los Padrinos Juvenile Hall - 2, Barry J. Juvenile Hall - 2, and up to two additional off-site locations determined by Probation Department.			
¤¤*Physical inspection of consoles.*			
Comments:			

3.6.4 System Operations Status	PASSED	FAILED	ACTION TAKEN
The System Administration Console shall be capable of providing real time system status displays, including the current operational status of inmate telephone systems and telephones at both on-site and remote facilities.			
¤¤*Demonstrated by Contractor once system is operational.*			
Comments:			

3.6.5 System Security	PASSED	FAILED	ACTION TAKEN
The automated operator inmate telephone system shall provide for security safeguards designed to control access to the system. Access to the system shall be password protected, and limited to system administrators and managers. Critical software and databases shall be backed-up and archived on a regular basis.			
¤¤*Certified by Contractor.*			
Comments:			

Facility:_____

4.1.1 Fortnightly Status Reports	PASSED	FAILED	ACTION TAKEN
Contractor shall prepare and present Fortnightly Project Status Reports to Sheriff Department and Probation Department			
¤¤*Contractor to provide reports reflecting system tests, then additional weekly reports during initial acceptance of operational system.*			
Comments:			

4.2 Monthly Report Format and Due Dates	PASSED	FAILED	ACTION TAKEN
The Contractor shall be required to submit monthly Project Reports, pertaining to the operation and maintenance of the County's inmate telephone systems.			
¤¤*Contractor to provide reports reflecting system tests, then additional reports during initial acceptance of operational system.*			
Comments:			

4.3 Year End Summary Report	PASSED	FAILED	ACTION TAKEN
The Contractor shall submit Year-End Summary Reports pertaining to the operation of the County's inmate telephone systems.			
¤¤*Contractor to provide reports reflecting system tests, then additional reports during initial acceptance of operational system.*			
Comments:			

¤¤Denotes testing methodology.