

A G R E E M E N T

BETWEEN THE COUNTY OF SAN MATEO AND SECURUS TECHNOLOGIES

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SECURUS TECHNOLOGIES, hereinafter called "Contractor";

WITNESSETH:

***WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of providing inmate telephone service at the County Correctional Facility; and*

***WHEREAS**, pursuant to Penal Code Section 4025, the Sheriff shall deposit all funds or commissions received from pay telephones used by inmates in county correctional facilities into the Inmate Welfare Fund, for the benefit, education and welfare of inmates; and*

***WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof; and*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Attachment 1 - §504 Compliance

Attachment 2 - Contractor's Declaration Form

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the County granting Contractor the exclusive right and license to install, maintain, and operate an Inmate Telecommunications System and related hardware and software within the county's jail and/or detention facilities, Contractor will design, procure, configure, install and operate an inmate telephone system and will pay county as set forth herein. The system shall comply in all respects with Exhibit A to this agreement.

3. UTILIZATION OF FACILITY

In consideration of Contractor's payment of Commission to the county and the provision of inmate phone services as set forth herein, County grants Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System governing all inmate calls, including local and long distance traffic for collect and debit calling and related hardware and software, (collectively "Contractor Equipment") within existing county jail and/or detention facilities (collectively the "Facilities"), and hereby gives contractor permission to use County's Facilities for that sole purpose,

upon the terms and conditions set forth in this Agreement. On dates and at times that are mutually agreeable to the Sheriff or his designee and the Contractor, the County will make the Facility available to Contractor for complete installation and operation of the equipment, and Contractor will limit its use of county facilities to the phone services set forth herein.

4. PAYMENTS

- A. **Amount of Payment:** In full consideration of County granting Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System described in this agreement and the Exhibit hereto, Contractor shall pay County as set forth herein, in accordance with the Commission rate for all interlata and Intralata (local carrier and long distance) phone calls, plus additional payments, as specified:

Commission: Contractor will pay the County a Commission of EIGHTY TWO POINT THREE percent (82.3%) of the **GROSS REVENUE BILLED** from use of the Equipment through all collect calls placed by inmates within the Facility. No deductions will be made from **GROSS REVENUE BILLED** for costs associated with fraud, bad debt, line charges, equipment charges, billing and collection charges, or other fees. The Commission shall be paid to the County on an annual basis, as set forth in Section C, below.

Minimum Commission: Contractor further guarantees the County of San Mateo a minimum commission of \$820,000 per year (minimum annual guarantee "MAG"), payable in advance annually for the duration of this agreement. If earned commission from prior 12 months exceeds \$820,000, Contractor will increase the advance payment to an amount equivalent to the prior year's earned commission. All commission payments shall be final and binding upon the County unless written objection thereto is received by Contractor within sixty (60) days of mailing of the Commission payment to County by Contractor.

Sale of Pre-paid phone cards to County at discounted rate: In addition, the contractor will sell prepaid calling cards to the Sheriff's Office at a discounted rate of SEVENTEEN POINT SEVEN percent (17.7%), with the understanding that the cards will be resold to the inmates for use on the contractors platform while the inmates are in custody, and on other providers platforms when the inmate leaves the County Correctional Facility. No commission is payable on the value of pre-paid card usage.

Tariff Rate: Initially, the rates charged to inmates or to the persons whom they call collect, which are associated with this Agreement, will be the rates proposed in the Contractor's proposal submitted on 1/3/2013, which shall be equivalent to the rates offered by the prior service provider during 2013. Any rate or tariff increase for inmate telephone calls is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established be increased to the extent that the maximum tariffs charged by the common carrier are exceeded.

- B. **Inmate Welfare Fund.** All proceeds to County under this agreement shall be deposited to the Inmate Welfare Fund, pursuant to Section 4025(d) PC, and shall be used for such inmate services as described therein and pursuant to Title 15, Article 6, California Code of Regulations (CCR).
- C. **Schedule of Payments.** Contractor will pay the County the yearly Commission on an annual basis tied to the anniversary of its First Minimum Annual Guarantee Payment ("Anniversary Date"). The commissions shall be due in advance for each Anniversary Date, but in any event must be paid not later than fifteen (15) days following the Anniversary Date. A late penalty fee at the rate of 5% will be applicable on the amount for each day late (e.g. If payment is made on the 19th day following the end of the preceding year, the 5% penalty will be for nineteen (19) days even though there was a fifteen (15) day grace period). A reconciliation of the Minimum Annual Guaranteed payment paid for the year

against actual commission due will be made each year. If actual commission exceeds the Minimum Annual Guarantee, Contractor shall provide a true up payment not later than fifteen (15) days following the last day of the year. No refund will be given by County to Contractor if actual commission falls below the guaranteed minimum. Contractor understands that failure to pay County accurate commissions based on gross billables shall be grounds for termination. Payments shall be sent to:

San Mateo County Sheriff's Office
Attn: Financial Services Manager
400 County Center, 3rd floor
Redwood City, CA 94063

Initial Annual Payment Date: Contractor will make its first Minimum Annual Guaranteed Payment of \$820,000 no later than 15 days after the completion of Contractor's equipment installation and cutover of services from the prior inmate telephone service provider.

5. TERM AND TERMINATION

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect beginning the date of execution and three (3) years from date of cutover, as defined in section 2(A)6 of Exhibit A, ("Initial Term"). At its sole discretion, the County may exercise the option to extend this Agreement by up to an additional two one (1) year renewals thereafter, by written notification to Contractor by County, or no later than thirty (30) days prior to the termination of the original three year term or first one-year renewal term. This agreement may be terminated by Contractor, Sheriff or his designee at any time upon one hundred eighty (180) days written notice to the other party. If either party terminates for convenience with one hundred eighty (180) days written notice to the other party, any prepaid commissions shall be reimbursed to the payee on a pro-rated basis.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance: The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

1) Comprehensive General Liability	<u>\$1,000,000</u>
2) Motor Vehicle Liability Insurance	<u>\$1,000,000</u>
3) Professional Liability	<u>\$1,000,000</u>

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited

to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - 1) termination of this Agreement;
 - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3) liquidated damages of \$2,500 per violation;
 - 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees, and shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. County shall have the right to audit, when it so determines, the activities of Contractor to insure contract compliance. County may elect to use a qualified independent auditor for this purpose. If county elects to have an independent audit completed, Contractor agrees to pay 50% of the cost of the mutually selected independent auditor. The audit shall include, but is not limited to: equipment and system operations, call processing, maintenance, management support, revenue and commission information and reporting, including the rating and billing of calls, and the preparation of commission reports. Contractor shall cooperate by providing any and all requested information, including that from a Clearinghouse, in a timely fashion. Non-cooperation will be grounds for dismissal of the agreement between the parties.
- B. Contractor shall maintain all required records for five (5) years after the expiration of this agreement and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- C. **Reporting and Record Keeping:** Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- D. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all

records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. FAILURE TO PERFORM

If Contractor fails to perform according to the terms and conditions of this Agreement, County may, in addition to any other remedy it may have, issue a declaration of default. This agreement may be terminated as a result of such default. The following are examples of causes for default, but this enumeration is not intended to be a limitation on such defaults in performance under the contract:

- A. Failure to provide equipment, software features or service as stated in the contract for services.
- B. Persistent system failure or malfunction of equipment
- C. Failure to make commission payments on time, including failure to make correct commission computation, or failure to provide supporting documentation.
- D. Unauthorized alteration of equipment, software features or services
- E. Unauthorized alteration of inmate call rates, including failure to correctly rate and bill calls according to the specifications listed herein.
- F. Failure to resolve billing disputes with billed parties promptly

In the event of a declaration of default, both parties hereby agree to meet and attempt to resolve the issues in contention. Once these issues are identified in writing by County, Contractor shall have thirty (30) days to correct or remedy the identified problems, or demonstrate substantial good faith efforts are underway to remedy said problems to County's satisfaction. If Contractor does not agree to meet, or does not demonstrate a substantial effort to remedy identified problems County may invoke liquidated damages equivalent to two times the corresponding loss of revenue, as determined by the average daily billed revenues over the proceeding six months, times two, for each day of the period of non-performance, commencing after the 30 day-correction period.

15. MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, as well as those specific portions of Contractor's Proposal submitted on January 3, 2013 specifically referenced herein constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

16. CONTROLLING LAW

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
Attn: Director of Administration and
Finance
400 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:

Securus Technologies
ATTN: Legal Department
14651 Dallas Parkway, Ste 600
Dallas, TX 75254

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SECURUS TECHNOLOGIES

BY: _____
(SIGNATURE)

(PRINTED NAME)

DATE: 4-1-13



EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SECURUS TECHNOLOGIES

Contractor shall provide the services and County shall have the responsibilities set forth herein:

1. DOCUMENT AUTHORITY.

This Exhibit A is intended to provide an outline of key tasks and services to be provided by Contractor to County under the Agreement.

2. IMPLEMENTATION PROJECT SCOPE.

A. The process of design, procurement, configuration and installation of the inmate telephone system is divided into eight (8) tasks.

- 1) Project initiation, and planning.
- 2) Acquisition of dial tone by Contractor from Global Tel*Link.
- 3) Installation of dedicated T-1 and required improvements or modification to existing "house" wiring at Maguire Correctional Facility and the Maple Street Complex (Women's Correctional Center, Men's and Women's Transitional Facilities).

Any improvements or modification to existing wiring made by Contractor within any County-owned facility shall become the sole property of the County.

- 4) Provision, installation and testing of Inmate Telephone system, including external instruments and internal installed hardware, at three hub locations: Maguire Correctional Facility and the Maple Street Complex (Women's Correctional Center and the Men's and Women's Transitional Facilities). Contractor shall determine what degree of redundancy, if any, is required for optimum stability and maintenance of the systems to Agreement specifications. External telephone handsets and internal installed hardware is the property of Contractor and will be removed promptly upon termination of the contract. Contractor will promptly replace any broken handsets or other equipment.
- 5) Training. Contractor shall provide initial and ongoing product training covering all features, including equipment and related software at no cost to County. Training shall include all training course elements as provided by Contractor. Contractor shall provide staff training prior to "cut over" on the use of all equipment, its functionality and the options available to the facility.
- 6) "Cut-over" of the inmate telephone system from Global Tel*Link to Securus Technologies (Contractor). Cutover is defined as the transfer of responsibility for the physical and administrative functions of the inmate telephone services from the present provider to the Contractor. Contractor shall communicate with Global Tel*Link to coordinate removal of the current inmate telephone system. The date for cut-over shall be determined by mutual agreement of County and Contractor, based on readiness of both parties, system infrastructure, jail operations and other consideration as determined by the parties but shall be not later than May 31, 2013.

- 7) Daily management, reporting out and operation of the inmate telephone system by Contractor, including provision of a full-time on-site systems administrator. Contractor will, at its sole expense, designate and assign one of its full-time employees to act as County's Site Administrator for the term of the Contract, with the understanding that said Administrator will facilitate the completion of all tasks related to the system installation, operation, and maintenance.
- 8) Upon direction of Sheriff or Sheriff's designee, implementation and support by Contractor of call recording and monitoring systems.

3. PROJECT OBJECTIVES.

The objective of the project is the installation of a state-of-the-art, fully operational, flexible, secure and reliable inmate telephone system and to provide County the means to ensure the lawful and legitimate use of the system by the inmate population. Contractor will insure that Sheriff staff time required to administer the system is kept to a minimum, that management and control of inmate telephone usage is enhanced, that performance and accountability is increased and commission revenues to the County are maximized and promptly paid.

4. PROJECT ASSURANCES.

It is understood by both parties that a close working partnership is required in order to ensure that this Agreement is successful and satisfactory to both parties. County assures that qualified Sheriff personnel will be available as needed and detailed information regarding the existing inmate telephone system will be available. Contractor assures that Contractor shall, initially and on a periodic basis, determine the optimum number of telephones at each County facility, and shall make adjustments to the existing number of connections as may be required, and shall maintain same in good working order throughout the term of the Agreement. Both parties assure to maintain clear, regular and honest communications between them.

5. BACKGROUND CHECK OF CONTRACTOR'S ON-SITE PERSONNEL.

Contractor will provide the County with the following information pertinent to Contractor personnel who will be involved in the installation of the inmate telephone system.

- A. Contractor will provide County a list of all technicians who will be performing work under this agreement not less than fourteen (14) days prior to the start date of the installation. The technicians will be listed by name, and will contain their personal data designated by County. Each technician will be required to pass a background check conducted by the San Mateo County Sheriff's Office prior to commencement of his or her work on the project.
- B. Contractor will designate one full-time technician to act as County's Site Administrator for the Initial Term and any renewal term. Contractor will provide County a completed background packet for the Site Administrator no later than thirty days (30) prior to the anticipated cut-over date for the inmate telephone system. The selected individual will be required to pass a detailed background check conducted by the San Mateo County Sheriff's Office prior to assuming the duties of the systems administrator.

6. SYSTEM AND OPERATIONAL REQUIREMENTS

All inmate telephones and related equipment shall be heavy duty, institutional-type telephones suitable for use in a correctional facility. They shall be tamperproof, with steel

encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard, and shall be no longer than 6 inches on phones in the Intake Holding areas, and 12 inches on all other Inmate phones. All phone instruments shall be waterproof, fireproof and feature DTMF dialing. They shall have key-locked mountings to the wall.

The phone controller shall be flexible and capable of transferring data and timing to and from a hard drive. The architecture shall be expandable to accommodate future growth and change outs. Call records stored and sent to Billing and Collection shall match commission summary reports to County.

All equipment provided shall be new and completely operational at cutover. All equipment shall comply with Part 68 FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems shall meet ADA standards. At minimum, Contractor shall provide a total of four (4) telephones with TDD capability; two (2) for MCF and one (1) for each other location. Additional actions or remedies as may be required to bring Contractor's system into current or future compliance with ADA standards shall be the responsibility of Contractor, who shall bear any system-related costs associated with said ADA compliance.

All additional wiring, cabling, conduit, cross-connects, jacks, plates and related hardware, necessary for the operation of the system shall be provided at no cost to County.

All telephone instruments shall be line powered and have UPS back-up power capability. No separate power supply shall be required.

The system shall provide audio quality which meets or exceeds industry standards enacted by standards organizations for transmitted and received levels, noise, cross-talk and frequency range.

Contractor shall provide sufficient equipment and outgoing lines to ensure that inmates will be able to obtain dial tone during peak calling times at every location.

Contractor will complete an investigation of any complaints of or by contracted employees and have resolution within thirty (30) days with notification of such to County.

If County agrees to be a BETA site for changes in technology, equipment, software, or hardware and provides information/review of same, County will be compensated. The compensation will be based on a side letter, which shall be an amendment to the agreement between Contractor and County. For purposes of this agreement, a BETA site is any substantive changes that have not been tested/installed. This should not be interpreted to mean that County plans, agrees or is agreeable to becoming a BETA site, which shall be at the County's sole discretion.

7. TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Contractor will install and maintain a minimum of 171 inmate phones on its Secure Call Platform, in addition to 2 workstations with the necessary computers and printers. The phones will be Wintel brand 7090. These phones are designed and manufactured for the correctional environment, in the County Correctional Facilities.

The system will:

- Only allow outgoing, station to station, collect and prepaid calling cards calls
- Not allow for any incoming calls
- Process all inmate calls by an automated operation and shall not allow access to a live operator
- Allow for a call duration time limit of fifteen (15) minutes and a voice message shall notify both parties one (1) minute prior to call termination that the call will terminate in sixty (60) seconds. The system shall be adjustable to accommodate for changes.
- Have automatically-timed turn on/turn off features adjustable for different days of the week and programmable by facility. In addition, each cellblock shall have manual overrides or "kill switches" to turn the telephones on/off.
- Provide up to three (3) free local calls per inmate at the Intake/Booking Unit at the Maguire Correctional Facility in compliance with California Penal Code.
- Be capable of allowing free local calls to Public Defenders.
- Allow calls for rotary-dial telephone, positive call acceptance
- Limit one call per connection and prevent pulse dialing or "hacking".
- Brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating call with multi-language capabilities.
- Put the inmate "on hold" after the dialing sequence. The inmate shall be permitted to monitor call progress but shall not be allowed to communicate with the called party, until the call is positively accepted by the called party
- Ensure the line of communication is fully muted until the system detects positive acceptance key-press by the called party.
- Not take longer than one (1) minute for Call process, from off-hook to call acceptance.
- In compliance with FCC regulations, be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
- Have the capability of inserting a voice overlay announcement, notifying the called party that the call is originating from the San Mateo County Correctional Facility, and is being recorded. The voice prompt shall be brief, audible enough to be heard by the called party, but not so loud as to disrupt phone conversation. Timing of the voice prompt and volume should be site adjustable.
- Allow for multilingual automated (synthesized) operator assistance without cost to County. Languages to be determined by County.
- Automatically block numbers which include, but are not limited to, operator and directory service numbers, such as 0, 411, 911; specific NPA's such as 700, 976,900; equal access numbers such as 10XXX, 800
- Have the ability to block incoming calls and outgoing calls on a per phone, per pod, per facility, per system basis, while still permitting legal calls. Specific telephone numbers such as those belonging to victims, witnesses, staff, judges and numbers requested by the facility shall be blocked.
- Allow the called party to auto-block future calls to his/her phone.
- Be capable of automatically blocking numbers that are dialed repeatedly within a specific period of time. These include call attempts, calls answered/not accepted and may include calls answered/accepted. Parameters should be adjustable according to the needs of the facility.
- Have the capability of providing Personal Identifiers, at the request of the facility, to identify the inmate placing the call.
- Have the ability to record and monitor inmate calls based on parameters developed by the facility including record and monitor on a Real Time basis. This should

include selective recording and monitoring or system-wide recording and monitoring. The system shall feature, at a minimum, voice recognition technology or investigative tools to flag and search recorded conversations for keywords, allows searches by dialed number, personal identifier, date/time called, destination number, location and channel. The equipment shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call record time. The system should have the ability to provide immediate retrieval, allow search and playback within 30 seconds, have the capability of downloading selective recordings to disk, have a "hot number" alert feature, offer live monitoring via telephone or secured internet of a conversation to a "hot number" while the conversation is being recorded, or access to recorded conversations via telephone or computer playback via controlled modem access. In addition, the system shall have the ability to store up to 5 years of recorded calls. Contractor will also maintain all recorded calls for up to 5 years upon expiration of the contract, and make these recordings available within 48 hours upon request.

- Have the following playback capabilities:
 - The playback of calls must be easily accessed chronologically.
 - The disk must contain a chronologically viewable and printable list of calls to include, Date, Time, Location of Call, and Number Called. Software to be capable of printing a list of calls sorted by number, and or date range of calls.
 - Specific calls identified by the user must be easily accessed/sorted from the call detail list contained on the disk or print out. Sorting options for playback are to include by individual number called, group of numbers called, or a specific date range of calls.
 - There must be the option to playback all calls, chronologically starting with the first call made, and continue playback through the last call on the disk without any further operator intervention. Systems that require the operator to Queue playback of each and every call are not acceptable. Playback software to include a pause, restart from pause, search and stop functions.
- Minimize or prevent "dropped" calls when collect calls are made to cell phone numbers.
- Prevent all three way calls and call forwarding.
- Contain a chronologically viewable and printable list of calls to include date, time, location of call, and number called. Software to be capable of printing a list of calls sorted by number and or date range of calls.

Contractor must provide prepaid calling cards.

Contractor will inform County via e-mail or letter, within thirty (30) days of installation of any new technology (hardware/software) at any correctional facility served by contractor under separate agreement and offer County the new technology at no cost. If County decides that it needs this upgrade, Contractor will make this available to County within 90 days of request.

8. INSTALLATION REQUIREMENTS.

Contractor will execute the events below on or, if required in certain instances by the nature of the task, prior to the execution date.

Contractor agrees to provide County with an inmate telephone system that functions as outlined in this agreement, the exhibits and attachments hereto.

A specific list of equipment to be installed and equipment performance standards, along with a comprehensive installation & cut-over schedule, shall be provided to County by Contractor no later than two weeks following the execution date of this Agreement. Modifications and adjustments to the timeline of events will be agreed upon by both Contractor and County prior to adjustment of the timeline of events.

Contractor shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance and day-to-day operation. County shall have no responsibility for any costs associated with the system.

Testing of all equipment shall be conducted prior to cutover at each facility. All software programming, major standards, functions and service requirements shall be included.

Contractor shall conduct a thorough inspection of all inmate phones to ensure that all phones are 100% operational prior to cutover. Contractor shall meet with a representative of County on a weekly basis until such time that the County representative determines an alternative inspection schedule is appropriate.

Contractor is responsible for determining all wiring and software requirements, costs associated with the conversion of service from the Local Exchange Carrier (LEC), negotiations with the LEC and notifying County of any delays in implementation.

Contractor is responsible for coordinating removal of the current inmate telephone system with the current provider, Global Tel*Link.

Contractor shall provide staff training prior to cutover on the use of all equipment, its functionality and the options available to the facility.

9. COUNTY RESPONSIBILITIES.

The County will:

Provide a minimum area of eight (8) feet wide by seven (7) feet deep by six (6) feet high for contractor's equipment, in a temperature and humidity controlled environment within the Maguire Correctional Facility for the Contractors system.

Provide adequate secure office space within the Maguire Correctional Facility for the use by Contractor's Site Administrator.

Provide for blocking of the office and home telephone numbers of all San Mateo County judicial officers, the District Attorney and his staff, the Sheriff and the Sheriff's Office personnel, and other individuals designated by the Sheriff or his designee. This shall be done at no cost to County. Provide regular updates to the list of office and home telephone numbers to be blocked to insure accuracy. Call blocking shall be the responsibility of Contractor.

To the best of County's knowledge and ability, provide a list of office telephone numbers of defense attorneys practicing in San Mateo County to Contractor. Provide regular updates to the list of office telephone numbers of attorneys practicing in San Mateo County as new

information becomes available to County.

To the best of County's knowledge and ability, provide a list of office telephone numbers of bail bond firms transacting business in San Mateo County. Provide regular updates to the list of office telephone numbers of bail bond firms transacting business in San Mateo County as new information becomes available to County.

Provide a secure location in each facility for the toggle switches that control whether the inmate telephone system is operational or disabled.

Sheriff personnel shall monitor the number and duration of calls placed by individuals from the Booking/Intake Area, to ensure consistency with County policy as to limits of free calls.

10 PRIMARY CONTACT.

The primary contact for operational matters for the County is the Sheriff's Corrections Division Captain. The primary contact for fiscal matters for the County is the Sheriff's Fiscal Services Bureau Manager. The primary contact for Contractor is the Account Manager assigned to San Mateo County. Said contacts may from time to time designate a representative to act on their behalf. Contractor and/or County shall advise the other party promptly in writing of any change in these primary contacts.

11 ON-GOING SERVICE AND SUPPORT REQUIREMENTS

Contractor will make available individuals that have the requisite technical expertise to successfully provide the services specified. During the installation of the inmate telephone system and prior to the "cut-over", all Contractor employees will be managed by Contractor's Primary Contact or his designee, who will provide daily status report to County's Primary Contact. Upon "cut-over" to Contractor's inmate telephone system, the Site Administrator will be managed by Contractor's Primary Contact. If for reason of training, vacation, or illness, employees of Contractor who would normally complete assigned tasks are unavailable; Contractor will notify County and provide suitable replacement personnel.

Once system has been installed, performance benchmarks will be established jointly by both parties that reflect the operational requirements set forth in this agreement. A quarterly review of the contractor's performance against the established benchmarks will be conducted jointly by Contractor's and County's Primary Contacts.

Any act of vandalism discovered by Contractor shall be reported to the County representative. Contractor will be totally responsible for any losses due to acts of vandalism or other loss.

Each of the Contractor's employees must display a San Mateo County Sheriff's Office (SMSO) courtesy ID when working in the SMSO facilities. Issuance of this courtesy ID includes a background check by the SMSO Professional Standards Bureau staff. Before an employee commences work at a facility, they must meet the requirements specified. It will be the responsibility of the Contractor to notify potential employees of these requirements and provide the information to the contracting officer for County to secure the ID's for the employees. It will also be the Contractor's responsibility to notify the contracting officer immediately upon termination of any employee who has a SMSO courtesy ID. The Contractor must return these ID's to the SMSO when an employee leaves employment, or contractor will be liable for any damages resulting from the misuse of said ID. Any employee

entering a SMSO facility is subject to routine searches of their persons, vehicles, property or packages.

Contractor shall be responsible for properly coordinating all activities on the job site to the extent that good "housekeeping" practices are followed at all times. Work shall be kept in a neat and orderly fashion. Contractor and its employees are responsible for their equipment, materials and tools at all times when inside a detention facility. Lost or misplaced equipment, materials and tools are a major breach of security and will be reported to the SMSO immediately. No contraband will be permitted and if found on an employee, it is punishable as a crime.

Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any SMSO or County Employee identifiable to any specific inmate or confidentially protected private party for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

Contractor shall maintain a current, complete inventory of all instruments and telephone numbers by facility. A copy of this inventory will be provided to County. Installation, removal or relocation of any telephone or change of telephone number must be approved in writing by the County.

Each telephone installed will be "tagged" with the telephone number at the demarcation point within two (2) days of installation.

All changes in present or future telephone services must be coordinated with the County to ensure that there will be no negative impact to the installation and that associated cable requirements will not adversely affect the facility.

Contractor shall maintain properly trained support staff on the Inmate Telephone System. This includes all equipment comprising the system and on site administrators to ensure all moves, adds, changes, deletions and requests are completed in a timely manner.

12. SERVICE RESPONSE TIMES AND ESCALATIONS

Contractor will respond to every trouble ticket reported within 24 hours of notification by San Mateo County or the next full business day. A response includes investigation of the reported trouble on site. Resolution of the reported trouble shall be completed expeditiously. Any prolonged service issues not resolved, in excess of 48 hours result in a fine of \$500 for each day the service issue remains unresolved after the 48 hours "grace" period.

All operational maintenance will be coordinated with the County but be provided by Contractor. Each case of trouble reported to the Contractor for action will be researched as to the cause and documented in a Trouble Logbook along with the action that resolved the trouble. A notation stating only that the problem was resolved is not acceptable. A

Trouble Logbook shall be maintained at each facility in a mutually agreed upon location. A service disruption is classified as an emergency when more than 10% of a facility's Inmate Telephone System (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational. In this service disruption situation, the Contractor will respond within eight (8) hours of notification and the emergency trouble will be resolved within forty-eight (48) hours or less, to the point where less than 10% of a facility is affected by the service outage, or at least partial service is restored to an entire housing unit. A fine, equivalent to the computed lost commission for any non-working telephones will be assessed to the Contractor for every day in which more than 10% of a facility's Inmate Telephone System (telephones, recording devices, etc.) or an entire housing unit's equipment within a facility is not operational after the forty-eight-(48) hour grace period has expired.

If service response is delayed; escalation procedures within Contractor's management team shall be activated to ensure appropriate resources are allocated to resolve the service request. Escalation shall occur in the following order:

- Technical Support Manager & Field Service Manager
- Technical Support Director & Field Service Director
- VP Service & Operations

13 COMMISSION AND CALL ACCOUNTABILITY

County shall not be responsible for any unbillable, uncollectible or fraudulent telephone calls. Commissions to County shall be based on gross billables as sent to billing and collection.

Universal calling and billing of all calls shall be required and no calls shall be blocked because of the lack of a billing agreement with a local exchange carrier or C-LEC.

Contractor shall adhere to reasonable credit and collection practices. Contractor may block calls to inmate telephone contacts where the recipient is delinquent or refuses to pay the Contractor. Contractor shall not utilize any collection practices prohibited by law. County may require the Contractor to modify any credit or collection practice it finds to be arbitrary or without justification.

The total of the charges imposed on all inmate calls (including surcharge, Pay Phone Use Charge, Operator Handled station/station, person/person operator handled, if applicable, and message toll service) shall be approved by County for all call categories – local, intraLata, interLata/intrastate and Interstate calls. Any change in the tariff (increases or decreases) shall be approved by County in advance of the change. In no case shall the cost of an inmate call be greater than the maximum rate for each type call on file with the California PUC. Applicable rates shall take into account time of day, day of week and holiday discounts, if any.

Any change in tariff (increase or decrease) which is not approved by County in advance of the change may be grounds for termination of the contract

The Contractor shall provide an accessible "800" number where a billed party may call regarding any questions concerning billing. Inmates shall be provided with a mailing address and instructions in English and Spanish on filing a complaint. All inquiries shall be resolved promptly and fairly.

14 CALL DETAIL AND MANAGEMENT REPORTS

At the request of County, Contractor shall provide correct and accurate Call Detail and Management Reports for all calls placed from the inmate phones. Reports shall include, at a minimum, origination number, destination number, type of call (local, intraLata, InterLata/intrastate or interstate), # minutes of call, reason for disconnect and total billed revenue.

The system shall have the ability to provide reports on a daily, weekly, monthly, yearly, or real time basis as per following examples. The following data should be retrievable within a twenty-four (24) hour period when requested. Contractor shall also maintain all records for up to 5 years from expiration of contract.

- Calls by day
- Calls in state
- Calls out of state
- Calls per hour per phone
- Calls per hour per pod
- Calls per hour per facility
- Calls per hour per system
- Calls by time of day
- Calls by duration
- Calls by type of call
- Calls by target number
- Frequently called numbers by phone
- Frequently called numbers by pod
- Frequently called numbers by facility
- Frequently called numbers by system
- Disallowed calls by phone
- Disallowed calls by pod
- Disallowed calls by facility
- Disallowed calls by system
- Target/Hot numbers by phone
- Target/Hot numbers by pod
- Target/Hot numbers by facility
- Target/Hot numbers by system
- Free legal calls by phone
- Free legal calls by pod
- Free legal calls by facility
- Free legal calls by system
- Collect call by phone
- Collect call by pod
- Collect call by facility
- Collect call by system

15 MODIFICATIONS TO STATEMENT OF WORK.

Either Contractor or County may request modifications to this Statement of Work by submitting to the other party a Project Change Request, to be approved in writing by signature of both parties. If changes, other than maintenance-related, are made to installed hardware, software or services which have not been approved through a Project Change Request, County may, at its discretion, require Contractor to remove or undo said changes at no cost to County. Said modifications may be approved for work with no additional cost to County, or within the Sheriff's amendment authority, as granted by the Board of Supervisors.

16. CALL RATES

CALL TYPE	COLLECT		PREPAID COLLECT		DEBIT/CARDS	
	<u>Connection</u>	<u>Per Minute</u>	<u>Connection</u>	<u>Per Minute</u>	<u>Connection</u>	<u>Per Minute</u>
Local	3.15	*	3.15	*	0.00	0.50
Intralata/Intrastate	3.15	**	3.15	**	0.00	0.50
Interlata/Intrastate	3.15	0.69	3.15	0.69	0.00	0.50
Interlata/Interstate	3.95	0.89	3.95	0.89	0.00	0.50
International	-	-	-	-	3.00	1.00

*Based on current rates provided in Amendment #2 of the RFP, Securus will charge the following for Local calls:

INTRALATA TOLL USAGE						
MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
ALL	0.153	0.0759	0.1151	0.0569	0.0677	0.0569

**Based on current rates provided in Amendment #2 of the RFP, Securus will charge the following for Intralata calls:

INTRALATA TOLL USAGE						
MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
0-20	0.153	0.0759	0.1151	0.0569	0.0677	0.0569
21-40	0.191	0.1327	0.1625	0.1138	0.1056	0.0853
41-70	0.2149	0.1517	0.172	0.1233	0.1341	0.0948
Over 70	0.2479	0.1991	0.1815	0.1422	0.1625	0.1422

Attachment 2

COUNTY OF SAN MATEO

CONTRACTOR'S DECLARATION FORM


I. CONTRACTOR INFORMATION			
CONTRACTOR NAME:	Securus Technologies, Inc.	PHONE:	925-753-5400
CONTACT PERSON:	Wayne Jackson	FAX:	
ADDRESS:	14651 Dallas Pkwy, 6th floor Dallas TX, 75254		

II. EQUAL BENEFITS (check one or more boxes)	
<i>Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.</i>	
<input checked="" type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <input type="checkbox"/> offering equal benefits to employees with spouses and employees with domestic partners. <input checked="" type="checkbox"/> offering a cash equivalent payment to eligible employees in lieu of equal benefits.	
<input type="checkbox"/> Contractor does not comply with the County's Equal Benefits Ordinance.	
<input type="checkbox"/> Contractor is exempt from this requirement because: <input type="checkbox"/> Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000. <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.	

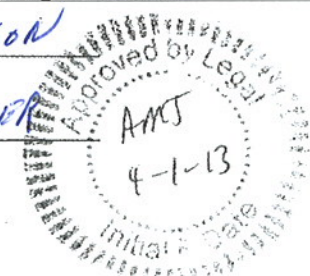
III. NON-DISCRIMINATION (check appropriate box)	
<input type="checkbox"/> Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.	
<input checked="" type="checkbox"/> No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.	

IV. EMPLOYEE JURY SERVICE (check one or more boxes)	
<i>Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.</i>	
<input checked="" type="checkbox"/> Contractor complies with the County's Employee Jury Service Ordinance.	
<input type="checkbox"/> Contractor does not comply with the County's Employee Jury Service Ordinance.	
<input type="checkbox"/> Contractor is exempt from this requirement because: <input type="checkbox"/> the contract is for less than \$100,000 <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


 SIGNATURE
 4/1/2013
 DATE

WAYNE JACKSON
 NAME
 ACCOUNT MANAGER
 TITLE



ATTACHMENT 1

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Wayne Jackson

Name of 504 Person - Type or Print

Securus Technologies, Inc.

Name of Contractor(s) - Type or Print

14651 Dallas Pkwy., 6th floor

Street Address or P.O. Box

Dallas, TX 75254

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Wayne Jackson

Signature

ACCOUNT MANAGER

Title of Authorized Official

Date

4/1/2013

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

