

EXHIBIT 29

Global Tel Link Contract with Solano County, California*

PRISON
POLICY INITIATIVE



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
SO-0429

BUDGET ACCOUNT:
8611

SUBJECT ACCOUNT:
9407

1. This Contract is entered into between the County of Solano and the Contractor named below:

Global Tel*Link Corporation
CONTRACTOR'S NAME

2. The Term of this Contract is:
December 4, 2012 through November 30, 2015

3. The maximum amount of this Contract is:
Not Applicable - Revenue Generating

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provision
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions

This Contract is made on December 4, 2012.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name/signature, printed name/title, address, and authorized signatures from the County Administrator, Department Head, and County Counsel.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. DEFINITIONS:

- Facilities:
- I. Justice Center Detention Facility (JCD)
500 Union Avenue
Fairfield, California 94533
 - II. Sentenced Detention Facility (SDF)
2500 Claybank Road
Fairfield, California 94533

2. GENERAL REQUIREMENTS:

The Contractor shall:

- A. Ensure rates charged on all inmate calls remain unchanged unless approved in writing by the Sheriff or his designee.
- B. Remove, at no cost to the County, any inmate phone identified in writing and presented to the Contractor by the Sheriff, as a significant safety hazard.
- C. Install and maintain approximately 153 telephones and phone system services located at Solano County adult detention facilities (113 phones at the JDC and 40 at the SDF). The County will provide the space needed for the telephone equipment. Vendor shall install telephones as needed at the new facility.
- D. Provide all required phone equipment and associated services necessary to support local, intralata and interlata telephone operations..
- E. Provide telephones in the receiving area of the jail for inmates to make free local telephone calls at no expense to the County. The inmate telephones located in the housing modules at both Facilities are to be "collect call" only. The phone system will comply with all ADA (Americans with Disabilities Act) requirements and comply with all current applicable Federal Communications Commission and California Public Utility Commission rules and regulations, including maintaining the charge for operator assisted rates equal to or less than the tariff rates regulated by State or Federal Communications Commissions.
- F. Other specific requirements/provisions include:
 - 1) Enable the Sheriff's Office to monitor and record calls and the ability to record and store calls for a minimum of one year.
 - 2) Provide Sheriff's personnel with training on the call monitoring and recording equipment.
 - 3) Provide a system that can regulate the duration of each phone call and be able to block telephone numbers when requested.
 - 4) Provide a system of service and information with experienced technicians.
 - 5) Provide the percentage of gross billable revenue due to the County under the provisions of the proposal and describe the method and time frame for remittance of revenue.
 - 6) Provide a rate table for all types of calls.
 - 7) Provide Sheriff's staff with a detailed listing and monthly summary of phone calls made from each phone, including information consisting of the type of call, time, date duration and cost per call.
 - 8) Provide and describe a diagnostic testing plan of the inmate telephone system.

- 9) Provide a list of available languages for communication with the users of the inmate telephone system, (English and Spanish are required).
- 10) Provide a personal identification number (or PIN system) to be used for all inmates.
- 11) Provide a technician that will be responsible for telephone maintenance and be on site at Solano County Jail facilities for a minimum total of twenty (20) hours a week.
- 12) Provide telephone units in the receiving area that will be altered to allow the handset cord to protrude from the top of the unit and the exposed cord length should not exceed 4" (four inches) at no charge to the county.
- 13) Provide and install at no cost to the County, recording of all inmate visiting phones as described by the County.
- 14) Provide at no cost to the County five (5) TDD (telecommunications device for the deaf) / TTY machines to assist the inmate population who are hearing impaired and replace them as needed. The County must be able to monitor these calls.
- 15) Provide a letter annually listing all responsible personnel connected with this contract and their contact information.
- 16) When system upgrades are implemented, the County is to be notified in advance via email at no cost to the County.
- 17) Provide unlimited speed dial access to add or delete at the County's request at no cost to the County to connect to not-for-profit agencies.

3. AUDIO RECORDING CAPABILITY IN VISITATION BOOTHS

The Contractor shall:

- A. Equip all visitation booths as designated by the County with the capabilities specified in the section below titled "MONITORING, RECORDING AND STORAGE REQUIREMENTS" and to be operational within 60 days from the execution of the Contract.

4. MONITORING, RECORDING AND STORAGE REQUIREMENTS AT BOTH FACILITIES

The Contractor shall:

- A. Monitor and comprehensively record at no expense to the County, all calls from any inmate telephone within the Facilities.
- B. Exclude from monitoring and recording as specified by the County, certain calls that are prohibited from these activities such as calls involving attorney-client restrictions.
- C. Enable the County staff to play back a recording.
- D. Make the monitoring and recording of calls selectively programmable by one or all of the following:
 - 1) Telephone;
 - 2) Housing Unit;
 - 3) Inmate Start and Stop Time;
 - 4) Date of Call; and
 - 5) Called Number.
- E. Show real time call activity detailed by:
 - 1) Date of call;
 - 2) Start time of call;
 - 3) Stop time of call;
 - 4) Originating telephone station number; and
 - 5) Called number.

- F. Allow for the setup of monitoring and recording connections for telephones not currently configured under this contract for recording on an as needed basis and at the County's discretion.
- G. Be able to select a particular telephone number or specific telephone for recording and/or monitoring while a call is in progress.
- H. Automatically call, alert the County of calls and offer live monitoring of calls.
- I. Provide simultaneous playback of recorded calls and visits as well as continuous audio recording of live conversations and visitation sessions. The playback of any selected channel, including visitation, must be accomplished while continuing to record all input channels. Additionally, the playback for visitation sessions shall only be available for the visitation stations which the County specifies for recording.
- J. Provide continuous on-line diagnostics and continuous supervision and local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- K. Email and copy conversations onto a compact disc (CD/DVD) or other storage device in audio or MP3/data format with tamper free capabilities.
- L. Provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- M. Store all inmate recordings online for one year; offline storage for call detail records shall be provided by Contractor for a period of five (5) years.
- N. Provide equipment necessary to perform the services specified in any resulting Contract at no additional cost. This includes but is not limited to an ITS application and associated equipment that:
 - 1) Is located with the recording hardware in the area designated by the County;
 - 2) Includes a monitor amplifier and speaker so the County may confirm accurate transfers of recorded information;
 - 3) Produces transfer recordings with virtually no loss in quality; and
 - 4) Places an audio time and visual date stamp within the recording.
- O. Place time and date entries on each recorded conversation and displays this on a per channel basis.
- P. Display all conversations in chronological order to facilitate research and playback.
- Q. Pay liquidated damages for failure to store recordings or loss of recordings (see section 6, Exhibit B).
- R. During the term of this Contract, including any renewal period(s), the County agrees to: Stipulate that GTL has no responsibility to advise the County with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by the County or compliance therewith. The County 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 Contract. Contractor disclaims any responsibility to provide, and in fact has not provided, the County any legal advice concerning such applicable law, regulation or guideline, or compliance therewith. The County agrees to indemnify, defend and hold GTL harmless from any liability, claims, suits, proceedings, damages, costs and expenses (including attorney's fees) relating to any claims made against GTL arising out of failure of the County (or GTL at the direction of the County) to comply with such law, regulation or guideline.
- S. The County further acknowledges that all call detail records (CDRs) and call recordings contained in the Inmate telephone system equipment provided by GTL to the County are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract; provided, however, that GTL shall have the right to use the CDRs and recordings to respond to legal requests and to provide the services under this Contract.

5. TRAFFIC REPORTS

The Contractor shall:

- A. Provide the Traffic Detail Report (TDR), raw Call Detail Records (CDR) and Billing Files to the County and or its designated agent no later than the fifteenth (15th) day of the month following the month of traffic.
- B. Provide a TDR that includes the following information:
 - 1) A detailed breakdown of the traffic for all collect, debit and pre- paid calls for each inmate telephone or inmate telephone station:
 - 2) At a minimum, each of the following items for each inmate telephone station broken down by collect, debit and prepaid call types:
 - a. Facility Name;
 - b. Facility Identification Number;
 - c. Facility Street Address, City, State and Zip Code;
 - d. Automatic Number Identifier, or Station Number;
 - e. Total gross Local revenue and commission per Inmate Telephone or Inmate Telephone Station;
 - f. Total gross Intralata/Intrastate revenue and commission per Inmate Telephone or Inmate Telephone Station;
 - g. Total gross Interlata/Intrastate revenue and commission per Inmate Telephone or Inmate Telephone Station;
 - h. Total gross Interlata/Interstate revenue and commission per Inmate Telephone or Inmate Telephone Station;
 - i. Commission Rate;
 - j. Total commission amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate);
 - k. Period Dates;
 - l. Total Minutes of use per Inmate Telephone Station for each call type;
 - m. Total Number of Calls per Inmate Telephone Station for each call type;
 - n. Total Collect Usage for each call type;
 - o. Total debit Usage for each call type; and
 - p. Total pre-paid Usage for each call type.
- C. Provide raw CDR that includes the following:
 - 1) All calls (both attempted and completed) which originated from a Facility for each day and each time of the day for the period for which said raw Call Detail Records are requested;
 - 2) Unedited data including all fields and all field content;
 - 3) Origination Number;
 - 4) Dialed Number;
 - 5) Facility;
 - 6) Facility Identifier;
 - 7) Call Date;
 - 8) Call Time;
 - 9) Termination Reason;
 - 10) Termination Code;
 - 11) Trunk;
 - 12) Duration in Seconds;
 - 13) Call Amount;
 - 14) Bill Type;
 - 15) Station;
 - 16) Completion Status;
 - 17) Inmate ID;
 - 18) Call Type;
 - 19) Validation Result; and
 - 20) When requested, these records shall be accompanied by a complete file map and complete file legend.

D. Provide Billing Files that contain:

- 1) All fields in the exact format and exact content as those files prepared and submitted for billing to the called party;
- 2) A complete file map and complete field legend;
- 3) Site ID;
- 4) Site Name;
- 5) Batch ID;
- 6) Row ID;
- 7) From ANI;
- 8) To ANI;
- 9) Begin Time;
- 10) End Time;
- 11) Duration;
- 12) Call Amount;
- 13) Type of Call;
- 14) Originating City;
- 15) Bill City;
- 16) Bill State;
- 17) Traffic Period; and
- 18) Additional charges and/or fees (USF, billing statement fees, etc).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMMISSION

The Contractor shall:

- A. Pay the County 72% commission on all Gross Revenue (as specified below, 4. GROSS REVENUE) generated by and through the inmate telephone system.
- B. Pay commission on all Gross Revenue before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, Local Exchange Carrier (LEC) adjustments and any other Contractor expenses.
- C. Hold the County harmless for un-billable or uncollectible calls.

2. PRE-PAID CALLING CARDS

The Contractor shall apply the terms and conditions specified in Section 1. Commission to the face value of the pre-paid cards purchased, should the County elect to implement inmate pre-paid calling cards, at no cost to County.

3. PAYMENT

The Contractor shall:

- A. Provide commission payment and the associated traffic reports to the County for activity between the twenty-sixth (26th) day of the month and the twenty-fifth (25th) day of the following month, inclusive, no later than the fifteenth (15th) day of the month following the month of traffic;
- B. Wire transfer commission payments; and
- C. Send traffic reports in electronic format.

4. GROSS REVENUE

- A. Gross Revenue is defined as revenue generated by completed calls and includes but is not limited to:
 - 1) All local, intralata/intrastate, interlata/intrastate, interlata/interstate, and international revenues; and
 - 2) Any and all additional charges and fees generated by completion of all collect, debit, pre-paid calls and from Contractor's inmate telephones located at the County's facilities.
- B. Gross Revenue does not include the following:
 - 1) Transaction funding fees - Fees imposed on called parties to set up a pre-paid collect account with Contractor to accept calls;
 - 2) Single bill fees - Fees charged to called parties for processing a collect call on a LEC telephone bill;
 - 3) Carrier access fees - Fees charged to called parties;
 - 4) 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; and
 - 5) Free calls - Calls that do not generate any revenue for the Contractor nor any commission for the County; the free calls must be approved by the County.

5. FEES

- A. Approved Fees include:
 - 1) Fees (and amounts) listed in Chart A; and
 - 2) Fees not list in Chart A but for which the Contractor has obtained written approval from the County prior to implementation.

- B. Unapproved Fees are all fees that are not Approved Fees.
- C. Contractor shall obtain written approval from County prior to implementing any fee not listed in Chart A and/or for changing a fee amount.
- D. Contractor shall for inmate telephone calls from the Facilities:
 - 1) Include, when applicable, those fees identified in Chart A to the called party's bill;
 - 2) Obtain County written approval prior to implementation of any additional fees added to the called party's bill or paid by the called party; this includes fees associated with establishing/funding pre-paid collect accounts;
 - 3) Not charge fees that do not fall into section 5.A.1) or 5.A.2) above;
 - 4) Promptly refund each called party for any unapproved fees from the date the fees were implemented until the date the fees were discontinued; and
 - 5) Be subject to liquidated damages for implementing a fee without prior County written approval for fees not mandated by law or statute (Section 7. LIQUIDATED DAMAGES).

6. CALLS

- A. Calls are deemed to be completed and commissionable as follows:
 - 1) Collect calls are completed when the called party accepts the call regardless of whether the Contractor can bill or collect the revenue on the call;
 - 2) Pre-paid calls include, without limitation, calls completed by using a pre-paid card and all calls which have been pre-paid by any person or entity by any method of payment;
 - 3) Pre-paid calls are completed 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 (e.g. answering machine) pick-up;
 - 4) Users of the collect call inmate telephone system will be charged beginning when the party agrees to accept the call and billing stops when either party hangs up or the call is terminated for any other reason. The foregoing applies to all operator-assisted calls; and
 - 5) The Contractor will not deduct unbillable or uncollectable telephone calls from gross receipts on which payment is made to the County by the Contractor.

7. LIQUIDATED DAMAGES

The Contractor shall pay:

- A. Three hundred dollars (\$300) per instance where the Contractor's ITS fails to store or produce one or more call recording requested by the County (Reference Monitoring, Recording and Data Storage Section). Prior to imposing liquidated damages, the County agrees to notify Contractor of each instance and allow Contractor seven (7) days to produce the call recording(s) in question.
- B. Three hundred fifty dollars (\$350.00) per day for each fee implemented without prior written approval from the County (Section 5. FEES & RATES).

8. LATE FEES

The Contractor shall:

- A. Pay a late fee of five percent (5%) per month of undisputed commission due if not received by Contractor according to the agreed upon payment schedule.
- B. Remit payment of the late fee within thirty (30) days from receipt of the invoice for the late fee.

9. EXPIRATION, TERMINATION AND/OR CANCELLATION OF CONTRACT

The Contractor shall pay commissions due to the County at the compensation rate provided in the Contract until collect, debit and/or prepaid calls are no longer handled by the Contractor.

CHART A.
RATE AND FEE SCHEDULE

RATE SCHEDULE

JAIL Collect Call Rates	Connect	Rate/Minute*
Local	\$3.15	no per minute
IntraLATA	\$2.65	0-12 mi D 0.1300 / 0.0700 E 0.1000 / 0.0500 N/W 0.0600 / 0.0500 13-20 miles. D 0.1530 / 0.0759 E 0.1151 / 0.0569 N/W 0.0677 / 0.0569 21-40 miles. D 0.1910 / 0.1327 E 0.1625 / 0.1138 N/W 0.1056 / 0.0853 41-70 miles. D 0.2194 / 0.1517 E 0.1720 / 0.1233 N/W 0.1341 / 0.0948 71+ miles. D 0.2479 / 0.1991 E 0.1815 / 0.1422 N/W 0.1625 / 0.1422
InterLATA	\$3.00	D, E & N/W 0.6900/0.6900
Out-of-State	\$3.95	D, E & N/W 0.8900/0.8900
International (except Mexico)	\$1.00	\$1.00
Mexico	\$1.00	\$0.50

Note: Rates do NOT include Federal, State, and/or local taxes or regulatory fees.

***Rate per minute expressed in the following format.

Day= **D**. Evening = **E**. and Night/Weekend = **N/W**

Initial minute/additional minute.

FEE SCHEDULE

Fee Description	When applied	Amount charged
Automated IVR Deposit of \$25 or \$50***	Per Transaction	\$4.75
Credit Card Deposit through GTL Website*	Per Transaction	\$9.50
Credit Card Deposit via Live Operator	Per Transaction	\$9.50
Account Close-Out Fee	One Time	\$5.00
Deposit sent to GTL via Western Union***	Per Transaction	\$0.00
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00
Federal Universal Service Fee (FUSF)	Monthly per invoice of Interstate Calls	15.7%
Federal Administrative Cost Recovery Fee	Interstate Prepaid Collect calls billed via paper invoice	\$1.99 per Invoice
Federal Administrative Cost Recovery Fee	Interstate Prepaid Collect calls billed via paper invoice	\$3.49 per invoice
Federal and State Carrier Administrative Cost Recovery Fee	Intrastate and Interstate Prepaid Collect calls	Up to 8.0% of Cost of Call
Validation Fee	Calls to non-ILEC billed calls and Wireless Phones	Up to 4% of Cost of Call
Single Bill Cost Recovery Fee	Monthly per paper invoice of Collect Calls	\$3.49

****Funding an AdvancePay account via IVR deposit (e.g. using a credit card) is an optional personal choice. Fees related to such transactions are disclosed at the time of transactions and offset GTL's costs of third-party merchant fees, system support, customer service staff and network service infrastructure associated with making this optional service available.

*** When a person sends money to GTL for an AdvancePay account via Western Union, that person pays Western Union a fee for that service.

All fees, currently tariffed and prospectively tariffed, are subject to change from time to time as prescribed by the FCC, tax authorities or by GTL and at the discretion of the entities charging those taxes, charges and/or fees.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury
and property damage. If Commercial General
Liability insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location or the general aggregate limit
shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions
The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers,

officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or

acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:
(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written

authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or

federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that

subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is

executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to November 30, 2015, this Contract shall be automatically extended from December 1, 2015 through February 28, 2016 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. EMPLOYEES OF GOOD STANDING AND BACKGROUND CHECKS

A. Contractor warrants to County that all employees assigned to work at any Sheriff facility or likely to have contact with inmates have not ever been convicted or pled guilty or *nolo contendere* to any felony. Upon discovery, Contractor shall promptly inform County of any employee who has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony. County reserves the right to deny access to any of Contractor's employees if that employee has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony.

B. Contractor shall submit all employees assigned to work at any Sheriff facility or will have contact with inmates to County to undergo a background check conducted by County. County reserves the right to deny access to any of Contractor's employees if that employee fails the background check. Only Contractor's employees who have successfully passed a background check will be allowed to work at any County incarceration or law enforcement facility or have contact with inmates. Contractor shall reimburse County, either by direct payment or deducting Contractor's invoice, the cost of the background check performed as established on the Solano County Sheriff's Office Fee Schedule for each employee who fails the background check.

C. County may set additional applicable standards that may prohibit Contractor employee entrance or access to County incarceration or law enforcement facilities or inmates. If Contractor will be providing services that require the use of a motor vehicle, County may set additional applicable standards that may prohibit Contractor employee from using a motor vehicle while performing duties associated with this Contract.

D. County shall have the right to randomly check any Contractor employee to ensure the employee has not ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony, or has failed to meet any additional applicable standard.

E. County shall have the right to search any Contractor employee entering or on County grounds to assure that the Contractor employee will not constitute a security risk to County's incarceration or law enforcement facilities or inmates. County reserves the right to conduct a search at any time without prior notice.

F. Denying a Contractor employee the ability to perform the duties of this Contract if employee has failed the background check or has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony, any other applicable standard or presents a security risk, will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied to perform the duties of this Contract with another employee.

3. COMMUNICATIONS & INTERPERSONAL RELATIONS WITH INMATES

Contractor agrees that all employees working at any County incarceration facility or is in contact with inmates will abide by the Solano County Sheriff's Office Affirmation of Understanding policy, Exhibit D-1, governing communications and interpersonal relations between Contractor and inmates. County reserves the right to deny access to any employee of Contractor if employee fails to abide by the Affirmation of Understanding policy. Denying access to a Contractor's employee for failing to abide by the Affirmation of Understanding policy will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied with a new employee.

4. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-2".

EXHIBIT D-1
AFFIRMATION OF UNDERSTANDING

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL:
Respect the dignity of each person and refrain from profane, callous, or degrading remarks.
Maintain an ethical demeanor with all inmates in custody and perform assigned duties in a mature and professional manner.

Be firm, impartial, and resolute in requiring compliance with all departmental rules and regulations.

Notify the Facility Commander by Memo as soon as you become aware that a close friend, significant other, or family member is incarcerated in the Solano County Jail.

Keep all inmates and prisoners safe and treat them humanely.

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL NOT:

Prejudge the guilt or innocence of any inmate or prisoner.

Conduct yourself in any manner that promotes the development or continuation of an emotional relationship with any inmate, their lives, or conditions of the arrest, except as required in the course of official employment or duties.

Deliver any message or article to, from, or for any inmate unless in the performance of official established duties or as directed by a supervisor.

Discuss job performance or confidential departmental business directly with an inmate or prisoner, or where either can overhear such conversations.

Criticize the Sheriff's Office, or the actions of any member of the office, in the presence of any inmate, or prisoner or where such conversation can be overheard.

Discuss personal business about yourself or the personal business of other employees with any inmate or prisoner.

Purchase any article from any inmate.

Sell any personal article to any inmate.

Borrow money or articles from any inmate.

Loan money or personal articles to any inmate.

Accept any gift from any inmate.

Offer any gift to any inmate.

Place money on the books of any relative or significant other inmate without the prior knowledge and documented approval of the Facility Commander. This is required for each incident of deposit.

Solano County Sheriff's Office, employees, volunteers and contract workers SHALL immediately report to a supervisor any attempts by inmates to purchase, sell, loan, borrow, or give any money or articles to them or any other staff member.

Solano County Sheriff's Office, employees, volunteers and contract workers of Solano County SHALL immediately report to a supervisor any complaints by an inmate about a member or volunteer.

Nothing in this statement shall be construed to prohibit the normal course of business in the operation of the Solano County Sheriff's Office nor prohibit conversations with inmates or prisoners in any official capacity.

I have read and discussed the above statement with the witnessing official and agree to abide by the rules and condition of conduct as set forth on this document.

Signature

Date

Print Name

Witnessing Officers Name/Rank

Date

EXHIBIT D-2
SPECIAL TERMS AND CONDITIONS

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

GLOBAL TEL*LINK CORPORATION

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

[Handwritten Signature] *10/06/12*
Jeffrey B. Heidinger, President + COO