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

LEROY D. BACA, SHERIFF

A Tradition of Service

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
32 September 20, 2011
SACHI A. HAMAI
EXECUTIVE OFFICER

September 20, 2011

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

Dear Supervisors:

APPROVE AGREEMENT WITH PUBLIC COMMUNICATIONS SERVICES, INCORPORATED FOR INMATE TELEPHONE SYSTEM AND SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County Sheriff's Department (Department) and Probation Department (Probation) are seeking your Board's approval and execution of an Agreement with Public Communications Services, Incorporated (PCS) to provide Inmate Telephone System and Services for the inmates and juveniles being held in both the Department's and Probation's facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached revenue-generating Agreement with PCS to provide Inmate Telephone System and Services for inmates and juveniles being held throughout the Department's and Probation's facilities, with an initial five-year term from November 1, 2011, through October 31, 2016, and three additional one-year option periods, plus one additional six-month period in any increment.

2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including: when the original contracting entity has merged, been purchased, or otherwise changed; include new or revised standard County of Los Angeles (County) contract provisions adopted by your Board as required from time to time, including all applicable documents; implement kiosks and incorporate new technologies, methodologies, and techniques into the system at additional cost or less revenue to the County if it is in the best interest of the County; implement rate adjustments mandated by the Federal Communications Commission; and implement rate decreases for Inmate Telephone Billing Rates and for speed-dial calls.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

The Agreement will allow the Department and Probation to add, change, and/or remove telephones and kiosks. The telephone system will allow the Department and Probation to have call monitoring and recording capabilities, system administration, and complete maintenance of all equipment, hardware, and software.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. This Agreement will allow inmates and juveniles to have access to telephones that generate revenue, which is used to support various programs and projects for the inmates and juveniles.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The Department and Probation will receive a Commission Rate of 67.5 percent from the Total Billable Amount, or the aggregate of all claims by the contractor against customers for calls, excluding applicable taxes. The Department will receive a Minimum Annual Guarantee in the amount of $15 million and Probation will receive $59,000 for each year of the Agreement. Revenue generated from the Departments' inmate telephone system is deposited into the Inmate Welfare Fund (IWF) and used for various educational and recreational programs and projects that benefit the inmates. Revenue generated by Probation will be deposited into their Detentions Budget (DB) account to benefit juveniles housed at their facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Penal Code Section 4025(d), any commission received from the telephone provider shall be deposited into the IWF.

There is an active Agreement Number 75480 with Global Tel*link Corporation for inmate telephone services, which was adopted by your Board on April 8, 2008. We are currently in the six-month extension approved by your Board on June 21, 2011, which will expire on December 31, 2011.

Approval of the Agreement with PCS will ensure uninterrupted telephone services for inmates and juveniles located throughout the Department's and Probation's facilities, and will allow for the completion of the necessary transition period prior to the expiration of the existing agreement with Global Tel*link Corporation.

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

County Counsel has reviewed and approved this Agreement as to form.

CONTRACTING PROCESS

On December 31, 2009, the Department released a Request For Proposals (RFP) to solicit for an agreement with a vendor to provide telephone system and services to inmates and juveniles located throughout the Department's and Probation's facilities. The Department sent notification of the RFP to 32 vendors through the United States mail and/or by e-mail. The RFP solicitation was also posted on the County's and the Department's websites. The Mandatory Proposers' Conference and Mandatory Custody Facility Site Visit were held from April 13 - April 15, 2010, which ten vendors attended.

On August 5, 2010, the RFP solicitation closed, and the Department received four proposals. An evaluation committee comprised of individuals from the Department and two other non-County agencies convened to evaluate the proposals utilizing the informed averaging method in accordance with the Proposal Evaluation Methodology Policy approved by your Board on March 31, 2009. It was determined that PCS's proposal received the highest score, and PCS was the selected vendor for this Agreement. One non-selected proposer requested a Proposed Contractor Selection Review, which the Department conducted and found to be without merit. The Department offered the proposer the opportunity to request a County Review Panel under Board Policy 5.055, but the proposer did not ask that a County Review Panel be convened.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. Additionally, it will allow for the continued growth of the IWF and DB, which is the principle source of funding for all inmate programs and benefits juveniles housed at Probation's facilities.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and three original executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

DONALD H. BLEVINS
Chief Probation Officer

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AGREEMENT

FOR

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND

PROBATION DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PUBLIC COMMUNICATIONS SERVICES, INC.

AGREEMENT
FOR
INMATE TELEPHONE SYSTEM (ITS) AND SERVICES
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT

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RECITALS

THIS AGREEMENT is entered into as of November 1, 2011, by and between the County of Los Angeles ("County") and Public Communications Services, Inc., a corporation organized under the laws of the State of California, located 11859 Wilshire Boulevard, Suite 600, Los Angeles, California 90025 ("Contractor" or "PCS"), to provide Inmate Telephone System and Services for the County's Sheriff's Department ("Sheriff's Department") and the County's Probation Department ("Probation Department").

WHEREAS, Contractor is in the business of providing inmate telephone services; and

WHEREAS, County, by and through the Department, desires to contract with a vendor for the Inmate Telephone System ("ITS") and Services (as such terms are defined in Section 1.1 below) for the Sheriff's Department and the Probation Department; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide the equipment (including hardware and software) and related services for the ITS and Services as further described in the Agreement; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Sections 23004 and 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

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1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through K, attached hereto, and Exhibits L and M, incorporated by reference and not attached hereto, and any Attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

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, subtask, 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 according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

Attachment 1	Glossary of Terms
Attachment 2.1	Sheriff's Department Custody and Detention Facilities
Attachment 2.2	Probation Department Detention and Camp Facilities
Attachment 3.1	Sheriff's Department Average Daily Inmate Populations
Attachment 3.2	Probation Department Average Daily Inmate Populations
Attachment 4	Entry Application for Custody Facilities
Attachment 5	Monthly Maintenance Report

1.2.3 Exhibit C – Telephone Rates and Payment Schedule

Attachment 1	International Rate Table
Attachment 2	Speed Dial Call Rate to Designated County Entities

1.2.4. Exhibit H – Inmate Telephone System (ITS) and Services Functional Capabilities and Features

1.2.5 Exhibit L - County's Request for Proposal No. 388-SH

1.2.6 Exhibit M - Contractor's Proposal Submitted in Response to RFP No. 388-SH

1.2.7 Exhibit D – Performance Requirements Summary

1.2.8 Exhibit F – Contractor's EEO Certification

1.2.9 Exhibit G – Contract Discrepancy Report

1.2.10 Exhibit E1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit E2 – Contractor's Non-Employee Acknowledgement and Confidentiality Agreement

1.2.11 Exhibit I – Jury Service Ordinance

1.2.12 Exhibit J – Safely Surrendered Baby Law

1.12.13 Exhibit K - County and Contractor Administration

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that

it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, 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 Agreement 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. References in this Agreement to Federal, State, other governmental, Association, Card Issuer, and/or PIN-Based Debit Network statutes, codes, rules, regulations, ordinances, guidelines, directives, standards and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives, standards and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases in quotation marks and/or with initial letters capitalized shall have the following specific meaning when used in this Agreement. Other terms used in this Agreement and not defined hereunder shall have the meaning set forth in Exhibit B (Statement of Work), Attachment 1 (Glossary of Terms), or elsewhere in the Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.3 "Association" means any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.

2.4 "Association Rules" means the bylaws, rules and regulations of the Associations, as they exist from time to time.

2.5 "Board" means the Los Angeles County Board of Supervisors.

2.6 "BMU" means the Sheriff's Department's Business Management Unit.

2.7 "Business Day" means Monday through Friday, excluding County observed holidays.

2.8 "Card Issuer" means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.

2.9 "Card Rules" means the Association Rules and any other rules and/or regulations from time to time promulgated by any Card Issuer, credit/debit card processor and/or PIN-Based Debit Network.

2.10 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.11 "Chief Probation Officer" means the official appointed by the Los Angeles County Board of Supervisors that serves as the head of the Probation Department.

2.12 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.13 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.14 "County" has the meaning set forth in the Recitals."

2.15 "County Commission Rate" means the County's percentage of revenue payable by Contractor to County from the Total Billable Amount received by Contractor for providing ITS and Services.

2.16 "County Counsel" means County's Office of the County Counsel.

2.17 "County Earned Commissions" has the meaning set forth in Paragraph 9.3 (Commission).

2.18 "County Project Director" means Sheriff Project Director and/or Probation Project Director.

2.19 "County Project Manager" means Sheriff Project Manager and/or Probation Project Manager.

2.20 "Day(s)" means calendar day(s) unless otherwise specified.

2.21 "Data Security Guidelines" means (a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards from time to time published by County's Chief Information Security Officer and provided by Sheriff Program Director to Contractor.

2.22 "Deficiencies" means any malfunction, error, or defect in the design, development, or implementation of any Work provided hereunder; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit B (Statement of Work), Exhibit H (Inmate Telephone System (ITS) and Services Functional Capabilities and Features), and any executed Change Order or Amendment, as determined by the Sheriff Project Director and Probation Project Director, in their sole discretion.

2.23 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.24 "Documentation" means any and all written and electronic materials provided or made available by Contractor, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs, specifications, system designs and system design reviews and all other instructions and information relating to the capabilities, operation, installation and use of the ITS.

2.25 "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.

2.26 "Inmate" means inmates and detainees located throughout Sheriff's Department Custody and Detention Facilities and juvenile detainees at the Probation Department Detention and Camp Facilities.

2.27 "Infringement Claims" has the meaning set forth in Paragraph 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.28 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.29 "ITS" and "Inmate Telephone System" mean the Inmate telephone and monitoring system provided by Contractor hereunder, including all telephone platforms, instruments, networking, lines, wiring, cables, conduit, switches, routers, servers, modems, platforms, System Administration Consoles and other consoles and all other related equipment, as such system is described in Exhibit B (Statement of Work) and the Attachments thereto, Exhibit H (Inmate Telephone System (ITS) and Services Functional Capabilities and Features), and otherwise in this Agreement, and all Updates from time to time provided by Contractor with respect thereto.

2.30 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.31 "MAG" has the meaning set forth in Paragraph 9.1 (Minimum Annual Guarantee (MAG)).

2.32 "Maintenance and Support Services" has the meaning set forth in Exhibit B (Statement of Work).

2.33 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.34 "Performance Requirements Summary" means those services to be provided by the Contractor under Exhibit B (Statement of Work) that are additionally stated in Exhibit D of this Agreement.

2.35 "PIN-Based Debit Network" means a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.

2.36 "Probation Department" has the meaning set forth in the Recitals.

2.37 "Probation Department Detention and Camp Facilities" means Probation Department camp facilities, youth centers, and juvenile halls.

2.38 "Probation Project Director" has the meaning set forth in Paragraph 3.3 (Probation Project Director).

2.39 "Probation Project Manager" has the meaning set forth in Paragraph 3.4 (Probation Project Manager).

2.40 "Project Control Document" or "PCD" have the meaning set forth in Paragraph 3.1, Develop Project Control Document of Exhibit B (Statement of Work).

2.41 "Services" means all services provided by Contractor under and as described in Exhibit B (Statement of Work) and otherwise in this Agreement and/or any executed Change Order or Amendment.

2.42 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.43 "Sheriff's Department" has the meaning set forth in the Recitals.

2.44 "Sheriff Project Director" has the meaning set forth in Paragraph 3.1 (Sheriff Project Director).

2.45 "Sheriff Project Manager" has the meaning set forth in Paragraph 3.2 (Sheriff Project Manager).

2.46 "Sheriff's Department Custody and Detention Facilities" means all of the Sheriff's Department jails, facilities, court lockups, and Sheriff's station jails.

2.47 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Exhibits and Attachments thereto.

2.48 "System" means the ITS and Services.

2.49 "System Administrators" shall have the meaning set forth in Paragraph 4.3 (Contractor System Administrators).

2.50 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.51 "Term" has the meaning set forth in Paragraph 7 (Term).

2.52 "Total Billable Amount" means the aggregate of total claims by Contactor against customers for Inmate Collect and Pre-paid Call services, subject to exclusions listed in Exhibit C, Telephone Rates and Payment Schedule, Single bill fee and Convenience fee.

2.53 "True(d)-Up" has the meaning set forth in Paragraph 9.3 (Commission).

2.54 "Updates" has the meaning set forth in Exhibit B (Statement of Work).

2.55 "Work" means the ITS, the Services, and any other goods, other items, materials or services performed or delivered, by or on behalf of Contractor pursuant to this Agreement, Exhibit B (Statement of Work), and all other Exhibits, Attachments, Change Orders, and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 Sheriff Project Director

3.1.1 "Sheriff Project Director" for this Agreement shall be the person identified on Exhibit K (County and Contractor Administration).

3.1.2 Sheriff's Department shall notify Contractor of any change in the name or address of Sheriff Project Director set forth on Exhibit K (County and Contractor Administration), and Exhibit K (County and

Contractor Administration) shall be amended consistent with such change.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, Sheriff Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 Sheriff Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 Sheriff Project Manager

3.2.1 "Sheriff Project Manager" for this Agreement shall be the person identified on Exhibit K (County and Contractor Administration).

3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to Sheriff Project Manager, such notice, report, or other delivery shall be made to Sheriff Project Manager in accordance with the notice information set forth on Exhibit K (County and Contractor Administration).

3.2.3 Sheriff shall notify Contractor of any change in the name or address of the Sheriff Project Manager set forth on Exhibit K (County and Contractor Administration), and Exhibit K (County and Contractor Administration) shall be amended consistent with such change.

3.2.4 The Sheriff Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time give to such person by the Sheriff.

3.2.5 Sheriff Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 Sheriff Project Manager shall advise Sheriff Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Probation Project Director

3.3.1 "Probation Project Director" for this Agreement shall be the person identified on Exhibit K (County and Contractor Administration).

3.3.2 Probation will notify Contractor of any change in the name or address of Probation Project Director set forth on Exhibit K (County and Contractor Administration), and Exhibit K (County and Contractor Administration) shall be amended consistent with such change.

3.3.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, Probation Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.3.4 Probation Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.4 Probation Project Manager

3.4.1 Probation Project Manager" for this Agreement shall be the person as identified on Exhibit K (County and Contractor Administration).

3.4.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to Probation Project Manager, such notice, report, or other delivery shall be made to Probation Project Manager in accordance with the notice information set forth on Exhibit K (County and Contractor).

3.4.3 Probation Department shall notify Contractor of any change in the name or address of the Probation Project Manager set forth on Exhibit K (County and Contractor Administration), and Exhibit K (County and Contractor Administration) shall be amended consistent with such change.

3.4.4 The Probation Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time give to such person by the Probation Department.

3.4.5 Probation Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.4.6 Probation Project Manager shall advise Probation Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements

3.5 Consolidation of Duties. County reserves the right to consolidate the duties of Sheriff Project Director or Probation Project Director, which duties are

enumerated in Paragraph 3.1 (Sheriff Project Director) and Paragraph 3.3 (Probation Project Director), and the duties of Sheriff Project Manager or Probation Project Manager, which duties are enumerated in Paragraph 3.2 (Sheriff Project Manager) and Paragraph 3.4 (Probation Project Manager), into one position, and to assign all such duties to one individual who will act as County's or Sheriff's or Probation's liaison in all matters relating to this Agreement. Contractor will be notified no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.5.

3.6 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the person identified on Exhibit K (County and Contractor Administration), who shall be a full-time employee of Contractor or its parent company.

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

4.1.3 During the term of this Agreement, Contractor Project Director shall be available to meet and confer with the concerned County Project Director whenever necessary in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

4.2.1 "Contractor Project Manager" shall be the person identified on Exhibit K (County and Contractor Administration), who shall be a full-time employee of Contractor or its parent company.

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.3 During the term of this Agreement, Contractor Project Manager shall be available to meet in person and confer with Sheriff or Probation at least monthly or whenever necessary.

4.3 Contractor System Administrators

4.3.1 The two (2) on-site "System Administrators" shall be the persons identified on Exhibit K (County and Contractor Administration) who shall be full-time employees of Contractor or its parent company.

4.3.2 System Administrators shall report to Contractor Project Manager and be under the direction of Sheriff Project Manager.

4.3.3 During the term of this Agreement, the two (2) System Administrators shall be available to meet in person and confer with Sheriff Project Manager whenever necessary.

4.4 Approval of Contractor's Staff

4.4.1 County approves the Contractor Project Director, Contractor Project Manager, and Contractor System Administrators listed in Paragraphs 4.1.1, 4.2.1 and 4.3.1 and hereafter referred to as "Contractor Key Personnel." Sheriff Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director, Contractor Project Manager, and Contractor System Administrators. If Contractor desires to replace, or if County, at its discretion, requires removal of the Contractor Project Director, Contractor Project Manager, or Contractor System Administrators, 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, Contractor Project Manager, or Contractor System Administrators.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.5 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide the concerned County Project Director and County Project Manager with minimum bi-weekly written reports ("Project Status Reports") which contain the information set forth in Subtask 1.2 of Exhibit B (Statement of Work), and such other information as the concerned County Project Director or County Project Manager may from time to time reasonably request.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 Contractor shall fully and timely perform, provide, and make available to and accessible by County as specified in Exhibit B (Statement of Work), the ITS, Services and all other Work under this Agreement, including pursuant to a fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. All such Work must be prepared and provided solely as specified under this Agreement and must receive the written approval of the concerned County Project Director(s). All completed Work submitted to County for review and approval shall be approved or disapproved as set forth herein. Contractor acknowledges that, notwithstanding anything herein to the contrary, Contractor must complete all Work required to complete and deliver to County the ITS and Services. In no event shall County be liable or responsible for payment with respect to any particular Work prior to approval from the concerned County Project Director(s) for such Work.

5.2 Contractor acknowledges that the ITS and Services in this Agreement are being provided to penological custody facilities and that it may be necessary from time to time for County to disable the functioning of certain telephones in order to preserve or restore order or for the safety and security of all Inmates and 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 telephones for the minimum amount of time necessary.

6. CHANGE ORDERS AND AMENDMENTS

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be mutually agreed upon and executed by either or both County Project Director(s) and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Directors, in County Project Directors' discretion, may grant Contractor extensions of time in writing for the Work listed in Exhibit B (Statement of Work) or otherwise in this Agreement provided that such extensions shall not extend the Term of the Agreement.

6.2.2 The Board or County's Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Sheriff and Contractor.

6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments or any other term or condition of this Agreement, then an Amendment to this Agreement shall be mutually agreed upon and executed by the Board and Contractor.

6.2.4 For any Option Term extension of this Agreement beyond the Initial Term, then an Amendment to this Agreement shall be mutually agreed upon and executed by the Board and Contractor.

6.2.5 For any change that increases the Inmate Telephone Billing Rates set forth on Exhibit C (Telephone Rates and Payment Schedule) consistent with Paragraph 9.4.2 or Paragraph 9.5.2 of this Agreement, an Amendment shall be mutually agreed upon and executed by the Board and Contractor.

6.2.6 Notwithstanding Paragraph 6.2.3 above, an Amendment shall be mutually agreed upon and executed by Sheriff and Contractor for any of the following:

(a) any change that decreases the Inmate Telephone Billing Rates set forth on Exhibit C (Telephone Rates and Payment Schedule) consistent with Paragraphs 9.4.2 and/or 9.5.2,

(b) any change that increases or decreases the Inmate Telephone Billing Rates set forth on Exhibit C (Telephone Rates and Payment Schedule) consistent with Paragraph 9.4.3,

(c) any change that decreases the billing rate set forth on Attachment 2 (Speed Dial Call Rate to Designated County Entities) consistent with Paragraph 9.4.4,

(d) any change that incorporates new technologies, methodologies, and techniques into the System or any of its components, consistent with Paragraph 15 (New Technology) and such other changes to the Agreement as are necessary or desirable in order to implement such option, and

(e) any change that exercises the options set forth in the Exhibit B (Statement of Work), Section 2.2.1 (Description of Inmate Telephones), Section 2.3.2.5 (Pre-Paid Call Services), and Section 6.0 (Proof of Concept) and such other changes to the Agreement as are necessary or desirable in order to implement such options.

7. TERM

7.1 The term of this Agreement shall commence November 1, 2011, and shall terminate on October 31, 2016, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The County has the option, at the County's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to three (3) additional one (1) year periods, and a maximum of a six (6) month transition period in any increment (an "Option Term") for a maximum total Agreement Term not to exceed eight (8) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4 above.

7.2 Contractor shall notify both Sheriff Project Director, Sheriff Project Manager, Probation Project Director, and Probation Project Manager when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term). Upon occurrence of this event, Contractor shall send written notification to the addresses herein provided in Subparagraphs 3.1 (Sheriff Project Director), 3.2 (Sheriff Project Manager), 3.3 (Probation Project Director), and 3.4 (Probation Project Manager).

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless

and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

9. PAYMENT AMOUNTS AND TELEPHONE BILLING RATES

If any payments due under this Paragraph 9 (Payment Amounts and Telephone Billing Rates) are not received by County within the period specified in this Paragraph 9, County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

9.1 Minimum Annual Guarantee (MAG)

Contractor shall pay to County an annual MAG payment to the Sheriff's Department and to the Probation Department, in accordance with the payment method agreed upon between County and Contractor listed in Exhibit C (Telephone Rates and Payment Schedule), as stated below:

9.1.1 Contractor shall pay the Sheriff's Department an annual MAG in the amount of Fifteen Million Dollars ($15,000,000). Contractor shall pay the Sheriff's Department monthly a pro-rata portion of the annual MAG in the amount of One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) within ten (10) calendars days of the beginning of each month during the Agreement. The first monthly MAG payment shall be paid by November 10, 2011. [ten (10) calendar days following commencement.]

9.1.2 Contractor shall pay the Probation Department an annual MAG of Fifty-Nine Thousand Dollars ($59,000) by November 30, 2011 [end of the month following commencement] and by the same month and date of each Agreement year thereafter.

9.2 Downtime Credits & Liquidated Damages

In addition to the other payments described in this Paragraph 9, Contractor shall pay to County any amounts due as downtime credits under Section 3.5.10 (Downtime Credits) of Exhibit B (Statement of Work) and liquidated damages under Paragraph 12.0 (Liquidated Damages; Withholds) within thirty (30) days of the notification, except where such amounts are the subject of dispute under Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

9.3 Commission

9.3.1 In accordance with Exhibit C (Telephone Rates and Payment Schedule), the County Commission Rate shall be equal to 67.5% of Contractor's Total Billable Amount, excluding applicable taxes.

9.3.2 At the end of each Agreement year, the actual County commissions earned ("County Earned Commissions") at the above stated County Commission Rate will be compared to the total MAG payments made during the corresponding Agreement period. In the event that the County Earned Commissions earned during the Agreement period exceeds the total MAG payments due County for the corresponding period, the excess amount will be "Trued-Up" by adding the difference to the County's next subsequent monthly MAG payment as required in Subparagraph 9.1.1 and in Exhibit C (Telephone Rates and Payment Schedule). The True-Up amounts shall be calculated and shown based upon each of the Sheriff's Department and the Probation Department total commissions earned. In the event that a True-Up is due at the termination or expiration of the Agreement, Contractor shall make payment to County for such True-Up amount within thirty (30) calendar days of such expiration or termination. Within one (1) Business Day of either Sheriff Project Director's or Probation Project Director's request, Contractor shall provide detailed supporting documentation for each calculation of the County Earned Commissions and True-Up amounts hereunder. Contractor represents and warrants that it shall truly and accurately calculate all County Earned Commissions and True-Up amounts in accordance with this Agreement.

9.4 Inmate Telephone Billing Rates

9.4.1 Contractor shall charge for Collect and Pre-Paid Calls at the rates set forth in Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedule). These rates shall remain the same and fixed for the first three (3) years of the Agreement.

9.4.2 Beginning three (3) years after the commencement of the Term, Contractor may be permitted to raise the rates set forth in Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedule). Contractor may, at County's discretion, be permitted to increase such rates a total of two (2) 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. Such changes shall be made

by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by the Board and Contractor.

9.4.3 Notwithstanding the above limitations on rate increases, Contractor shall be 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), or other governmental agency. Such changes shall be made by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff and Contractor.

9.4.4 Contractor shall charge the County for Speed Dial Calls made by Inmates to designated County entities at the rate set forth in Attachment 2 (Speed Dial Call Rate to Designated County Entities) of Exhibit C (Telephone Rates and Payment Schedule). This call rate shall remain firm and fixed for the first six (6) months of the Agreement and then may adjusted downward only. Such changes shall be made by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff and Contractor.

9.5 Miscellaneous Fees

9.5.1 Contractor shall only charge the miscellaneous fees incurred by call recipients for which revenue share to County is not realized that are expressly set forth on Exhibit C (Telephone Rates and Payment Schedule), and only in the amounts and at the rates set forth on Exhibit C (Telephone Rates and Payment Schedule). These rates shall remain the same and fixed for the first three (3) years of the Agreement.

9.5.2 Beginning three (3) years after the commencement of the Term, Contractor may be permitted to raise the rates set forth in Exhibit C (Telephone Rates and Payment Schedule). Contractor may, at County's discretion, be permitted to increase such rates a total of two (2) 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. Such changes shall be made by way of Amendment as required in Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by the Board and Contractor.

10. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Correctional Services Division
Twin Towers Complex
450 Bauchet Street, Room E888
Los Angeles, CA 90012
Attention: Lt. Ron Gilbert
Facsimile: (323) 415-1915

Los Angeles County Probation Department
Management Services Bureau
4549 Telegraph Road
Los Angeles, CA 90022
Attention: Director James Johnson
Facsimile: (323) 262-8828

with a copy to:

(2) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754
Attention: Susie Cousins, Assistant Director
Email: scousin@lasd.org
Facsimile: (323) 415-1069

To Contractor:

PCS

11859 Wilshire Boulevard, Suite 600
Los Angeles, CA 90025
Attention: Joseph Pekarovic, Vice President
Email: joe.pekarovic@teampcs.com
Facsimile: (310) 954-2108

The Sheriff Project Director and the Probation Project Director shall have the authority to issue all notices or demands, which are required or permitted by either or both the Sheriff's Department or the Probation Department under this Agreement.

11. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

12. LIQUIDATED DAMAGES; WITHHOLDS

12.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

12.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames (unless with respect to a particular deficiency, that there is to be no cure period is expressly provided). Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

12.2.1 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances such damages are as specified in the Performance Requirements Summary (PRS) Chart, attached hereto as Exhibit D and that Contractor shall be liable to County for liquidated damages in

the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

12.2.2 Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

12.3 The action noted in Subparagraph 12.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

12.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 12.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

13. DEFICIENCIES

13.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include any malfunction, error, or defect in the design, development, or implementation of any Work provided hereunder; any error or omission, or deviation from the specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, in whole or in part, not performing in accordance with the provisions of this Agreement, including Exhibit B (Statement of Work), Exhibit H (Inmate Telephone System (ITS) and Services Functional Capabilities and Features), and any executed Change Order or Amendment, as determined by the Sheriff Project Director and Probation Project Director, in their sole discretion.

13.2 Corrective Measures

The concerned County Project Manager shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the timeline set forth in Exhibit B (Statement of Work). Contractor acknowledges that, as part of Maintenance and Support Services provided to County, Contractor may be required to repair, replace or reinstall all or any part of the ITS, or other material, or create an Update, in order to remedy a Deficiency.

13.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the concerned County Project Manager in accordance with the procedures set forth in Paragraph 13.2.

14. MAINTENANCE AND SUPPORT

Contractor shall provide at no additional cost to County all Maintenance and Support Services for the ITS in accordance with Exhibit B (Statement of Work) and otherwise with this Agreement.

15. NEW TECHNOLOGY

15.1 Without limiting Contractor's obligation to provide County Updates, Contractor and County acknowledge the probability that the technology of the System or any of its components provided under the Agreement will change and improve during the Term. County desires the flexibility to incorporate into the ITS any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise both Sheriff Project Director and Probation Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the ITS or any of its components.

15.2 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 ITS, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the ITS or any of its components. County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies, and techniques into the System or any of its components pursuant to the provisions of Paragraph 6 (Change Orders and Amendments) of this Agreement.

16. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1 (Agreement and Interpretation), 2 (Definitions), 9 (Payment Amounts and Telephone Billing Rates), 10 (Notices), 11 (Arm's Length Negotiations), 13 (Deficiencies), 14 (Maintenance and Support), 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
FOR
INMATE TELEPHONE SYSTEM (ITS) AND SERVICES
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy SEP 20 2011

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy
SEP 20 2011

PUBLIC COMMUNICATIONS SERVICES, INC.

By _____
Jeffrey Haidinger, President
Services

77655

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 SEP 20 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in Paragraph 2 (Definitions) of the Agreement or in Attachment 1 (Glossary of Terms) to Exhibit B (Statement of Work).

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed Contractor's Non-Employee Acknowledgment and Confidentiality Agreement (see Exhibit E2 (Contractor's Non-Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such Contractor's Non-Employee Acknowledgment and Confidentiality Agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

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, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its 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 claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the 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.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, including all records and information pertaining to Inmates, telephone usage, and/or payment or prepayment of any calls, accounts, etc. and all events and/or circumstances which are obtained, to which Contractor has access and/or which occur during the course of Contractor's performance under the Agreement (collectively in this Exhibit, "confidential information"), events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Data Security Guidelines, Card Rules, Federal, State, and local laws, rules, regulations, ordinances, guidelines, standards, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor's Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit E2 to the Agreement) for each non-employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any person or organization other than County without County's prior written authorization that such information is releasable; and (d) at the expiration or termination of the Agreement, return all such information to County or maintain such information according to the written procedures sent to Contractor by County for this purpose. Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement 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.

5.2 In the event that County terminates this Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0

(Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Telephone Rates

and Payment Schedule) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel. Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.5 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the ITS or any other County systems through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the ITS or any other County systems to County or any user or which could alter, destroy, or inhibit the use of the ITS or any other County systems, or the data contained therein (collectively in this Paragraph 12.5, "Disabling Device(s)"), which could block access to or prevent the use of the ITS or any other County systems by County or users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered goods to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents its use contained on such media.

12.6 Contractor has the full power and authority to grant all rights granted by this Agreement to County.

12.7 No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.

12.8 County is entitled to use the ITS and all other tasks, deliverables, goods, Services and other Work acquired hereunder, in each case, in accordance with the terms of this Agreement.

12.9 Contractor shall support the ITS for the Term.

12.10 Contractor shall maintain comprehensive data security procedures and practices appropriate to the nature of the confidential information, which shall include, but not be limited to, reasonable and appropriate technical, organizational, administrative and other security measures, to protect the confidential information from unauthorized access, destruction, use, modification, or disclosure. The content and implementation of the data security program and associated technical, organizational, administrative and security measures shall be fully documented in writing by Contractor, and Contractor shall provide comprehensive training on the data security program to all parties granted access to the confidential information. The documentation shall address control architecture, encryption and data separation procedures, access control and verification, the presence or absence of audit trails, system testing and monitoring, disaster recovery and back-up, and program responsibility, among other items.

12.11 Under no circumstances shall Contractor make any changes in its technical, organizational, administrative and other security measures that materially weaken any technical, organizational, administrative or other security measure in place to safeguard the confidential information or result in Contractor's failure to meet any of the minimum standards set forth in this Agreement.

12.12 To the extent Contractor removes the confidential information from any media under its control that is taken out of service, Contractor agrees to permanently destroy or securely erase such confidential information. Under no circumstances shall Contractor, or such entity as the case may be, use or re-use media on which the confidential information has been stored for any purpose unless such confidential information has been securely and permanently erased.

12.13 As a precondition to accepting the first credit/debit card payment with respect to the ITS and/or any of the other Services, Contractor shall submit a letter from an authorized officer of Contractor (a) certifying that Contractor or each such entity, as the case may be, is in compliance with Visa U.S.A. Cardholder Information Security Program (in this Paragraph 12.0, "CISP") and the Payment Card Industry (in this Paragraph 12.0, "PCI") Data Security Standard and (b) detailing the status of such compliance, including, without limitation, an identification of any security vulnerabilities identified in connection with Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto. Thereafter, no less frequently than annually and, in any event, within forty-five (45) days of the completion of any CISP and/or PCI Data Security Guidelines compliance audit with respect to Contractor, Contractor shall provide a letter from an authorized officer of Contractor (a) certifying that Contractor is in compliance with CISP and PCI Data Security Guidelines and (b) detailing the status of such compliance, including, without limitation, an identification of any security vulnerabilities identified in connection with

Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto.

12.14 Without limiting Paragraph 18.0 (Compliance with Applicable Law, Etc.), Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies, guidelines and directives (in this Paragraph 12.0, "Laws") relating to incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity of any confidential information pertaining to citations or payment thereof (collectively in this Paragraph 12.0, "Security Incidents"), including without limitation, California Civil Code Section 1798.82. Under no circumstances will this Paragraph be deemed to confer upon County responsibility for Contractor's compliance with all applicable Laws.

12.15 No later than forty-eight (48) hours of the occurrence of any Security Incident, Contractor shall (a) provide the concerned County Project Director and the concerned department's Chief Information Security Officer with written notification detailing such Security Incident, (b) investigate (with County's participation if so desired by County) such Security Incident, (c) perform a root cause analysis and prepare a corrective action plan, (d) provide written reports of its findings and proposed actions to County for its review, (e) to the extent such Security Incident is within Contractor's areas of control, remediate such Security Incident or potential Security Incident and prevent its recurrence at Contractor's sole cost and expense, (f) cooperate with County in providing any notices that County deems appropriate to affected data subjects, government agencies, credit bureaus and other entities, and (g) cooperate with County in any litigation and investigation against third parties deemed necessary by County to protect the confidential information. Contractor shall be solely responsible for all costs it incurs as a result of compliance with the above requirements. No later than ten (10) Business Days of the concerned County Project Director's request therefore, Contractor shall make the staff responsible for compliance with the Data Security Guidelines available for a conference call with County staff to discuss each Security Incident and the response to such Security Incident, which response shall include, but not be limited to, the steps taken (a) to prevent the reoccurrence of such a Security Incident and (b) to comply with the provisions of this Paragraph 12.0 with respect to such Security Incident.

12.16 Without limiting any provisions of this Agreement, Contractor shall bear: (a) the costs incurred by Contractor in complying with its legal obligations relating to such breach, and (b) in addition to any other costs, expenses, or damages for which Contractor may be liable for under this Agreement, the following costs incurred by County in responding to such breach, to the extent applicable: (i) the cost of providing notice to affected individuals, (ii) the cost of providing notice to government agencies, credit bureaus, and other required entities, (iii) the cost of providing affected individuals with credit monitoring or restoration services for a

minimum of twelve (12) months or such longer minimum period required by applicable Law, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (iv) call center support for such affected individuals for a specific period not to exceed thirty (30) calendar days, (v) the cost of any other measures required under applicable Law, and (vi) any other damages for which Contractor would be liable under this Agreement, including, but not limited to costs incurred by issuing banks to restore or correct the data subject's credit or credit standing.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contracts Monitoring Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

13.2.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to

County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.2.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

13.2.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

13.2.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

13.2.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

13.2.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.2.13 **Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

13.2.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13.3 Insurance Coverage

13.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

13.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.3.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $1 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

  Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 **Indemnification Obligation.** Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the ITS or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 14.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such cots and expenses.

14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon

such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the ITS or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the ITS or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the ITS or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the ITS or damages or other costs or expenses (in this Subparagraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

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

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

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

18.0 COMPLIANCE WITH APPLICABLE LAW, ETC.

18.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, Data Security Guidelines and Card Rules, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, Data Security Guidelines or Card Rules, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit F (Contractor's EEO Certification).

20.2 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, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during Normal Business Hours, allow County representatives access to Contractor's employment records during Normal Business Hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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 the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 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 Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 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 Paragraph 24.0 (Conflict of Interest) shall be a material breach of this Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material

breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD 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 meetings.

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of 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, a copy

of which is attached as Exhibit I and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with 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: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement 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. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 Consistent with the requirements of Exhibit B (Statement of Work), all Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a Background Check as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

34.2 If any of Contractor's staff, subcontractors or agents do not pass the Background Check, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.

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

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 (Background and Security Investigations) shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at

County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

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 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 40.1, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 40.1 of this Exhibit.

40.3 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, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and 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 County and 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. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. 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 Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

42.0 RECORDS AND AUDITS

42.1 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

42.2 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during Normal Business Hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and

other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Unit Manager, Los Angeles County Sheriff's Department, 4700 Ramona Boulevard, Monterey Park, CA 91754.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, 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 Agreement.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (if applicable)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the maximum contract sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, 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 set forth in Exhibit J (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the

subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) 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.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit; 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 Agreement, become the exclusive property of 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." 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.

52.2 In the event 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 bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

53.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

53.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

53.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

53.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further

agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

58.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

59.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

60.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

60.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates

funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

63.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

63.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Agreement will maintain compliance with Los Angeles County Code Chapter 2.206.

64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIOIN PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

65.0 NOTICE OF DELAYS

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

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EXHIBIT B

STATEMENT OF WORK

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

EXHIBIT B
STATEMENT OF WORK

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

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EXHIBIT B
STATEMENT OF WORK

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

Capitalized terms in this Statement of Work without definition herein shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Agreement, and, if not defined therein, in Attachment 1 (Glossary of Terms) to this Exhibit B (Statement of Work).

1.0 INTRODUCTION

Without limiting the more detailed descriptions set forth in subsequent sections of this Exhibit B (Statement of Work), Exhibit H (ITS and Services Functional Capabilities and Features), and otherwise in the Agreement, the Contractor's Work hereunder shall include the following, in each case in accordance with the Agreement, this Exhibit B (Statement of Work), Exhibit H (ITS and Services Functional Capabilities and Features), and otherwise.

1.1 Purpose

The Contractor shall provide an Inmate Telephone System (as further defined in the Agreement, "ITS") and Services to be used by inmates and detainees located throughout the Sheriff's Department Custody and Detention Facilities and by juvenile detainees at the Probation Department's Detention and Camp Facilities (collectively "Inmates"). The ITS and Services shall provide automated operator, Collect Call, and Pre-Paid Call capabilities. The ITS and Services shall include all necessary Telephone Platforms, Telephone Instruments, and all other equipment necessary to perform the functions and Services described in the Agreement 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 ITS and Services must comply with the American with Disabilities Act and Title 24 of the California Board of Corrections Regulations (http://www.bdcorr.ca.gov). The Services provided shall be under the direction of the Sheriff Project Director and Probation Project Director.

1.2 Overview

The Sheriff's Department and Probation Department have custody and detention facilities located throughout Los Angeles County. In the Sheriff's Department Custody and Detention Facilities, there are currently 4,010 Inmate telephones in place servicing an average daily Inmate population of 20,480. The Average Daily Inmate Population can expand to 23,782, when all Sheriff's Department Custody and Detention Facilities are fully open. The standard Inmate phone hours

within the Sheriff's Department Custody and Detention Facilities are 06:00 am to 10:00 pm daily, with some variation from facility to facility. The Probation Department currently has 191 Inmate telephones in place servicing an Average Daily Inmate Population of 2,246. The standard Inmate phone hours within the Probation Department Detention and Camp Facilities are also 06:00 am to 10:00 pm daily, with some variation from facility to facility. The Contractor should be aware that, per Probation Department's Directive No. 1166 issued on May 1, 2008, the Probation Department shall facilitate telephone calls to all detained Minors in Probation Department Detention and Camp Facilities to enhance the reunification process. Per Directive No. 1166, Minors shall have access to at least one (1) free telephone call per week except for a limited duration while safety and security are a concern. These free telephone calls will not be made via the telephone system under this Agreement.

Inmates are generally allowed to make phone calls without restriction. These phone calls are either (1) Collect Calls or (2) Pre-Paid Calls through the use of a Pre-Paid Phone Card or Pre-Paid Account.

The ITS phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made by Inmates from the Probation Department and calls made to criminal defense attorneys, including the Los Angeles County Public Defender, whose telephone numbers shall be predetermined by the County and then downloaded by Contractor into the ITS.

Phone calls to certain numbers shall be blocked on a System-wide basis and to others on a case-by-case basis. The County Project Directors and County Project Managers, in addition to Sheriff's Department Inmate Telephone Monitoring System (ITMS) Unit investigative staff, shall have the ability to block any telephone number whenever deemed necessary. System-wide Blocked Calls include those to prosecuting attorneys and government officials. These numbers will be predetermined by the County and then downloaded by Contractor into the ITS. Calls to victims and/or witnesses shall be blocked on a case-by-case basis by adding specific numbers into the ITS at the request of the County.

Inmate telephone services are currently provided by Global Tel*Link Corporation (GTL). Contractor shall be required to plan, finance, and implement the phased integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone services. Contractor

shall 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 Sheriff Project Director and Probation Project Director or designees.

All Inmate telephones are currently owned by GTL. Contractor shall 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 is contained in Attachment 2.1 (Sheriff's Department Custody and Detention Facilities) and Attachment 2.2 (Probation Department Detention and Camp Facilities) to this Statement of Work.

GTL will continue to operate and maintain its telephone systems and equipment under the terms and conditions of the existing contract, pending the transition and acceptance of the new ITS and Services at each Sheriff's Department Custody and Detention Facility and Probation Department Detention and Camp Facility.

The ITS shall provide sufficient security safeguards to preclude fraudulent use of the ITS. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers and attempts to initiate 3-way calls and call forwarding.

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

The ITS shall have the capability to record the content at one hundred percent (100%) of all Inmate telephone calls. Recordings must be selectable by Telephone Instrument, group of Telephone Instruments, facility, and/or called number. Once recorded, the content of the call must be stored for retrieval in a proprietary format for up to one (1) year on all calls. The ITS shall have the capability to transfer the recorded calls to removable media for archiving or review. The proprietary software shall be made available to the County indefinitely after the termination of the Agreement for recordings identified by the County.

The ITS shall be capable of generating a variety of management reports. The ITS shall be able to identify calls by time, location, specific Telephone Instrument, and/or number called. The ITS 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 ITS maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the Sheriff Project Manager and Probation Project Manager. Any routine or scheduled maintenance that could affect Inmate 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 Calls and Pre-Paid Calls in accordance with tariff requirements of both FCC and CPUC.

During the Term of the Agreement, the Contractor shall work closely with the County and make specific recommendations that may improve and/or enhance Inmate telephone services. New and updated technologies that may improve and/or enhance the County's ITS and Services shall be considered by the Sheriff Project Director and Probation Project Director pursuant to Paragraph 15 (New Technology) of the Agreement.

2.0 SYSTEM REQUIREMENTS

2.1 General Requirements

The ITS shall provide for an automated operator telephone system and call billing services, capable of providing Collect Call or Pre-Paid Call services throughout the continental 48 states, Alaska and Hawaii. The ITS shall also provide for international Pre-Paid Call services throughout Canada, Mexico, South America, and to over-seas destinations.

2.2 Inmate Telephones

2.2.1 Description of Inmate Telephones

All 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 custody and detention environments. The Telephone Instruments 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 Telephone Instruments shall be suitable for indoor and outdoor installations and shall have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle or a handset that is cordless. Cordless instruments may be of slightly larger or smaller size, depending on the manufacturer's specifications and availability. The Telephone Instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins, bills, or credit cards as payment.

Instrument requirements are based on current technology and facility need. New technology and/or Telephone Instruments determined to be better suited for the custody and detention environment may be substituted at the request of County or Contractor with County approval, subject to Paragraph 6 (Changes Orders and Amendments) of the Agreement.

The Contractor shall provide a Portable Telephone system for Sheriff's Department Custody and Detention Facilities, at Sheriff's Department's discretion, with a minimum of one (1) at each facility that addresses such needs as overflow housing and administrative segregation. The Portable Telephone use

will be facilitated by Sheriff's Department facility staff that will connect the Portable Telephone to a telephone jack and wheel the Portable Telephone to cells or dayrooms for Inmate usage. The Portable Telephone Instruments shall be on a rigid cart with wheel castors, sufficiently sized to fit through thirty-six (36) inch doors. The handset telephone cord and the marine cord lengths shall be determined by the Sheriff Project Manager. The handset telephone cord must be in armored flex tubing, and the marine cord must be permanently attached to the cart and capable of plugging into a pre-positioned telephone jack as designated by the Sheriff Project Manager or designee. Any departure from these specifications must be approved in writing by the Sheriff Project Manager or designee. Contractor may be required to provide a true cordless handset telephone at select facility locations as directed by the Sheriff Project Director or designee.

The Contractor shall be required to install a Telephone Instrument in the Inmate Trusty quarters at each of the Sheriff's Department stations listed on Attachment 2.1 for the exclusive use of Inmate Trusties assigned to that Sheriff's Department station. These Telephone Instruments shall possess the same monitoring, recording, and archiving capabilities of all phones at other Sheriff's Department Custody and Detention Facilities.

2.2.2 Physical Safeguards

Inmate Telephone Instruments shall be tamperproof and consist of rugged steel encased housings and shockproof keypads. All handsets, earpieces, and mouthpieces shall be of heavy-duty construction with no removable parts. Telephone Instruments shall be configured with a braided steel receiver cord twelve (12) inches in length to reduce the risk of suicide by hanging. Cordless phones shall have an on/off hook switch and may be required at the County's discretion. All Telephone Instruments shall be both water and fire resistant, and have key-locked mountings to the wall. All other Inmate Telephone Instrument associated equipment, including outdoor installations, shall meet the County's safety and security standards as determined by the Sheriff Project Manager and Probation Project Manager.

2.2.3 Support for Hearing Impaired

The ITS 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 Inmate Telephone Instruments are required at each Sheriff's Department Custody and Detention Facility and a minimum of two (2) TDD Telephone Instruments are required at each of the Probation Department's three (3) juvenile halls and the Challenger Memorial Youth Center.

Amplified Handsets may also be required in specific Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Those telephones shall be fitted with a volume control device, which allows the Inmate to increase or decrease the volume of the headset earpiece.

2.2.4 Other Features

The ITS shall provide the capability to turn telephones on or off remotely throughout the System and have a manual and automated on/off switch (System Administrator Kill Switch) in selected locations within each Sheriff's Department Custody and Detention Facility and each Probation Department Detention and Camp Facility. The Telephone 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 functional coin drop and coin return slots, as the cavity of the Telephone Instrument must be sealed completely.

2.2.5 Electrical Requirements

All Telephone Instruments shall be line powered, with the exception of those that are TDD. All Telephone Instruments shall not require 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. ITS servers and recording equipment must remain operational during a temporary loss of power and shall have an uninterruptible power supply (UPS) system capable of operation for a minimum of eight (8) hours.

Contractor's UPS system shall operate in conjunction with the Sheriff's and Probation Departments' 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. UPS requirements will vary by facility, and as such, the power supply at each facility shall be modified accordingly to provide eight (8) hours of uninterrupted back-up power. In addition, a system alert mechanism shall be established to notify the Contactor immediately upon any loss of power to the ITS.

2.2.6 Premises Wiring Standards

The premises wiring currently installed in the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities complies with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902 which will be made available to Contractor upon request.

All premises wiring systems installed by Contractor shall be in accordance with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902. All premises wiring systems installed by 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 shall be responsible for any changeover costs associated with the installation of Inmate Telephone Instruments, associated equipment, and Telephone Enclosures. The Contractor's type of Telephone Instruments and Telephone Enclosures shall be subject to written approval by Sheriff Project Manager and Probation Project Manager.

2.3 Class of Service

2.3.1 No Live Operator Access

The Contractor's automated operator ITS shall be capable of completing Collect Calls or Pre-paid Calls within forty-five (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 ITS shall be capable of prompting a caller to select the appropriate language by pressing the appropriate keypad digit. The Contractor's automated operator ITS shall be capable of supporting English, Spanish, and other languages required by the Sheriff's Department and Probation Department.

2.3.2.2 Collect or Pre-Paid Prompt

The Contractor's automated operator ITS shall be capable of prompting a caller to select either Collect Call or Pre-Paid Call by pressing the appropriate telephone keypad digit.

The Contractor's automated operator ITS shall provide capability for the Inmate to verify the current balance remaining on the Pre-Paid Phone Card by pressing a telephone key-pad digit following an automated operator prompt during Pre-Paid Call set-up or call completion. The ITS shall also provide a means for Pre-Paid Account holders to verify the balance remaining on their Pre-Paid Account.

2.3.2.3 Personal Identification Prompt

The Contractor's automated operator ITS 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 required for Pre-Paid Calls. The PIN number must be automatically assigned to the Pre-Paid Phone

Card, and shall possess a sufficient security measure to hide the PIN prior to delivery through the use of a concealing coating or "scratch off" which the receiving Inmate will remove to reveal the PIN composed of a series of digits.

The ITS shall prompt the caller to speak his/her name, followed by keypad entry of the PIN number for Pre-Paid Phone Card calls, followed by the entry of the destination telephone number. Sequence changes and/or other changes in branding or prompts shall be approved by the concerned County Project Director.

2.3.2.4 Collect Call Set-Up

The Contractor's automated operator ITS shall verify that a destination number called is an authorized number (not blocked or restricted), 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 number (Unauthorized Call) or blocked number (Blocked Call), 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 an unbillable number, then the call recipient and Inmate shall both be advised and afforded the opportunity to complete the call utilizing Pre-Paid Call services. Some Collect Call may be restricted due to imposed charge limits, or past due account status of the number called. 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.

The Collect Call maximum dollar amount to any single destination phone number will be $125 in any continuous 30-day period. Any variation to this set amount would be at the mutual agreement of the County and the Contractor.

2.3.2.5 Pre-Paid Call Services

The ITS and Services must provide Pre-Paid Call services through the use of both a Pre-Paid Phone Card (for purposes of this Section, "card") and a Pre-Paid Account as defined in the Exhibit A (Glossary of Terms) of this Exhibit B (Statement of Work) and described herein.

Pre-Paid Phone Cards

Sheriff's Department Pre-Paid Phone Cards are presently distributed to Inmates through the existing Inmate commissary system (the current commissary vendor is Keefe Commissary Network). Notwithstanding the above method, the distribution method of the Pre-Paid Phone Cards shall be determined by the County.

Contractor shall be required to enter into an agreement with the Sheriff's Department 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 inmate telephone services contractor selling cards to the commissary vendor at face value. The commissary vendor then adds a handling fee onto the face value of the card and this cost is passed onto the Inmate requestor of the card and ultimately retained by the commissary vendor. For example, the inmate telephone services contractor sells the card to the commissary vendor for $10.00. The commissary vendor sells the card to

the Inmate for $10.75. The card number is activated in the System at the time it is sold to the commissary vendor.

Under this Agreement, the Contractor will sell the cards in denominations of $10.00 and $20.00 to the commissary vendor under a NET 45 agreement, allowing the commissary vendor 45 days to pay the Contractor for the cards. The commissary vendor will then add a $0.75 handling fee to the $10.00 card making the total cost to the Inmate $10.75 and a $0.75 handling fee to the $20.00 card making the total cost $20.75. Cards must have the ability to allow domestic and international calls.

The ITS and Services must provide a method to allow an Inmate to transfer the orphaned balance on any Pre-Paid Phone Card purchased to a newly purchased card by using an Inmate telephone. The ITS and Services must also provide a method to resolve orphaned balance issues when the Agreement has expired. These methods shall not impact the current daily operation of the custody environment or require County personnel to perform any task. In addition, the Contractor may be required to provide explanatory language on Pre-Paid Phone Cards which details procedures for the retrieval of orphaned balances as directed by the Sheriff Department Project Director.

Test Pre-Paid Phone Cards shall be made available to the Sheriff Project Director and/or Sheriff Project Manager upon request throughout the Term of the Agreement for purposes of System testing by the Sheriff's Department.

The Probation Department will not utilize Pre-Paid Phone Card services at this time, but Probation Department reserves the right to utilize Pre-Paid Phone Card services in the future, in County's sole discretion. Such option shall be exercised in the form of Amendment to the Agreement consistent

with Paragraph 6 (Changes Orders and Amendments) of the Agreement.

Pre-Paid Accounts

The Contractor shall also make available Pre-Paid Accounts to individuals outside the Sheriff's Department Custody and Detention facilities desirous of receiving phone calls from any Inmates. The method and application of doing so are subject to prior written approval of Sheriff Project Director.

Kiosks

The County has the option, exercisable in the County's sole discretion, to require Contractor to enter into an agreement with the commissary vendor (or provide as a stand-alone) for the addition of cash-acceptance kiosks located outside of Sheriff's Department Custody and Detention Facilities and/or Probation Department Detention and Camp Facilities at strategic locations to be determined by the Sheriff Project Director. The exercise of such option be in the form of an Amendment to the Agreement consistent with Paragraph 6 (Change Orders and Amendments) of the Agreement.

The Contractor shall bear all costs associated with provision and installation of these devices if a standalone solution, or if born by Contractor and the commissary vendor jointly, as mutually agreed in such combined endeavor. Any fees for service and handling shall be pre-approved by the Sheriff's Department Project Director.

The County has the option, exercisable in County's sole discretion, to require the Contractor to allow these external kiosks to provide for electronic transfer of funds functionality for Inmate deposits either initially, or at a later time. The exercise of such option shall be in the form of an Amendment to the Agreement consistent with Paragraph 6 (Change Orders and Amendments) of the Agreement. In the event the County

exercises such option, the Contractor would likely be required to enter into an agreement for pass through of electronic transfer of funds transactions (credit/debit card transactions for Inmate deposits via the kiosk) with one of the County's credit/debit card processing vendors, with which the County has an agreement.

2.3.2.6 Pre-Paid Call Set Up

The Contractor's automated operator ITS 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 number (Unauthorized Call) or to a blocked number (Blocked Call), 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 ITS prompt, identifying the caller as an Inmate at one of the Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities.

2.3.2.7 Pre-Recorded Call Branding Announcements

When an Inmate places a call, the ITS 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 Sheriff's Department ITS 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 Sheriff's Department Custody and Detention 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."

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

"This is 'Contractor.' You have a collect call from 'Inmate's name,' a ward in 'name of the specific Probation Department Detention and Camp Facility.' To accept 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 applicable state and federal requirements with regard to rate disclosures.

For Pre-Paid Calls, the 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 Phone Card and Pre-Paid Account Status

The Contractor's automated operator ITS shall provide capability for the Inmate to verify the current status (balance remaining) of a Pre-Paid Phone Card and to allow the owner of the Pre-paid Account to verify current status (balances remaining) of the Pre-Paid Account 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 ITS shall be capable of interrupting/disconnecting Inmate telephone calls when unauthorized or illegal activities are detected by either the ITS System or an ITMS user, and

may provide a pre-recorded announcement pertaining to the reason for the call interruption at the County's discretion.

2.3.2.12 Call Records

The ITS shall be capable of maintaining and archiving Call Records consistent with requirements set forth in Paragraph 2.13 of this Exhibit B (Statement of Work), for all Inmate telephone calls attempted, blocked, accepted, and completed, including any calls that were interrupted and the reason for interruption.

2.3.3 Speed Dial, No Cost Calls to Inmates and Sheriff's Department

Contractor shall provide Speed Dial configurations that provide certain specified phone numbers for Inmate(s) to call designated County entities associated with the governing of the Inmates' welfare, such as Public Defender and Alternate Public Defender. These configurations shall be provided through the Contractor at no cost to the Inmate or the Sheriff's Department. Contractor may be required at any point during the Term of the Agreement to add additional Speed Dial configurations, if any, at the discretion of the Sheriff Project Director at no cost to the Inmate or the Sheriff's Department. Contractor shall provide Speed Dial configurations for Inmates to contact the designated County entities at the flat call rate billable to the County as set forth in Attachment 2 (Speed Dial Call Rate to Designated County Entities) to Exhibit C (Telephone Rates and Payment Schedule) and consistent with Paragraph 9.4.4 of the Agreement.

2.3.4 Booking Calls

Each newly booked Inmate is entitled to make three (3) completed no cost local calls during the booking process and shall be in compliance to California Penal Code § 851.5. The Contractor shall provide a calling solution to the newly booked Inmate to make the three (3) calls at no cost to the Inmate, County, Sheriff's Department, and call recipients.

2.4 Hours of Service

2.4.1 Normal Operations

The Contractor's automated operator ITS shall be capable of continuous 24x7x365 operation, and the Contractor shall ensure line concentration shall not adversely affect Inmates' ability to initiate and successfully negotiate outbound calls from within a Sheriff's Department Custody and Detention Facility and Probation Department Detention and Camp Facility. Adequate bandwidth, lines, equipment, platform efficiencies, etc., in directing and handling calls must be sufficiently pre-considered and provided for by the Contractor to ensure the County's connect call ratio remains in the 99-100% range.

2.4.2 System Shut-Down

The Contractor's automated operator ITS shall support the capability to program, by telephone, cellblock, floor, day room, dormitory, pod, 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 ITS shall provide the capability to turn Inmate telephones on and off remotely throughout the ITS, and also have manual on/off switches at all Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities, with locations within each facility to be determined by the concerned County Project Director.

2.5 Inmate Call Duration

2.5.1 Maximum Call Duration

The Contractor's automated operator ITS shall be capable of limiting the duration of Inmate telephone calls. The maximum Inmate call duration shall be set at sixty (60) minutes. However, the Contractor's System must be capable of increasing or decreasing maximum duration, and Contractor shall make such alterations at the request of the concerned County Project Director, should it be determined to be in the best interest of the applicable of the Sheriff's Department or Probation Department.

2.5.2 Call Duration Administration

The Contractor's automated operator ITS shall be capable of setting call duration limits by telephone, cellblock, floor, day room, dormitory, pod, facility, or System-wide remotely from the System Administrative Consoles provided under this Agreement.

2.6 Authorized Call Lists

The Contractor's automated operator ITS shall provide the capability for creation and administration of Authorized Call Lists. The Authorized Call List shall contain the complete list of telephone numbers that specified Inmates may call. The intent of the Authorized Call List is to prevent fraudulent or criminal use of ITS by certain classes of Inmates.

For planning purposes, it is estimated that a maximum of one (1) percent of the Inmate population for both Sheriff Department and Probation Department Inmates could be subject to call list restrictions at any given time, utilizing designated telephones at high security Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Inmates subject to Authorized Call List restrictions in Sheriff's Department Custody and Detention Facilities are generally 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 Project Manager and Probation Project Manager.

2.6.1 Call List Administration

If implemented, an Inmate's Authorized Call List would be created at the Inmate's booking, processing, classification, and/or other time/location as determined by the County. This Authorized Call List 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 Sheriff Project Manager and Probation Project Manager.

The Contractor's automated operator ITS shall provide the capability to check the System's list of unauthorized telephone numbers pursuant to Section 2.10.1 of this Exhibit B (Statement

of Work) to verify the Inmate's proposed Authorized Call List contains authorized telephone numbers. Unauthorized telephone numbers shall be rejected.

2.7 Calls to Attorney or Public Defender

The Contractor's automated operator ITS shall provide for Collect, Pre-Paid, and/or Speed Dial Calls as applicable, to the Inmate's private attorney or public defender. Such calls shall not be monitored or recorded by the ITS.

Prior to completing a connection, the ITS shall compare the dialed number with a list of telephone numbers known to be private attorneys and/or 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 ITS must automatically disable monitoring and recording of that call.

2.7.1 Establishment of Non-Recording List

All requests received by the Contractor from attorneys for inclusion on the list of non-recorded numbers shall be forwarded to the Sheriff Department's ITMS Investigative Unit Sergeant or designee. While ITMS Investigative Unit personnel will physically input approved attorney telephone numbers, this electronic listing shall be maintained by the Contractor's System in such a manner that record of any additions, edits, and deletions are archived and able to be queried and immediately retrieved upon request by County. The master listing and archived records shall be accessible via specified System Administrative Consoles by the Sheriff Project Director and Sheriff Project Manager and designated administrative and/or specified ITMS investigative personnel.

2.8 General Calls

The Contractor's automated operator ITS shall provide for Collect Calls and Pre-Paid Calls, as permitted in accordance with procedures authorized by the Sheriff Project Manager and Probation Project Manager.

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 (Call Acceptance) or by written notification to the Sheriff Project

Manager or Probation Project Manager 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 Project Manager and Probation Project Manager or designees.

2.9 Prevention of In-Coming Calls

The Contractor's automated operator ITS shall prevent all incoming calls to Inmate telephones in Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. Any attempted incoming calls shall be rejected, and appropriate information (if available) shall be recorded, archived, and reported to the concerned County Project Director and County Project Manager.

2.10 Call Blocking Requirements

The Contractor's automated operator ITS shall maintain a database containing blocked telephone numbers. The ITS shall be capable of blocking calls by area code, prefix, or destination numbers. A master listing of blocked numbers shall be available for query/review at any time electronically on System Administrative Consoles provided under this Statement of Work.

The ITS shall also afford a means for the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager, and their designees, including ITMS investigative staff, to block numbers electronically and independently via designated System Administrative Consoles provided under this Statement of Work.

The Sheriff Project Director and Probation Project Director or designees may also notify the Contractor of the telephone number(s) the County desires to be blocked. The Contractor shall block telephone number(s) when requested as soon as practical, but under no circumstances greater than eight (8) hours after the initial request.

When applicable, the Contractor's automated operator ITS shall be capable of System sensitivity modifications and shall be configurable to prevent attempts at Unauthorized Calls, while simultaneously preserving legitimate calls and avoiding erroneous disconnects.

2.10.1 Unauthorized Numbers

The Contractor's automated operator ITS shall detect and block attempted Inmate calls to unauthorized telephone numbers. Unauthorized numbers shall include but are not limited to 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 a court of law. A master listing of unauthorized numbers shall be available for query/review/modification by County at any time electronically on System Administrative Consoles provided under this Agreement.

2.10.2 Restricted Numbers

As described in Section 2.3.2.4 and hereunder, the Contractor's automated operator ITS shall detect and block attempted Collect Calls to restricted numbers. A master listing of restricted numbers shall be available for query/review/modification by County at any time electronically on System Administrative Consoles provided under this Agreement.

2.10.3 Three-Way Calling

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

Appropriate information regarding any detected possible Inmate three-way call attempts shall be recorded, archived, and the concerned County Project Manager alerted for possible Inmate call monitoring, recording, or other corrective action. (Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

2.10.4 Call Forwarding

The Contractor's automated operator ITS shall employ appropriate security safeguards to detect and potentially block attempted call forwarding of Inmate calls.

Appropriate information regarding any detected Inmate call forwarding attempts shall be recorded, archived, and the concerned County Project Manager alerted for possible Inmate call monitoring, recording, or other corrective action.

(Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

At regular intervals, the Contractor shall keep the Sheriff Project Manager and Probation Project Manager apprised of current call forwarding sensitivity settings, any success, and/or perceived or actual negative affect on calls as a result of current settings. Prior to any System modifications in this area, which could affect the County, the Contractor shall apprise and receive written approval of the concerned County Project Manager.

2.10.5 Cell Phone Numbers

The Contractor's automated operator ITS must detect and potentially block attempted Collect Calls to cell phone numbers. Pre-Paid Calls may be allowed to specified cell phone numbers, in accordance with procedures at each Department's discretion.

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 ITS shall be limited solely to the placing of automated operator assisted Collect Calls and Pre-Paid calls.

2.10.6.2 No Special Calling Services

The Contractor's automated operator ITS shall detect and potentially block all other types of Inmate calls including but not limited to: local operator calls (0), Information (411), Emergency Services (911), time (555-1212), business or special service numbers (such as 1-700, 1-800, 1-887, 1-888, 1-900 and 1-976 numbers) and numeric sequences associated with other call carriers for operator services (such as 1-950 numbers, or as otherwise specified in Section 2.10.6.3).

2.10.6.3 No Other Long Distance Calling Plans

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

2.10.6.4 No Public Nuisance Calls

The Contractor's automated operator ITS 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 Project Manager and Probation Project Manager 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 Sheriff Project Director and Probation Project Director for review and written approval. This listing shall be available for query/review/modification by County at any time electronically on specified System Administrative Consoles provided under this Agreement.

Appropriate information regarding any detected Inmate call attempts to unauthorized telephone numbers shall be recorded, archived, and the Sheriff Project Manager and Probation Project

Manager alerted for possible Inmate call monitoring, recording, or other corrective action.

2.11 Call Monitoring Requirements

Contractor's automated operator ITS shall provide capability to monitor Inmate telephone calls at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities shown in Attachments 2.1 and 2.2 of this Exhibit B (Statement of Work).

Contractor's automated operator ITS shall provide the capability to monitor any Inmate Telephone Instrument and any Inmate telephone call.

The Contractor shall provide twenty-five (25) System Administrative Consoles for Sheriff's Department facilities and one (1) System Administrative Console for Probation Department Communications office, as well as additional locations, as specified by the Sheriff Project Director for the purpose of monitoring and recording Inmate phone calls. The requirements for the System Administrative Consoles are described further in Section 3.6.1 (System Administrative Consoles).

The Contractor shall supply a means to identify call recipient information associated with the dialed telephone numbers (e.g. Haines reverse directory). When the call recipient information is confidential as determined by the Contractor, the Contractor shall have no obligation to reveal the information without a court order. All costs and expenses associated with maintaining confidentiality of call recipient information, including legal proceedings, shall be at the sole expense of Contractor.

2.12 Call Recording Requirements

Contractor's automated operator ITS shall provide capability to record Inmate telephone calls at Sheriff's Department Custodial and Detention Facilities shown in Attachment 2.1 of this Exhibit B (Statement of Work). The Contractor's automated operator ITS shall provide capability to record any and all Inmate telephone calls.

The ITS must be capable of recording one hundred percent (100%) of all Inmate telephone calls. Calls must be recorded in their entirety, up to the sixty (60) minute time limit for Inmate calls per Section 2.5.1

(Maximum Call Duration) of this Exhibit B (Statement of Work). Recordings must be selectable by Telephone Instrument, group of Telephone Instruments, facility, or called number.

The ITS shall capture and record unauthorized activities. System Administrative Consoles provided under this Exhibit B (Statement of Work) shall be capable of reporting unauthorized Inmate calls. (Refer to Section 4.2.e (Summary of Any Unauthorized Inmate Call Activity Detected)).

2.13 Call Archiving and Retrieval

The Contractor's automated operator ITS shall provide capability to archive and immediately retrieve all recorded Inmate telephone calls via any System Administrative Console and any Sheriff's Data Network computer with internet capability. Once recorded, the content of the call must be stored by the Contractor and be available for immediate retrieval via method determined by the Sheriff Project Manager for a period of up to three (3) years, and all calls, complete and incomplete, for up to one (1) year at the discretion of the Sheriff Project Manager; and the ITS must have the capability to transfer the recorded calls to an off-line media for archiving or review. (NOTE: The ITS must be capable of preventing recording of calls in certain sections of the facilities as it pertains to Pro-Per Inmates, as the calls of Pro-Per Inmates are not recorded.)

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. Telephone number that was dialed.
e. Duration of the telephone call.
f. Time that the telephone call was terminated.
g. PIN number, if applicable.

The Contractor shall copy, save, and store off-line data for archived Inmate calls in the Contractor's proprietary .wav format.

The ITS 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 2000, XP, Vista,

and Windows 7 based personal computer, or other format to be determined by the County.

The ITS 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.

2.14 Call Billing Requirements

The Contractor shall be responsible for comprehensive billing services for all calls including Collect Calls, Pre-Paid Calls, and international calls 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.

3.0 SYSTEM ADMINISTRATION

The Contractor shall (a) create two (2) Project Control Documents, one each for Sheriff's and Probation Departments, to include a Project Plan, schedule, risk assessment, and related project control documentation and (b) provide ongoing management of the project and updating of such Project Control Documents, throughout the Term of the Agreement.

3.1 Develop Project Control Document

Within thirty (30) calendar days of the effective date of the Agreement, the Contractor shall create, and deliver to County, Project Control Documents (PCD), one for the Sheriff's Department and one for the Probation Department, consistent with this Exhibit B (Statement of Work). The contents of each PCD shall 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 the Contractor will contribute to meet Sheriff's and Probation Departments' 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 and Probation Departments; all based upon information provided to the Contractor by Sheriff's and Probation Departments, 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 shall also highlight all agreed activities, deliverables, or milestones; for which Sheriff's and Probation Departments are 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. **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).

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

9 **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 Project Manager shall submit the initial release document to the Sheriff Project Manager and Probation Project Manager for review and comment. These County Project Managers will be responsible for distributing copies of the initial release document, for County's internal review. These County Project Managers are responsible for consolidating the County's comments and for providing a clearly marked version of the draft document to the Contractor Project Manager. These County Project Managers will have ten (10) Business days from receipt of the PCD to review and return the consolidated comments to the Contractor Project Manager, unless otherwise agreed to by the parties. The Contractor shall review and evaluate the County's comments and respond to the County in writing, within five (5) Business days from receipt of County's comments. The County's comments and the Contractor's response will be discussed and integrated into a final and agreed version, within five (5) Business days, unless otherwise agreed to by the parties. The Sheriff Project Director, the Probation Project Director, and the Contractor Project Director shall sign the final version of the PCD.

3.2 Current Inmate Telephone System

Inmate telephone services are currently provided by Global Tel*Link Corporation (GTL). GTL presently owns the Inmate telephone system and Telephone Instruments currently in operation within the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities.

3.3 Phased Integration of New Inmate Telephone System

The Contractor shall be required to develop and submit detailed plans for the provision of necessary telephone equipment and the phased integration of the new ITS, while minimizing the impacts to current Inmate telephone system operations. The detailed plan is due thirty (30) calendar days following the effective date of the Agreement. Any Contractor planned facility modifications shall require the concerned County Project Manager's prior written approval. Should Contractor elect to utilize existing Telephone Instruments, Contractor shall at its own risk, cost, and expense enter into an agreement with GTL to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current inmate telephone system and services agreement.

3.3.1 System Integration Planning Considerations

In order to ensure a smooth system transition, the Contractor shall provide all necessary Telephone Instruments, 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 communications rooms at each County facility listed on Attachments 2.1 and 2.2 to this Exhibit B (Statement of Work). 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 County 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 County facility. Existing telephone systems and Telephone Platforms shall remain in place until the phased installation and cutover is complete, and the new ITS and equipment become fully operational.

The new automated operator ITS and Telephone 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 without Deficiencies, and written acceptance by the concerned County Project Director.

All telephone installation plans and schedules will be reviewed and approved by the Sheriff Project Manager and Probation 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 ITS, including, but not limited to, plans and schedules for the installation and integration of collect, pre-paid, local, and international telephone systems and services at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities. These facilities include locations which currently have telephone systems installed, and identified locations which do not, yet, have telephone services.

The detailed System Integration and Test Plan is due from the Contractor to the Sheriff Project Director and Probation Project Director, thirty (30) calendar days following the effective date of this Agreement.

3.3.3 Telephone Instrument Adds, Moves, Changes

Throughout the Term of this Agreement, the Contractor may be required by County 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. Throughout the Term of this Agreement, the Contractor shall also 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 Sheriff Project Director and Probation Project Director and at no cost to the County, during and at the end of the Term of this Agreement.

3.4 Contractor Staffing Responsibilities

In accordance with Paragraph 4 (Administration of Agreement-Contractor) of the Agreement, the Contractor shall provide a Contractor Project Director, responsible for project oversight, and a full-time Contractor Project Manager who will serve as the County's primary point of contact for daily administrative and technical matters regarding the Agreement. The Contractor shall also provide two (2) System Administrators to assist the County with daily administration, operation, and maintenance of the Contractor's automated operator ITS and Services.

The Contractor shall provide on-call support for the technical investigation and resolution of problems and shall additionally provide sufficient staff support for connectivity issues within the span of control of the Contractor, associated with System Administrative Consoles provided under this Agreement and investigator remote access to the ITS recording, playback and other feature functionality. It is the Contractor's responsibility to ensure the Sheriff Project Manager and Probation Project Manager are provided the most current roster of Contractor personnel providing services under this Agreement including but not limited to the Contractor Project Director, Contractor Project Manager, Contractor System Administrator(s), and Contractor technical support personnel providing Work under the Agreement.

3.4.1 Contractor Project Director

The Contractor Project Director must be a permanent Contractor employee and 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 a minimum of 10,000 Inmate calls per day system-wide.

3.4.2 Contractor Project Manager

The Contractor Project Manager must be a permanent Contractor employee and shall be technically qualified and have a minimum of three (3) years experience in the day-to-day management and administration of large-scale telephone services to federal, state, or county Inmate custodial accounts with a minimum total of 10,000 Inmate calls per day system-wide.

The Contractor Project Manager shall supervise the two (2) System Administrators.

3.4.3 Contractor System Administrators

The two (2) on-site System Administrators must be full-time permanent Contractor employees and assigned to perform the required Work under this Agreement. The System Administrators shall report to the Contractor Project Manager and provide direct assistance to the Sheriff Project Manager. These two (2) System Administrators shall be qualified to provide below listed services, including but not limited to:

3.4.3.1 Technical telephone services including System administration, operation, and maintenance of the Contractor's automated operator ITS.

3.4.3.2 ITS adds/moves/changes, as well as troubleshooting procedures for the investigation and resolution of ITS hardware, software and other component problems.

3.4.3.3 Generating essential ITS summary reports and submitting concepts, analyses and recommendations to increase revenue aside from increased Inmate telephone call tariffs.

3.4.3.4 Traveling to different County locations with travel and communication means provided by the Contractor to perform required Work as determined by the Sheriff Project Manager under this Agreement whenever necessary.

Both on-site System Administrators may be housed at the Business Management Unit (BMU) office of the Offender Services Bureau, located at the Sheriff's Department, Twin Towers Correctional Facility, or other locations determined by the Sheriff Project Director. The work schedules for the on-site System Administrators are to be determined by the Sheriff Project Director as generally Monday through Friday with sufficient coverage to meet the needs and requirements of the Agreement.

3.4.4 Contractor Technical Support

Technical support shall be provided via secure internet links to the Contractor Technical Support Center (see Section 3.5.8 below) supporting the Contractor's automated operator ITS. The Contractor shall provide for on-site technical support during System installation and testing, and on-call technical support for the investigation and timely resolution of ITS hardware, software or other component problems and as otherwise stated in this Section 3.4 and/or Section 3.5 of this Exhibit B (Statement of Work).

The Contractor technical support staff shall be fully trained and capable of performing ITS adds/moves/changes, as well as procedures for the investigation and resolution of ITS hardware, software or other component problems.

3.5 System Operations Plan; System Maintenance and Support

The Contractor shall submit a System Operations Plan that describes the 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. The detailed System Operations Plan is due from the Contractor to the Sheriff Project Director and Probation Project Director thirty (30) calendar days following the effective date of this Agreement.

The Contractor shall additionally provide the maintenance and support services with respect to the ITS as described in this Section 3.5 and otherwise in this Exhibit B (Statement of Work) (collectively, "Maintenance and Support Services").

3.5.1 System Operations

The Contractor's automated operator ITS shall be capable of continuous 24x7x365/66 operation.

The Contractor's automated operator ITS shall have the capability to monitor ITS operations at Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities, and to alert the Contractor System Administrator when System problems or outages occur.

The Contractor shall provide the essential System administration and investigative functions at remote locations and County facilities via dedicated System Administrative Consoles and other connectivity.

The Contractor's automated operator ITS shall support the capability to program, by telephone, cellblock, floor, day room, dormitory, facility, and/or System-wide, features that will enable/disable Inmate telephone operations by time of day or day of week from a remote System Administrative Console or localized System Administrator Kill Switch.

Under normal operations, Inmate telephones may be shut down for scheduled periods of time, such as mandatory Inmate counts, 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 ITS at Sheriff's Department Custody and Detention Facilities and at Probation Department Detention and Camp Facilities.

Such activities may be performed (on-site or remotely) Monday through Friday, during County's Normal Business Hours (8:00

am-5:00 pm), excluding County holidays. The Contractor shall provide centrally located, on-site staffing to support normal operational requirements at the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities, and travel (as needed) to support County facilities.

The Contractor shall utilize a remotely located 24x7x365/66 Technical Support Center to monitor System operations at the Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp Facilities, and assist in the troubleshooting and resolution of System problems.

3.5.3 Response to System Problems, Outages, and Other Deficiencies

Reporting of all System problems, outages, and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, through toll-free telephone and fax numbers, and via email. Contractor shall provide for 24 hour per day, 7 day per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System problems, outages, and other Deficiencies. County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Technical Support Center: Contractor must respond to and resolve System problems, outages, and other Deficiencies in accordance with the following timeframes, following the determination and/or notification of the problem, outage, or other Deficiency:

Inmate Telephone System – Capabilities/Components other than Monitoring

Severity Level	Response Time[1]	TAT[2]	Severity Level Definition
1	Two Hours	Eight Hours	**Critical.** = When 25% or more of a single housing units (Module / Dorm / Pod) telephones are out of service.
2	Four Hours	Twenty-Four Hours	**Severe.** = When 10% to 24% of a single housing units (Module/ Dorm / Pod) telephones are out of service. Or, when a

[1] Response Time means the time from County's initial service request to Contractor's commencement of service.
[2] Turnaround Time (TAT) means the time from County's initial service request to Contractor's completion of service and Deficiency resolution.

			single Telephone Instrument is out of service and more than ten (10) Inmates are not able to make telephone calls as a result.
3	Twelve Hours	Five Business Days	**Minor.** = When one Telephone Instrument is out of service and additional telephones are in the area available for Inmates to use.
4	Seventy-Two Hours	Ten Business Days	**Cosmetic.** = A Telephone Instrument is damaged but is capable of completing telephone calls.

Inmate Telephone System – Monitoring Capabilities/Components

Severity Level	Response Time	TAT	Severity Level Definition
1	Two Hours	Four Hours	**Critical.** = Recording or monitoring capabilities have stopped / or retrieval of recorded telephone calls cannot be accomplished, or the Contractor's supplied System Administrative Console will not function.
2	Four Hours	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.
3	Eight Hours	Twenty-Four Hours	**Minor.** = The System's responses are slower than normal, however proper operations are occurring / or keyboard, mouse or printer is malfunctioning.
4	Twenty-Four Hours	Three Business Days	**Cosmetic.** = The System's hardware is damaged but functioning (key missing from keyboard / key on keyboard sticking)

Contractor acknowledges and agrees that, as part of Maintenance and Support Services provided to County, Contractor shall be required to repair, replace, or reinstall any equipment required under the Agreement that sustained damages due to inmate abuse, theft, natural perils such as fire, water or other components, or create an Update in order to remedy a Deficiency, at no cost to the County.

In the event a Deficiency cannot be solved within the applicable TAT, the Contractor must contact the concerned County Project Manager immediately via cell phone as to the problem and location and propose a plan to correct the problem.

Contractor's proposed solution must meet with the satisfaction of and be approved by the concerned County Project Manager(s).

In the event of an emergency as determined by concerned County Project Managers, the Contractor must have the capability of bringing in additional technicians dedicated solely to ITS to perform service under this Agreement at no cost to the County.

3.5.4 System Recovery Operations

The Contractor shall manage and coordinate recovery operations for any ITS problems or outages, and also prepare reports for management describing the problem and corrective action taken.

Following each Severity Level 1 or 2 service request, 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 system problem report.

3.5.5 Updates

Subject to the remainder of this Section 3.5.5, Maintenance and Support Services shall include: (i) any upgrades, updates, enhancements, revisions, new version releases, improvements, bug fixes, patches, and modifications to the ITS or any component thereof, (ii) any testing or modifications as may be necessary to maintain ITS functionality, including as modified by any Updates, and (iii) any updates or modifications required during the Term in order for the ITS and each component thereof to remain in compliance with applicable federal or state and local laws and regulations (collectively, "Updates"), which Updates shall be provided by Contractor to County at no additional cost. Any Update delivered by Contractor to County is deemed a part of the ITS and shall be included in the rights granted to County pursuant to the Agreement.

3.5.6 System Maintenance

The Contractor's automated operator ITS shall be capable of supporting On-Line System Maintenance, either on-site or remotely, while minimizing impact to normal operations.

The Contractor shall coordinate planned System maintenance with Sheriff Project Director and Probation Project Director or Sheriff Project Manager and Probation Project Manager not less than forty-eight (48) hours in advance. System maintenance shall be scheduled, whenever possible, in order to minimize potential impact to prime Inmate calling periods. Any deviations will require the concerned County Project Managers' written approval.

The Contractor shall conduct and perform monthly maintenance inspection of all Telephone Instruments and report each inspection on Attachment 5 (Monthly Maintenance Report) to this Exhibit B (Statement of Work).

3.5.6.1 Problem Reporting

The Contractor shall develop and submit procedures to the County Project Managers for informing the 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 both on-line support and a toll free calling number to report emergent service requests. Such procedures shall comply with Section 3.5.3 (Response to System Problems, Outages, and Other Deficiencies) and otherwise with this Exhibit B (Statement of Work).

3.5.6.2 Intentionally Omitted

3.5.6.3 On-Call for Emergency Repairs

The Contractor shall provide for on-call technical staff to respond to after-hours emergency repairs (i.e., Severity Levels 1 and 2 service requests) to the ITS.

3.5.6.4 Maintenance Records and Reports

The Contractor shall prepare and maintain maintenance records and submit monthly reports describing problems encountered and corrective action taken in accordance with the reporting requirements set forth herein.

3.5.6.5 Investigation of Major System Problems

The Contractor shall 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.

3.5.6.6 Preventative Maintenance

The Contractor shall develop procedures and schedules to conduct monthly Preventative Maintenance on ITS, and all equipment and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. (See Attachment 5 (Monthly Maintenance Report) to this Exhibit B (Statement of Work)).

The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventative Maintenance.

While the County assumes no liability for loss, damages, or vandalism, the County may provide secured storage at strategic locations for pre-positioned spare Telephone Instruments, tools, emergency supplies, equipment and repaired part

inventories for both convenience of the Contractor and expediency in repairs.

Contractor shall provide a list of the above mentioned items to be stored by the County. This list must be approved by the Sheriff Project Manager and Probation Project Manager prior to the actual storage of such parts by Contractor. Any of these items that are used for maintenance and repair must be replaced within seventy-two (72) hours at Contractor's expense. The Sheriff Project Manager and Probation Project Manager will ensure that periodic inspection of the items is made and the quantity of these items can be verified against the list. Contractor must have all items available on-site when providing the maintenance and repairs.

3.5.6.7 Routine Maintenance

Any routine server or recording equipment maintenance which negatively impacts telephone usage shall be conducted by the Contractor only during the hours of 12:01 am and 6:00 am and should include advance notification to the County via electronic mail, in person, or by telephone during Normal Business Hours.

The Contractor shall notify the concerned County Project Directors and County Project Managers of any routine downtime (and as otherwise provided in Section 3.5.6 (System Maintenance) of this Exhibit B (Statement of Work)) via electronic mail, in person, or by telephone during normal business hours. If the routine downtime will render inaccessible, an ITS component that provides recording or monitoring capabilities, then Contractor shall provide County at least twenty-four (24) hours advance notice via email or electronic messaging to concerned County Project Manager.

Any emergent downtime shall require immediate telephonic notification to the concerned County Project Director and County Project Manager.

3.5.6.8 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 Sheriff's Department Custody and Detention Facilities and each Probation Department Detention and Camp Facilities are maintained in good working order. These monthly inspections shall be documented in the Monthly Maintenance Reports. (See Attachment 5, (Monthly Maintenance Report) to this Exhibit B (Statement of Work)).

3.5.6.9 Regular Management Meetings

The Contractor Project Director or Contractor Project Manager shall attend regularly scheduled management meetings, including Title 15 Meetings, organized by Sheriff Project Director and Probation 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 ensure the timely investigation of Inmate complaints pertaining to ITS operations and/or billing errors. The process shall provide various means for the Contractor to receive either Inmate or outside customer complaints including, but not limited to, a toll free number, 24/7 fax number, and e-mail address and/or web link.

Results of investigations and any corrective action taken shall be provided in writing to the concerned County Project Manager within seven (7) Business days following the Contractor's notification of the complaint and/or billing error.

The Contractor shall submit to the concerned County Project Manager copies of all Inmate complaints and resolutions monthly and shall maintain a historical record of such complaints and dispositions.

The Contractor may be required to modify their complaint investigation procedures in order to meet County needs.

3.5.8 Contractor's Technical Support Center

The Contractor shall utilize a remotely located Technical Support Center to monitor System operations at the Sheriff's Department Custody and Detention Facilities and each Probation Department Detention and Camp Facilities and to assist in the troubleshooting and timely resolution of problems.

During Normal Business 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 ITS.

The Contractor's Technical Support Center shall notify Sheriff Project Director and Probation Project Director of any observed technical problems or abnormal conditions via System email, Contractor-provided System Administrative Consoles, or via electronic mail, in person, or by telephone during Normal Business Hours.

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 ITS, and dispatch on-call maintenance support staff as needed for the repair and maintenance of major problems. To the extent consistent with Section 3.5.3 of this Exhibit B (Statement of Work), the Contractor's Technical Support Center may defer the repair of minor problems, consistent with procedures approved in writing by the County Project Managers.

The Contractor shall submit to the County Project Managers, 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 Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities.

Contractor shall seek clearance through the concerned County Project Manager at least twenty-four (24) hours in advance

when Contractor technical support staff, not previously cleared, require admission into Sheriff's Department Custody and Detention Facilities and Probation Department Detention and Camp Facilities for emergent repairs.

After Normal Business Hours, emergent clearances may be requested from the on-duty Sheriff's Department Watch Commander or the highest ranking Probation Department official of the concerned facility. In such instances, the concerned County Project Manager shall be immediately informed. All Contractor Service staff shall be prepared to present a valid photo identification, which includes name, address, physical description, and date of birth. Additionally, Contractor 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 Project Directors and County Project Managers shall be afforded contact information sufficient to establish immediate contact with the Contractor Project Director and Contractor Project Manager on a daily (24x7x365/66) basis.

The Contractor shall additionally provide the County with call lists for Contractor's senior management personnel, who can also be contacted in case of emergency. Refer to Exhibit K (County and Contractor Administration) of the Agreement.

3.5.10 Downtime Credits

Downtime Credits shall accrue under this Exhibit B (Statement of Work) for any Deficiency in either the Monitoring Capabilities/Components or the Capabilities/Components other than Monitoring portions of the ITS as follows:

For each Severity Level 1 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of $100.00 per hour that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved, based on full 1-hour increments.

For each Severity Level 2 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of $50.00 per hour that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved, based on full 1-hour increments.

For each Severity Level 3 or 4 Deficiency that is not resolved within the applicable TAT set forth above in Section 3.5.3, Contractor shall credit the County in an amount of $50.00 per 24-hour period that a component of the ITS is deficient. In instances where such a deficiency exists, Contractor shall pay the Downtime Credits based on full 24-hour increments from the time Contractor is notified of the deficiency until the time the ITS deficiency is fully resolved. Downtime Credits in this instance will not accrue for any partial 24-hour period until the entire 24 hours has elapsed.

Contractor shall pay the County the total amount of Downtime Credits due in accordance with Paragraph 9.2 (Downtime Credits & Liquidated Damages) of the Agreement.

3.5.11 County Responsibilities

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

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

(2) Must provide Contractor with reasonable access to the ITS during the times requested by Contractor subject to County facility's access approval policies described in this Exhibit B (Statement of Work) and otherwise in the Agreement. County will not unreasonably withhold such access. Such access shall be exclusively for Maintenance and Support Services purposes and shall be subject to Contractor's obligations to protect County's

proprietary and confidential information set forth in this Agreement; and

(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 to provide 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.

3.6 Inmate Telephone System Administration

3.6.1 System Administrative Consoles

Contractor's ITS shall provide County the capability to effectively and efficiently perform essential System administration functions. Such functions shall include, but shall 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. Inmates 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 ITS shall provide the capability to perform System administration functions from System Administrative Consoles located at Sheriff's Department Custody and Detention Facilities and at Probation Department Communications office. 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 County may require limited administrative rights on some System Administrative Consoles, as directed by the Sheriff Project Director and as otherwise provided for in this Statement of Work.

All System Administrative Console monitors shall be a minimum of nineteen (19) inches for ease in viewing. At the Sheriff Project Director's discretion, the County may designate up to ten (10) monitors of greater size for purposes of more easily displaying detailed spreadsheets, Ad Hoc Queries, and investigative query/results screens.

The Sheriff's Department Business Management Unit (BMU) and Probation Department Communications office consoles shall each include a high quality color printer sufficient to meet the needs of the County in producing a variety of high quality reports, as specified by the concerned County Project Manager.

Contractor's platform software shall utilize plain English terminology and avoid codes or symbols which make navigation difficult and/or require referencing separate screens, or distal portions of the software to interpret. The System software should, be user-friendly, with displays and prompts which are easily understood, intuitive and employ readily discernable icons that contribute to an effective user experience. The Contractor's software should provide a variety of sort and query features which allow the user to seek information and view results in a rapid and efficient means. In the simplest of terms, the Contractor's software should fundamentally ease navigation, while simultaneously promoting feature functionality.

The Contractor shall provide twenty-five (25) System Administrative Consoles for the Sheriff's Department facilities at locations to be determined by the Sheriff Project Director. It is anticipated the System Administrative Consoles will be deployed at all custody facilities, BMU main office, investigative units, and/or additional off-site locations.

The Contractor shall provide one (1) System Administrative Console required for the Probation Department Communications office.

3.6.2 System Administrative Console Technical Description

The System Administrative Consoles must include a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the Term of the Agreement.

The Contractor may be required at the end of the third year of the Agreement or thereafter to replace any or all System Administrative Console related components at the request of the Sheriff Project Director and Probation Project Director should equipment be determined as outdated and/or inefficient.

The Contractor's System Administrative Consoles shall include but are not limited to computer hardware and software, computer memory, disk storage capacity, computer display, and printer. The Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of Inmate calls. The Contractor shall also provide the telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The System Administrative Consoles constitute a component of the ITS.

3.6.3 Required System Administrative Console Locations

The Contractor shall provide System Administrative Consoles at the Sheriff's Department Custody and Detention Facilities locations to be determined by the Sheriff Project Director and at Probation Department Communications office.

3.6.4 System Operations Status

The System Administrative Console shall be capable of providing real time System status displays, including the current operational status of ITS at both on-site and remote facilities.

3.6.5 System Security

The ITS shall provide for security safeguards designed to control access to the System. Access to the System shall be password protected and limited to the concerned County Project

Director or designee. 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 ITS and Inmate monitoring/recording techniques. Training shall include classroom and hands-on training for County system administrators, investigators and personnel determined by the Sheriff Project Director and Probation Project Director.

Approximately 200-300 Sheriff's Department and 20 Probation Department members will require System investigative and/or administration training at intervals requested by the Sheriff Project Director and Probation Project Director.

The Contractor shall provide additional System investigative and/or administration training as required by the Sheriff Project Director and Probation Project Director for new personnel assigned as County system administrators, managers, investigators and recurrent training as needed.

Contractor shall also provide training to County staff on report retrieval and Ad Hoc Queries as requested by the Sheriff Project Director and Probation Project Director or Sheriff Project Manager and Probation Project Manager.

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 submit Fortnightly Project Status Reports during the System Integration Period to the County. The Contractor shall submit such reports to the Sheriff Project Manager and Probation Project Manager on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports shall, at a minimum, state:

(a) 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 and Probation Departments may reasonably require.

4.1.2 Contractor's Account Management and Reporting Responsibilities

In accordance with Paragraph 4.2 (Contractor Project Manager) of the Agreement, the Contractor shall provide a full-time Contractor Project Manager who will serve as the County's single point of contact for all administrative and technical matters regarding the Agreement, including submission of the Monthly System Management Reports to Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager. The Monthly System Management Reports shall include the following information for each facility by Collect Calls, Pre-Paid Calls, and international calls:

1. Financial data, including call volume, total minutes, gross amount billed, Minimum Annual Guarantee (MAG) payment(s), and un-collectables. This report will be available to BMU and Probation Department's System Administrative Consoles only.
2. Maintenance activity, including problems encountered and corrective action taken to resolve. This report will be available to BMU and Probation Department's System Administrative Consoles only.
3. Summary of complaints received and corrective action taken to resolve. This report will be available to BMU and Probation Department's System Administrative Consoles only.

4. Summary of usage and non-usage by telephone. This report will be available to all System Administrative Consoles.
5. Call attempts. This report will be available to BMU and Probation Department's System Administrative Consoles only.
6. Pre-Paid Call services. This report will be available to BMU and Probation Department's System Administrative Consoles only.
7. Non-working phone report in real-time. This report will be available to all System Administrative Consoles.

4.2 Monthly Project Reports

The Contractor shall be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS. 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, but shall not be limited to, information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total downtime for each phone shall also be included. These reports shall be available to all System Administrative 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 by domestic Pre-paid Phone Card, Pre-paid Account, and Collect Calls, and by international calls. This report shall be available to BMU and Probation Department's System Administrative Consoles only.

c. **Total Inmate Calls Uncompleted**
Reports shall be in summary format, and shall include the total number of calls, broken down by type of call, including domestic Pre-Paid Phone Card, Pre-Paid Account, and Collect Calls, and by international calls, as

well as indicating the cause associated with the incompletion of the calls and an aggregate total of each value. This report shall be available to BMU and Probation Department's System Administrative Console only.

d. **MAG report**
This report shall contain the annual or monthly historical contemporary MAG payment information. This report shall be available to BMU and Probation Department's System Administrative Console only.

e. **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 shall be available to all System Administrative Consoles.

f. **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 Sheriff Project Manger and/or Probation Project Manager. This report shall be available to all System Administrative Consoles.

g. **Telephone Inspection and Maintenance Log**
This report shall be submitted to the Sheriff's and Probation Departments on a quarterly basis or as required by the Sheriff Project Manager and Probation Project Manager. This report shall be available to BMU and Probation Department's System Administrative Console only.

h. **Ad Hoc Query and Reports**
Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and/or Probation Project Manager.

These features shall be available to BMU and Probation Department's System Administrative Consoles only.

The Contractor shall submit one (1) soft copy of both Monthly Project Reports and Monthly System Management Reports on three (3) CD-Rs to each of the following: a) Sheriff Project Manager at Sheriff's Department, Correctional Services Division, Offender Services Bureau, Business Management Unit, 450 Bauchet St., Rm. E888, Los Angeles, CA 90012; and b) Probation Project Manager at Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize Microsoft Word or other format to be determined by the Sheriff Project Manager and Probation Project Manager, for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The Contractor's written reports are due no later than 5:00pm. on the fifth (5^{th}) Business Day of the month reporting on ITS for the prior month.

4.3 Year-End Summary Reports

The Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's automated operator ITS. The reports shall minimally provide total call volume, total minutes, and total revenue for each type of call, including Collect, domestic Pre-Paid Phone Card, Pre-Paid Account, and international calls, and shall also include an aggregate total of each of these values. The reports shall also indicate the MAG, un-collectibles and recovered un-collectibles, including any accounts receivables sold during the year.

The Contractor is encouraged to add categorical data for this report where it better serves to meet the County's intent. More specifically, this report is intended to provide an at a glance, yet comprehensive means of deciphering the various areas in which revenue is generated and must provide an intuitive means for both County review and reconciliation.

The reports shall also include in summary format by facility, 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 a soft copy of the Year-End Summary Reports on three (3) CD-R to each of the following: a) Sheriff Project Manager at Sheriff's Department, Correctional Services Division, Offender Services Bureau, Business Management Unit, 450 Bauchet St., Rm. E888, Los Angeles, CA 90012; and b) Probation Project Manager at Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022.

The Contractor's written reports shall utilize Microsoft Word or other format to be determined by the Sheriff Project Manager and Probation Project Manager, for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5^{th}) Business Day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

In addition to submitting required fortnightly/monthly/annual ITS management reports, within thirty (30) calendar days following the end of the Agreement year, the Contractor Project Director or Senior Management personnel (Contractor's executive management personnel to whom Contractor Project Director reports) shall meet with the Sheriff Project Director, Probation Project Director, Sheriff Project Manager, and Probation Project Manager and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year.

The Contractor shall also maintain and archive Inmate telephone billing records for the full duration of the Agreement, and an additional five (5) years beyond the Agreement Term.

5.0 INMATE TELEPHONE SYSTEM FACILITY SAFEGUARDS

5.1 Requirements for Entry - County Custodial/Detention/Camp Facilities

Consistent with the requirements of the Agreement, the Contractor, Contractor's employees, and/or sub-contractor's employees, shall meet all specified requirements for admission into any County custody or detention facility, including but not limited to the following:

a. Individual has not been incarcerated at any federal prison, state prison, or County jail within the last five (5) 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 five (5) years.

d. Individual has not been convicted of murder, sex crimes, weapon law violations, felonious assault, or spousal abuse.

e. Individual does not have a relative housed in the Los Angeles County jail.

f. Individual does not have outstanding warrants.

g. Individual is not currently on probation or parole.

h. Individual did not make untruthful or incomplete statement on applications.

In addition, the County reserves the right to deny entry at its discretion for reasons which are confidential and relate to legitimate security interests.

All individuals entering into any Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility 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 a County custody facility, they are required to notify the Contractor, and the Contractor shall notify the Sheriff Project Director and Probation Project Director immediately. Contractor's employees are not permitted to work in a custody facility where a relative is housed.

5.2 Contractor's Personnel Requirements

All personnel employed by the Contractor shall be competent, trustworthy, and well qualified to perform the Work. The Contractor shall submit to the Sheriff Project Manager and Probation Project Manager, a current roster including all employees that are required to enter County facilities to perform services under this Agreement. This roster shall also be maintained electronically by the Contractor on the System Administrative Consoles at BMU and Probation Department only. 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 Custody and Detention Facility or Probation Department Detention and Camp Facility.

Consistent with the requirements set forth in the Agreement, all personnel employed by the Contractor that are required to enter County facilities, are required to undergo a Background Check, which shall be initiated by preparing an "Entry Application for Custody Facility" form (Attachment 4 to this Exhibit B (Statement of Work)).

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 Custody and Detention Facilities or Probation Department Detention and Camp Facilities to perform services under this Agreement. The "Entry Application for Custody Facility" shall be submitted at least ten (10) calendar days prior to their required access to Sheriff's Department, Correctional Services Division, Offender Services Bureau, Business Management Unit, Sheriff's Project Manager, 450 Bauchet Street, Room E888, Los Angeles, California 90012 for Sheriff's facilities; and to Probation Department, Management Services Bureau, 4549 Telegraph Road, Los Angeles, CA 90022 for Probation facilities. The County Project Managers may arrange for photo identification cards for Contractor personnel, which must be presented when requesting access to any Sheriff's

Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. Contractor personnel shall also be required to continuously safeguard their tools and submit for inspection their inventory of Essential Tools 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 and shall attend a two-hour ethical training session hosted by the Contractor or its designee.

Consistent with the requirements set forth in the Agreement, the Background Check consists of a review and screening of the applicant's "Entry Application for Custody Facility" form and a check of law enforcement records. In addition, the Contractor's employee's may be required to undergo a more in-depth Background Check, which may include, but not be limited to, a fingerprint check.

All Contractor applicants must successfully pass the Background Check and attend the required Orientation and ethical training prior to commencing work under this Agreement.

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 Sheriff's and Probation Departments will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the Term of this Agreement will be decided on a case-by-case basis by the Sheriff Project Manager and Probation Project Manager.

Contractor personnel shall only bring Essential Tools into the Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. 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 Entry Control Staff, and follow the established sign-in/sign-out procedures upon entry/exit from the facility. In the event of any loss of equipment, the Contractor's employee shall immediately notify the concerned facility's Watch Commander or highest ranking on-site Probation manager, as well as the Contractor Project Manager, who shall in turn inform the concerned County Project Manager immediately.

5.2.1 Contractor shall train or facilitate employee training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a custody setting.

5.2.1.1 All Contractor employees shall receive no less than two (2) hours of ethical conduct training prior to performing Work in a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. The ethical conduct training shall be intended to raise Contractor employee's awareness of the common temptations associated with working an assignment of special trust, such as that of contractors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. Contractor shall submit a course outline to Sheriff Project Director and Probation Project Director for review and approval, at both Sheriff's and Probation Project Directors' discretion, prior to the training date. This topic shall be re-enforced in Sheriff's Department's mandatory four (4) hour custody Orientation (Refer to Section 5.3.1.3 below).

5.2.1.2 Contractor may seek to partner with an outside organization to meet the two-hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by Sheriff Project Director and Probation Project Director. Contractor shall bear all costs associated with providing the aforementioned (2) two-hour ethical conduct training as described in this Section and Section 5.3.1.1.

5.2.1.3 All Contractor employees shall attend the mandatory (4) four-hour County custody Orientation prior to performing Work in a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. The mandatory (4) four-hour custody Orientation will be provided by the Sheriff's Department to all Contractor employees. Contractor shall bear all costs associated with Contractor employees' attendance at the Orientation.

5.2.1.4 Contractor shall maintain ethical conduct training and orientation class rosters and Contractor employees' training completion certifications of which copies shall be provided to the Sheriff Project Manager and Probation

Project Manager for those employees who have attended the ethical conduct training.

5.2.2 Contractor shall actively monitor instances of their employees exclusion from the Department's custody facilities, guarding against repeat occurrences and trends. Two (2) separate instances of exclusion from a custody facility for any of the above specified causes over the course of an Agreement year shall be cause for Contractor to develop and implement an action plan which could include, but is not limited to, additional training, individual employee performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models, internal security procedures, etc., to mitigate additional instances of inappropriate or criminal conduct occurring in Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities by Contractor employees.

5.2.3 Contractor shall develop and implement an action plan, and provide a copy to the Sheriff Project Manager and Probation Project Manager of such action plan, within thirty (30) calendar days from the date of the second instance of exclusion.

5.2.4 Contractor shall provide an up-to-date "Employee Exclusion Report" immediately following each occurrence and anytime upon request by County. Regardless of cause and from the effective date of the Agreement to current, the report shall contain all names of excluded Contractor employees, date of exclusion, and reason for exclusion.

The Contractor shall immediately notify Sheriff Project Manager and Probation 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 Sheriff Project Manager and Probation Project Manager, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a Sheriff's Department Custody and Detention Facility or Probation Department Detention and Camp Facility. At the time of notification, Contractor must provide full name, birthdate, and driver license

number of the requested visitor in order to facilitate a cursory background check prior to their entry into the facility.

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

5.2.5 Installation Team Members

The Contractor must submit, at least ten (10) calendar days prior, an entry application for installation team members to Sheriff Project Manager and Probation Project Manager for all installation team members, to permit the required Background Checks prior to installation activities at each facility.

Installation team members may be issued photo identification cards by the Sheriff's and/or Probation Departments, which must be presented when requesting admission to a secured facility.

All installation team personnel shall present a photo identification card, and a detailed Essential Tool inventory and equipment/parts list upon requesting admission to a Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities. Installation team personnel shall be required (at all times) to safeguard tools, test equipment, and parts, and to follow specified sign-in/sign-out procedures upon each entry/exit from the facility.

5.3 Personnel Removal and Replacement

Sheriff Project Manager or Probation 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 Sheriff's Department Custody and Detention Facilities or Probation Department Detention and Camp Facilities, without the written authorization by Sheriff Project Manager or Probation 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.

6.0 PROOF OF CONCEPT

The County has the option, exercisable in County's sole discretion and which may be exercised as early as during the first year of the Agreement, to require the Contractor to develop and implement a component of the ITS on a proof of concept basis (Proof of Concept) whereby Inmate telephone accounts can be established for an Inmate through an Inmate's Inmate Trust Account to enable outbound phone calls in instances where Pre-Paid Phone Cards/Pre-Paid Accounts have not been purchased or Pre-Paid Phone Card/Pre-Paid Account value has been exhausted. The exercise of such option shall require an Amendment under Paragraph 6 (Change Orders and Amendments) of the body of the Agreement.

This Proof of Concept shall be implemented at one (1) custody facility (likely Century Regional Detention Facility, presently the Sheriff's Department's women's jail facility that has its own Inmate Reception Center) and shall consider the optimal method(s) for deployment which reduce risk associated with Inmate transactions, reduce or eliminate staff and Contractor man hours, optimize access for Inmate telephone usage and enhance revenue.

Presently, fifty-two (52) kiosks are strategically deployed throughout CRDF, primarily for the purposes of commissary sales. These kiosks are owned and maintained by the County's commissary vendor, and facilitate transactions through an interface which enables communication with the County's Jail Information Management System (JIMS) for purposes of account debits and credits where necessary. Kiosks employ the use of Inmate booking number and Personal Identification Numbers (PINS) as an enhanced security measure.

The incoming ITS contractor would be expected to accomplish the Proof of Concept in either of two (2) methods (or as otherwise provided in this Section):

1) The Contractor could create a stand-alone solution (such as that of a kiosk), which would generate PINS for incoming Inmates, utilizing a unique identifier, in conjunction with a telephone keypad and/or other identified security features as

required to enable Inmates to both establish and access a Pre-Paid Account.

2) The Contractor could elect to leverage the existing kiosk infrastructure (which the Sheriff's Department anticipates in place until August 2015, or thereafter) to a similar end. In this scenario, the Contractor would need to enter into an agreement for use with the County's commissary vendor (currently Keefe Commissary Network).

In either event, implementation would require the ability to query, set aside and debit monies in the Inmate's Inmate Trust Account through a developed or enhanced interface for telephone usage, at predetermined limits and thresholds as determined by the Sheriff Project Director. All costs associated with this Proof of Concept shall be borne by the Contactor.

Should the Proof of Concept prove viable and beneficial to the County and Contractor, negotiations for additional custody deployment could be initiated, which might span the entire custody environment and Term of the Agreement.

It is possible an alternate method of deployment and/or more effective security measures (such as the use of a biometric or wristband bar code reader) could prove advantageous for the Contractor's use in development of the Proof of Concept, or after implementation. As such, both at onset and throughout development/deployment, the Contractor is encouraged to explore and provide recommendation in alternate methods of delivery which would meet the County's conceptual need, but in a more efficient, cost-effective and/or more security-minded construct. Should alternate methods be determined and represented as viable by the Contractor, the County would retain sole discretion as to whether to depart from a kiosk/PIN-based Proof of Concept. In either event, the Contractor will be expected to deploy a solution which would meet the County's need within the previously stated first year of the Agreement.

***

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

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 Administrative Console at a central location within a specified time period.
Amplified Handsets	A Telephone Instrument handset for use by the hearing impaired Inmate which allows volume control based on the individual needs of the Inmate.
Annual System Management Reports	Annual reports provided by the Contractor Project Manager that are 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 January 1 through December 31, and reports shall be broken down by location.
Authorized Call List	A list of telephone numbers used to limit phone calls from designated Inmates to pre-approved telephone numbers only.
Average Daily Inmate Population	The sum of the total number of Inmates each day for a particular period of time, then divided by the same number of days in that particular period.
Background Check	The County'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 Sheriff's Department Custody and Detention Facilities and the Probation Department Detention and Camp 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, which 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 ITS activities.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

TERM	DEFINITION
Clearance Information	An individual's personal information needed to complete a Background Check and clear the individual for entry into the secured areas of the Sheriff's Department Custody and Detention Facilities and the Probation Department's Detention and Camp Facilities. Personal information includes but is not limited to: name, date of birth, driver's license number, and social security number.
Closure Procedures	A process of ensuring that all reported or discovered ITS problems have been resolved and the System is operating normally.
Collect Call	The call service whose charges are billed, through the use of monthly invoices, to the party receiving the call.
Communication Rooms	Location where multiple phone lines from a 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 Sheriff's Department which oversees custody operations.
Downtime Credit	Consistent with the terms of the Agreement, the reimbursement for monetary loss suffered by County due to lost revenue which is caused by the Contractor's ITS and 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 the Sheriff's Department Custody and Detention Facilities and the Probation Departments Detention and Camp Facilities.
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 ITS, Telephone Instruments, and other equipment.
FCC	Federal Communications Commission, which is the government agency responsible for regulating telecommunications in the United States.
Follow-on Training	Periodically scheduled training throughout the life of the Agreement provided to Sheriff's and Probation Departments representatives, who did not receive the initial training in ITS operation.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

TERM	DEFINITION
Gross Inmate Call Revenue	Total amount of money received by Contractor from customers in payment of claims for Inmate call services, reported in the period received (i.e. customer payments).
Inmate Trust 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.
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.
Minimum Annual Guarantee (MAG)	A minimum guaranteed payment that Contractor must pay to the Sheriff's Department and Probation Department each Agreement year, irrespective of the amount of revenue generated.
Minor	An individual residing in a Probation Department Detention and Camp Facility who is under the care and custody of the Probation Department.
Monthly Maintenance Report	A detailed report outlining the maintenance performed on a monthly basis to ITS and the Telephone Platform installed and maintained by Contractor.
Monthly Project Reports	Monthly reports summarizing the operation and maintenance activities broken down by Sheriff's Department Custody and Detention Facility. Probation shall receive a separate report broken down by Probation Department Detention and Camp Facility. Reports shall be consistent with the Statement of Work and may include the following: 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.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

TERM	DEFINITION
Monthly System Management Reports	Monthly reports provided by Contractor Project Manager to the Sheriff's Business Management Unit shall be broken down by individual Sheriff's Department Custody and Detention Facility. A separate report broken down by individual Probation Department Detention and Camp Facility shall be provided to Probation Department. Reports shall be consistent with the Statement of Work and may include the following: 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.
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.
National Electric Code (NEC)	NEC codifies the requirements for safe electrical installations into a single, standardized source.
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 County holidays.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

TERM	DEFINITION
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 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 consistent with the requirements set forth in the Statement of Work.
Pre-Paid Account	A pre-paid telephone billing account where Inmate's family or friend establishes with the telephone provider to allow the Inmate to make calls to a specific number.
Pre-Paid Calls	Those calls whose charges are pre-paid and utilize either a Pre-Paid Phone Card or a Pre-Paid Account.
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. The card must be tamper proof and comply with the requirements set forth in Exhibit B (Statement of Work).
Pre-Paid Call Charge	The call service charges that 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 Account.
Preventive Maintenance	Routine scheduled maintenance used to prevent failure of the ITS and the Telephone Platform.
Pro-Per Inmate	An Inmate acting as his/her own attorney and defending his/herself in court against criminal charges.
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 Department policy (i.e. Pro-Per Inmates).
Revenue	Gross increase in money received as a result of Inmate call services billed.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

TERM	DEFINITION
Routine Maintenance	Any maintenance work or activity carried out on a regular basis to prevent deterioration of the ITS capability.
Speed Dial Calls	Those calls, which are placed through speed dial configurations at no cost to Inmate or Sheriff's Department, to designated County entities whose charges are billed to County's Internal Services Department.
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 ITS.
Subscriber	An individual, or other entity, who holds a contract for telephone service with a telephone service provider.
System Administrative Console	A computerized platform enabling the County to monitor the key functions of the ITS, make required modifications, access data, and generate business reports upon demand.
System Administrator Kill Switch	A remote operating station which allows a system administrator to selectively disable, or place limits on any individual Telephone Instrument within the ITS, or to disable the entire ITS.
TAT (Turn Around Time)	The time from County's initial service request to Contractor's completion of service and Deficiency resolution.
Technical Support Center	A technical 24/7 center that will be answering questions and resolving problems encountered by the telephone system users with the Sheriff's and Probation Departments.
Telephone Enclosures	A sheltering enclosure which protects both the user and the Telephone Instrument from weather and environmental noise.
Telephone Instrument	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, Sheriff's Department Business Management Unit staff, Sheriff's volunteers, and contract vendors. Issues involving Inmate programs, complaints, and services are discussed and resolved.
Total Billable Amount	Aggregate of total claims by Contractor against customers for Inmate Collect Call and Pre-Paid Call services.

GLOSSARY OF TERMS
ATTACHMENT 1 TO STATEMENT OF WORK

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 Ticket	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.
Trusty	An Inmate regarded as worthy of trust and therefore granted special privileges.
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 Sheriff's and Probation Departments. The Sheriff's and Probation Departments shall provide a list of these numbers and locations to Contractor.
Year-End Summary Report	Report summarizing the operations activities that occurred during an Agreement year.

ATTACHMENT 2.1 TO STATEMENT OF WORK

SHERIFF'S DEPARTMENT CUSTODY AND DETENTION FACILITIES

Summary of Sheriff's Department Inmate Phones

	No. of Phones
Custody Facilities:	*3,312*
Court Services:	*594*
Station Jails:	*104*
Total Current Inmate Phones:	*4,010*

CUSTODY TELEPHONES

Location	Address	No. of Phones
Century Regional Detention Center	11701 S. Alameda, Lynwood, CA 90262	330
Men's Central Jail	441 Bauchet St., Los Angeles, CA 90012	1,074
Men's Central Jail (IRC)	442 Bauchet St., Los Angeles, CA 90012	22
Mira Loma Detention Center	45100 N. 60th Street West, Lancaster, CA 93536	89
PDC East Facility	29300 No. The Old Castaic Rd., CA 91384	195
PDC North Facility	29301 No. The Old Castaic Rd., CA 91384	133
Pitchess Detention Center (NCCF)	29302 No. The Old Castaic Rd., CA 91384	432
PDC South Facility	29303 No. The Old Castaic Rd., CA 91384	154
Pitchess Detention Ranch	29304 No. The Old Castaic Rd., CA 91384	26
Twin Tower Jail Facility (IRC)	441 Bauchet St., Los Angeles, CA 90012	95
Twin Tower Jail Facility	442 Bauchet St., Los Angeles, CA 90012	762
Total		**3,312**

STATIONS PHONES

Location	Address	No. of Phones
Avalon Sheriff Dept.,	215 Sumner Ave., Avalon, CA 90704	1
Carson Sheriff Station	21356 S. Avalon Blvd., Carson, CA 90745	5
Cerritos Station	18135 Bloomfield Ave., Cerritos, CA 90703	2
Compton Station	301 S. Willowbrook Ave., Los Angeles, CA 90221	1
Crescenta Valley	4554 N. Briggs Ave., La Crescenta, CA 91214	2
East L.A. Station	5019 E. 3rd St., Los Angeles. CA 90022	5
Industry Station	150 N. Hudson Ave., City of Industry, CA 91744	11
Lakewood Station	5130 N. Clark Ave., Lakewood, CA 90712	6
Lancaster Station	44945 N. Sierra Hwy, Lancaster, CA 93534	10
Lennox Station	4331 Lennox Blvd., Los Angeles, CA 90304	12
Lomita Station	26123 Narbonne Ave., Lomita, CA 90717	3
Malibu Los Hills Station	27050 W. Agoura Rd., Malibu, CA 91301	2
Marina Del Rey Station	13851 Fiji Way, Marina Del Rey, CA 90292	1
Norwalk Station	12335 Civic Center Dr., Norwalk, CA 09650	4
Palmdale Sheriff Station	750 E. Avenue Q, Palmdale, CA 93550	16
Pico Rivera Sheriff Station	6631 S. Passons Blvd., Pico Rivera, CA 90650	2
San Dimas Sheriff Station	122 N. San Dimas Ave., San Dimas, CA 91773	2
Santa Clarita Valley Sheriff	23740 Magic Mountain Pkwy, Santa Clarita, CA 91355	3
Temple Sheriff Station	8838 Las Tunas Dr., Temple City, CA 91780	6
Walnut/Diamond Bar Station	21695 E. Valley Bl, Walnut, CA 91789	4
West Hollywood Sheriff Station	720 No. San Vicente Blvd., Los Angeles. CA 90069	6
Total		**104**

COURTS TELEPHONES

Location	Address	No. of Phones
Airport Courthouses	11701 So. La Cienega Blvd., Hawthorne, CA 90260	52
Alfred J. McCourtney Juvenile Justice Center	1040 W. AvenueJ., Lancaster, CA 93536	3
Alhambra Courthouse	151 W. Commonwealth Ave., Alahmbra, CA 91801	6
Barry J. Nidorf Juvenile Hall	16350 Filbert St., Sylmar, CA 91342	59
Bellflower Courthouse	10025 E. Flower St., #135 Bellflower, CA 90706	4
Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 91001	2
Burbank Courthouse	300 E. Olive Ave., Burbank , CA 91502	14
Central Arraignment Courthouse	429 Bauchet St., Los Angeles, CA 90012	2
Central Juvenile Hall	1605 Eastlake Ave., Los Angeles, CA 90033	58
Challenger Memorial Youth Center	5300 West Avenue I, Lancaster, CA 93532	14
Clara Shortridge Foltz Justice Center	210 W. Temple, Los Angeles, CA 90012	37
Compton Courthouse	200 W. Compton Blvd., Compton, CA 90220	35
Downey Courthouse	7500 Imperial Hwy, Downey CA 90242	8
East L.A. Courthouse	214 S. Fetterly Ave., Los Angeles, CA 90022	18
Edward D. Edelman Children Courthouse	201 Centre Plaza Dr., Monterey Park, CA 91754	7
El Monte Courthouse	11234 Valley Blvd., El Monte, CA 91731	9
Glendale Courthouse	600 E. Broadway, Glendale, CA 91206	3
Inglewood Courthouse	111 W Regent, Inglewood, CA 91384	15
Long Beach Courthouse	415 W. Ocean Blvd., Long Beach, CA 90802	8
Los Padrinos Juvenile Hall	7281 E. Quill Dr., #A-9, Downey, CA 90242	46
Mental Health Courthouse	1150 San Fernando Road, Los Angeles, CA 90065	4
Metropolitan Courthouse	1945 So. Hill , Los Angeles, CA 90007	16
Michael Antonovich Antelope Valley	42022 4th St., Lancaster, CA 93536	43
Norwalk Courthouse	12720 So. Norwalk Bld., Norwalk, CA 90650	13
Pasadena Courthouse	300 E. Walnut Pasadena, CA 91101	13
Pomona Courthouse North	150 W. Mission Blvd., Pomona, CA 91766	8
Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766	8
San Fernando Courthouse	900 3rd Street, San Fernando, CA 91340	11
Santa Clarita Courthouse	23747 W. Valencia Blvd., Santa Clarita CA 91355	4
Stanley Mosk Courthouse	111 N. Hill St., Rm. 525 Los Angeles, CA 90012	1
Torrance Courthouse	825 Maple Ave., Torrance, CA 90503	13
Van Nuys Courthouse	14400 Erwin Street Mall, Van Nuys, CA91401	52
West Covina Courthouse	1427 Plaza Dr., West Covina, CA 91790	5
Whittier Courthouse	7339 S. Painter Ave., Whittier, CA 90602	3
Total		**594**
Grand Total		**4,010**

ATTACHMENT 2.2 TO STATEMENT OF WORK

PROBATION DEPARTMENT DETENTION AND CAMP FACILITIES

Summary of Probation Department Inmate Phones

	No. of Phones
Juvenile Halls:	*177*
Camp Facilities:	*14*
Total Current Inmate Phones:	*191*

ATTACHMENT 2.2 TO STATEMENT OF WORK

JUVENILE HALLS TELEPHONES

Location	Address	No. of Phones
Barry J. Nidorf Juvenile Hall (BNJH)	16350 Filbert Street, Sylmar, CA 91342	56
Central Juvenile Hall (CJH)	1605 Eastlake Avenue, Los Angeles, CA 90033	71
Los Padrinos Juvenile Hall (LPJH)	7285 Quill Drive, Downey, CA 90242	50
Total		**177**

CAMP FACILITIES PHONES

Location	Address	No. of Phones
Challenger Memorial Youth Center	5300 West Avenue I, Lancaster, CA 93532	14
Camp Gregory Jarvis		
Camp Ronald McNair		
Camp Ellison Onizuka		
Camp Judith Resnik		
Camp Francis Scobee		
Camp Michael Smith		
Total		**14**
Grand Total		**191**

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

ATTACHMENT 3.1 TO STATEMENT OF WORK

SHERIFF'S DEPARTMENT
AVERAGE DAILY INMATE POPULATIONS

YEAR	ADIP
2007	19,266
2008	19,628
2009	19,313

ATTACHMENT 3.2 TO STATEMENT OF WORK

PROBATION DEPARTMENT
AVERAGE DAILY INMATE POPULATIONS

YEAR	ADIP
2007	1,581
2008	2,041
2009	2,246

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_____

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?_____

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. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my revocation of my security clearance with the Los Angeles County Sheriff's Department and Probation 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 VENDORS. Please initial here: _____

These policies apply to all sworn, civilian, volunteer and contractor personnel. See Manual of Policy and Procedures on sections to include but not limited to the below list:

Section 5-06/110.00	**Hostage and Barricaded Suspect;**
Section 3-01/030.72	**Sexual Harassment and Retaliation Policy.**
Section 3-01/121.00	**Policy of Equality and its subsections to be determined by the County**
Section 3-01/122.00	**Policy of Equality – Procedures and its subsections to be determined by the County**

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:_____

MONTHLY MAINTENANCE REPORT
MAINTENANCE CHECK-OFF SHEET
MONTH OF _____

Airport Courthouse (LC63)		
LOCATION	# of Phones	COMMENTS
Basement	24	
9th Flr	6	
8th Flr	6	
7th Flr	6	
3rd Flr	10	
Alfred J McCourtney Juvenile Justice Center (LC06)		
LOCATION	**# of Phones**	**COMMENTS**
Male	2	
Female	1	
Alhambra Courthouse (LC65)		
LOCATION	**# of Phones**	**COMMENTS**
Pre-Arraignment	1	
Men 2nd Floor 2	1	
Men 2nd Floor 1	1	
Women 2nd Fl Lockup	1	
Male Lock-Up	1	
Male Lock-Up	1	
Avalon Sheriff Department (LC82)		
LOCATION	**# of Phones**	**COMMENTS**
Holding Cell #1	1	
Barry J Nidorf Juvenile Hall (LC03)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lock ups	55	
Boys SHU UCLA	1	
Boys SHU USC	1	
Girls SHU USC	1	
Girls SHU UCLA	1	
Bellflower Courthouse (LC15)		
LOCATION	**# of Phones**	**COMMENTS**
Cell A	1	
Cell B	1	
Cell C	1	
Cell D	1	
Beverly Hill Courthouse (LC37)		
LOCATION	**# of Phones**	**COMMENTS**
Female	1	
Male	1	
Burbank Courthouse (LC55)		
LOCATION	**# of Phones**	**COMMENTS**
Cells	9	
Basement Cell 39	1	
Level 1 Hold Dept 1	1	
Level 1 Dept 2-3	1	
Level 2 Hold Dept B	1	

MONTHLY MAINTENANCE REPORT
MAINTENANCE CHECK-OFF SHEET
MONTH OF _____

Level 2 Hold Dept G	1	
Carson Sheriff Station (LC72)		
LOCATION	**# of Phones**	**COMMENTS**
B2-2	1	
B1-1	1	
B2-1	1	
B1-2	1	
Trustee	1	
Central Arraingment Courthouse (LC54)		
LOCATION	**# of Phones**	**COMMENTS**
5000 Hallway #2	1	
5000 Hallway #1	1	
Central Juvenile Hall (LC69)		
LOCATION	**# OF PHONES**	**COMMENTS**
6C	4	
A Rm A-15-146-1	8	
Alpha	1	
B Rm	8	
Boys	20	
Eastlake Cell	2	
Girls	3	
j4-	2	
Lathrop	6	
Medical	2	
0 4-1	1	
Omega	1	
Century Regional Detention Facility (LC 01)		
LOCATION	**# OF PHONES**	**COMMENTS**
Main Entrance	10	
Medical Ward	3	
Mod1200	8	
Mod 1300	8	
Mod 1400	14	
Mod 1600	4	
Mod 1700	13	
Mod 1702	17	
Mod 2100	17	
Mod 2200	11	
Mod 2300	17	
Mod 2400	18	
Mod 2500	14	
Mod 2600	14	
Mod 2700	14	
Mod 2800	14	
Mod 3100	13	
Mod 3200	14	

MONTHLY MAINTENANCE REPORT
MAINTENANCE CHECK-OFF SHEET
MONTH OF _____

Mod 3300	14	
Mod 3400	14	
Mod 3500	14	
Mod 3600	14	
Mod 3700	14	
Mod 3800	14	
Movement RM	21	
TTY2-2600	1	
Unit 37	1	
Cerritos Sheriff Station (LC21)		
LOCATION	**# of Phones**	COMMENTS
Booking1	1	
Booking 2	1	
Challenger Memorial Youth Center (LC16)		
LOCATION	**# OF PHONES**	**COMMENTS**
Jarvis	2	
McAuliffe	2	
McNair	2	
Onizuka	2	
Resnick	2	
Scobee	2	
Smith	2	
Clara Shortrige Foltz Criminal Justice Center (LC68)		
LOCATION	**# OF PHONES**	**COMMENTS**
10th Cell	5	
14th Cell	9	
4th Cell	16	
Cell 8	7	
Compton Courthouse (LC67)		
LOCATION	**# OF PHONES**	**COMMENTS**
Basements	20	
E	8	
W	7	
Compton Sheriff Station (LC61)		
LOCATION	**# OF PHONES**	**COMMENTS**
Trustee Break room	1	
Cresenta Valley Station (LC83)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cell 238	1	
Cell 239	1	
Downey Courthouse (LC17)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cell A	1	
Cell B new	1	
Cell C	1	
Cell D	1	

MONTHLY MAINTENANCE REPORT
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Cell E	1	
Cell F	1	
Cell G	1	
Cell H	1	
East L.A Courthouse (LC71)		
LOCATION	**# OF PHONES**	**COMMENTS**
Basement	6	
Flr 1	3	
Flr 2	3	
Flr 3	3	
Flr 4	3	
East L.A Sheriff Station (LC70)		
LOCATION	**# OF PHONES**	**COMMENTS**
Holding Tanks	2	
Trustee Dorm	1	
Booking Cell	2	
Edward D. Edelman Children Courthouse (LC40)		
LOCATION	**# OF PHONES**	**COMMENTS**
Basements	7	
El Monte Courthouse (LC56)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cell s	9	
Glendale Courthouse (LC27)		
LOCATION	**# OF PHONES**	**COMMENTS**
Women	1	
Men	2	
Industry Sheriff Station (LC10)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cells	10	
Booking	1	
LOCATION	**# OF PHONES**	**COMMENTS**
Inglewood Courthouse (LC51)		
LOCATION	**# OF PHONES**	**COMMENTS**
Ist Flr	7	
2nd Flr	2	
3rd Flr	2	
4th flr	2	
5th flr	2	
Lakewood Sheriff Station (LC26)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cells	6	
Lancaster Sheriff Station (LC07)		
LOCATION	**# OF PHONES**	**COMMENTS**
Blocks A-F	6	
Booking	4	
Lennox Sheriff Station (LC58)		

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LOCATION	# OF PHONES	COMMENTS
Booking	4	
Female	2	
Male	5	
Trustee Dorm	1	
Lomita Sheriff Station (LC75)		
LOCATION	**# OF PHONES**	**COMMENTS**
Cells	2	
Trustee	1	
Long Beach Courthouse (LC18)		
LOCATION	**# OF PHONES**	**COMMENTS**
2D Tank	4	
4D Tank	4	
Los Padrinos Juvenile Hall (LC02)		
LOCATION	**# OF PHONES**	**COMMENTS**
B 1-2	2	
Boys SHU	3	
D2	1	
Dorm	13	
F1	1	
Girls SHU	2	
M Shu	5	
O	1	
R	4	
S	4	
T	1	
w	1	
X	4	
Y	4	
Malibu Lost Hills Station (LC35)		
LOCATION	**# OF PHONES**	**COMMENTS**
Male	1	
Female	1	
Marina Del Rey Sheriff Station (LC22)		
LOCATION	**# OF PHONES**	**COMMENTS**
Holding	1	
Men Central Jail		
LOCATION	**# OF PHONES**	**COMMENTS**
7000	12	
8100	3	
1750	16	
1800	5	
2000Hallway	1	
2100	19	
2200	57	
2300	7	

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2400	52	
2401	5	
2500	26	
2600	58	
2700	10	
2800	52	
2801	3	
2900	11	
3000	22	
3101	8	
3200	48	
3201	12	
3300	7	
3400	48	
3500	2	
3501	3	
3600	50	
3700	4	
3701	6	
3800	54	
3801	5	
4300	65	
4400	57	
4500	2	
4600	7	
4700	57	
4800	59	
5100	5	
5200	6	
5300	6	
5400	6	
5500	16	
5600	6	
5700	6	
5800	6	
5900	6	
6000	12	
7000	7	
7100	3	
7214	11	
8000	13	
8100	11	
8200	6	
9000	31	
9100	6	
9200	6	
9300	6	

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9400	6	
9500	12	
4400 Hall	1	
Cell 40	2	
IRC	20	
Law Lib	1	
Line up #2	1	
Roof-1	1	
Trustee 2201	2	
Men Central Jail IRC (LC23)		
LOCATION	**# OF PHONES**	**COMMENTS**
2500 Law Library	10	
Central Arraigment	3	
IRC 39-40	9	
Mental Health Courthouse (LC53)		
LOCATION	**# OF PHONES**	**COMMENTS**
First floor	4	
Metropolitan Courthouse (LC48)		
LOCATION	**# OF PHONES**	**COMMENTS**
3rd Flr	1	
4th flor	1	
5th flr	2	
6th flr	3	
7th Flr	4	
A1	5	
Michael Antonovich Antelope Valley (LC04)		
LOCATION	**# OF PHONES**	**COMMENTS**
Holding cells	40	
Units	3	
Mira Loma Detention Center (LC05)		
LOCATION	**# OF PHONES**	**COMMENTS**
Dorms	89	
Norwalk Courthouse(LC08)		
LOCATION	**# OF PHONES**	**COMMENTS**
Dorms	89	
Lock ups	13	
Norwalk Shariff Station (LC11)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lockups	3	
Trustee	1	
Palmdale Sheriff Station (LC84)		
LOCATION	**# OF PHONES**	**COMMENTS**
Trustee	1	
155-179	13	
Juvenile	2	
Pasadena Courthouse (LC42)		

MONTHLY MAINTENANCE REPORT
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LOCATION	# OF PHONES	COMMENTS
Ist to 5th Flrs	6	
Basements	7	
Pico Rivera Sheriff Station (LC19)		
LOCATION	**# OF PHONES**	**COMMENTS**
Booking 1	1	
Booking 2	1	
Pitchess Detention Center East Facility (LC77)		
LOCATION	**# OF PHONES**	**COMMENTS**
Dorms	178	
TDDY	1	
Inmate Services	1	
Yard	15	
Pitchess Detention Center North Facility (LC 78)		
LOCATION	**# OF PHONES**	**COMMENTS**
Mod 3	5	
Mod 1	32	
Mod 2	33	
Mod 3	28	
Mod 4	34	
TDDY-1	1	
Pitchess Detention NCCF (LC 50)		
LOCATION	**# OF PHONES**	**COMMENTS**
Floor Halls	8	
900 Visitor	1	
900 Yard	3	
Dorms	399	
Inmate Services	2	
Law Lib	4	
Loading deck	1	
Print Shop	1	
Receiving	10	
Sewing Shop	1	
TDD-4	1	
Butler Gym	1	
Pitchess Detention Center South Facility (LC79)		
LOCATION	**# OF PHONES**	**COMMENTS**
Adam	18	
Boys	19	
Eddie	16	
Exercise Yard	8	
Fire Camp	2	
George	22	
Henry	22	
King	22	
Mary	22	

MONTHLY MAINTENANCE REPORT
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TDDY-2	1	
Yard	2	
Pitchess Detention Ranch (LC80)		
LOCATION	**# OF PHONES**	**COMMENTS**
Dorm	16	
Receiving	10	
Pomona Courthouse North (LC13)		
LOCATION	**# OF PHONES**	**COMMENTS**
1 A-c	3	
2 A-D	4	
New B Cell 2nd Flr	1	
Pomona Courthouse South (LC14)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lockups	8	
San Dimas Sheriff Station (LC25)		
LOCATION	**# OF PHONES**	**COMMENTS**
Booking 1	1	
Booking 2	1	
San Fernando Courthouse (LC30)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lock ups	11	
Santa Clarita Courthouse (LC47)		
LOCATION	**# OF PHONES**	**COMMENTS**
Men	2	
Women	2	
Santa Clarita Valley Sheriff (LC45)		
LOCATION	**# OF PHONES**	**COMMENTS**
Booking	3	
Stanley Mosk Courthouse (LC49)		
LOCATION	**# OF PHONES**	**COMMENTS**
Holding Tanks	1	
Temple Sheriff Station (LC73)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lockups	5	
Trustee	1	
Torrance Courthouse (LC59)		
LOCATION	**# OF PHONES**	**COMMENTS**
First floor	6	
Second Floor	3	
Fifth Floor	4	
Twin Towers Jail Facility IRC (LC81)		
LOCATION	**# OF PHONES**	**COMMENTS**
131	3	
142 DEF Inside	1	
151 DEF Outside	1	
162G-3	1	

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171	9	
231	3	
241	1	
251	2	
252	1	
Booking	26	
Clinic Cage	8	
Holding	6	
Receiving	5	
Release	28	
Twin Towers (LC 38)		
LOCATION	**# OF PHONES**	**COMMENTS**
121 E243	2	
131	18	
132	40	
141 d Staph Ward	4	
141 E	34	
142	39	
151	39	
152	40	
161	42	
162	36	
171	31	
172	33	
231	38	
232	34	
241	36	
242	36	
251	36	
252	36	
261	36	
262	36	
271	34	
272	39	
Booking	22	
E280-292 Hold	4	
MA107	3	
MSB	8	
S2100 Holding	1	
S294-299 Hols	3	
TTY	2	
Vanuys Courthouse West (LC57)		
LOCATION	**# OF PHONES**	**COMMENTS**
Lock ups	52	
Walnut/Diamond Bar Sheriff Station (LC20)		
LOCATION	**# OF PHONES**	**COMMENTS**

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Male	2	
Female	2	
West Covina Courthouse(LC32)		
LOCATION	**# OF PHONES**	**COMMENTS**
Holding Cells	5	
West Hollywood Sheriff Station (LC74)		
LOCATION	**# of Phones**	
Booking	4	
Trustee 2	2	
Whittier Courthouse (LC34)		
LOCATION	**# OF PHONES**	**COMMENTS**
Male	2	
Female	1	

ATTACHMENT 6

3-01/090.00 SECURITY OF PERSONAL PROPERTY

In order to ensure the safety and security of all persons in Custody Facilities, the following personal property is prohibited inside security areas as indicated:

* Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all Custody Facilities.

* Except for the Officer Dining Room (ODR), and only with the specific permission of the Unit Commander, metal silverware shall not be brought into security areas of any Custody Facility.

* Personal electrical appliances must be approved by the Unit Commander before being brought into the Custody Facility (e.g. coffee pots, toasters, heaters, fans, etc.).

* Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).

* Laptop computers and personal digital assistants (PDA's) shall be approved by the Watch Commander prior to entry into security areas on a daily, shift by shift basis.

* Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.

* Reading material not related to the job or the furtherance of formal education is prohibited.

* Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).

* Umbrellas.

* Cell phones.

* Cameras shall not be allowed inside a Custody Facility unless prior approval is obtained from the Watch Commander or above.

* Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools (see Essential Tools as defined in Statement of Work, Section 11.11), training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all Custody Facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The Unit Commander has the final authority to determine what personal property is allowed within their facility.

ATTACHMENT 7

5-07/010.00 CONTRABAND DEFINED

Contraband includes, but is not limited to:

- Any goods brought illegally into the jail,
- Allowable Inmate property in excess of authorized limits,
- Any item legally possessed which has been altered from its original form, contents, or purpose,
- Any material which is pornography, sexually explicit material that depicts full or partial frontal nudity and/or sexual acts; depicts violent acts, violence or cruelty to animals; depicts or describes how to create weapons or defeat jail security; depicts or describes how to commit crimes; or any matter concerning illegal gambling or an unlawful lottery,
- Any item illegally in the possession of an Inmate, or in violation of posted facility rules,
- Possession of illegal drugs, guns, handmade weapons, lethal weapons, knives, shanks, and tattoo equipment,
- Any item that is worn, carried or displayed that denotes gang affiliation,
- Any gambling paraphernalia such as dice, chips, markers and marked decks of cards,
- Property not listed in the Custody Division Manual, sections 7-02/000.00 and 7-03/000.00, "Allowable Inmate Property,"
- Perishable items, which will be disposed of.

ATTACHMENT 8

PHOTOGRAPHY AND/OR PRESS RELATIONS

As a service provider, you are being allowed into our Custody Facilities as a guest of the Sheriff's Department. As a guest, your access to the jails provides you with knowledge which may not be readily available to the public. Our jails have in the past, and will continue to house many noteworthy individuals who may be of interest to the press (e.g. movie stars, sports celebrities, government officials, etc.) These individuals, as well as all other Inmates, are to be considered innocent until proven guilty. During the course of your duties, you will become aware of information regarding Inmates and their stay in custody. You will also become familiar with the security practices of your assigned Custody Facility. This information is often confidential in nature and if released may be detrimental to the safety and well being of Inmates or staff or could subject you to criminal prosecution. In order to protect all parties involved, policies involving the release of information have been developed. It is not the Sheriff's Department intention to interfere with any person's rights, as granted by the United States Constitution and Bill of Rights, but to protect the rights of all individuals.

The steps taken here are not done with the intent to minimize your individual rights but to ensure that the rights of all Inmates remanded to the custody of the Sheriff's Department are not compromised.

The policy regarding photography and/or press relations is as follows:

> Volunteers and service providers shall seek input from the Chief of Correctional Services Division prior to the release to the press of any information regarding jail conditions or operations. The release of confidential information shall be grounds for revocation of access privileges to any Sheriff's Department Custody Facilities.
>
> All news media organizations requesting direct contact with Inmates, including interviews and photographs, must comply with the Sheriff's Department Manual of Policy and Procedures, Section 5-03/060.10.
>
> Volunteers and service providers shall obtain approval from the Sheriff's Headquarters' Film and Media Unit prior to photographing or videotaping, or recording Inmates, per the Custody Division Manual of Policy and Procedures, Section 5-16/000.00.
>
> Volunteers and service providers shall not use the names, photos, likenesses, of any Inmate to promote or advertise their program or services without the expressed written approval of both the Sheriff's Department and the Inmate(s) in question. This includes any public viewing of photos (e.g. power point presentations, web sites, TV, printed material).

ATTACHMENT 9

POLITICAL ACTIVITY

Prohibited Political Activities

- Engaging in any political activity whatsoever on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,
- Soliciting political funds or contributions, directly or indirectly,
- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time, and

  Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,
- Directly or indirectly attempting to interfere with any election or influencing the political actions of anyone by promising, threatening to withhold, giving or withholding anything of value.

EXHIBIT C

TELEPHONE RATES AND PAYMENT SCHEDULE

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

TELEPHONE RATES AND PAYMENT SCHEDULE

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

A. INMATE TELEPHONE BILLING RATES

Domestic Calls	CALL RATE
First minute including all fees and surcharges	$1.25
Each additional minute	$0.15

International Calls	CALL RATE
Rate per minute	International Rate Table is attached hereto as Attachment 1

B. COMMISSION PAYMENTS

1. Minimum Annual Guarantee (MAG) payment for each of the following departments:

   SHERIFF'S DEPARTMENT: $15,000,000 (for each year of the Agreement)

   Contractor shall pay the Sheriff's Department a monthly MAG of One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) within ten (10) calendar days of the beginning of each month during the Agreement. The first monthly payment shall be paid by November 10, 2011.

   PROBATION DEPARTMENT: $59,000 (for each year of the Agreement)

   Contractor shall pay the Probation Department an annual MAG of Fifty-Nine Thousand Dollars ($59,000) by November 30, 2011 and the same month and date of each Agreement Year thereafter.

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

   67.5%

C. MISCELLANEOUS FEES

Miscellaneous fees incurred by call recipients for which revenue share to County is not realized (includes but not limited to administrative and convenience fees, single bill fees, and fees associated with credit card based Pre-Paid Accounts):

Single bill fee:	$2.49
Convenience fee:	$1.00
Other:	None

[Single bill fee means a pass-through fee that Local Exchange Carriers charge Inmate Telephone Service providers for putting its call charges onto the Local Exchange Carrier's monthly billing statement.]
[The Convenience Fee is a fee that addresses various administrative costs, including, but not limited to, credit card use fees and credit card chargeback fees. The Convenience Fee is exclusive of taxes and tax-related surcharges, and any amount Contractor collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, which are applied separately.]

This Exhibit C (Telephone Rates and Payment Schedule) includes Attachment 1 (International Rate Table) and Attachment 2 (Speed Dial Call Rate to Designated County Entities).

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Jeffrey B. Haidinger	President, Services
Printed Name	Title
	8/29/11
Signature	Date

EXHIBIT C

ATTACHMENT 1

INTERNATIONAL RATE TABLE

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

PCS International Rate Table

International Country	Rate Period	Connect Fee	1st Min.	Add' 1 Min.
CANADA	Any	$ 0.50	$ 0.30	$ 0.30
PUERTO RICO	Any	$ 0.50	$ 0.45	$ 0.45
MEXICO	**Any**	**$ 0.50**	**$ 0.50**	**$ 0.50**
UNITED KINGDOM	Any	$ 0.50	$ 0.75	$ 0.75
AUSTRIA	Any	$ 0.50	$ 0.90	$ 0.90
BAHAMAS	Any	$ 0.50	$ 0.90	$ 0.90
COLOMBIA	Any	$ 0.50	$ 0.90	$ 0.90
U.S Virgin Islands	Any	$ 0.50	$ 0.90	$ 0.90
DOMINICAN REPUBLIC	Any	$ 0.50	$ 0.95	$ 0.95
ECUADOR	Any	$ 0.50	$ 0.95	$ 0.95
EL SALVADOR	Any	$ 0.50	$ 0.95	$ 0.95
GUATEMALA	Any	$ 0.50	$ 0.95	$ 0.95
PANAMA	Any	$ 0.50	$ 0.95	$ 0.95
ARUBA	Any	$ 0.50	$ 1.00	$ 1.00
BENIN	Any	$ 0.50	$ 1.00	$ 1.00
BERMUDA	Any	$ 0.50	$ 1.00	$ 1.00
FRANCE	Any	$ 0.50	$ 1.00	$ 1.00
GERMANY	Any	$ 0.50	$ 1.00	$ 1.00
GHANA	Any	$ 0.50	$ 1.00	$ 1.00
HONG KONG	Any	$ 0.50	$ 1.00	$ 1.00
ISRAEL	Any	$ 0.50	$ 1.00	$ 1.00
ITALY	Any	$ 0.50	$ 1.00	$ 1.00
JAMAICA	Any	$ 0.50	$ 1.00	$ 1.00
JAPAN	Any	$ 0.50	$ 1.00	$ 1.00
MONACO	Any	$ 0.50	$ 1.00	$ 1.00
NETHERLANDS	Any	$ 0.50	$ 1.00	$ 1.00
NIGERIA	Any	$ 0.50	$ 1.00	$ 1.00
NORWAY	Any	$ 0.50	$ 1.00	$ 1.00
SAN MARINO	Any	$ 0.50	$ 1.00	$ 1.00
ST PIERRE/MIQUELON	Any	$ 0.50	$ 1.00	$ 1.00
SWEDEN	Any	$ 0.50	$ 1.00	$ 1.00
TRINIDAD/TOBAGO	Any	$ 0.50	$ 1.00	$ 1.00
VENEZUELA	Any	$ 0.50	$ 1.00	$ 1.00
VENEZUELA	Any	$ 0.50	$ 1.00	$ 1.00
AFGHANISTAN	Any	$ 0.50	$ 1.25	$ 1.25
ALBANIA	Any	$ 0.50	$ 1.25	$ 1.25
ALGERIA	Any	$ 0.50	$ 1.25	$ 1.25
ANDORRA	Any	$ 0.50	$ 1.25	$ 1.25
ANGOLA	Any	$ 0.50	$ 1.25	$ 1.25

ANGUILLA	Any	$ 0.50	$ 1.25	$ 1.25
ANTIGUA/BARBUDA	Any	$ 0.50	$ 1.25	$ 1.25
ARGENTINA	Any	$ 0.50	$ 1.25	$ 1.25
ARMENIA	Any	$ 0.50	$ 1.25	$ 1.25
AUSTRALIA	Any	$ 0.50	$ 1.25	$ 1.25
AZERBAIJAN	Any	$ 0.50	$ 1.25	$ 1.25
BAHRAIN	Any	$ 0.50	$ 1.25	$ 1.25
BANGLADESH	Any	$ 0.50	$ 1.25	$ 1.25
BARBADOS	Any	$ 0.50	$ 1.25	$ 1.25
BELARUS	Any	$ 0.50	$ 1.25	$ 1.25
BELGIUM	Any	$ 0.50	$ 1.25	$ 1.25
BELIZE	Any	$ 0.50	$ 1.25	$ 1.25
BOLIVIA	Any	$ 0.50	$ 1.25	$ 1.25
BOSNIA/HERZEGOVINA	Any	$ 0.50	$ 1.25	$ 1.25
BOTSWANA	Any	$ 0.50	$ 1.25	$ 1.25
BRAZIL	Any	$ 0.50	$ 1.25	$ 1.25
BRISTISH VIRGIN ISL (TORTOLA)	Any	$ 0.50	$ 1.25	$ 1.25
BRUNEI	Any	$ 0.50	$ 1.25	$ 1.25
BULGARIA	Any	$ 0.50	$ 1.25	$ 1.25
BURKINA FASO	Any	$ 0.50	$ 1.25	$ 1.25
BURUNDI	Any	$ 0.50	$ 1.25	$ 1.25
CAMEROON	Any	$ 0.50	$ 1.25	$ 1.25
CAPE VERDE ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
CAYMAN ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
CENTRAL AFRICAN REP	Any	$ 0.50	$ 1.25	$ 1.25
CHILE	Any	$ 0.50	$ 1.25	$ 1.25
CHINA	Any	$ 0.50	$ 1.25	$ 1.25
CONGO	Any	$ 0.50	$ 1.25	$ 1.25
CONGO DEM REP(ZAIRE)	Any	$ 0.50	$ 1.25	$ 1.25
COOK ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
COSTA RICA	Any	$ 0.50	$ 1.25	$ 1.25
CROATIA	Any	$ 0.50	$ 1.25	$ 1.25
CUBA	Any	$ 0.50	$ 1.25	$ 1.25
CYPRUS	Any	$ 0.50	$ 1.25	$ 1.25
CZECH REPUBLIC	Any	$ 0.50	$ 1.25	$ 1.25
DENMARK	Any	$ 0.50	$ 1.25	$ 1.25
DJIBOUTI	Any	$ 0.50	$ 1.25	$ 1.25
DOMINICA	Any	$ 0.50	$ 1.25	$ 1.25
EGYPT	Any	$ 0.50	$ 1.25	$ 1.25
ERITREA	Any	$ 0.50	$ 1.25	$ 1.25
ESTONIA	Any	$ 0.50	$ 1.25	$ 1.25

ETHIOPIA	Any	$ 0.50	$ 1.25	$ 1.25
FALKLAND ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
FAROE ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
FIJI	Any	$ 0.50	$ 1.25	$ 1.25
FINLAND	Any	$ 0.50	$ 1.25	$ 1.25
FRENCH GUIANA	Any	$ 0.50	$ 1.25	$ 1.25
FRENCH POLYNESIA	Any	$ 0.50	$ 1.25	$ 1.25
GABON	Any	$ 0.50	$ 1.25	$ 1.25
GAMBIA	Any	$ 0.50	$ 1.25	$ 1.25
GEORGIA	Any	$ 0.50	$ 1.25	$ 1.25
GIBRALTAR	Any	$ 0.50	$ 1.25	$ 1.25
GREECE	Any	$ 0.50	$ 1.25	$ 1.25
GREENLAND	Any	$ 0.50	$ 1.25	$ 1.25
GRENADA	Any	$ 0.50	$ 1.25	$ 1.25
GUADELOUPE	Any	$ 0.50	$ 1.25	$ 1.25
GUINEA	Any	$ 0.50	$ 1.25	$ 1.25
GUINEA-BISSAU	Any	$ 0.50	$ 1.25	$ 1.25
GUYANA	Any	$ 0.50	$ 1.25	$ 1.25
HAITI	Any	$ 0.50	$ 1.25	$ 1.25
HONDURAS	Any	$ 0.50	$ 1.25	$ 1.25
HUNGARY	Any	$ 0.50	$ 1.25	$ 1.25
ICELAND	Any	$ 0.50	$ 1.25	$ 1.25
INDIA	Any	$ 0.50	$ 1.25	$ 1.25
INDONESIA	Any	$ 0.50	$ 1.25	$ 1.25
IRAN	Any	$ 0.50	$ 1.25	$ 1.25
IRAQ	Any	$ 0.50	$ 1.25	$ 1.25
IRELAND	Any	$ 0.50	$ 1.25	$ 1.25
IVORY COAST	Any	$ 0.50	$ 1.25	$ 1.25
JORDAN	Any	$ 0.50	$ 1.25	$ 1.25
KAZAKHSTAN	Any	$ 0.50	$ 1.25	$ 1.25
KENYA	Any	$ 0.50	$ 1.25	$ 1.25
KIRIBATI	Any	$ 0.50	$ 1.25	$ 1.25
KOREA (SOUTH)	Any	$ 0.50	$ 1.25	$ 1.25
KUWAIT	Any	$ 0.50	$ 1.25	$ 1.25
KYRGYZSTAN	Any	$ 0.50	$ 1.25	$ 1.25
LAOS	Any	$ 0.50	$ 1.25	$ 1.25
LATVIA	Any	$ 0.50	$ 1.25	$ 1.25
LEBANON	Any	$ 0.50	$ 1.25	$ 1.25
LESOTHO	Any	$ 0.50	$ 1.25	$ 1.25
LIBERIA	Any	$ 0.50	$ 1.25	$ 1.25
LIBYA	Any	$ 0.50	$ 1.25	$ 1.25
LIECHTENSTEIN	Any	$ 0.50	$ 1.25	$ 1.25

LITHUANIA	Any	$ 0.50	$ 1.25	$ 1.25
LUXEMBOURG	Any	$ 0.50	$ 1.25	$ 1.25
MACAU	Any	$ 0.50	$ 1.25	$ 1.25
MACEDONIA	Any	$ 0.50	$ 1.25	$ 1.25
MALAWI	Any	$ 0.50	$ 1.25	$ 1.25
MALAYSIA	Any	$ 0.50	$ 1.25	$ 1.25
MALDIVES REPUBLIC	Any	$ 0.50	$ 1.25	$ 1.25
MALI	Any	$ 0.50	$ 1.25	$ 1.25
MALTA REPUBLIC	Any	$ 0.50	$ 1.25	$ 1.25
MARSHALL ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
MARTINIQUE	Any	$ 0.50	$ 1.25	$ 1.25
MAURITANIA	Any	$ 0.50	$ 1.25	$ 1.25
MAURITIUS	Any	$ 0.50	$ 1.25	$ 1.25
MAYOTTE ISLANDS	Any	$ 0.50	$ 1.25	$ 1.25
MICRONESIA	Any	$ 0.50	$ 1.25	$ 1.25
MOLDOVA	Any	$ 0.50	$ 1.25	$ 1.25
MONGOLIA	Any	$ 0.50	$ 1.25	$ 1.25
MONTSERRAT	Any	$ 0.50	$ 1.25	$ 1.25
MOROCCO	Any	$ 0.50	$ 1.25	$ 1.25
MOZAMBIQUE	Any	$ 0.50	$ 1.25	$ 1.25
MYANMAR (BURMA)	Any	$ 0.50	$ 1.25	$ 1.25
NAMIBIA	Any	$ 0.50	$ 1.25	$ 1.25
NEPAL	Any	$ 0.50	$ 1.25	$ 1.25
NETHERLANDS ANTILLES	Any	$ 0.50	$ 1.25	$ 1.25
NEW CALEDONIA	Any	$ 0.50	$ 1.25	$ 1.25
NEW ZEALAND	Any	$ 0.50	$ 1.25	$ 1.25
NICARAGUA	Any	$ 0.50	$ 1.25	$ 1.25
NIGER	Any	$ 0.50	$ 1.25	$ 1.25
OMAN	Any	$ 0.50	$ 1.25	$ 1.25
PAKISTAN	Any	$ 0.50	$ 1.25	$ 1.25
PALAU	Any	$ 0.50	$ 1.25	$ 1.25
PAPUA NEW GUINEA	Any	$ 0.50	$ 1.25	$ 1.25
PARAGUAY	Any	$ 0.50	$ 1.25	$ 1.25
PARAGUAY	Any	$ 0.50	$ 1.25	$ 1.25
PERU	Any	$ 0.50	$ 1.25	$ 1.25
PHILIPPINES	Any	$ 0.50	$ 1.25	$ 1.25
POLAND	Any	$ 0.50	$ 1.25	$ 1.25
PORTUGAL	Any	$ 0.50	$ 1.25	$ 1.25
QATAR	Any	$ 0.50	$ 1.25	$ 1.25
REUNION ISLAND	Any	$ 0.50	$ 1.25	$ 1.25
ROMANIA	Any	$ 0.50	$ 1.25	$ 1.25

RUSSIA	Any	$ 0.50	$ 1.25	$ 1.25
RWANDA	Any	$ 0.50	$ 1.25	$ 1.25
SAUDI ARABIA	Any	$ 0.50	$ 1.25	$ 1.25
SENEGAL	Any	$ 0.50	$ 1.25	$ 1.25
SEYCHELLES	Any	$ 0.50	$ 1.25	$ 1.25
SIERRA LEONE	Any	$ 0.50	$ 1.25	$ 1.25
SINGAPORE	Any	$ 0.50	$ 1.25	$ 1.25
SLOVAKIA	Any	$ 0.50	$ 1.25	$ 1.25
SLOVENIA	Any	$ 0.50	$ 1.25	$ 1.25
SOUTH AFRICA	Any	$ 0.50	$ 1.25	$ 1.25
SPAIN	Any	$ 0.50	$ 1.25	$ 1.25
SRI LANKA	Any	$ 0.50	$ 1.25	$ 1.25
ST KITTS/NEVIS	Any	$ 0.50	$ 1.25	$ 1.25
ST LUCIA	Any	$ 0.50	$ 1.25	$ 1.25
ST VINCENT/GRENADINE	Any	$ 0.50	$ 1.25	$ 1.25
SUDAN	Any	$ 0.50	$ 1.25	$ 1.25
SURINAME	Any	$ 0.50	$ 1.25	$ 1.25
SWAZILAND	Any	$ 0.50	$ 1.25	$ 1.25
SWITZERLAND	Any	$ 0.50	$ 1.25	$ 1.25
SYRIA	Any	$ 0.50	$ 1.25	$ 1.25
TAIWAN	Any	$ 0.50	$ 1.25	$ 1.25
TAJIKISTAN	Any	$ 0.50	$ 1.25	$ 1.25
TANZANIA	Any	$ 0.50	$ 1.25	$ 1.25
THAILAND	Any	$ 0.50	$ 1.25	$ 1.25
TOGO	Any	$ 0.50	$ 1.25	$ 1.25
TONGA	Any	$ 0.50	$ 1.25	$ 1.25
TUNISIA	Any	$ 0.50	$ 1.25	$ 1.25
TURKEY	Any	$ 0.50	$ 1.25	$ 1.25
TURKMENISTAN	Any	$ 0.50	$ 1.25	$ 1.25
TURKS/CAICOS	Any	$ 0.50	$ 1.25	$ 1.25
UGANDA	Any	$ 0.50	$ 1.25	$ 1.25
UKRAINE	Any	$ 0.50	$ 1.25	$ 1.25
UNITED ARAB EMIRATES	Any	$ 0.50	$ 1.25	$ 1.25
URUGUAY	Any	$ 0.50	$ 1.25	$ 1.25
UZBEKISTAN	Any	$ 0.50	$ 1.25	$ 1.25
VIETNAM	Any	$ 0.50	$ 1.25	$ 1.25
WESTERN SAMOA	Any	$ 0.50	$ 1.25	$ 1.25
YEMEN REP	Any	$ 0.50	$ 1.25	$ 1.25
YUGOSLAVIA	Any	$ 0.50	$ 1.25	$ 1.25
ZAMBIA	Any	$ 0.50	$ 1.25	$ 1.25
ZIMBABWE	Any	$ 0.50	$ 1.25	$ 1.25

EXHIBIT C

ATTACHMENT 2

SPEED DIAL CALL RATE TO DESIGNATED COUNTY ENTITIES

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

SPEED DIAL CALL RATE TO DESIGNATED COUNTY ENTITIES

A. A flat call rate shall be charged to the County for Speed Dial Calls made by Inmates to designated County entities.

Speed Dial Call Flat Rate **$0.12 per minute**

The Speed Dial Calls mentioned in this Attachment 2 (Speed Dial Call Rate to Designated County Entities) to Exhibit C (Telephone Rates and Payment Schedule) and referenced in Paragraph 9.4.4 of the Agreement and Section 2.3.3 (Speed Dial; No Cost Calls to Inmates and Sheriff's Department) of Exhibit B (Statement of Work) shall be handled through a direct billing process between the Contractor and the Los Angeles County Internal Services Department.

PERFORMANCE REQUIREMENTS SUMMARY

EXHIBIT D

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
SOW: 3.1 – Develop a Project Control Document	Within thirty (30) calendar days of the effective date of the Agreement, the Contractor shall create, and deliver to County, Project Control Documents (PCD), one for the Sheriff's Department and one for the Probation Department, consistent with this Statement of Work. The contents of each PCD shall include the relevant elements of the following: 1. Introduction; 2. Executive Summary; 3. Project Mission & Objectives; 4. Project Scope; 5. Work Breakdown Structure; 6. Master Project Schedule; 7. Change Control Plan; 8. Project Team; 9. 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 concerned County Project Director.
SOW 3.5.3 – Response to System Problems, Outages and Other Deficiencies	Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and email. Contractor shall provide for 24 hours per day, 7 day per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System problems, outages and other Deficiencies. County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Technical Support Center: Contractor must respond to and resolve System problems, outages and other Deficiencies in accordance with the following timeframes, following the determination and/or notification of the problem, outage or other Deficiency.	Inspection of the monthly reports on system problems, outages and deficiencies	$ 50.00 per hour for late response time past the specified Response Time for commencement of service addressing deficiencies in either Monitoring Capabilities/ Components or Capabilities/ Components other than Monitoring, unless prior approval for the late service commencement by Contractor has been granted by the concerned County Project Director;

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
SOW: 3.5.6.8 – 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 Sheriff's Department Custody and Detention Facilities and each Probation Department Detention and Camp Facilities are maintained in good working order. These monthly inspections shall be documented in the Monthly Maintenance Reports. (See Attachment 5, Monthly Maintenance Report).	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 concerned County Project Director.
SOW: 3.5.6.9 – Regular Management Meetings	The Contractor Project Director or Contractor Project Manager shall attend regularly scheduled management meetings, including Title 15 Meetings, organized by Sheriff Project Director and Probation 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 concerned County Project Director.
SOW: 3.5.7 – Investigation of Complaints and/or Billing Errors	Results of investigations and any corrective action taken shall be provided in writing to the concerned County Project Manager within seven (7) working days following the Contractor's notification of the complaint and/or billing error. The Contractor shall submit to the concerned County Project Manager copies of all Inmate complaints and resolutions monthly and shall maintain a historical record of such complaints and dispositions.	Inspection of monthly reports and service logs	$ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the concerned County Project Director.

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

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 and Confidentiality 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.

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.

SIGNATURE:_____ DATE: ____/____/____

PRINTED NAME:_____ POSITION:_____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

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 and Confidentiality 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.

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.

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME:_____ POSITION:_____

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

Public Communications Services, Inc.
Contractor Name

107 St. Francis Street, Mobile, AL 36602
Address

95-4615444
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes X	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes X	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes X	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes X	No ☐

Teresa Ridgeway, Secretary & Senior VP
Authorized Official's Printed Name and Title

Authorized Official's Signature

August 19, 2011

CONTRACT DISCREPANCY REPORT

Exhibit G

TO:

FROM:

DATES: Prepared by County:_____ Received by Contractor: _____

Returned by Contractor:_____ Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

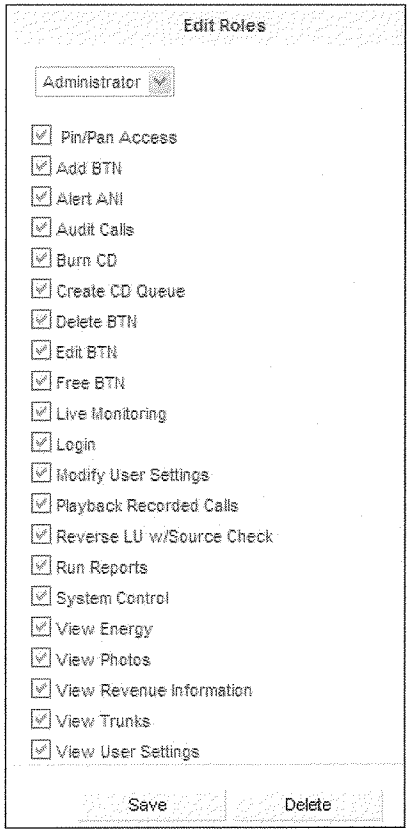
County Representative's Signature and Date

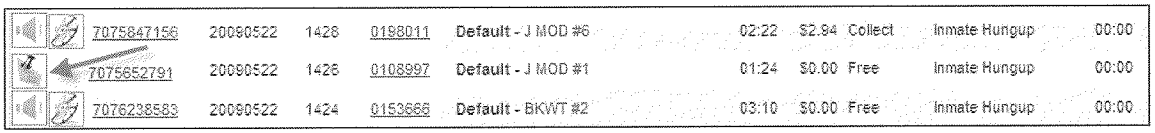
_____

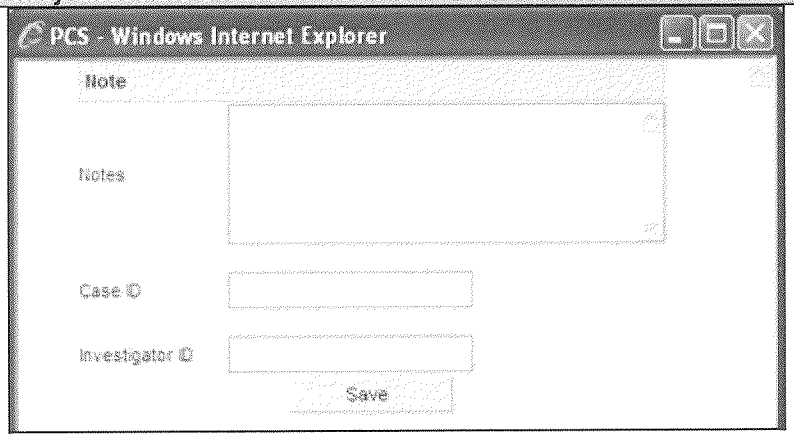
Contractor Representative's Signature and Date _____

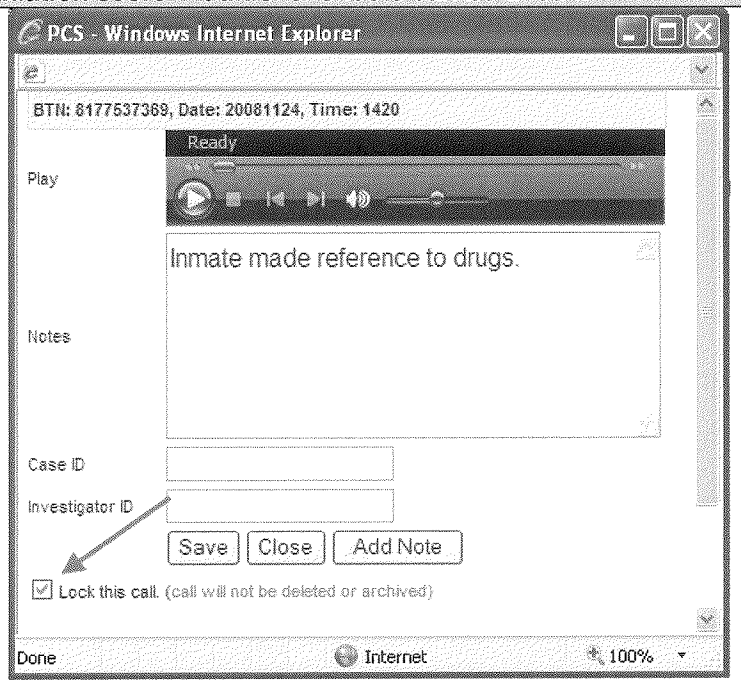
EXHIBIT H
INMATE TELEPHONE SYSTEM (ITS) AND SERVICES
FUNCTIONAL CAPABILITIES AND FEATURES

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
Item Number	**Functional Capabilities and Features**	**Proposer Response** **Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" or "ABLE TO PROVIDE" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if**
1	The System provides a secure logon procedure that guards against fraudulent use. The System possesses a feature in which established passwords auto-expire at a time frame determined by the County. Levels of permissions exist which allow the County	PCS Response: PCS has read, agrees and will comply. In order to access the PCS system, each user must login with a valid user name and password. To login to the ITS, users simply open Internet Explorer and enter http://pcsicm.com. They then enter a valid user name, password, and facility number. Each password will auto-expire at a time-frame determined by the County. Each user has an assigned role, which gives them permission to access certain functions and not others.

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
Item Number	**Functional Capabilities and Features**	**Proposer Response** **Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" or "ABLE TO PROVIDE" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if**
	Project Directors, County Project Managers or designees the ability to create, edit, or view user accounts and assign permissions. The System provides detailed explanation as to System Administrator, user, or other definable levels of access.	Administrators create a role and assign privileges to that role in the User Management screen. Once the role has been created and given a name, it can then be assigned to a user. Roles can be used as assigned pre-set security access levels, or roles may be created specifically for an individual user. Those with administrator level access will be able to create and assign roles to other users. Each role can be allowed to use only those ICM features that the administrators permit them when creating or editing that role. To allow or disallow use of any ICM feature by a particular user or group of users, an authorized administrator simply places or removes check mark in the box by a selected feature on the Edit Role screen.  User Management- Edit Roles
2	The System provides a feature which allows users to	PCS Response: PCS has read, agrees and will comply. While Live Monitoring or listening to any

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
Item Number	**Functional Capabilities and Features**	**Proposer Response** **Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" or "ABLE TO PROVIDE" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if**
	attach "notes" which provide additional documentation to Call Records. Notes are logged by the user name and date and time of entry. Notes are capable of being printed or modified.	recorded call Investigators will see the Call Playback screen on which they can make notes, or mark a particular spot in a call. This screen allows the user to read and add to the notes while listening to the playback of call recordings. If an inmate has made a call to a number designated as Private in the ICM database, no recording will be available, but Investigators may still add a note to the Call Detail Record by clicking the Add Note icon, , which will appear for all private calls. When an inmate has made a call to a number designated as "Private" in the ICM database, the call record will have an Add Notes button next to it.  7075847156 20090522 1428 0198011 Default - J MOD #6 02:22 $2.94 Collect Inmate Hungup 00:00 7075652791 20090522 1426 0108997 Default - J MOD #1 01:24 $0.00 Free Inmate Hungup 00:00 7076238583 20090522 1424 0153666 Default - BKWT #2 03:10 $0.00 Free Inmate Hungup 00:00 **Call Detail Results screen** Click on the Add note tool to bring up the following screen.

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
Item Number	**Functional Capabilities and Features**	**Proposer Response** **Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" or "ABLE TO PROVIDE" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if**
		 Add Notes screen Investigators may add notes here which will be stored with the Call Detail Record and follow it to CD/DVD/USB whenever it is downloaded or archived.

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
Item Number	**Functional Capabilities and Features**	**Proposer Response** **Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" or "ABLE TO PROVIDE" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if**
3	The System allows users to lock recordings. Locked recordings are not deleted or unlocked without the approval of the appropriate authorized user. Users may only lock files if there is a recording associated with that call detail record.	PCS Response: PCS has read, agrees and will comply. When County personnel need to "lock" a call for long term storage, the authorized user can flag the recording in the Playback Window to be retained beyond the specified standard storage window. To lock the recording, the user can click the checkbox labeled "Lock this call," as shown in the screen below. Regardless of when a recording is set for purge, if this box is checked, the recording will be retained indefinitely.  Locking the Call Recording
4	The System is capable of displaying historical user data including, but not limited to, a list of users who opened the same call recording, when users were granted access to the System and by whom.	PCS Response: PCS has read, agrees and will comply. The PCS ICM keeps a complete and verifiable audit trail of actions performed by each user, allowing authorized facility personnel to run reports on this information. These reports can help ICM Users keep track of their own activity (for instance, to check what calls they have downloaded) and allow Administrators to track their staff's use of the ICM. The complete and verifiable records of actions performed also give the facility an ironclad rebuttal to potential inmate or lawyer complaints that someone hasn't allowed

Features and capabilities may be applicable to Sheriff's and/or Probation Departments. "County" refers to either or both departments.		
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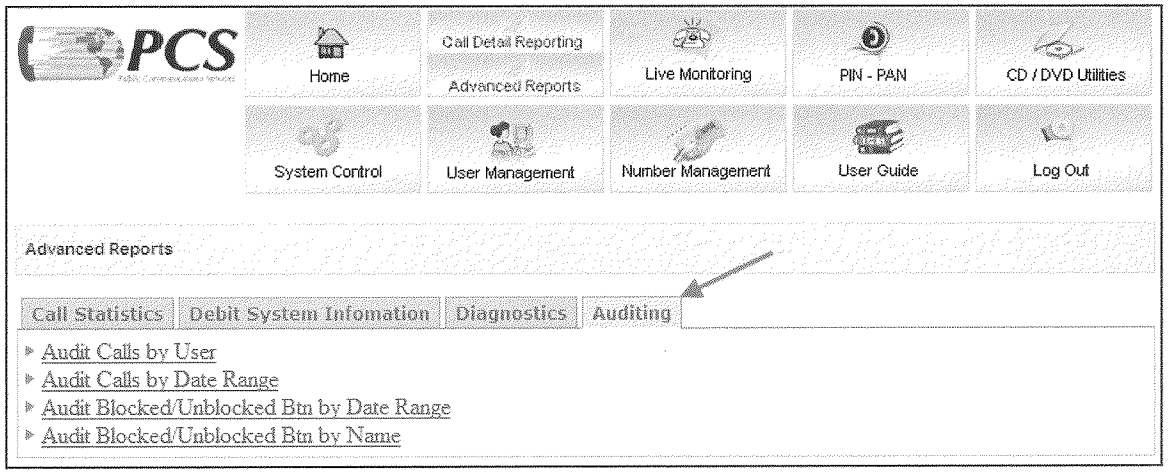
		inmates their calls or has improperly interfered with their calling privileges. To report on the activities of ICM Users open the Advanced Reports page and click on the "Auditing" tab on the screen below.  **Advanced Reports - Auditing** From this screen, authorized users can generate reports on the activities of all ICM users at the Facility by clicking on "Audit Calls by Date Range" and bringing up the following screen.

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		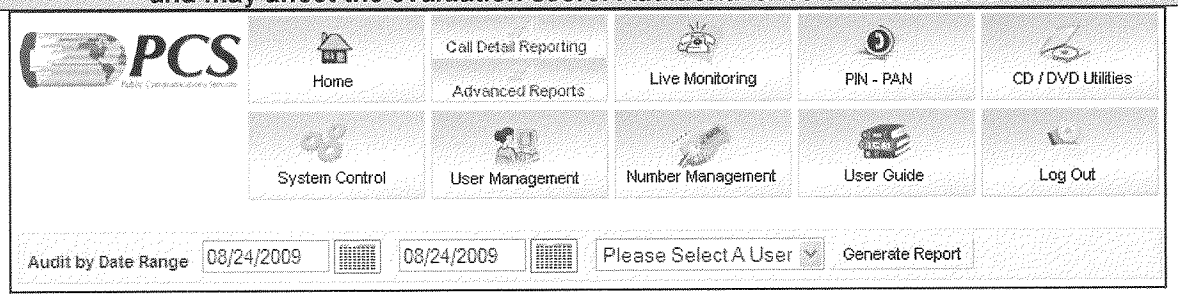 Audit Calls by Date Range To track an individual ICM user's activities or usage of the ICM's features by all Users during any timeframe, enter the start and end dates you want to search and click to select a User. If no entry is made in the Date Range fields, the report will return records for the current day only. If no entry is selected in the "Please Select a User" field, the ICM will report on all Users' activities on the ICM. To quickly generate similar reports, click "Audit Calls by User" on the Auditing tab of the Advanced Reports screen, which brings up the following screen.

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		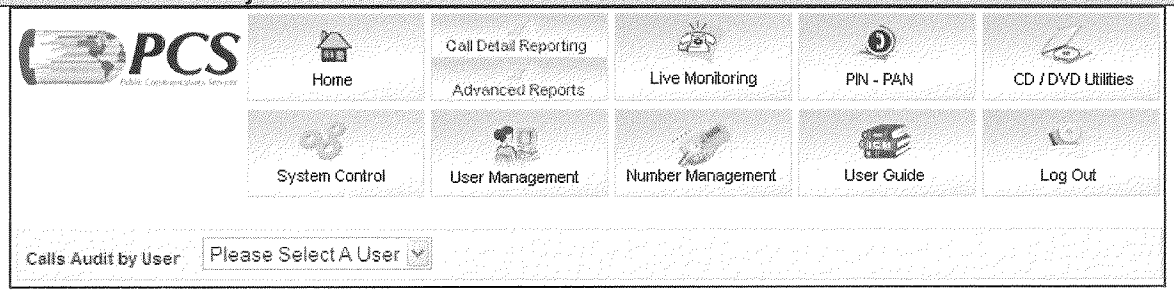 Audit Calls by User From this screen, click and select any User ID. The "Audit Calls by User" function always includes User activity for one User, from the present day back to when their User ID was first assigned. Clicking on the "Generate Report" button from either of the above screens will bring up a screen like the following.

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		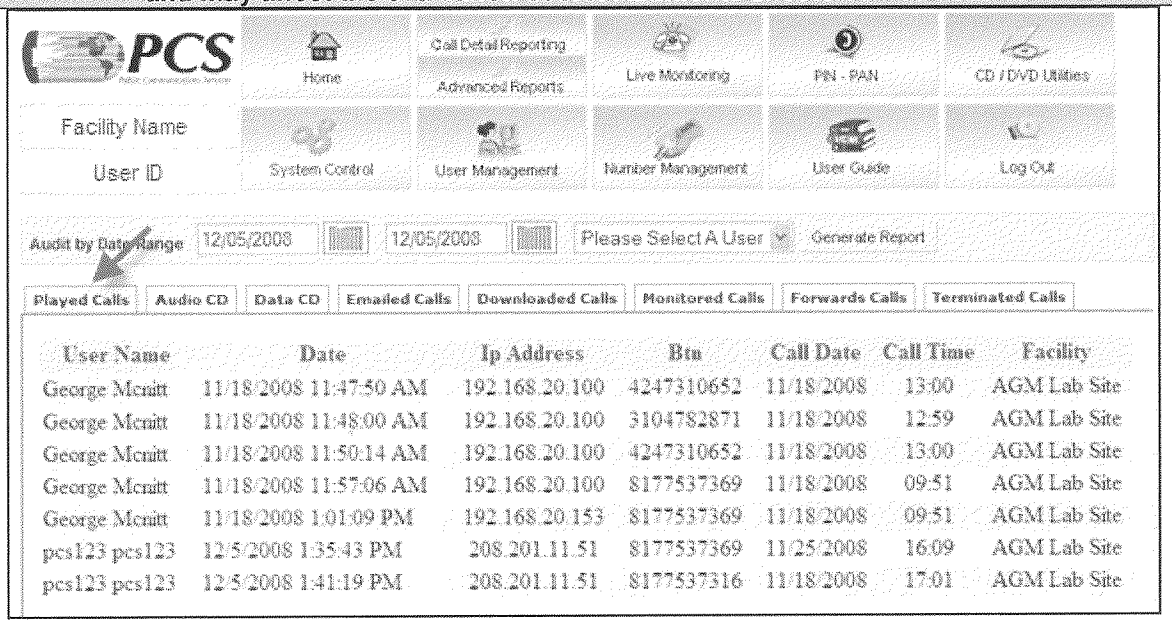 **Audit Calls by User** For the selected User or dates, this screen will display the User, the date and time the action was performed, the network address it was performed from, and the billed-to number, date, time and facility of the call that was played.
5	The System is capable of displaying data on copied files containing each user's information including, but not limited to, user name, date	**PCS Response:** PCS has read, agrees and will comply. By clicking any of the tabs across the top of the report shown above (see response to **Requirement 4**), the User may display similar information about who has downloaded calls to Audio CD; Data CD; emailed calls, Downloaded Calls to their computer, Monitored a live call, Forwarded a live call, or Terminated a live call and

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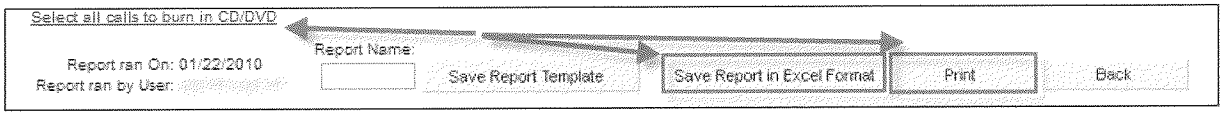
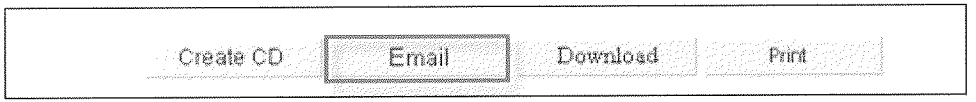
	and time of each copy.	for each activity when and where it was performed. From the Auditing page, Users may also report on when any BTN was Blocked/UnBlocked by Date Range or Blocked/UnBlocked by Name for any inmate, and for what reason, by any User.
6	The System is capable of displaying attempted and successful user logon transactions for each logon user name and includes, but is not limited to, date and time of attempt of logon and activity.	**PCS Response:** PCS has read, agrees and will comply. The Audit User Reports (see our response to previous two Requirements) contain login histories for each User.
7	The System allows users to print, e-mail, or export the current page of a report and to export in various file formats (ie., PDF, Excel, RTF, TXT, or TIFF).	**PCS Response:** PCS has read, agrees and will comply. Whenever any report is run on the ICM the following options will appear at the bottom of the results screen.  **Export Report options** Any file printed to PDF or Excel can immediately be emailed. Audio files (call recordings)can also be emailed directly from the Queue of recordings saved for burning to CD/DVD.  **Options from CD Queue**

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8	The System allows users to view the call activities of each Inmate telephone located within a particular facility and listen to calls in real time.	**PCS Response:** PCS has read, agrees and will comply. The PCS Solution lets authorized personnel monitor calls in progress and calls previously recorded. Calls in progress can be monitored by a properly authorized and logged-in system user from any computer equipped with a soundcard, speakers and Internet access. Authorized users can see what calls are in progress from the "Calls in Progress" screen, and can select any call except those to numbers (usually attorney's numbers) designated private by the administrator. In order to monitor a call, users simply click on the speakerphone icon found beside each listed call (the speakerphone icon will turn green but the screen does not otherwise change). Monitoring calls does not interfere with the continuous recording of all calls, and it is not detectable by the inmate or the called party. Multiple investigators may monitor the same call at the same time, even from different locations. With the ICM, call records on the Call Detail Results screen will have a Call Analyzer icon next to the speaker icon used to play recordings. The ICM's Call Analyzer App downloads the selected recording(s) to your computer rather than just streaming out the audio as the Standard playback function does. This enables you to vary the speed, pitch and tempo of playback, playback and manipulate each side of the conversation individually (sometimes slowing or speeding up the rate of playback will make a call easier to understand). You can also click on any point in the call to leap ahead or back in the recording.

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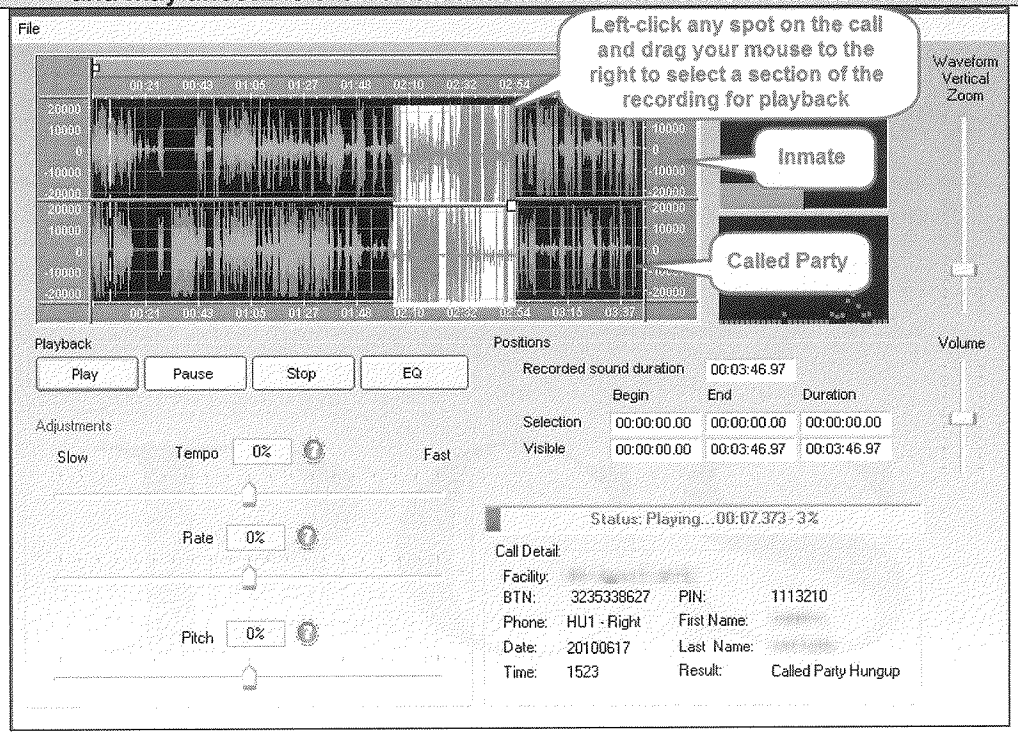

Call Analyzer App

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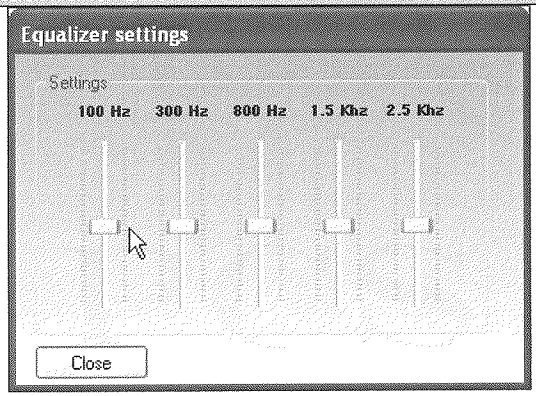
		By clicking EQ (Equalizer), you can open tools allowing you to turn up or down each segment of the Waveform. By playing back any part of either side of a recording and turning up and/or down different audio bands, you can identify background speech and noises and screen them out to make a conversation clearer, or focus on the background speech and noises themselves.  Equalizer Tools
9	The System allows users to monitor calls through workstation computer speakers or by sending calls to a designated telephone number (e.g. cell phone, home phone, or office phone without an extension).	**PCS Response:** PCS has read, agrees and will comply. Any PC that is capable of running Microsoft Internet Explorer 6.0 or greater, speaker or headphones and that has a connection of sufficient bandwidth, may conveniently use all of the ICM's features, including live monitoring and playback of call recordings. To forward any call from the Live Monitoring screen click F and the following box will appear.

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		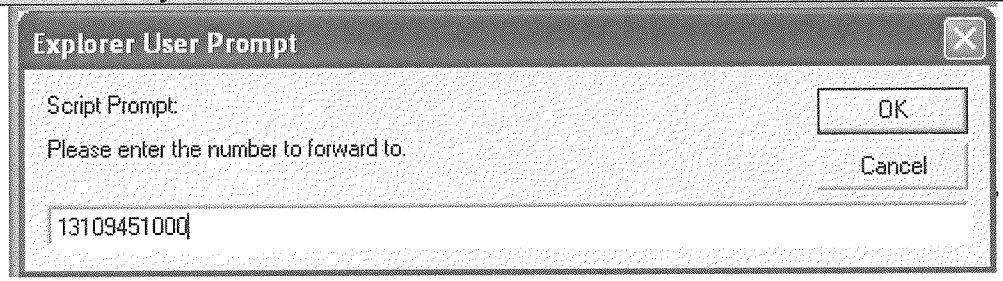 Forward Call Type the ten digit (including 1 and the area code) phone number to which you want to forward the call without spaces or hyphens in this box. The ICM will call that number and when it is answered the called-party will then hear the inmate's call live. At no time will any of this activity or monitoring be detectable to the inmate or their called-party.
10	The System allows authorized users to disconnect any Inmate call as it is being monitored, immediately and without warning to parties involved in conversation. The System allows the County Project Directors, County Project Managers, or designees capacity to turn off (and on) individual, specified group, or all Inmate telephones from any authorized workstation.	**PCS Response:** PCS has read, agrees and will comply. To disconnect the call being monitored click on the icon. The following prompt will give you one chance to cancel or confirm the action. Call Termination Warning

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		To immediately disconnect the call click OK. A voice prompt will inform both parties on the line that their call has been terminated and it will be flagged on the Call Detail Records as an Admin Terminated. This is the only circumstance under which any investigator activity from the Live Monitoring page will be detectable to either party on the call.
11	The System provides a means by which authorized users can add numbers to a destination number list. Numbers may be added to this list for various reasons including, but not limited to blocking the number, adding privileged numbers, creating a calling schedule, selecting a number for no recording or creating an alert. Once a phone number is blocked, no Inmate telephone calls to that destination number will be allowed from any Inmate telephone.	PCS Response: PCS has read, agrees and will comply. By using the Number Management feature of the ICM, any authorized user can set an alert, block a number or set any number as private (do not record) at any time.

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		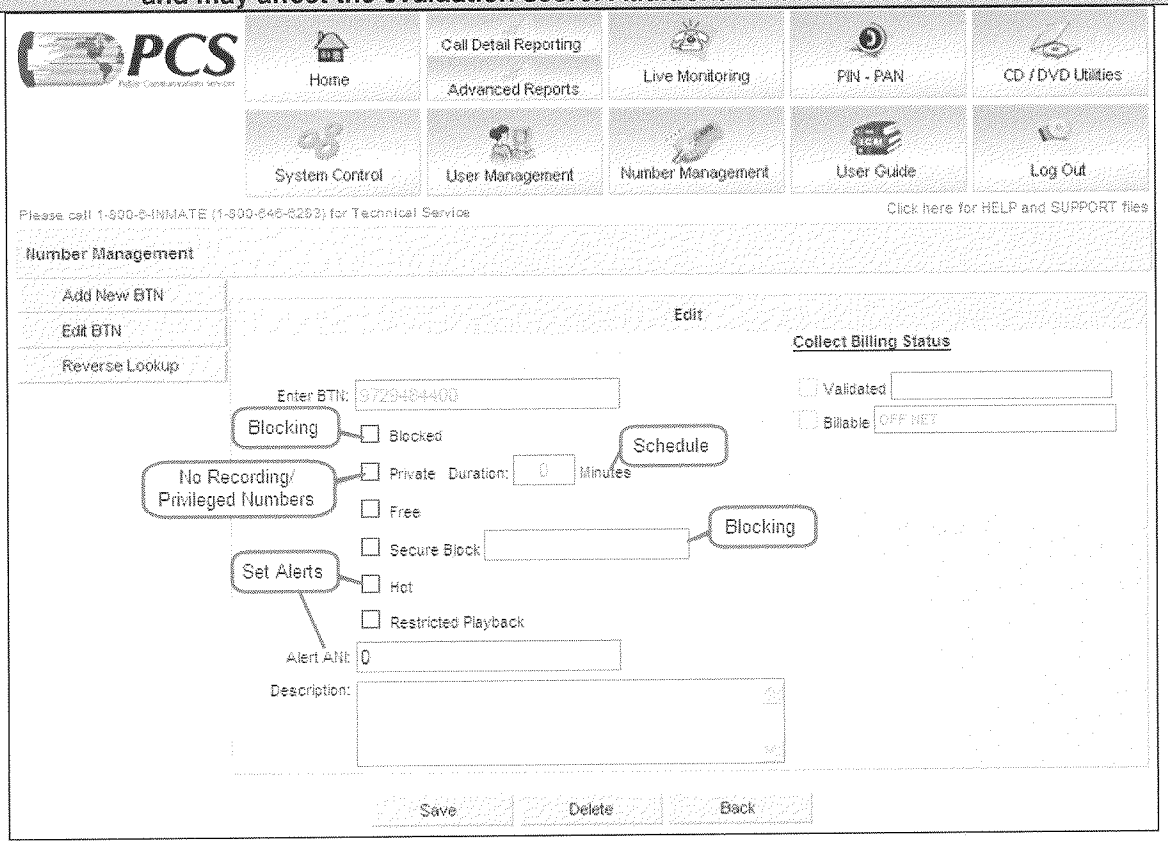 Number Management

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12	The System provides a rich complement of search and sort features both investigative and administrative which includes, but is not limited to, played calls, recorded calls, Completed Calls, incomplete calls, copied or downloaded calls, calls with notes, note content, locked calls, call duration, manner in which call was initiated, manner in which call was terminated, type of call, and rate type.	PCS Response: PCS has read, agrees and will comply. *The PCS solution comes with more than 2,000 different possible reports available* using the Call Detail Reporting screen. This does not include the many reports available through the Advanced Reports screen. Any report format may be saved to be used as needed. Reports can include information on phone calls by phone, phone trunk line, PIN, dialed number (BTN: billed-to-number), location, time, date, user minutes, call type (free, debit, prepaid), call band (local, interstate, international, etc.) You can also run a report to determine if a recording is available and to view reverse directory information on listed calls. By clicking on the Call Detail Reporting icon, users will see the Call Detail Reporting screen, from which users may specify the start date and the end date for the report, and the types of calls in which they are interested. Reports can be customized in the Call Detail Reporting screen using the report parameters highlighted below.

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		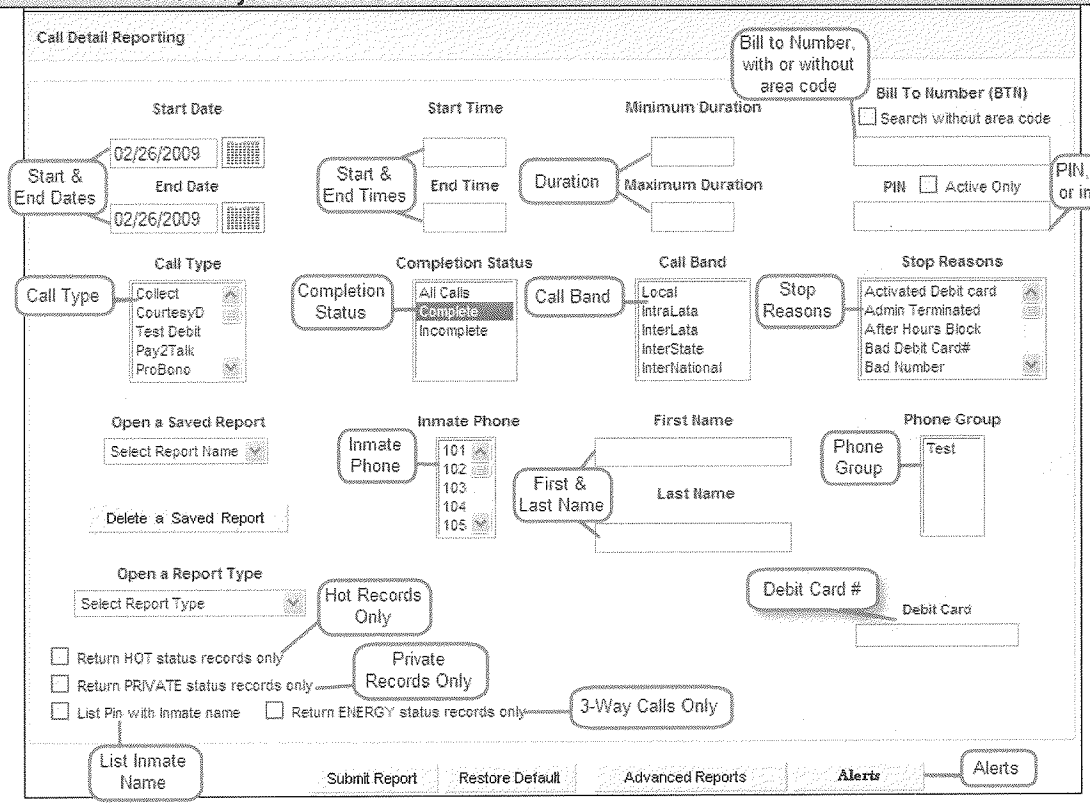 Custom Report Parameters
13	The System provides a report which affords detailed call	PCS Response: PCS has read, agrees and will comply. Upon login to the system, the Home Page

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	information and allows the concerned County Project Director, County Project Manager or designee(s) to access and print call recordings for administrative and/or investigative functions including, but not limited to, deriving total call minutes/duration, Total Billable Amount, originating facility, start and end date/time of call, phone location, destination number, manner in which the call started and ended, and unique file name for recorded call. Reporting provides summary information on attempts, accepts, incomplete, other, connected and denied calls.	immediately shows a summary of call data statistics for that facility, including total completed and uncompleted calls, total call revenues and revenue breakdown by call type, and statistics for how each call is terminated. Once the user selects the parameters of the report, the Call Detail Results screen appears: Call Detail Results TOOLS BTN DATE TIME PIN PHONE DEBIT CARD DUR. CHARGE TYPE RESULT ENERGY 7075250881 13 20090522 1428 0210491 Default - BKWT #3 01:08 $0.00 Free Inmate Hungup 00:00 7075847156 20090522 1428 0198611 Default - J MOD #6 02:22 $2.94 Collect Inmate Hungup 00:00 7075652791 25 20090522 1426 0196997 Default - J MOD #1 01:24 $0.00 Free Inmate Hungup 00:00 7072282438 20090522 1407 0188182 Default - J MOD #6 9158240480 40 01:31 $2.41 Debit Inmate Hungup 02:06 6193025299 20090522 1406 0181108 Default - J MOD #1 2822595683 23 00:38 $2.89 Debit Inmate Hungup 00:00 7073318747 20090522 1420 0174440 Default - D MOD #5 2390694891 22 00:14 $2.34 Debit Inmate Hungup 00:00 7075286568 2 20090522 1420 0201443 Default - J MOD #2 9158240480 40 09:55 $2.97 Debit Inmate Hungup 00:00 7075250881 13 20090522 1419 0223575 Default - F MOD #5 00:46 $2.76 Collect Inmate Hungup 00:00 7075421047 20090522 1417 0153666 Default - BKWT #2 06:06 $0.00 Free Inmate Hungup 01:40 7076969978 20090522 1417 0223743 Default - BKHLD #11 03:33 $0.00 Free Inmate Hungup 00:00 Total $16.35 Select all calls to burn in CD/DVD Report ran On: 12/10/2008 Report ran by User: pcs123 pcs123 Report Name: Save Report Template Save Report in Excel Format Print Back Call Detail Results Each Call Detail Report shows the cost, duration, originating station, inmate ID, destination

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		number, date, time, whether a call was positively accepted, method of termination etc. for each call.
14	The System provides a report which tracks the total number of calls by both origination number (Inmate telephone) and call destination number (number dialed by the Inmate). Information in this report includes, but is not limited to, the origination number, location of the Inmate telephone within the facility, number of calls attempts from the Inmate telephone, number of accepts (calls accepted by the called party from this Inmate telephone), destination number (number dialed by the Inmate), the number of attempts to the destination number, and the number of accepted calls at the destination number.	**PCS Response:** PCS has read, agrees and will comply. To run a report containing all of the requested information simply either an inmate's PIN/ID#, or select a phone station on the Call Detail Reporting screen (see our response to **Requirement 12** above for an illustration). Please see **Attachment 1—Sample PCS Solution Reports** for example.
15	The System provides a report indicating activities associated with destination numbers placed on an alert list provided by the County. Calls	**PCS Response:** PCS has read, agrees and will comply. From the Call Detail Reporting screen investigators can instantly run reports showing all alerts placed—on destination numbers and/or on Inmate PINs— or view records of all "Hot" calls (calls on which either the PIN or outside

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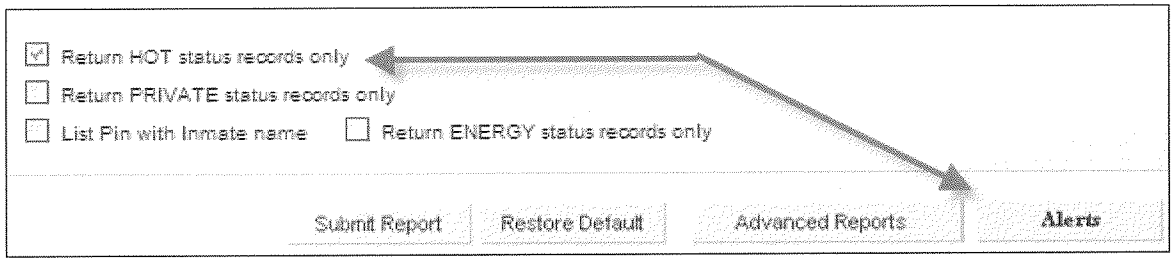
	to specified destination numbers are monitored each time they are dialed by an Inmate. This report contains call detail information including, but not be limited to, if call was recorded, if call had notes attached, if call was locked, facility, destination, date/time of alert, call length, cost of call and manner in which the call started and ended.	number had an alert on it).  Call Detail Reporting- Hot Calls and Call Alerts All Call Detail Reports will show if a call was recorded, the facility, destination, length, cost, date, time etc.
16	The System provides a report which details all Pre-Paid Phone Card transactions including, but not limited to, transfers made within a specified time range by an Inmate from one Pre-Paid Phone Card to another Pre-Paid Phone Card, and the transaction date and amount.	**PCS Response:** PCS has read, agrees and will comply. To report on all purchases etc. either of calling cards or for inmates' cardless debit accounts, simply click on Advanced Reports and select the Debit System Information option.

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		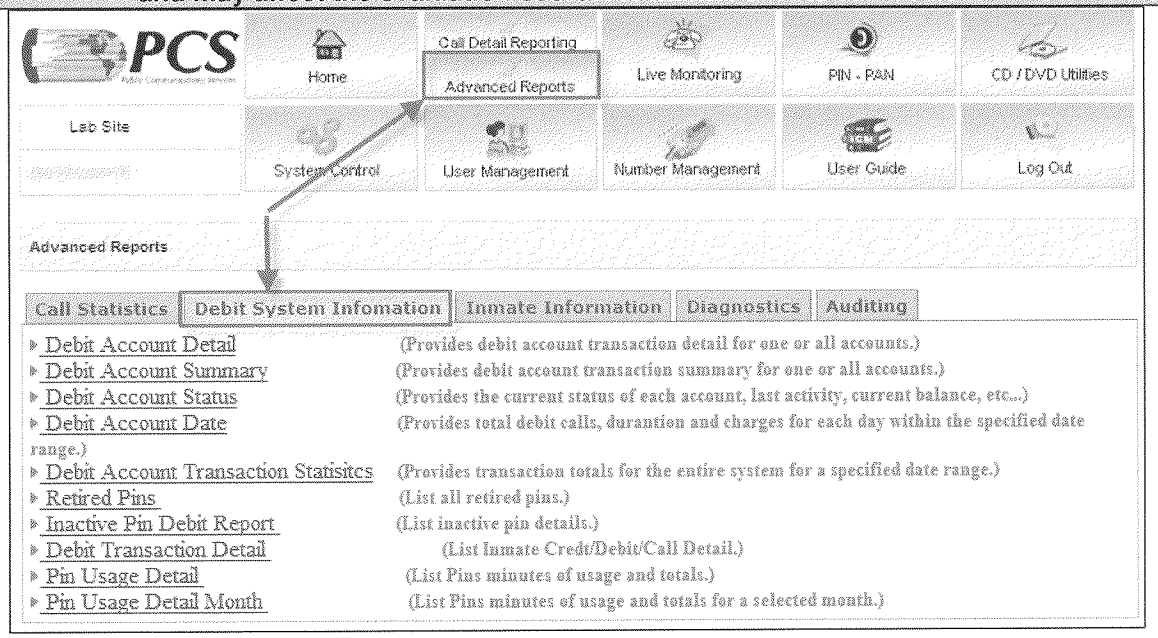 Advance Reports- Debit System Information
17	The System provides a report on all calls made using Pre-paid Phone Cards within a specified date range including, but not limited to, start time, origination, location, destination, call duration, manner in which the call started and ended, cost	PCS Response: PCS has read, agrees and will comply. Enter the number of any phone card on the Call Detail Reporting screen (Please see our response to **Requirement 12** above) and select any date range, phone group, outside number etc. and click the "Submit Report" button to view all of the requested information. Please see **Attachment 1—PCS Solution Sample Reports** for examples.

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	and Pre-Paid Phone Card number.	
	The System provides a means to utilize a Pre-Paid Account that would perform functions include but not limited to those listed in Paragraph 2.3.2.5 of Appendix B (SOW) through the acceptance of cash, money orders, or electronic payments.	PCS Response: PCS has read, agrees and will comply. About half of all telephone numbers in the United States, including almost all cellular numbers, are restricted from receiving traditional collect calls. Prepaid calling options overcome these limitations and enable many more inmates' family members and friends to hear from their loved ones, but retain all call restrictions and security measures set by the facility. PCS has led the way in developing alternatives to traditional collect calling, which include: **Debit Cards for Purchase by Inmates** Debit calling is an integral part of the PCS Solution. Debit allows inmates to make calls, even to cellular phones, and pay for these calls with their own debit card. PCS can provide Debit to inmates by selling Debit cards through each facility's commissary. Each debit card will have a 12-digit PIN that is tied to the funds paid for that card, which will be debit as the card is used. To make a debit call, the inmates use their confidential Personal Identification Number (PIN), select "debit," and enter the 12-digit PIN from the debit card. The card's account is checked for funds prior to a call being connected, and the charges are debited from the account after the call is terminated. As an extra security measure, when the inmate makes the first call with a debit card, that debit card is linked with the inmate's PIN, and cannot be used by another inmate. This feature is essential to prevent card-stealing and other fraudulent activity among inmates. It is important to note that all inmate call controls work with debit calling. This means that call

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		processing for debit calls will include, but not be limited to: identifying blocked numbers, privileged numbers such as attorney calls, established maximum call length, three-way call detection, and all other parameters set by the facility. **Daily Debit™ Service Funded by Friends and Family** Daily Debit™ allows friends and families of inmates to set up and fund PIN-linked, cardless inmate debit accounts through the PCS web site. Accounts can be set up and will operate without placing any administrative burden on the facility staff or the commissary provider. This funding source for inmate calls can be offered in addition to the debit cards purchasable by inmates from the commissary. Family members who wish to set up or add funds to an inmate debit account would not need not travel to the facility to do so. They would only need to access the PCS website or call the toll free PCS telephone number. Payments could be made by money order, Western Union, MoneyGram, Telecheck® , pay-by mail, or credit card. **Daily Dial™ for Called-Party Prepaid** With Daily Dial™, Prepaid accounts can be created by a friend or family member for a particular destination number. Inmates may then place a call to a number that might otherwise be blocked through a standard collect-only calling system. If an inmate attempts to place a collect call to a number that is permitted by the facility but unable to receive collect calls, such as cell phones, hospitals, international locations, places of business and nursing homes, the called party is

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		informed of whom is trying to reach them and immediately offered a toll-free number they can call to set up a Daily Dial™ account. When the inmate calls a loved one whose unpaid collect-balance threshold has been reached, the called party is given the option of setting up a prepaid account so that they can continue to receive calls from the inmate. The called party is then given the option of a one minute courtesy call to speak with the inmate before setting up their account. Daily Dial™ allows a friend or family member to pay for only those calls that the inmate makes to them; to set for their self and automatically remain within a desired budget; to benefit from bulk purchase of calling time and our low debit rates; and to avoid the fees their own carrier may charge for accepting collect calls. These features are particularly helpful for family members who may be on a fixed or limited income. PCS has had many successful experiences interfacing our debit system with a variety of commissary and Jail Management Systems (JMS) to allow electronic PIN and fund transfers, thus eliminating any paperwork or administrative burden on correctional staff related to debit and prepaid accounts. The PCS debit services software resides on the ICM. The ICM also includes the accounting software, allowing inmate balances to be easily accessed. Each call is itemized, and reports can be generated for inmates to keep them current on account balances at any time. In facilities where PIN-based debit services are implemented, inmates can monitor their account balances simply by entering their PIN number into an inmate telephone, and hearing an audio prompt of their current balance. Within the PCS system, an inmate can also transfer balances from old cards and easily get refunds after release from the facility.

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		 With Pay2Talk, w hen an inmate places a traditional collect call to a number that has a collect call restriction – to a cell phone, for example – the called party is given the option of using a credit card to pay for the call on the spot, allowing the call to be connected. The called party pays a flat fee for a set duration of minutes. While it could be used as a long-term calling solution, the Pay2Talk calling option is ideal for inmates who are incarcerated for a short period of time, enabling them to connect quickly to a telephone number that cannot receive traditional collect calls. • Does not require facility, JMS, or commissary integration. • Toll-Free number for service and support accessible 24/7. • Account set up not required by either party. • Does not override administrative blocks placed by the facility. Please see our response to Requirement 2.3.2.5 in the Statement of Work for more details.

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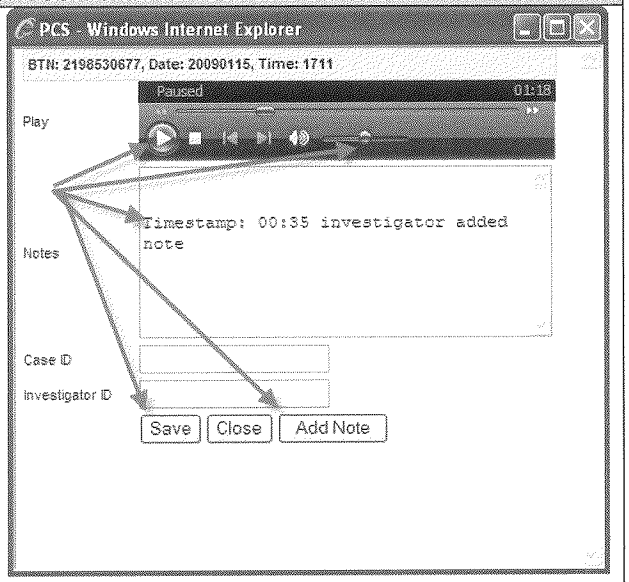
18	The System provides a means which allows investigators to utilize "bookmarks" or "timeline markers" to tag a particular location (in time) within a recording for future reference and enter comments or notes within the bookmark. Bookmarks are not retained unless a voice recording file has been downloaded or saved.	**PCS Response:** PCS has read, agrees and will comply. While Live Monitoring or listening to any recorded call Investigators will see the Call Playback screen on which they can make notes, or mark a particular spot in a call. This screen allows the user to read and add to the notes while listening to the playback of call recordings.  Call Playback
19	The System provides a security method for verifying authenticity of recordings. Completed Inmate calls stored for retrieval are protected from fraud and tampering throughout the storage term.	**PCS Response:** PCS has read, agrees and will comply. Call recordings are encrypted and date-and-time stamped, and are stored along with the associated call data. In order to assure a judge that a call recording has not been tampered with, original call recordings are encrypted using a 128-bit key and are also date-and-time stamped when they are stored on the RAID. This ensures that if any records are tampered with (which would be very unlikely due to the many levels of security), the altered recording would immediately be distinguishable from the original. A log is maintained in the PCS system of all user activity related to every call—who listened to a call, for example, who

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		burned the call to a CD, and when the CD was made. It is crucial to note that unlike some other ITSs PCS records calls directly in .wav-compatible format, stores them in .the same easily accessible and widely supported format and allows indefinite onsite archiving of any call in the exact same format. When files are reformatted for storage- on tape for example- they are often regarded as unverifiable and thus inadmissible in court. Any time a recording on the RAID drive is listened to, a new note is added to the comments section, or all or part of the call is copied, sent, or downloaded a new date and time stamp is fixed to the new information and both are attached to the existing file but the existing file is not overwritten or edited. These features maintain the integrity and verifiability of the chain of evidence, ensuring that our records stand up to the highest degree of judicial scrutiny. PCS promises to provide expert testimony regarding the reliability of your records and call recordings free of charge if they are ever challenged.
20	The System provides a means of immediately notifying a collection of user-defined phone numbers attached to an individual or group with monitoring rights. Each time an Inmate places a call to a designated destination number, the System begins dialing the specified contact phone numbers immediately, one by one, in the succession specified. If contact cannot be established (ie., busy or	**PCS Response:** PCS has read, agrees and will comply. The PCS Solution allows for alerts to be set on specific telephone numbers or PINs. These PINs and dialed numbers are designated as "hot" in the system. When a "hot" PIN is used to place a call, or a call is placed to a "hot" number, an alert is triggered and the inmate telephone system calls the "Alert ANI" (Automatic Number Identification) designated by the investigator. When the investigator answers his phone, he can then listen to the call in progress without detection by inmate or called party. The investigator may terminate the call while in progress from any computer with network access. Please refer to the sample screen below, which demonstrates how investigators may use the Number Management screen to set alerts ("hot") on a telephone number, and designate the telephone number to which the alert is to be sent.

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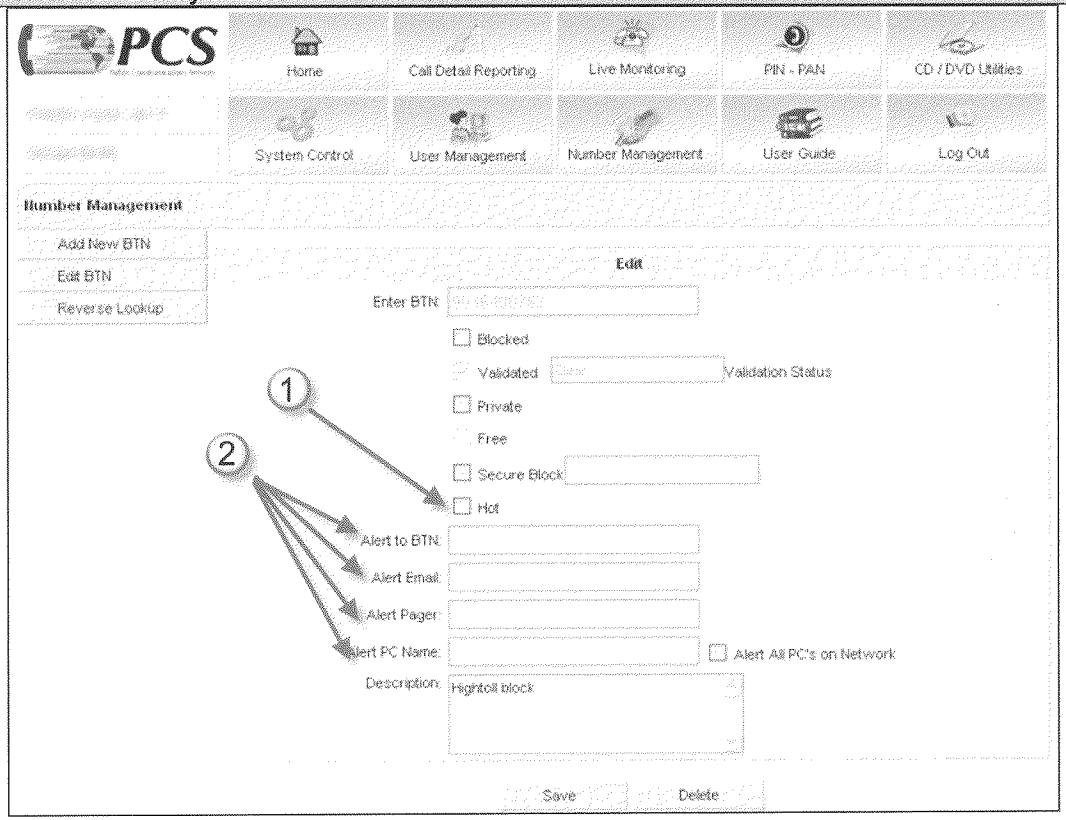
	unanswered) at a called number, the System moves on to the next number, respectively, until contact is made with a member of the group, at which time the dialing may cease. If no contact is made after exhausting the list, the System repeats the list, in succession, until contact is made.	 Number Management Alerts can also be placed on an inmate PIN or debit card number from the PIN Detail screen.

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21	The System provides a means for "deadspace" in recorded Inmate phone calls where no voice is detected, to be eliminated, leaving only the actual voice recordings in a compressed/abbreviated format. Such feature does not alter the System capacity to retain the original file with security envelope.	PCS Response: PCS has read, agrees and will comply. With the ICM, call records on the Call Detail Results screen will have a Call Analyzer icon next to the speaker icon used to play recordings. The ICM's Call Analyzer App downloads the selected recording(s) to your computer rather than just streaming out the audio as the Standard playback function does. This enables you to vary the speed, pitch and tempo of playback, playback and manipulate each side of the conversation individually (sometimes slowing or speeding up the rate of playback will make a call easier to understand). You can also click on any point in the call to leap ahead or back in the recording.

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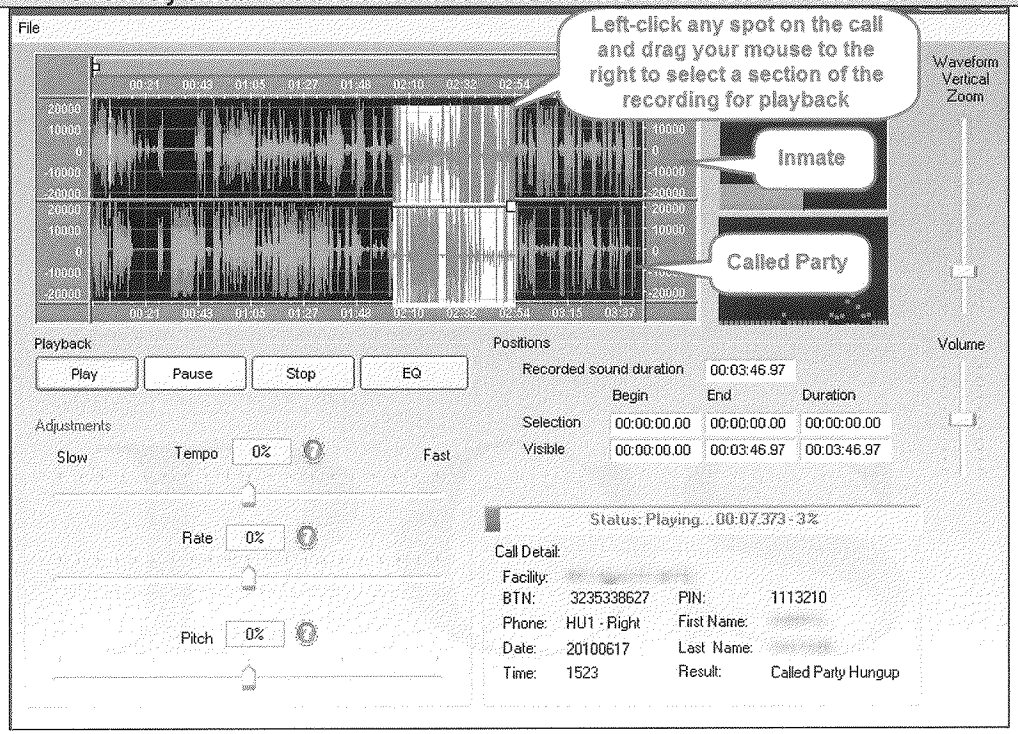

Call Analyzer App

It is crucial to note that unlike some other vendors PCS records calls in .wav-compatible format, stores them onsite in .wav-compatible format and allows indefinite onsite archiving of any call in the same easily accessible format. When files are reformatted for storage—on tape, for example—they are often regarded as unverifiable and thus inadmissible in court. Any time a recording on the

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		RAID drive is listened to, a new note is added to the comments section, or the call is copied, sent, or downloaded, a new date-and-time stamp is fixed to the new information. The new information is then attached to the existing file, but the existing file is not overwritten or edited. These features maintain the integrity and verifiability of the chain of evidence, ensuring that our records stand up to the highest degree of judicial scrutiny. PCS promises to provide expert testimony regarding the reliability of your records and call recordings free of charge if they are ever challenged.
22	In this section of the proposal, the Contractor is encouraged to include any additional specific features and/or capabilities of its System which could prove beneficial to the County in either administrative or investigative functionality.	*PCS's solution is completely tailored around increasing revenue for the County, by providing additional revenue streams, increasing efficiencies, and increasing call volumes.* Not only does PCS have a wealth of experience in integrations and installing additional products and services, but we have a proven track record of partnering with whatever company will help our clients achieve their goals of increasing revenue, staff and facility security, and inmate quality of life. **Optional Value-Adding Applications** PCS's system has been designed from day one to rely on widely-used industry-standard technologies, data formats and architecture. As a result, we are able to integrate with almost any outside software vendor to offer our clients best-of-breed solutions for whatever their needs are. And since we have so much experience integrating with **your current Keefe** commissary **systems**, we can ensure a smooth transition to cardless debit calling that will not only reduce staff involvement—freeing up their valuable time for other pressing issues—but will increase revenue generated for **Los Angeles County**. We would be happy to discuss providing you with any of this

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		host of premium services: ❖ **Keyword search** ○ Quickly scan thousands of recordings to locate key words ○ Vastly reduces staff time spent listening to call recordings ○ Searches phonetically for sounds that make up words ❖ **Kiosks from Elan** ○ Allows inmates to post bail, pay fines and/or fees ○ Provides for instant bail or restitution payments ○ Automates tasks and saves facility staff valuable time ○ Allows additional funding methods for friends and family ○ Can increase facility revenue by facilitating more account funding ❖ **Release Cards from Elan** ○ Allows remaining inmate trust funds to be placed on a debit card that can be used at ATMs and stores upon inmate release ○ Speeds up refund processing and release ○ Eliminates facility need for cash on hand ○ Can be reloaded by inmates after release ❖ **Stationary stools and benches** ○ Steel stools and benches contribute to inmate comfort while calling, translating to

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		higher call revenue and less damage to phones ❖ **Cell Phone Detection/ Control** ○ Detect and locate cell phones within a defined perimeter ○ Prevent phone crimes and witness harassment ○ Ensure investigative access to all phone calls made from your jails ○ Increase facility revenue by eliminating fraudulent cell phone use ❖ **Video Visitation Phones & Scheduling** ○ Easily schedule, manage, automate and report on visitation procedures ○ Allows monitoring and recording audio and video, with interrupt capability ○ Interfaces with JMS/OMS ❖ **Inmate Email** ○ Allow inmates to receive email for a small fee ○ Provides an additional revenue stream for the County ○ Convenient contact method to keep inmates connected to loved ones ○ Avoid the risks associated with physical mail ❖ **Inmate Voicemail** ○ Authorized system users can record messages for inmates ○ Inmates retrieve messages by entering their unique phone PIN ○ Staff can record responses to inmate complaints, questions, etc.

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		❖ **Interactive Voice Response (IVR) for Funding Prepaid Accounts** ○ Allows a called party to create or recharge a Prepaid account with a credit card over the phone at that moment in order to accept collect calls from a facility ○ Set-up fees waived if called party creates account via IVR ❖ **Over-the-phone Debit time and commissary ordering*** ○ Inmates order commissary items using the inmate phones ○ Orders processed through automated system prompts ○ Staff spend less time collecting and processing commissary forms ○ *Available with the integration with Keefe/your commissary ❖ **Real-time Debit Transfer*** ○ Debit funds are processed instantly ○ Inmates can make calls as soon as they complete the transfer ○ *Available with the integration with Keefe/your commissary ❖ **MP3 Players** ○ Gives inmates access to digital media content, including music, audiobooks, and educational information ○ Provides an additional revenue stream for the County ○ Tamper-proof and designed for use in the corrections environment ❖ **Inmate tip, messaging, and information lines*** ○ Inmates can record messages for facility staff and obtain recorded information over

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		the phone ○ Can be used to assist in PREA efforts ○ Staff can solicit and track anonymous crime tips ○ Includes inmate appointments, court dates, and release dates ○ Reduce staff time spent responding to information requests ○ *Information lines available when ITS is integrated with the JMS ❖ **Reverse Lookup** ○ Look up name and address for any dialed number ○ Staff can look up an unlimited number of dialed numbers ○ Display results on a map or satellite image ○ Use Reverse Lookup for calls in progress or completed calls ❖ **Free Calling Solution** ○ Assign free calls for inmates however you think appropriate ○ Permit any number of free calls or free minutes, per week, per day, per month to any number, group of numbers or all numbers ○ completely adjustable by County staff through our simple-to-use web-based GUI ❖ **Gang Management** ○ Track calls made to a single phone number from multiple inmates ○ Provides an additional tool for investigators to track gang activity ❖ **Voice Verification/ Biometrics**

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		○ Verifies an inmate's voice and locks it to their PIN number to prevent PIN theft ○ Used in conjunction with PINs to authenticate inmate's identity ○ Examples include voice verification, iris scanning, and fingerprinting technologies ❖ **PCS Development Team – IT teaming** ○ Enables Los Angeles County to participate in the design of new technologies and/or system customizations ❖ **Inmate information lines*** ○ Inmates can obtain recorded information over the phone ○ Includes inmate appointments, court dates, and release dates ○ Reduce staff time spent responding to information requests ○ *Available when ITS is integrated with the JMS ❖ **Inmate sick calls (medical ordering)** ○ Inmates select medical appointment times over the phone ○ Appointment selection processed through automated prompts ○ Reduce staff time spent scheduling medical appointments ❖ **Visitation Phones** ○ PIN-operated phones allow for monitoring and recording ○ PCS developed the first fully integrated system in the United States that linked visitation and inmate telephone services ❖ **Renovo Video Visitation Scheduling**

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		○ Easily schedule, manage, automate and report on visitation procedures ○ Allows public to pre-schedule offender visits via a public web scheduling module ○ Interfaces with JMS/OMS ○ Eases implementation of Video Visitation in the future

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

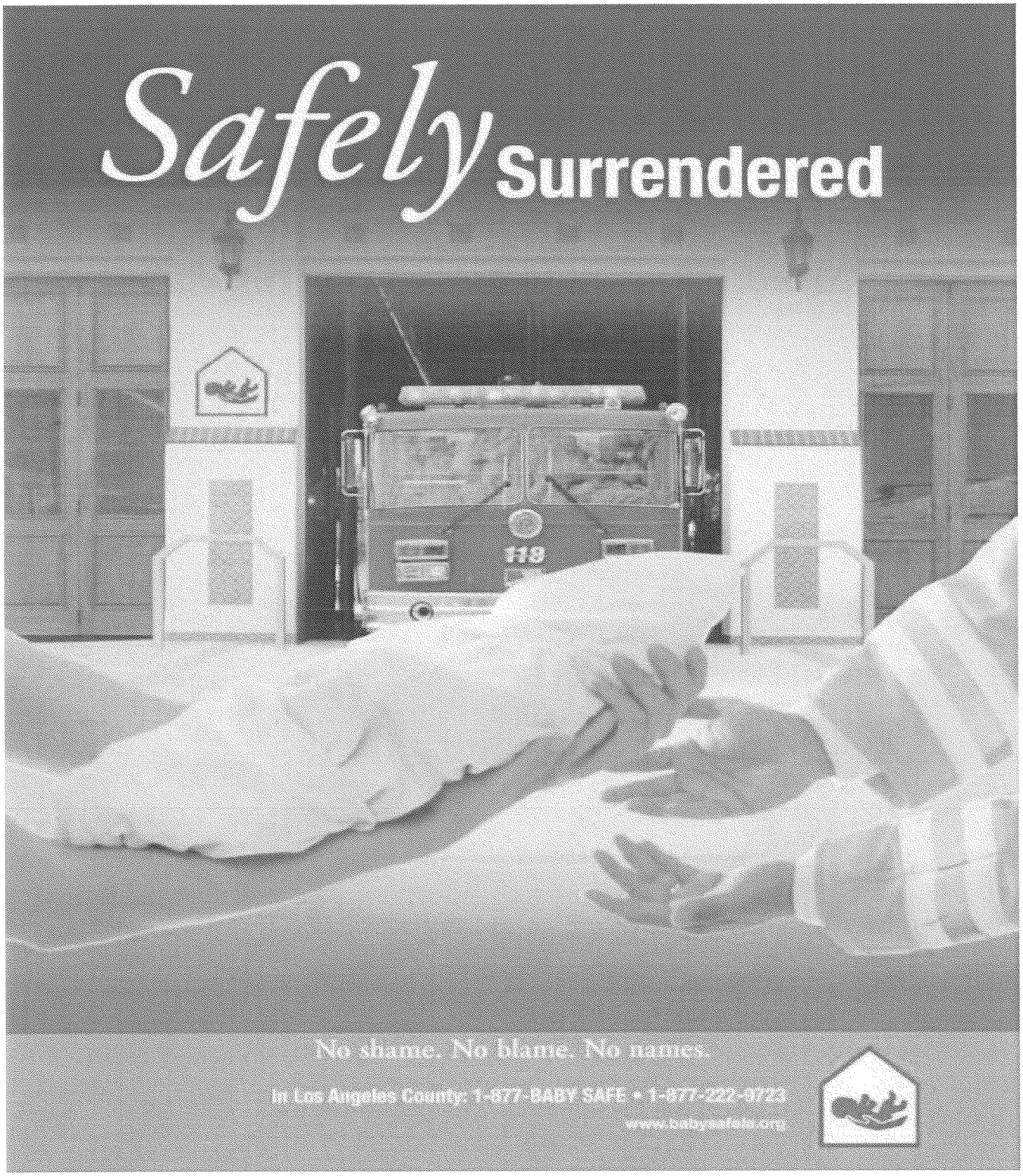
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT J

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

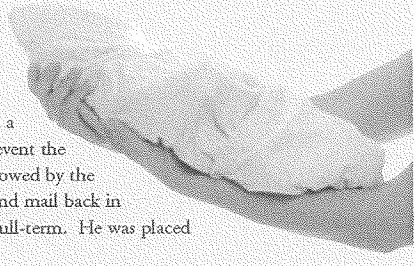
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

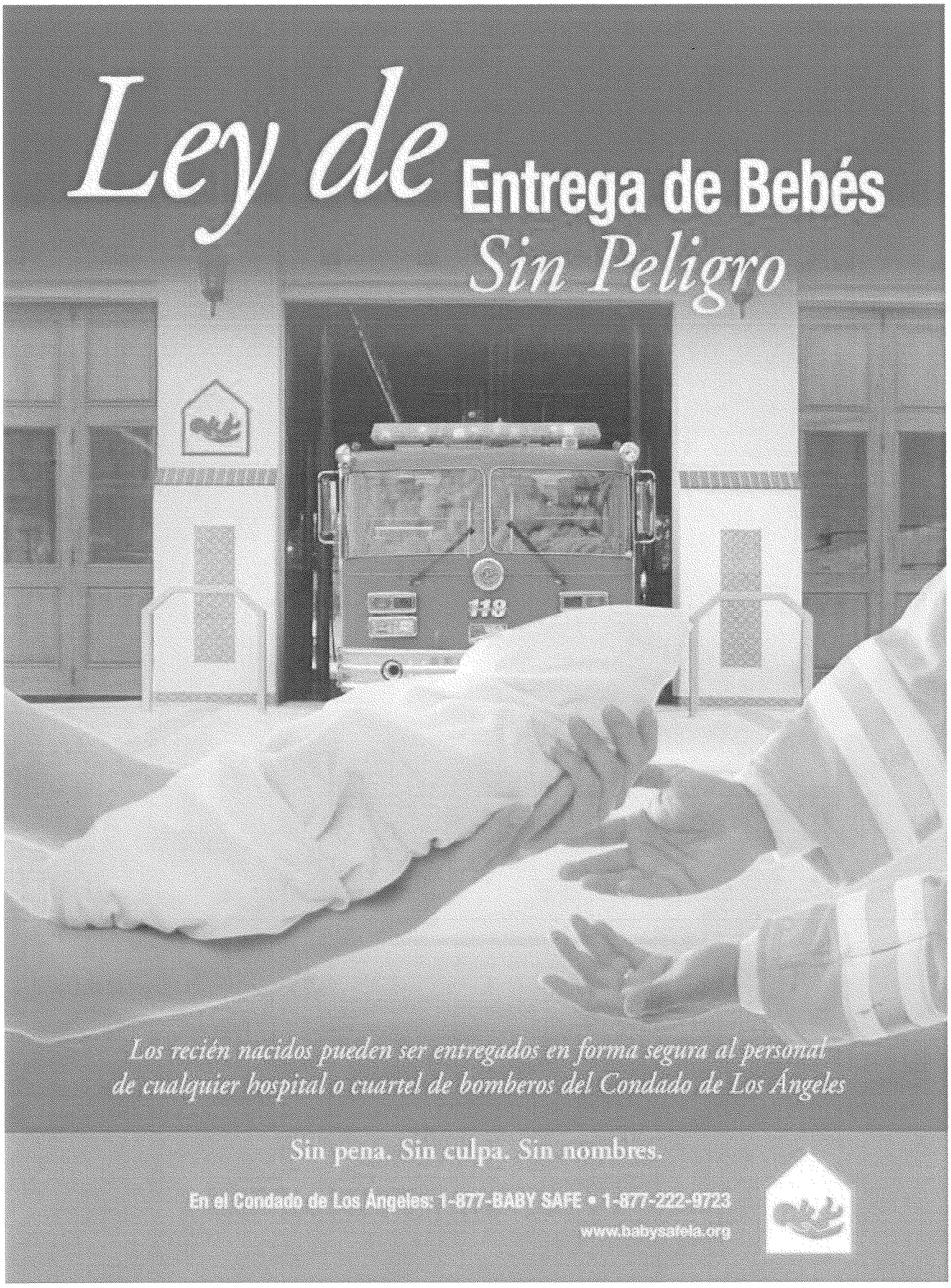
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

COUNTY AND CONTRACTOR ADMINISTRATION

AGREEMENT NO. _____

COUNTY ADMINISTRATION

SHERIFF PROJECT DIRECTOR:

Name: KAREN DALTON
Title: DIRECTOR
OFFENDER SERVICES BUREAU
Address: 450 BAUCHET STREET, ROOM E888
LOS ANGELES, CA 90012

Work Telephone: 213-893-5882 Cell Phone: _____
Facsimile: 323-415-6576 E-Mail Address: ksdalton@lasd.org

SHERIFF PROJECT MANAGER:

Name: RON GILBERT
Title: LIEUTENANT
BUSINESS MANAGEMENT UNIT
Address: 450 BAUCHET STREET, ROOM E888
LOS ANGELES, CA 90012

Work Telephone: 213-893-5878 Cell Phone: _____
Facsimile: 323-415-1915 E-Mail Address: regilber@lasd.org

PROBATION PROJECT DIRECTOR:

Name: JAMES T. JOHNSON
Title: DIRECTOR
MANAGEMENT SERVICES BUREAU
Address: 4549 TELEGRAPH ROAD
LOS ANGELES, CA 90022

Work Telephone: 323-226-8827 Cell Phone: _____
Facsimile: 323-221-2737 E-Mail Address: james.johnson@probation.lacounty.gov

PROBATION PROJECT MANAGER:

Name: ADRIANA LOPEZ
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MANAGEMENT SERVICES BUREAU
Address: 4549 TELEGRAPH ROAD
LOS ANGLES, CA 90022

Work Telephone: 323-260-2779 Cell Phone: _____
Facsimile: _____ E-Mail address: adriana.lopez@probation.lacounty.gov

CONTRACTOR ADMINISTRATION

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

CONTRACTOR PROJECT DIRECTOR:

Name: JOHN CHONG
Title: ACCOUNT MANAGER – WESTERN REGION
Address: 11859 WILSHIRE BLVD., SUITE 600
LOS ANGELES, CA 90025
Work Telephone: 310-954-5497 Cell Phone: 310-270-3553
Facsimile: 800-846-0363 E-Mail Address: john.chong@teampcs.com

CONTRACTOR PROJECT MANAGER:

Name: MICHAEL ANTHONY COTTEN, JR.
Title: PROJECT MANAGER
Address: 11859 WILSHIRE BLVD., SUITE 600
LOS ANGELES, CA 90025
Work Telephone: _____ Cell Phone: 951-760-5801
Facsimile: _____ E-Mail Address: michael.cotten@teampcs.com

CONTRACTOR SYSTEM ADMINISTRATORS – TWO

Name (1): _____
Title: _____
Address: _____
_____
Work Telephone: _____ Cell Phone: _____
Facsimile: _____ E-Mail Address: _____

Name (2): _____
Title: _____
Address: _____
_____
Work Telephone: _____ Cell Phone: _____
Facsimile: _____ E-Mail Address: _____

CONTRACTOR ADMINISTRATION

CONTRACTOR SENIOR MANAGEMENT STAFF (Contractor's executive management personnel to whom Contractor Project Director reports) – IN CASE OF EMERGENCY (REQUIRED ONLY UPON THE AGREEMENT AWARD)

Name: JOSEPH PEKAROVIC
Title: VICE PRESIDENT OF BUSINESS DEVELOPMENT
Address: 11859 WILSHIRE BLVD., SUITE 600
LOS ANGELES, CA 90025
Work Telephone: 310-954-3015 Cell Phone: 310-600-9448
Facsimile: _____ E-Mail Address: joe.pekarovic@teampcs.com

Name: BRENDA BELDEROL
Title: SALES DIRECTOR – WESTERN REGION
Address: 11859 WILSHIRE BLVD., SUITE 600
LOS ANGELES, CA 90025
Work Telephone: 310-954-5480 Cell Phone: 310-280-8861
Facsimile: 800-308-2893 E-Mail Address: brenda.belderol@teampcs.com

Add additional names and contact information as necessary.

Exhibit L

County's Request For Proposal No. 388-SH

Not attached. Will furnish upon request.

APPENDIX M

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)