

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Global Tel*Link**

This Agreement is made this First day of November, 2015, in the City and County of San Francisco, State of California, by and between: **GLOBAL TEL*LINK**, 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 hereinafter referred to as "Contractor" or "Party" and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the **San Francisco Sheriff's Department** ("Sheriff's Department" or "Party" and with Contractor, collectively the "Parties") wishes to contract for Inmate Telephone Services and additional technologies; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **December 16, 2014**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Department of Human Resource approved Contract number **PSC 38332-14/15** on **June 16, 2015**;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 1, 2015 to October 31, 2018 ("Term"). In addition the City shall have two (2) options to extend the term, for a period of one (1) year each, by mutual agreement in writing. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms ("Renewal Term"). The maximum Agreement period shall not be more than five (5) years.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in **Appendix A, "Services to be provided by Contractor,"** attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation.

a. Contractor shall pay the Sheriff's Department a one-time supplemental payment of Five Hundred Thousand Dollars (\$500,000.00) payable upon Agreement execution. In addition, Contractor shall pay the Sheriff's Department monthly amount the greater of either (1) Forty-Eight Thousand, Four Hundred Dollars (\$48,400.00); or (2) the sum of a commission rate of sixty-five percent (65%) calculated monthly on all Gross Revenue generated by and through the ITS including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones. Gross Revenue is defined in **Appendix B, "Calculation of Charges."** Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to the Agreement. Contractor's commission of zero percent (0%) shall be applied to all Interstate Gross Revenue.

b. The Sheriff's Department currently utilizes ITS commissions to recoup some but not all administrative and operational costs for its Facilities. Under this Agreement, the Sheriff's Department shall recoup from Vendor certain administrative and operational expenses incurred in providing inmate telephone services ("Cost Reimbursement Payment"). The current Cost Reimbursement Payment is estimated at \$1,200.00 per month and shall be due and payable as outlined in **Section 7 – Commission Payments; Reports.** Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or compensation in the Agreement, the Sheriff's Department reserves the right to increase the Cost Recovery Payment from Vendor to include all costs related to the provision of the ITS. The Sheriff's Department and Vendor will negotiate in good faith to adjust the calling rates, compensation and Cost Recovery Payment in the Agreement and make them in compliance with the calling rates implemented by the regulatory agency. In the event the Parties cannot reach a mutually beneficial agreement within sixty (60) days, either Party may terminate the Agreement without penalty. In the event the Agreement is terminated, Contractor shall follow **Appendix A, Section 1, B, 9 "Cooperation"**.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the

Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Commission Payments; Reports. The Contractor shall provide a monthly commission payment via wire transfer to the Sheriff's Department no later than the fifteenth (15th) day of the month following the month on which the payment is based. Each commission payment shall be accompanied by a traffic detail report, billing files, Call Detail Records ("CDRs") and a miscellaneous charges/fees report for that month. A detailed description of the required contents of the traffic detail report, billing files, CDR and miscellaneous charges/fees report is provided in Appendix A, Section 2, "Reports". The commission payment and required reports shall be delivered by Contractor to the Sheriff's Department at the address specified in the section entitled "Notices to the Parties," or to an agent as designated by the Sheriff's Department ("Designated Agent").

Late charges and/or fees for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges and/or fees for reporting shall be seven hundred fifty dollars (\$750.00) per month for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified in Appendix A, Section 2, "Reports." If the commission payment is late, reporting is late and/or the reports do not contain all required fields, late charges and/or fees for all three shall apply.

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Reserved. (Disallowance)

10. Taxes.

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not

created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees

of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to

A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN
CONNECTION WITH THIS AGREEMENT.

19. Reserved (Liquidated Damages)

20. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

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|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services

and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **SAN FRANCISCO SHERIFF'S DEPARTMENT**
ATTN: Kathy Gorwood, Chief Deputy
City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4676
kathy.gorwood@sfgov.org
Fax: 415-554-7050

To Contractor: **GLOBAL TEL*LINK**
ATTN: Mr. Jeffrey B. Haidinger, COO
12021 Sunset Hills Road
Suite 100
Reston, VA 20190
jhaidinger@gtl.net
FAX: 703-435-0980

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement, except that the Contractor shall have the right to assign this Agreement or any interest herein at any time to any parent, successor or subsidiary of the Contractor with the express written consent of the City

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right

to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will

consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Waived by CMD on 10/17/14. (Local Business Enterprise Utilization; Liquidated Damages)

34. Nondiscrimination; Penalties.

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly ‘Human Rights Commission’).

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative

Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. Reserved. (First Source Hiring Program)

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such

local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Reserved. (Supervision of Minors)

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Reserved. (Slavery Era Disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. PCI Requirements. Contractors providing services and products that collect, transmit or store cardholder data, are subject to the following requirements:

a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Council's list of PA-DSS approved and validated payment applications.

b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

c. For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

d. For items 63(a) to 63(c) above, Contractor shall provide a letter from its qualified security assessor (QSA) affirming its compliance and current PCI or PTS compliance certificate.

e. Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 days prior to its expiration.

f. **Bank Accounts.** Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Global Tel*Link (GTL)



Ross Mirkarimi
Sheriff
San Francisco Sheriff's Department

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:


Dennis J. Herrera
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:



Jana Clark
Deputy City Attorney



Mr. Jeffrey B. Haidinger
President and COO
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

City vendor number: **32285**

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Jail Clearance Policy

Appendix A
Services to be provided by Contractor

1. Description of Services

This Agreement is made by and between the Sheriff's Department and Contractor pursuant to RFP #SHF2015-01 and Bid Addendums #1 through #8.

Contractor agrees to perform the following services:

A. Scope

- 1) Provide, install and maintain a turn-key (complete system ready for immediate use) inmate, visitation and public payphone telephone system at the Sheriff's Department Facilities listed in **Appendix A, Section 1, A, "Scope"**. Contractor shall provide telephone services to the inmates utilizing an inmate telephone system ("ITS") in accordance with the requirements and provisions set forth in this Agreement.
- 2) Work with Sheriff's Department's Designated Agent in the management of the day-to-day operations of the inmate telephone Contractor; which includes monthly operational meetings and conference calls. The Contractor shall accept the Sheriff's Department's direction in working with its Designated Agent.
- 3) Facilities Serviced: Contractor understands that jail number designations may change and that there is no guaranteed number of inmates in custody at any time.

County Jail #1	County Jail #2	County Jails #5
425 7 th Street	425 7 th Street	1 Moreland Drive
San Francisco, CA 94103	San Francisco, CA 94103	San Bruno, CA 94066
County Jail #3 (Currently Empty)	County Jail #4	County Jail #6 (Currently Empty)
850 Bryant Street	850 Bryant Street	1 Moreland Drive
6 th Floor	7 th Floor	
San Francisco, CA 94103	San Francisco, CA 94103	San Bruno, CA 94066

Table 1-Facilities Information and Requirements

	<u>CJ #1</u>	<u>CJ #2</u>	<u>CJ#3</u>	<u>CJ #4</u>	<u>CJ #5</u>	<u>CJ #6</u>
Availability for Inmate Telephone Use:	24/7	24/7	24/7	24/7	24/7	24/7
Phone Call Time Limit:	15 Minutes					
REQUIREMENTS						
Inmate Telephones Required:	20	74	59	59	64	48
Visitation Telephones Required:	4	10	46	64	76	0
Portable/Cart Phones Required:	1	1	1	1	1	1
Telephone Devices for the Deaf (TDD) Units Required:	1	1	1	1	1	0
Coin Pay Telephones Required:	0	1	2	1	2	0

B. General System Components:

1) Components:

- a. The Sheriff's Department requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free calls and recording of phone visitation sessions. Contractor shall install and operate inmate and visitation telephones, and related equipment. Contractor shall, without cost to the Sheriff's Department, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls as well as visitation sessions from the Facilities listed in **Appendix A, Section 1, A, "Scope"**.

2) Lines:

- a. Contractor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.8% of the time. The Sheriff's Department reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to the Sheriff's Department.
- b. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control.
- c. Contractor shall provide test-lines for ITS and visitation checks as required by the Sheriff's Department.
- d. Additional technology to be implemented, such as the pilot Video Visitation Solution ("VVS") outlined in **Appendix A, Section B, 16, "Video Visitation Service"** of this Agreement, shall require wiring to be provided by Contractor at no cost to the Sheriff's Department.

3) Existing Infrastructure:

The Contractor may, with the permission of the Sheriff's Department and at its own risk, utilize conduit and wire or other components currently in place at the Facilities.

4) Debit Application:

- a. The debit application shall work with the ITS.
- b. Contractor shall provide a fully integrated, electronic debit calling process through the Sheriff's Department Commissary Provider ("CP") for the ease of transferring money from the inmate's trust fund account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. Inmates shall be allowed to purchase debit in \$10.00 increments. The debit funds shall post in the ITS within 24 hours of purchase by the inmate.
- c. The debit application shall allow for pre-payment to a specific telephone number or an inmate's account.
 - i. Inmate friends and family shall be capable of depositing funds into an inmate's trust account through lobby kiosk at County Jail #1 and County Jail #5.
 - ii. Contractor shall be capable of accommodating the deposit methods approved by the Sheriff's Department.
- d. Contractor's ITS shall have full integration with the CP at the Sheriff's Department facilities to implement the required electronic debit calling integration for ease of inmate debit fund transfers from their fund accounts. The Sheriff's Department shall not be responsible for paying any amounts associated with the required interfaces.
- e. Contractor's debit application shall have the capability to terminate the debit account and issue a real-time of the remaining balance to the inmate through the CP's Inmate Trust Fund Accounting System. Funds not returned for whatever reason shall be accounted for via the accounting process. A refund will only be made if requested by the Sheriff's Department or CP to ensure requests are legitimate. Inmate requests for refunds shall be denied by the Contractor.
- f. The Sheriff's Department shall be able to access ITS at any time via a web application to view debit records, inclusive of the inmate's debit balance, as required.
- g. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- h. The debit application shall allow international calls.
- i. Contractor shall supply, at the Sheriff's Department request, signage, brochures, flyers regarding the ITS and/or Contractor's pre-paid and debit programs at no cost to the Sheriff's Department.

5) Monitoring and Recording:

- a. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are

restrictions that prohibit the recording and monitoring of certain calls and visitation sessions. The ITS must provide an automated message to advise the participants that the visitation session may be monitored and recorded. The automated message shall be provided in English, Spanish, Cantonese or any other language specified by the Sheriff's Department. All inmate-attorney calls (or Public Defender) are not and shall not be recorded. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application. The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.

- b. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- c. The ITS shall be configured by default to record visitation sessions. If there is a specific request by the Sheriff's Department or authorities not to monitor a particular visitation session, the request is submitted to the Sheriff's Department, and upon its sole authorization, monitoring may be disabled. Contractor shall accept the Sheriff's Department's direction relative to these instances. Recording of visitation sessions shall be completed as authorized by the Sheriff's Department. Contractor shall provide a monthly report documenting the visitation recording settings. The ITS shall have the capability of allowing the Sheriff's Department to activate/deactivate the recording feature for the visitation stations without the involvement of Contractor.
 - i. Contractor shall pay the Sheriff's Department liquidated damages in the amount of \$300.00 per each instance wherein visitation sessions are recorded without the authorization of the Sheriff's Department or direction from the Sheriff's Department regarding the settings for monitoring/recording the visitation sessions was not followed.
- d. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- e. Live monitoring shall allow the Sheriff's Department to view, at a minimum, the following information in chronological order.
 - i. Call Start Time;
 - ii. Facility;
 - iii. Phone Location Name;
 - iv. Inmate Name;
 - v. Inmate ID
 - vi. Inmate Personal Identification Number ("PIN");
 - vii. Called Number;
 - viii. Called City, State;
 - ix. Call Type;
 - x. Bill Type;
 - xi. Call Status; and
 - xii. Duration.

- f. All Call Detail Records ("CDRs") including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.
- g. All call recordings and approved recordings of visitation sessions shall be stored online for a minimum period of 1 year and offline indefinitely following the expiration or termination of the Agreement and any Amendments.
- h. The Sheriff's Department agrees that Contractor has no responsibility to advise it with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by the Sheriff's Department, or compliance therewith. The Sheriff's Department has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, the Sheriff's Department any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- i. The Sheriff's Department further acknowledges that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to it are the exclusive property of the Sheriff's Department for the term of this Agreement and any resulting extensions of this Agreement.
- j. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the Sheriff's Department throughout the life of the Agreement and any renewal terms. Storage media shall be delivered to the Sheriff's Department via request to the Contractor On-Site Administrator.
 - i. Contractor shall pay the Sheriff's Department liquidated damages in the amount of \$300.00 per each instance wherein the Sheriff's Department suffers one or more lost, unrecoverable or un-useable recording(s). The Sheriff's Department agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from the Sheriff's Department. The Sheriff's Department will invoice Contractor and payment shall be due within 30 days of Contractor's receipt of invoice.
- k. The Sheriff's Department does not require workstations under this Agreement aside from that for the Contractor-provided site administrator. Access to the ITS shall be completely web-based and shall provide real-time, anywhere, anytime access (including on mobile devices, tablets, etc.) to the ITS user application no cost to the Sheriff's Department.
- l. For the term of the Agreement, the Sheriff's Department shall have access to all CDRs from all remote access computers/devices, based on the user's access level.

- m. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
- n. The ITS shall be capable of sending alerts to telephone numbers (including cellular phones), email addresses, pagers, SMS text, or to PCs.
- o. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- p. Contractor shall provide, at no cost to and upon request by the Sheriff's Department, personnel or resources to testify in court regarding the process utilized by the ITS to copy/export recordings and CDRs while maintaining authenticity of the recording and CDR.
- q. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- r. Contractor shall provide its Call Analyzer software at no cost to the Sheriff's Department allowing for additional analysis of the call and visitation recordings.

6) Intake Phones:

- a. ITS shall allow free, local telephone calls from a specific group of inmate telephones or a specific Facilities.
 - i. Contractor's telephones installed in the Intake & Release Center on the first floor of County Jail #1, shall allow inmates to make telephone calls to locations within the local calling area free of charge and on a collect only basis if the call is to a location outside of the local calling area.
 - ii. Contractor will provide signage displaying the list of free local calling area codes upon request by the Sheriff's Department.
 - iii. Contractor shall accept direction from the Sheriff's Department on whether calls from these telephones shall be recorded.
- b. Contractor shall provide modular units for the occurrence of mass arrests. Portable phones shall be custom mounted on metal four wheel dollies for easy and stable transport and stable end-use. Contractor shall:
 - i. Provide units with poly-urethane, non-marring, ball-bearing, smooth running, lockable wheels.
 - ii. Provide with push-cart handle and location to secure the unit to a fixed item. Provide plug-in extension length as required. Unit platform shall be aluminum or finished metal.
 - iii. Provide phone outlets at predetermined locations for interconnect to ITS system.
 - iv. Provide the quantity of portable phones required by the Sheriff's Department as outlined in **Appendix A, Section, 1, A, Table 1, "Facilities Information and Requirements."**
- c. In case of ITS system failure, the ITS shall provide an easily switchable bypass to remove the intake phone system from the ITS system and to

access outside lines directly upon failure of the ITS system. Such workaround may be provided as follows: cutoff switching at an agreed upon location from the ITS system with a "land-line" cut-in interface for standard phone service. This is to meet legal requirements to provide phone calls within the first 2-hours of custody. Further, Contractor shall provide the Sheriff's Department with a tertiary backup solution utilizing a cellular telephone network which does not rely on a standard telco circuit. The tertiary method will allow the inmates to place calls through hand-held devices which shall be approved by the Sheriff's Department.

- d. Contractor shall provide hands-free suicide resistant telephones at specific locations as required by the Sheriff's Department.

7) Informant Line:

Contractor shall be able to establish an informant line, to allow anonymous submission of information, at no cost to the Sheriff's Department. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the Sheriff's Department. Contractor shall accept the Sheriff's Department direction for how the informant line is configured through the ITS.

8) Pay Phones:

Contractor shall furnish, install and maintain public pay telephones in the locations specified by the Sheriff's Department for use by the general public; the required quantity of pay telephones is detailed in **Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements"**. The public telephones shall be furnished, installed and maintained by Contractor at no cost to the Sheriff's Department. All commissions and reporting due to the Sheriff's Department for the public telephones installed by Contractor shall follow **Appendix A, Section 2, "Reports"**. The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the ITS. Gross Revenue shall include all local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, credit card and coin revenue, less monthly Local Exchange Carrier ("LEC") line charges. The commission rate on Interstate Gross Revenue shall be 0%. The commission rate for all other Gross Revenue shall be 65%.

9) Cooperation:

- a. For the initial installation, Contractor will work with its Designated Agent, the Sheriff's Department's Bureau of Building Services ("SBBS"), ITSS, Facilities staff and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the Sheriff's Department.
- b. Contractor shall cooperate fully and in a timely fashion to provide reports, summaries, reconciliation support, adjustments to system parameters as required for a seamless transition. Upon request by the Sheriff's Department, Contractor shall attend meetings and provide access to decision making personnel at any/all times.
- c. Upon expiration, termination, or cancellation of the Agreement, Contractor

shall accept the direction of the Sheriff's Department and shall work with its Designated Agent, the Sheriff's Department SBBS, ITSS, Facilities staff and the new inmate telephone service provider to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:

- i. Contractor acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of the Sheriff's Department. The Sheriff's Department acknowledges the ITS hardware and software are the property of Contractor.
- ii. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be provided to the Sheriff's Department by Contractor on a storage medium and in a user-friendly, searchable and electronic format at no cost to the Sheriff's Department within 15 days following the expiration and/or cancellation of the Agreement. Contractor shall accept the Sheriff's Department's reasonable decision whether the solution provided is acceptable.
- iii. Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Sheriff's Department. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Contractor to the Sheriff's Department at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.
- d. Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS and any additional technologies provided by Contractor during the Agreement term.

10) Installation:

- a. Contractor shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- b. Contractor's ITS shall not be configured to reside on or use the Sheriff's Department network.
- c. Contractor agrees to obtain the Sheriff's Department written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- d. Contractor shall install the telephones, pedestals, enclosures and ITS

- equipment and software in accordance with the manufacturer's specifications.
- e. All telephone equipment provided shall be fully operational at the time of the initial installation.
 - f. The telephone sets shall be suitable for a correctional environment, as reviewed and approved by the Sheriff's Department. At a minimum telephone sets shall be, stainless steel, sturdy, non-coin, and vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."** Placards containing dialing instructions in English, Spanish and Cantonese shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts. Proposed telephone sets must:
 - i. Use Security Torx screws (tamper resistant with a 6-point star-shaped screw head) as the installation standard. Caulking must be pick resistant. Anchors must be heavy duty. Installation must be concealed.
 - ii. Use maximum security installation to prevent the concealment and passage of contraband.
 - iii. Use Suicide resistant components (products made specifically to reduce the incident of suicide) in holding cells, sobering cells or as directed by the Sheriff's Department and/or the State Authority having jurisdiction - the Board of State and Community Corrections. Sobering cells are to have telephones that are hands free and flush to the wall. All inmate jail telephones in high risk areas are to have cords no longer than 8 inches.
 - g. Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon the Sheriff's Department request and at no cost in three languages: English, Spanish and Cantonese.
 - h. At no cost to the Sheriff's Department Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. The ITS shall have the capacity to expand for the accommodation of any additional phones as requested by the Sheriff's Department and at no cost. This includes newly constructed or expanded Facilities.
 - i. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
 - ii. Should Contractor incur liquidated damages, the Sheriff's Department will invoice Contractor. Payment of the invoice shall be made to the Sheriff's Department within 30 days of Contractor's

receipt of the invoice.

- i. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection on all equipment used for the ITS.
- j. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
 - i. Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- k. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Sheriff's Department.
- l. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed.
- m. Contractor shall correct any damage to the Sheriff's Department property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- n. Contractor shall install, repair and maintain all Contractor-provided equipment and lines, including but not limited to, any wiring or cable work required throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- o. Upon completion of the initial installation and any ongoing installations, Contractor shall provide the Sheriff's Department with a list of telephone numbers, equipment specifications and locations of each device/unit.
- p. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- q. Contractor shall install/mount its equipment in accordance with the Sheriff's Department requirements.
- r. Installation shall be completed within a schedule that meets the operational needs of the Sheriff's Department, including scheduling installation activities as times that require that least use of overtime for the Sheriff's Department.

11) Existing Conditions:

- a. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes the Sheriff's Department property upon termination and/or expiration of the Agreement.
- b. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries

Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Sheriff's Department maintenance personnel.

- c. Contractor planning and space usage shall take into account the existing conditions and limited spaces for equipment.
- d. The Contractor shall inform the Sheriff's Department of any plan to alter existing infrastructure. All alterations to the existing structure will require planning and approval by the Sheriff's Department. Planning and approval by the Sheriff's Department shall precede work within the confines of the older structures of County Jails #1, #2, #3 and #4, located at 425 7th Street and at 850 Bryant St., where asbestos containing material is known to exist and elsewhere as appropriate. Routing shall take into consideration such hazards.
- e. HAZMAT: Existing hazardous material reports will be disclosed and the Sheriff's Department shall be responsible to abate Contractors pre-approved proposed work. Contractor operations shall take into account reasonable time to complete abatement work. Upon finding potentially hazardous material, work shall be suspended. Work will resume only after a resolution has been reviewed and approved by the Sheriff's Department.
- f. Contractor is responsible for all other non-hazardous material work coordination. This may include but not limited to UDS (subsurface/underground detection i.e. Ferro scan, x-ray, tracing etc.), and pathway planning and installation including coring, structural /non/structural repairs or patching as approved by licensed professionals and/or the Sheriff's Department as applicable.

12) Transition/Operation:

- a. Initial installations of the ITS must be completed within 60 days of the effective date of the Agreement. Initial installations surrounding a VVS pilot shall be completed within 180 days upon completion of the initial installations and at a Facilities designated by the Sheriff's Department.
 - i. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
 - ii. Should Contractor incur liquidated damages, the Sheriff's Department will invoice Contractor. Payment of the invoice shall be made to the Sheriff's Department within 30 days of Contractor's receipt of the invoice.
- b. Contractor shall provide documentation and progress reports. Within seven (7) days of Agreement execution, Contractor shall establish a transition work group and shall begin convening within Weekly Meetings. The transition work group is comprised of the Sheriff's Department's Designated Agent, SBBS, ITSS, Facilities staff, and compliance monitor. Contractor shall provide detailed agendas and

- summary meeting minutes and establish schedules/timelines, milestones, equipment lists, progress reports and responsibility assignments.
- c. Contractor shall have a 30 day debugging/fine-tuning period upon completion of the 60 day initial installation period. Following the 30 day debugging period, and upon final review and approval by the Sheriff's Department, full commencement of the system will begin.
- d. Transitional down time shall be as approved in the joint transition team meetings, but in no case shall any portion of the ITS system lose its intended usage capability for more than one day. There shall be no loss of service for intake telephones at County Jail#1.

13) Automated Visitation Scheduling:

- a. Contractor shall provide the Sheriff's Department with its Renovo Software to manage the scheduling of visits for its Facilities at no cost.
 - i. If a renewal of the Renovo Software is required prior to the execution of this Agreement, the Contractor will reimburse the Sheriff's Department in the amount of \$25,000.00 for the cost of its Renovo Software to manage the scheduling of visits for its Facilities.
 - ii. The Sheriff's Department will invoice the cost of the Renovo Software to the Contractor.
 - iii. The Contractor will remit payment to the Sheriff's Department within 30-Days of receiving the invoice.
- b. Contractor's visitation scheduling solution shall be inclusive of the following minimum requirements. The visitation scheduling solution shall:
 - i. Be a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
 - ii. Interface with the Sheriff's Department JMS. The Sheriff's Department shall not be responsible for paying any amount associated with the required interface.
 - iii. Require visitors to complete a registration process prior to scheduling a visit with an inmate at the Facilities.
 - 1. The registration process shall capture, at a minimum, the visitor's name, address, date of birth, email address, telephone number and identification such as a driver's license number. Contractor's system shall provide the visitor with a password with the capability to reset the password at any time.
 - iv. Have the capability to allow visitors to schedule visits for a particular inmate, date and time.
 - 1. The visitor shall receive a confirmation email or text message once the visit has been scheduled.
 - 2. The visitor must be required to accept the visitation terms and conditions set forth by the Sheriff's Department with each scheduled visit.

- v. Have the capability to schedule a “no visitations” event with customizable durations for an inmate, station, station group, and/or housing unit.
- vi. Be capable of restricting a visitor from visiting a certain inmate or all inmates at the Facilities.
- vii. Allow the option for the Sheriff’s Department to manually schedule visits on behalf of visitors.
- viii. Provide a daily report listing all scheduled visits for that day.
- ix. Cancel the scheduled visit and send a notification to the visitor in the event of inmate movements from one Facility to another or upon release. The notification shall be in the form of an email or text message.
- x. Allow for smart phone scheduling. If the visitation scheduling solutions does not currently have this capability, Contractor shall provide information on its research and development progress.

14) Commissary Ordering Service:

Contractor shall provide the Sheriff’s Department with its commissary ordering via a speed dial through the ITS at no cost.

15) Automated Information Technology:

- a. Contractor shall provide automated information technology inclusive of a telephone tree format at no cost to the Sheriff’s Department. The automated information technology shall be capable of providing general information, pertaining to an inmate’s status within the Facilities and such information shall be accessible by both the inmate and friends and family members. The information shall include, but not be limited to the following:
 - i. Inmate last name;
 - ii. Inmate first name;
 - iii. Inmate middle name;
 - iv. Inmate ID or booking number;
 - v. Inmate date of birth;
 - vi. Inmate gender;
 - vii. Charge statue number;
 - viii. Description of charges;
 - ix. Projected release date;
 - x. Inmate location;
 - xi. Court appearance date and time;
 - xii. Court and court contact information;
 - xiii. Bond type;
 - xiv. Bond amount;
 - xv. Bail amount;
 - xvi. Charge status;
 - xvii. Holds from other agencies; and
 - xviii. Inmate type (e.g. Federal, regular, transfer etc.).
- b. The automated information technology shall interface with JMS at no cost

to the Sheriff's Department.

16) Video Visitation Service:

- a. The Sheriff's Department is interested in implementing a VVS pilot and Contractor shall meet each of the following VVS requirements. Should the Sheriff's Department proceed with full implementation of VVS, the Sheriff's Department and the Contractor will negotiate and amend the existing Agreement.
 - i. Provide a fully integrated, automated scheduling software to manage all video visitations.
 - ii. Allow free onsite video visitation sessions and remote video visitation sessions at an agreed-upon rate. Contractor shall not exceed a rate of \$12.00 per completed remote visit.
 - iii. Limit the length of each video visitation session to a configurable duration. The Sheriff's Department requires that each regular video visitation session is 15 minutes in duration and a professional video visitation session is 30 minutes. Regular video visitation is defined as a session between inmate and family/friends and professional video visitation is defined as a session between inmate and legal counsel.
 - iv. Designate professional visitors, such as legal counsel, to ensure the video visitation sessions are not recorded; provide full monitoring and recording for all other video visitation sessions and store video visitation recordings online for a period of 90 days. Contractor will provide training to SFSD (at no cost) to access and interpret stored video visitation recordings.
 - v. Provide durable, vandal-free video visitation stations with the capability to offer VVS and other applications approved by the Sheriff's Department.
 - vi. Provide VVS with prompts in English, Spanish and Cantonese.
 - vii. Provide power over Ethernet ("POE") and complete all wiring and installation work required to implement VVS.
 - viii. Provide ongoing support and maintenance for all VVS hardware and software, including all repairs and replacements for the life of the Agreement.
 - ix. Accommodate a ratio of 1 inmate video visitation station for every 45-50 inmates.
 - x. Install 2 onsite visitor video visitation stations per Facility.
 - xi. Install a monitoring station with the capability for Sheriff's Department staff to view real-time video visitation session activity. The Sheriff's Department prefers a 60" screen size with the capability to view 12-16 simultaneous video visitation stations in a thumbnail format on the monitoring screen.
 - xii. Web-based user application allowing the Sheriff's Department to access video visitation activity for a particular inmate, visitor, or visitation station(s).
 - xiii. Allow authorized users download/copy recorded files and/or view

- recordings from within the user application VVS application.
- xiv. Capability to conference video visitation sessions for professional visits connecting the inmate, an attorney and the courtroom.

C. Contractor Operating Requirements

1) Contractor's Operations:

Rules and Regulations: Employees and agents will comply with all the Sheriff's Department rules and regulations concerning conduct on Facility property and contact with inmates. At the Contractor's expense, all Contractor employees will be subject to a background check and fingerprinting by the Sheriff's Department. If the background check indicates a reason the employee is not suitable for admission to the Facilities, the Contractor will be notified, and Facility access will be denied. Contractor employees should have a Contractor picture identification badge for admission to the Jails.

- a. **Laws:** Contractor must be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider, and shall comply with all applicable laws, rules, regulations and orders. The ITS Contractor shall comply with all State, County or Municipal Government and Federal Government and/or Utility Commissions rules & regulations, and shall pay all fees.
- b. **Codes:** Follow all building codes as applicable for the installations. It shall be the responsibility of the Contractor for all permits and fees associated with the costs of any installation.

2) Drug Free Workplace:

The Contractor must ensure that a "Drug Free Workplace" policy is maintained with its workforce.

3) Subcontracting:

Contractor is prohibited from subcontracting this Agreement or any part of it unless subcontracting is first approved by the Sheriff's Department in writing. Neither party shall, on the basis of this Agreement, agreement on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void and shall be subject to all conditions that are applicable to the prime Contractor." Contractor must follow all City contracting rules regarding subcontracting.

4) Phone company services:

The ITS Contractor shall be solely responsible to coordinate, communicate with, acquire and install any needed service item from any communication utility or entity.

5) Field Representative/Full-Time On-Site Administrator

- a. At no cost to the Sheriff's Department and with the initial installation, Contractor shall be responsible for employing a Contractor-provided site administrator. The on-site administrator shall have

professional communications, troubleshooting and reporting skill sets for interaction with Sheriff's Department management and inmates. Such person shall be named, background checked and be actively involved during the initial installation. Contractor is responsible for ensuring the on-site administrator is on-site from 8:00 am - 5:00 pm (PST), Monday – Friday, totaling 40 hours a week during the entire life of the Agreement, including the initial installation and has a fully configured workstation, email account and access to Microsoft Office (or equivalent) to perform, at a minimum, the duties and responsibilities listed below:

- i. Maintain all databases associated with the ITS and VVS;
 - ii. Enter all PINs, PANs (Personal Allowed Numbers), blocked numbers and any other new inmate calling information in the ITS including Pro-Per inmates designated by the courts to advocate on their own behalf, rather than being represented by a lawyer;
 - iii. Research and respond to inmate requests; when requested by the Sheriff's Department, responses back to the inmates shall be in person; a monthly report of all inmate responses and action taken shall be provided to the Sheriff's Department.
 - iv. Receive and resolve all administrative requests, comments and questions;
 - v. On a weekly basis, perform preventative maintenance by reviewing the functionality of the ITS and VVS and performing a full walk-through of the Facilities documenting that each telephone has been inspected;
 - vi. Upon the Sheriff's Department request, provide the necessary documentation and assistance for investigations;
 - vii. Upon the Sheriff's Department request, provide monthly activity and maintenance reports for collect, pre-paid and/or debit calls and video visitation sessions;
 - viii. Provide a monthly report showing any recording setting changes for each of the visitation telephone stations;
 - ix. Provide a weekly report, which at a minimum shall include a list of all requests, service tickets and issues and the status of each; and
 - x. Any additional ITS and VVS related activities specified by the Sheriff's Department.
- b. If the on-site administrator position is vacated and not filled by Contractor within 15 days, Contractor shall pay the Sheriff's Department \$2,000.00 for every 15 day period thereafter that the position remains vacant.

6) Prior Notice:

Contractor agrees to give the Sheriff's Department 14 days prior notice if Contractor intends to change the Sheriff's Department's account representative. Changes of account representative shall be subject to the Sheriff's Department approval, provided that said change is due to circumstances within Contractor's control. Contractor agrees to change account representative upon request by the Sheriff's Department for stated just cause.

7) Maintenance and Repair:

- a. Contractor shall respond to repair requests from the Sheriff's Department by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- b. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 30 minutes and not to exceed 3 hours following notification of a service request or ITS failure. Contractor must exhibit to the Sheriff's Department a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
- c. Contractor shall pay the Sheriff's Department liquidated damages in the amount of \$300.00 per each instance wherein the Sheriff's Department suffers un-usable equipment. The Sheriff's Department shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify the Sheriff's Department any time additional technicians or a technician other than the on-site administrator will be dispatched to the Facilities and prior to the technician's arrival.
- d. The Sheriff's Department may cancel the Agreement with Contractor if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the Sheriff's Department.
- e. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Contractor will assume liability for any and all such damages.
- f. All operation, maintenance and repair issues regarding the ITS service shall be reported by Contractor to the Sheriff's Department and its Designated Agent promptly.

8) Remote Diagnostics:

Contractor shall ensure continuous diagnostics and supervision for call and visitation processing and call and visitation recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Contractor shall provide detailed information on the frequency Contractor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.

9) Materials:

- a. The Sheriff's Department requires the following equipment be

provided at all times for the full-time on-site administrator:

- i. ITS components rated for the correctional environment, must perform as intended in the jail environment.
- ii. In-stock and over-the-counter parts and systems should be used for standard usage and repairs. Spare parts may be stored on-site, within a secure and mutually agreed upon location. Contractor will provide the following cabinet and locking keys at two locations; one cabinet at San Bruno facility, and one at a San Francisco facility.
 - Strong-Hold® cabinet, with locking doors
 - Standard, floor standing
 - 4-ft. wide X 2-ft. deep x 5-ft tall.

10) Software:

- a. All information regarding blocked phone numbers, and any additional information regarding the use and usage of the ITS must be included in the software design.
- b. Contractor will perform an annual evaluation comparing the current implemented software against industry standards. Contractor will document and present all findings. As potential upgrades to software become available, Contractor shall represent and warrant that the Sheriff's Department shall be awarded the right to use or refuse the upgrade. Any approved upgrade to the ITS, and any accompanying hardware, will be at no cost to the Sheriff's Department, and will be authorized by notification in writing. ITS Contractor shall maintain upgrades to all programs, firmware, etc. for the most stable balance between "state of the art" and proven systems. Contractor shall archive any previously used version and any restoration products in the event a need arises to access them.
- c. Contractor shall warrant and keep current all licenses required by law throughout the term of the Agreement, including amended extension periods.
- d. Any upgrades or routine system diagnostic monitoring and back-up shall be accomplished with minimum system operation interruptions, shall be performed at low usage periods, and at no cost to the Sheriff's Department.

11) Facility Security:

- a. All installation, service, maintenance and repair of Contractor telephones shall be performed in strict compliance with San Francisco Sheriff's Department Jail Clearance Policy attached herewith as **Appendix C, "Jail Clearance Policy"**.
- b. Operating Environment: Contractor will be working within a public correctional environment. The authority of the Sheriff's Department shall be followed at all times. All material placement, practices, installations, troubleshooting, investigations and solutions shall be conducted in a

behavior mindful of the environment. If any Contractor employee is found to be in violation of the expected conduct code, provided to the awarded Contractor during the Sheriff's Department's Contractor Orientation, then the Sheriff's Department will issue a formal communication to the Agreement that immediate action must be taken to remove the offender. The Sheriff's Department has the right to remove jail access clearance of any individual. Contractor is solely responsible to provide qualified alternates for positions that are vacate.

- c. The Sheriff's Department security requirements shall apply to all maintenance series, including but not limited the provision of cut-off switches for ITS at mutually agreed upon locations. All lines shall have individual cutoff switch banks and a group switch remotely operated by the Sheriff's Department at designated control stations. A demarcation line will be established. Such remote switches shall have programmable automatic operation as requested by the Sheriff's Department. The Sheriff's Department is to approve this system before integration into the overall ITS. Contractor shall provide labels designating phone locations.

D. Inmate Telephone Service Specifications and Operations

1) General ITS:

- a. All telephone sets must be amplified or volume controlled for the hearing impaired.
- b. Notification and Messaging: English, Spanish and Cantonese shall be available for all messaging and notifications.
 - i. Contractor must accurately translate any legal information, as required.
 - ii. Signage shall include brief dos and don'ts.
 - iii. Provide all signs and written instructions in durable, heavy-duty, laminated covers. All language shall be as agreed upon with the Sheriff's Department.
 - iv. Signs in clear, simple language in English, Spanish and Cantonese shall be posted in each housing unit, holding location and ITS phone location. Signs must be placed in a securely fastened, permanent manner, under 3/8" polycarbonate (Lexan®) sheeting and in a location to prevent inmate tampering. It shall be the Contractor's responsibility to update and post all signage. All signage should be intended to be at a readable distance to minimize the time inmates need to learn to use the system.
 - v. Contractor shall have all voice prompts and messages professionally reviewed and certified. All phone button prompts must be clearly identified.

2) ITS and User Application Specifications/Software:

- a. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording

- of visitation sessions.
- b. The ITS shall be capable of providing integrated voice biometrics upon request for implementation by the Sheriff's Department in addition to other optional technologies listed below. When implemented, the ITS shall provide verification and identification of inmates real-time in addition to the other optional technologies at no cost:
 - i. GTL Voice IQ
 - ii. GTL Data IQ
 - iii. Keyword Search
 - iv. Unlimited BNA Reverse Number Lookup
 - v. GTL Called Party IQ
 - vi. GTL Location IQ
 - vii. GTL Phone IQ
 - c. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
 - d. Contractor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by the Sheriff's Department as outlined in **Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."**
 - i. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
 - e. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc.
 - f. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
 - g. With each call/visit, the ITS must provide an automated message to advise the called party that:
 - i. That the call is coming from a correctional facility;
 - ii. The call is coming from a specific inmate; and
 - iii. The call/visit may be monitored and recorded.
 - iv. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
 - h. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
 - i. The inmate may record a name each time a call is placed. The Sheriff's Department requires no more than 2 seconds be allowed

for the inmate to record a name; this setting shall be configurable in the ITS.

- ii. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The Sheriff's Department requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- i. The ITS shall process calls on a selective bilingual basis: English, Spanish and Cantonese. The inmate must be able to select the preferred language at the time the call is initiated.
- j. Contractor shall subscribe to the LEC Line Information Data Base ("LIDB"). Contractor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Contractor must assume all responsibility for the cost and accuracy of validation.
- k. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. The Sheriff's Department reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to the Sheriff's Department and within 30 days of the request. Contractor shall provide a monthly report documenting the number of calls which were terminated by the ITS and the called party's telephone number is associated with a wireless telephone.
- l. The ITS shall be capable of only accepting the number of digits required to complete a call in the event of an automated phone tree. Contractor shall accept the direction of the Sheriff's Department relative to the number of digits accepted.
- m. Following the dialing sequence, Contractor shall configure the ITS to allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
- n. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- o. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by the Sheriff's Department and at no cost to the Sheriff's Department and without the assistance of Contractor.
- p. The ITS shall be capable of processing and completing international collect calls.
- q. The ITS user application shall allow the Sheriff's Department to query the CDRs for inmate activities and calling patterns.
- r. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - i. Inmate Name (First, Last);
 - ii. Inmate Personal Identification Number;
 - iii. Record Identifier;
 - iv. Date Range (Start Date/Time and End Date/Time);

- v. Facility;
- vi. Called Number;
- vii. Originating Number;
- viii. Station Port;
- ix. Station Name;
- x. Call Type;
- xi. Bill Type;
- xii. Duration (minimum and maximum);
- xiii. Call Amount;
- xiv. Flagged Calls;
- xv. Monitored Calls;
- xvi. Recording Type;
- xvii. Completion Type;
- xviii. Termination Type;
- xix. Validation Result;
- xx. Pre-Paid Card ID Number;
- xxi. Phone Group(s);
- xxii. Visitation Phone(s); and
- xxiii. Custom Search.
- s. The ITS user application shall allow CDR query results to be exported in a format selected by the Sheriff's Department (.csv, PDF, Microsoft Excel 2010 or greater, etc).
- t. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - i. Call Statistics by Date Range;
 - ii. Frequently Called Numbers;
 - iii. Frequently Used Personal Identification Numbers;
 - iv. Commonly Called Number;
 - v. Call Detail Report;
 - vi. Gross Revenue Report by Date Range;
 - vii. Facility Totals and Statistics;
 - viii. Called Party/Number Accepting Report;
 - ix. Fraud/Velocity Report;
 - x. Total Calls;
 - xi. Calling List (PAN) Report;
 - xii. Pre-Paid Card Report;
 - xiii. Debit Usage Report;
 - xiv. Debit Balance and Funding Report;
 - xv. Pre-Paid Card Balance Report;
 - xvi. Bill and Call Type Distribution;
 - xvii. Phone Usage;
 - xviii. Reverse Look-Up; and
 - xix. User Audit Trail.
- u. The ITS user application shall allow the Sheriff's Department to export the reports in a format selected by the Sheriff's Department (.csv, PDF, Microsoft Excel 2010 or greater, etc.).

- v. The ITS shall have the capability to customize reports in a form mutually agreed upon by the Sheriff's Department and Contractor.
- w. Contractor's ITS user application shall at a minimum allow:
 - i. The creation, modification and deactivation of user accounts;
 - ii. The creation, modification and deactivation of inmate accounts;
 - iii. The creation and modification of telephone numbers in the ITS;
 - iv. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - v. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - vi. Block/unblock telephone numbers without the assistance of Contractor; and,
 - vii. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- x. Contractor shall allow the Sheriff's Department to create, view and track service tickets associated with the ITS or Facilities.
 - i. Contractor shall provide the number of TDD telephones and ports specified in **Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."**
 - ii. TDD telephones work with the proposed ITS.
 - iii. TDD calls shall be recorded and monitored via the ITS.
- y. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- z. The ITS shall be able to accommodate pro-bono calls and/or calls made without payment to consulates for all countries which may be required for ICE detainees. This option, when requested by the Sheriff's Department, shall be provided at no cost to the Sheriff's Department. Contractor shall accept the Sheriff's Department direction for how pro bono calling services are configured via the ITS.
- aa. Contractor shall work with the Sheriff's Department to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:
 - i. Route free calls via the ITS to a destination provided and designated by the Sheriff's Department which may be the same as that used for the Sheriff's Department informant line.
 - ii. At no cost to the Sheriff's Department, provide a telephone line to the Sheriff's Department dedicated for PREA calls to which the calls will be routed as free.
- bb. Calls by the inmates shall be allowed as free to call the Public Defender's Office. Contractor must post clear multi-language signage with instructions for making such calls in English, Spanish and Cantonese to be affixed in the immediate vicinity of the telephones in a location approved by the Sheriff's Department. Inmate calls to the Public Defender's Office shall not be recorded or monitored but shall be documented in the ITS.

3) System Security:

- a. The ITS shall prohibit:
 - i. Direct-dialed calls of any type;
 - ii. Access to a live operator for any type of calls;
 - iii. Access to "411" information services;
 - iv. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - v. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- b. The ITS shall prevent call collision or conference calling among telephone stations.
- c. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The Sheriff's Department must be able to shut down the ITS via the on-site administrator's workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - i. At demarcation location;
 - ii. Central control; and
 - iii. By select housing units.
- d. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
- e. Contractor shall configure the ITS to allow its toll free customer service telephone number to displayed on the called party's caller ID each time a call from the Facilities is placed.
- f. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc.
- g. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- h. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- i. As specified by the Sheriff's Department, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- j. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."**

4) PIN Application:

- a. The PIN application shall work with the ITS allowing inmates to use

PINs to complete calls via the ITS and include all of the following features and functionalities:

- i. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - ii. The capability to interface with the Facility JMS. The Sheriff's Department shall not be responsible for paying any amount associated with the required interface.
 1. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 2. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS
 3. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 4. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 5. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 6. The ITS, without an interface with the JMS, auto-generates the complete PIN;
 7. The ITS accepts a manually entered PIN.
 - iii. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
 - iv. PINS shall be required for booking/intake phone(s).
 - v. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facilities.
 - vi. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- b. The ITS shall have the capability to store a list of Personal Allowed Numbers ("PAN") associated with each PIN.
- i. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - ii. The quantity of approved telephone numbers within a PAN shall be configurable.
 - iii. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
 - iv. Contractor's ITS shall be capable of auto-enrolling PANs to avoid

manual entry.

- c. The Sheriff's Department requires a method of distributing court ordered funds for inmates assigned Pro-Per status. The Contractor shall generate a secondary PIN for use by inmates assigned Pro-Per status; enabling the Sheriff's Department to track, report, and reconcile usage.
 - i. The Sheriff's Department may utilize the on-site administrator to create or modify information in the ITS to reflect the current status of Pro-Per inmates and the dollar amount allocated weekly for calls to be placed to a list of 10 PANs. The on-site administrator is also required to edit the PAN list as requested by the Sheriff's Department.
 - ii. Contractor shall cover the initial cost of debit purchased by the Sheriff's Department for Pro-Per inmates.
 - iii. Contractor shall invoice separately to the Sheriff's Department debit purchased for Pro-Per inmates by the 15th day of the month for debit purchased during the preceding traffic month. Contractor shall provide documentation to support the invoiced amount. Contractor shall format the invoice as required by the Sheriff's Department.

5) Billing and Pre-Paid Accounts:

- a. The Sheriff's Department requires the collect call threshold be a monthly minimum of \$100.00 per unique telephone number. The month begins on the day the called party accepted the first call from an inmate. Once a customer has met his or her threshold limit, the number then becomes blocked.
- b. In the event that a telephone number has been blocked for billing reasons, upon verification of resolution of an unpaid amount for collect calling, Contractor shall unblock the telephone number within 24 to 72 hours.
- c. The Sheriff's Department requires Contractor issue refunds for any pre-paid funds remaining in any pre-paid account upon end-user request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and receive calls from the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-users and/or inmates for refunds or reactivation of funds associated with a pre-paid account.

6) Carriers and Provider:

- a. Contractor shall promptly notify the Sheriff's Department in writing of any local and or long distance telephone service carrier and or provider involved in the provision of telephone service at the Sheriff's Department Facilities. Contractor shall also notify the Sheriff's Department of any rules, regulations and or practices employed by such carriers or providers that will have any effect on the options, and or features of the ITS.
- b. If the Sheriff's Department finds that any rule, regulation and or practice of

any of Contractor's carriers or providers interferes with or negatively impacts any aspect of the service, options, and or features of the Contractor's ITS, the Sheriff's Department may demand and Contractor agrees to comply with cessation of violation of such rule, regulation and or practice, either by said carrier or provider or by a change of carrier and/or provider.

7) Termination:

- a. In the event Contractor fails to perform any terms or conditions of the Agreement, the Sheriff's Department may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the Sheriff's Department within 30 calendar days of receipt of such notice, the Sheriff's Department may terminate the Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in **Appendix A, Section 1, B, 12, "Transition/Operation."**
- b. The Sheriff's Department may terminate the Agreement at any time, without penalty, upon Contractor's receipt of 90 days written notice. Upon termination, Contractor shall follow the transition requirements outlined in **Appendix A, Section 1, B, 12, "Transition/Operation."**
- c. For any reason, should Contractor be unable to satisfy the requirements contained in the Agreement, the Sheriff's Department may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

8) Reconciliation:

- a. The Sheriff's Department will have the right from the Effective Date of the Agreement and for a period of three (3) years after the termination date of the Agreement, upon ten (10) business days written notice, to fully reconcile or examine any and all Contractor information pertaining to the Agreement. The Sheriff's Department will also have the right to have another independent Agency of the Sheriff's Department's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- b. The Sheriff's Department requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous fees/charges report, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
- c. The Sheriff's Department reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Sheriff's Department's sole choice.

9) Training:

- a. Contractor shall provide onsite training to the Sheriff's Department staff.

- Additional training (onsite or via the web) shall be provided to new staff at no cost to the Sheriff's Department. Training manuals shall be provided to the Sheriff's Department staff at all training meetings and will become the property of the Sheriff's Department.
- b. When requested by the Sheriff's Department, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
 - c. Contractor will also provide full documentation for all of the ITS features.
 - d. Contractor shall prepare a training video to be played in the inmate housing areas that demonstrates how to use the ITS.

2. Reports

Contractor shall submit written reports as requested by the Sheriff's Department. Format for the content of such reports shall be determined by the Sheriff's Department. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

A. Commission Payment and Reporting:

- 1) Contractor shall provide monthly commission payments and traffic detail reports to the Sheriff's Department on or before the 15th day of the month following the traffic month. The Sheriff's Department requests commission payments are sent via wire transfer. The Sheriff's Department requires the traffic detail reports be sent electronically in an exploitable format.
- 2) Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facilities:
 - a. Facility Name;
 - b. Facility Identification Number/Site Identification Number;
 - c. Facility Address (Street, City, State and Zip);
 - d. Automatic Number Identifier;
 - e. Inmate Telephone Station Port/Identifier;
 - f. Inmate Telephone Location Name;
 - g. Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - h. Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - i. Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - j. Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - k. Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - l. International Calls, Minutes Gross Revenue and Commission (per inmate telephone);

- m. Commission Rate (%);
 - n. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
 - o. Traffic Period and Dates.
- 3) Contractor shall provide daily system platform Call Detail Records (“CDRs”). Contractor shall provide monthly billing files and a miscellaneous charges/fees report to the Sheriff’s Department no later than the 15th day of the month following the month of traffic.
- 4) The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- a. Record ID;
 - b. Facility Name;
 - c. Facility ID;
 - d. From ANI;
 - e. To ANI;
 - f. Batch Number/ID;
 - g. Seconds;
 - h. Revenue Period;
 - i. Date (yyymmdd);
 - j. Connect Time (hhmmss);
 - k. Billable Time (mmmmss);
 - l. Multiple Rate Indicator;
 - m. Personal Identification Number Digits;
 - n. Originating City;
 - o. Originating State;
 - p. Bill City;
 - q. Bill State;
 - r. Rounded Bill Time Indicator;
 - s. Bill Number;
 - t. LATA ID;
 - u. Settlement Code;
 - v. Message Type;
 - w. Charge Amount;
 - x. Additional Fees and Line Surcharges;
 - y. Specialized Calling Indicator;
 - z. Validation Indicator;
 - aa. Tax Exempt Indicator;
 - bb. Rate Period; and
 - cc. Rate Class.
- 5) The raw CDRs shall contain all calls (both attempted and completed which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data

including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:

- a. Facility Name;
 - b. Facility ID;
 - c. From ANI;
 - d. To ANI;
 - e. Batch Number / ID;
 - f. From City;
 - g. From State;
 - h. To City;
 - i. To State;
 - j. Station ID;
 - k. Phone Name or Location;
 - l. Inmate ID;
 - m. Personal Identification Number;
 - n. Pre-Paid Card ID;
 - o. Revenue Period;
 - p. Call Start (yymmdd; mmss);
 - q. Call End (yymmdd; mmss);
 - r. Seconds;
 - s. Call Type (e.g. local, etc.);
 - t. Bill Type (e.g. free, collect, etc.);
 - u. Cost;
 - v. Tax;
 - w. Validation Result;
 - x. Termination Reason;
 - y. LIDB Status; and
 - z. Completion Indicator.
- 6) The miscellaneous charges/fees report shall contain, without limitation, the following information:
- a. Facility ID;
 - b. Date;
 - c. From ANI;
 - d. To ANI;
 - e. Billed ANI;
 - f. Call Type;
 - g. Bill Type;
 - h. Fee Type; and
 - i. Fee Amount.
- 7) The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 8) Commission discrepancies must be resolved by Contractor, and to the Sheriff's Department reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Sheriff's Department or its Designated Agent. If not

resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the Sheriff's Department. The Sheriff's Department further retains the right to pursue any other legal remedies it deems necessary.

- 9) Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the Sheriff's Department after the date specified above are subject to late charges and/or fees.
 - a. Late charges and/or fees for commission payments shall be equal to 5% per month of the commission due.
 - b. Late charges and/or fees for reporting shall be \$750.00 per month for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - c. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Sheriff's Department will be Lieutenant John Ramirez.

Appendix B

Calculation of Charges

1. Rate Requirements

A. Rate Requirements:

- 1) Contractor shall provide the required calling rates and fees specified in **Appendix B, Section 1, B, Table 1, "Required Calling Rates"** which must be in compliance with California and federal laws and applicable regulations. Taxes for debit cards and electronic debit calls shall be applied to the total cost of a call.
 - a. Contractor shall assure the telephone rate structure and surcharge rates will not exceed, at any time in the Agreement, the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission ("FCC").
 - b. The Contractor shall monitor the FCC and shall inform the Sheriff's Department of any rate changes.
 - c. Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affects the subsequent Agreement shall entitle the Sheriff's Department to, at its option, renegotiate or cancel the Agreement.
- 2) Before any new calling rate increases or decreases are implemented, Contractor must submit a written request and receive approval from the Sheriff's Department. The Sheriff's Department will respond in writing to Contractor's request.
 - a. If Contractor decreases the calling rates without the written approval of the Sheriff's Department, Contractor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 3) If Contractor increases the calling rates without the express written approval of the Sheriff's Department, Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Contractor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to the Sheriff's Department as documentation. The Sheriff's Department will not issue a refund of commission paid to Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to the Sheriff's Department as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls.
- 4) Contractor will implement any rate adjustments requested by the Sheriff's Department within 10 calendar days of said request, subject to regulatory approval.
- 5) Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least 1 second, the

duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.

- 6) During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

B. Both parties have mutually agreed upon the rates for inmate telephone calls as detailed in Table 1 – Required Calling Rates.

Table 1- Required Calling Rates

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$0.00	\$0.17	\$0.00	\$0.17	\$0.00	\$0.17
Intralata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Intrastate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	n/a	n/a	n/a	n/a	\$3.95	\$1.60

C. Fees

- 1) Both parties have mutually agreed upon the fees and charges for pre-paid collect accounts as detailed below:
 - a. Pre-Paid Collect Transaction Fee (Live, IVR and Web) - \$4.75.
 - b. Pre-Paid Collect Transaction Fee (Check or Money Order) - \$0.00
 - c. Refund Fee – \$0.00
 - d. All Other Fees - \$0.00
 - e. The Sheriff's Department shall allow required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

D. Contractor shall not impose a minimum deposit amount for pre-paid collect accounts. Contractor shall impose a maximum deposit amount of \$200.00.

2. Compensation

A. Gross Revenue is generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.


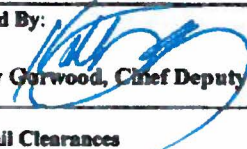
- 1) In accordance with **Section 5, "Compensation"** of the Agreement. Contractor shall pay commission on total Gross Revenue before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Contractor expense.
- 2) Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the Sheriff's Department prior to implementation. The Sheriff's Department and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to the Sheriff's Department.
- 3) Any charges/fees added to the called party's bill without the express written consent of the Sheriff's Department shall incur a fee of \$350.00 per day from the date the additional charges/fees were first added through the date the Sheriff's Department notified Contractor (as allowed below) or through the date the charges/fees were disconnected, whichever occurs first. The Sheriff's Department shall provide an invoice for the total fine due, for which Contractor shall remit payment to the Sheriff's Department within 30 days.
 - a. The Sheriff's Department shall notify Contractor of any suspected, unapproved additional fees and/or charges of which the Sheriff's Department becomes aware of and may provide Contractor up to 10 days grace period to explain such fees.
 - b. Should the Sheriff's Department and Contractor mutually agree that the charges/fees will remain, the Sheriff's Department and Contractor shall mutually agree on a method for compensation.
 - c. Should the Sheriff's Department and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 4) Notwithstanding the foregoing, Gross Revenue does not include:
 - a. Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor or a third party (i.e. Western Union) to accept calls. All pre-paid collect fees must be approved by the Sheriff's Department and are subject to the penalty defined above if not approved by the Sheriff's Department in advance. Contractor shall comply with the fees approved by the Sheriff's Department in **Appendix B, Section 1, C, "Fees."**
 - b. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
 - c. A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the Sheriff's Department or from inmate telephones approved by the Sheriff's Department to process free calls shall not generate revenue or compensation for Contractor and shall not be commissionable to the Sheriff's Department. Only those numbers designated by the Sheriff's Department on the free call list and inmate

telephones approved by the Sheriff's Department to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the Sheriff's Department. The Sheriff's Department reserves the right to enter a free number in the ITS as deemed appropriate by the and without the assistance of Contractor.

- d. In the event Contractor completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and commission for the calls shall be due and payable under **Section 5., "Compensation."**
 - e. Complimentary calls associated with Contractor's pre-paid collect program are not commissioned.
- 5) A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.
- 6) Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
- a. Contractor may, upon request from the Sheriff's Department, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
- 7) It is expressly understood that the Sheriff's Department is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Contractor's services.
- 8) Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under **Appendix A, Section 2, "Reports."**

On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the Sheriff's Department for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

Appendix C Jail Clearance Policy

ADMINISTRATION AND PROGRAMS DIVISION  POLICY AND PROCEDURE	Date Issued: 11/16/2011 Policy #: ADP 01-04 Last Revised: 07/03/2014 Related Policies: SFSD 01-08 Jail Clearances Approved By:  Kathy Gorwood, Chief Deputy #1319
Chapter: 01 Background Investigations Unit	Title: Jail Clearances

POLICY: It is the policy of the San Francisco Sheriff's Department (SFSD) to ensure individuals who provide health service, food service, legal counsel, religious counsel and other necessary and / or community services to the inmates have a method of obtaining an approved clearance to enter jail facilities.

PURPOSE: To provide guidelines on how to clear properly an individual requiring an Administrative or Long Term Jail Clearance for limited access or a specified period of time.

I. General:

- A. An Administrative Jail Clearance is provided to an individual who requires limited access to jail facilities for the purpose of conducting repairs to equipment, job interviews, jail tours approved by the Sheriff, client interviews, and other legitimate reasons as deemed appropriate by a Facility Commander. An Administrative Jail Clearance has an expiration date and is provided after a criminal history and warrant check have been completed.
- B. A Long Term Jail Clearance is provided by the SFSD after a criminal history check and fingerprints check. Such a clearance is provided to individuals who are authorized to provide a continuing service for the SFSD or who require ongoing clearance as a condition of their employment. A continuing service is defined as a minimum of three visits per week to any jail facility. This clearance has an expiration date and must be renewed annually.
- C. A Facility Commander or designee may approve an Administrative Jail Clearance at the facility for a specific day or event.
- D. The Custody Division Commander may approve an Administrative Jail Clearance for all jail facilities.

II. Procedures:

- A. Administrative Jail Clearance requests shall be delivered to the Background Investigation Unit at least 48 hours prior to the anticipated start date by a person(s) authorized by the SFSD.
 1. The investigator receiving the request will check the request form for completion.
 2. The investigator shall conduct a complete criminal history inquiry to determine if the individual is eligible for jail clearance per the guidelines stated in policy and procedure SFSD 01-08 Jail Clearances and this policy.

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3. The completed request form will be returned to the requesting person(s) stating whether or not the individual is eligible for a jail clearance.
- B. Long Term Jail Clearance requests shall be delivered to the Background Investigation Unit by a person(s) authorized by the SFSD
1. The investigator receiving the request will check the request form for completion.
 2. The investigator shall conduct a complete criminal history inquiry to determine if the individual is eligible for jail clearance per the guidelines stated in policy and procedure SFSD 01-08 Jail Clearance and this policy.
 3. Applicants for jail clearance shall make an appointment to be Live Scan fingerprinted.
 4. The investigator will wait for fingerprint results before determining whether or not the applicant's clearance request is approved or denied.
- C. Clearance requests will be denied if any of the following is determined while conducting a complete criminal justice information system query:
1. Any falsified document or statement on the application form.
 2. An unverifiable address.
 3. No valid picture identification.
 4. Currently on active probation or parole.
 5. Currently on Post Release Community Supervision as authorized by AB109 and any trailing legislation affecting the State's Realignment.
 6. Currently on Court Mandated Supervision pursuant to a split sentence as authorized by AB109 and any trailing legislation affecting the State's Realignment.
 7. Applicant is a convicted sex offender and is required to register as such.
 8. Applicant is convicted of any type of sex crime against a minor.
 9. Applicant falls under Section 115.11 of the Prison Rape Elimination Act (PREA).
 10. Applicant has a felony conviction of 187 Penal Code (P.C.) or 192 P.C. or any subsection.
 11. Applicant has committed any act(s) of terrorism as defined in sections 2331-2339D of the United States Code.
 12. Applicant was convicted of a drug related, weapons related, gang-related or violence related felony within the last three years from the date of the application or any other felony within one year of the date of the application or, if no convictions, has an extensive criminal record (five or more arrests) with drugs or violent crimes within the previous five years.
 13. Applicant has any felony charges pending adjudication.
 14. Applicant was released from a county jail within the last year or a state prison within the last two years at the time of the application, pursuant to serving a sentence upon a conviction of a crime or parole violation.

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15. Applicant has outstanding warrants, felony or misdemeanor, in or outside of California.
16. Traffic warrants (must be paid and proof of payment must be provided before a clearance is approved).
17. Applicant has had his / her jail clearance previously revoked by the SFSD.
18. A jail orientation class maybe required as part of the clearance process.

III. Revoked Clearances

- A. A Long Term or Administrative Jail Clearance may be suspended or revoked if there is written documentation of a violation(s) of jail rules and / or SFSD rules and regulations including, but not limited to:
 1. Introduction of contraband, including tobacco or tobacco products.
 2. Sexual contact, consensual or not, within the jail, or any physical contact including, but not limited, hugging, kissing,
 3. Use of jail access for purely social, non-business purposes; or
 4. A violation of any federal, state, or local law.
- B. A Facility Commander or designee may authorize the termination of a visit or interview if inappropriate conduct is observed.
- C. A Facility Commander or designee may deny a jail clearance for any other articulable reason that indicates a possible threat to the security of the jail facility or behavior that has caused a disruption to jail operations.

IV. Exceptions To Revoked Clearances

- A. Exceptions to this policy apply when an inmate who is in SFSD custody is participating in an in-custody program, is subsequently released from custody and continues in a post-release program capacity or job placement and is requesting access to the grounds of a jail and not access to inside a jail itself.
 1. These exceptions are only for individuals who are on probation, parole, or Post Release Community Supervision following their release from SFSD custody.
 - a. There are no exceptions for those who meet criteria under Section II - Procedures; numbers 7, 8, 9 and 10, while at the initial clearance level. Applicants may appeal through the appeal process as indicated in this policy.
 2. Individuals seeking access inside the secure area of a jail under this section, who otherwise meet the criteria in section III. Revoked Clearances, subsection D. must obtain permission from either a facility or division commander prior to entry.
 - a. If the individual is denied access inside the secure area of a jail by either the facility or division, that person may appeal the denial by forwarding a written request of appeal directly to the Undersheriff.
- B. In the event that an Administrative or Long Term Jail Clearance request is denied, the applicant may appeal through the following chain of command:
 1. Background Unit Supervisor

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2. Custody Division Commander
3. Undersheriff
4. Sheriff

V. Post Revocation Procedures

- A. When a Long Term or Administrative Jail clearance is revoked, the Jail Clearance Officer or investigator will send a notice for posting in all jail facilities.
- B. The Jail Clearance Officer or investigator will remove the individual's name from the Jail Clearance List.
- C. The Jail clearance Officer or investigator will notify the individual whose clearance was revoked and his/her employer if applicable. The individuals will also be ordered to surrender their San Francisco Sheriff's Department ID card (if issued) to the Jail clearance Officer at 120 14th St.
- D. The ID card (if issued) will be confiscated from the individual if he / she attempt to gain access into any jail facility once clearance has been revoked.

VI. Forms

Administrative and Long Term Clearance Request Form

VII. Reference:

California Penal Code
AB 109
Prison Rape Elimination Act of 2003