

CONTRACT BETWEEN  
LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS,  
CORRECTIONS SERVICES (DEPARTMENT)  
AND  
MCI WorldCom Communications, Inc.

CONTRACT # 579851

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| 1) MAILING ADDRESS: Government Markets, 100 S 4 <sup>th</sup> Street, Suite 400 | 2) CITY, STATE, ZIP CODE: St. Louis, MO 63012 |
| 3) FEDERAL TAX I.D. # OR SOCIAL SECURITY #: 47-075-1768                         | 4) LICENSE OR CERTIFICATE NUMBER:             |

5) DESCRIPTION OF SERVICES TO BE PROVIDED: Include description of work to be performed, objectives and measures of performance which should be time bound, description of reports or other deliverables with dates for submission (if applicable). For consulting services, a resume' of key contract personnel and amount of effort each will provide under the terms of the contract should be attached.

**Purpose of Contract:**

To provide inmate telephone service for the Louisiana Department of Public Safety and Corrections, Corrections Services as required by the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, Addendum 01, 02, 03, 04, and the Contractor's Proposal dated May 14, 2001. In case of conflict, the Contract shall be adhered to first, then the Request for Proposal and its addenda, and lastly, the Contractor's Proposal.

**Contract Objectives:**

Provide the State with a prison inmate pay telephone service and prison inmate call control system that offers inmates (including the hearing impaired) reasonable access to telephone communication without overtaxing the institution's ability to properly maintain security and to avoid abuse of this privilege on the part of any inmate. Provide the State with a single statewide system, compatible across all adult and juvenile institutions, for prison pay telephone and call control services. Provide the State with a reliable and easy-to-use inmate call control system that shall aid in the security and orderly management of the institution and protect the public safety. Provide the State with a long-term, cost-effective, and state-of-the art system and services that shall meet the Department's changing needs and future changes in this technology.

**Measures of Performance:**

Performance will be measured by the Contractor's compliance with the requirements of the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, and Addendum 01, 02, 03, 04.

**Monitoring Plan:**

The monitoring of the Contractor's compliance will be done by Deputy Undersecretary and Information Technology Director. Additionally, the Department's Office of Information Services will validate monthly the call detail data provided by the Contractor as required in the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, Section 6.2.7.2.2 (Call Detail Data). Validation will insure that the gross billed revenue calculated from the call detail data is equal to the gross billed revenue amount used by the Contractor to determine the amount of the monthly commission check.

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| 6) BEGINNING DATE: February 1, 2002 | 7) ENDING DATE: January 31, 2007 |
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The Department has the option of renewing for two (2) additional twenty-four (24) month periods. The total contract period shall not exceed one hundred eight (108) months with the concurrence of the Contractor.

This contract is not effective until approved by the Director of the Office of State Purchasing. It is the responsibility of the Contractor to advise the Department in advance if contract funds or contract terms may be insufficient to complete contract objectives.

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| 8) MAXIMUM CONTRACT AMOUNT:<br>Per Section 4.0 (Pricing Specifications) of the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487 | 9) PAYMENT MADE ONLY UPON APPROVAL OF:<br>Per Section 6.2.6 (Compensation and Payment) of the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487 |
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**10) TERMS OF PAYMENT:**

All payments to the Department in accordance with Sections 8 and 9 above shall be mailed to:

CHIEF FISCAL OFFICER  
Louisiana Department of Public Safety & Corrections  
Corrections Services  
P. O. Box 94304  
Baton Rouge, LA 70804-9304

or such other place as shall be designated by written notice from the Department.

**11) SPECIAL PROVISIONS:**

The Contractor understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein and in Section 2 "Employee Rules" of the *Corrections Services Employee Manual* which is attached. "Contractor" shall be substituted for "Employee" throughout. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.

Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this contract without prior notice:

Warden's Policy

1. While on the institutional grounds, the Contractor will strictly adhere to all federal, state and local laws and institutional directives.
2. Any person may be barred from the institution or removed from the institution if it is in the best interest of the Department.

3. If requested to do so by the Warden, the Contractor must leave the institution grounds immediately.

## 12) STANDARD PROVISIONS:

Any alterations, variations, modifications, waivers of provisions or amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

No contract or written order or proceeds thereof may be assigned, sublet or transferred without prior written consent of the Commissioner of Administration for the State of Louisiana.

The Contractor agrees to abide by the requirements of the following as applicable: Americans with Disabilities Act of 1990, Title VI and VII of the Civil Rights Act of 1964 as amended by Equal Opportunity Act of 1972, La. R.S. 15:574.12, Confidentiality, Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, Federal Executive Order 11246 and the Federal Rehabilitation Act of 1973, as amended. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Should Contractor or any of its employees become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor or its employees must notify the appointing authority of the State agency for which he has become employed of any existing contract with the State of Louisiana. The Department reserves the right to cancel the contract should a conflict of interest or a violation of state law occur as a result of employment with the State.

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to the conditions and provisions that the Department may deem necessary. Such prior written approval, unless otherwise provided in this agreement, shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement. No provisions of this clause and no such approval by the Department of any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. No subcontract shall relieve the Contractor of responsibility for the performance under this contract.

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Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management and Corrections Services shall review the request and make a written recommendation to the Office of State Purchasing.

Contractor shall have no liability for delays, failure in performance, loss or damage due to earthquake, volcanic action, flood, lightning, the elements of war, civil or military disturbances, acts of God, or other causes beyond Contractor's control.


Contractor will not be liable for any special, incidental, indirect, punitive or consequential damages or for any loss of profit, revenue, software or data, or computer viruses regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if Contractor shall have been notified of the possibility of such potential loss or damage.


In the event of any claim under Section 6.3.1 (Indemnity and Liability Limitations/Exclusive Remedies) of the Request for Proposal for Prison Pay Telephone Service H-91876-YT Solicitation #2149487, Contractor agrees that it shall indemnify and hold harmless the Department against any claim, damages, judgments, or expenses resulting from a claim that any service, equipment, or other material provided by Contractor under its proposal and the contract documents infringes a U.S. copyright, U.S. patent, U.S. trademark, or other proprietary right recognized under U.S. law, or constitutes misuse of a trade secret or confidential information belonging to a third party and shall defend at its own expense any suit or proceeding brought against the Department alleging such infringement or misuse, provided that the Department shall promptly notify Contractor of any claims and shall cooperate with Contractor in the defense of any such claim. Contractor shall have the exclusive right to defend or settle any such claim, suit or proceeding and to collect all such damages, costs, fees, and other charges awarded from any such claim, suit or proceeding.

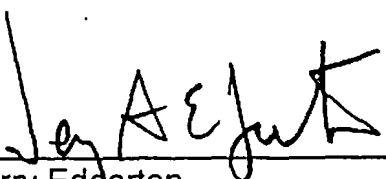
The State reserves the right to cancel with cause any contract entered into as a result of this bid document with thirty (30) days written notice.

Upon completion or termination of this contract all records, reports, worksheets or any other materials related to this contract shall become the property of the Department and shall, upon request, be returned at Contractor's expense to the Department. The Department shall retain ownership of all work product and documentation in whatever form.

This agreement contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In witness whereof, this agreement is signed and entered into on the date indicated below.

  
Richard L. Stalder, Secretary      2/19/02      Date  
La. Department of Public Safety  
and Corrections, Corrections Services

  
Witness

  
Jerry Edgerton      2/14/02      Date  
Senior Vice President  
Government Markets Division  
MCI WorldCom Communications, Inc.

  
Witness