

**FOURTH AMENDMENT TO AGREEMENT NUMBER 26035 FOR INMATE TELEPHONE SERVICES BETWEEN COUNTY OF TULARE AND GLOBAL TEL\*LINK CORPORATION**

This Fourth Amendment ("Fourth Amendment") has an effective date of July 1, 2019 ("Fourth Amendment Effective Date") between County of Tulare ("COUNTY") and Global Tel\*Link Corporation ("CONTRACTOR").

**WHEREAS**, on April 16, 2013, COUNTY and CONTRACTOR entered into an Agreement for Inmate Telephone Service ("Agreement"); and,

**WHEREAS**, COUNTY and CONTRACTOR agreed to extend the term of the agreement through April 30, 2020 with two additional one (1) year terms and modify the Agreement as stated in the First Amendment dated October 21, 2014,

**WHEREAS**, COUNTY and CONTRACTOR agreed to further modify the Agreement as stated in the Second Amendment dated October 21, 2014 and the Third Amendment dated June 20, 2016; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, COUNTY and CONTRACTOR desire to further amend the Agreement to document changes to **SECTION III – SPECIFIC TERMS, SECTION IV – GENERAL TERMS, EXHIBIT A, EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, EXHIBIT B-1, and EXHIBIT C** as follows:

1) The following subsections of **SECTION III – SPECIFIC TERMS**, shall be amended as follows:

**A. Section III, Subsection 4. - CHANGES AND/OR UPGRADES**, shall be amended by adding the following subsection:

(d) Any deviation from the process, as outlined in this **Section 4**, excluding regular maintenance and/or software updates, may result in liquidated damages as outlined in **Section III., Subsection 6 – Liquidated Damages**.

**B. Section III, Subsection 5. – GENERAL MAINTENANCE**, is hereby added to the Agreement as follows:

**5. GENERAL MAINTENANCE:** CONTRACTOR shall provide the necessary labor, parts, materials, and transportation to maintain all telephones, VVS stations, related equipment and other additional technologies in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement. No charge shall be made to COUNTY for maintenance of the ITS, VVS, and additional technologies.

(a) CONTRACTOR shall respond to repair requests from COUNTY or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24-hours a day, 7-days a week, and 365-days a year.

(b) Repairs or replacements shall follow the CONTRACTOR's service level response times as outlined in **Exhibit B-2 (Inmate Communication Service Level Response Times)**.

(c) All operation, maintenance and repair issues regarding the ITS and VVS shall be reported by CONTRACTOR to COUNTY promptly. CONTRACTOR shall be responsible for resolving any reported repairs or replacements within the time frames described in **Exhibit B-2 (Inmate Communication Service Level Response Times)** following notification of a service request for ITS or VVS equipment failure ("Cure Period"). Should CONTRACTOR fail to resolve the reported repair or replacement within the specified Cure Period, COUNTY may impose liquidated damages as outlined in **Section III., Subsection 6 – Liquidated Damages**.

**C. Section III, Subsection 6. – LIQUIDATED DAMAGES,** is hereby added to the Agreement as follows:

6. LIQUIDATED DAMAGES: CONTRACTOR’S failure to meet the Agreement requirements, both correctly and on time, may result in substantial injury to COUNTY. The amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. COUNTY agrees to notify CONTRACTOR of any instance where Liquidated Damages are alleged, CONTRACTOR shall have thirty (30) days from the date of notification to cure the issue if CONTRACTOR fails to cure the issue within thirty (30) days from notification by COUNTY, the fines associated with the Liquidated Damages in this Section 6 shall apply. Any enforced fines/liquidated damages will be invoiced by COUNTY to CONTRACTOR. Payments due to COUNTY for the invoiced amount(s) shall be due within 30 days of CONTRACTOR’S receipt of the invoice. CONTRACTOR shall not be subject to any of the fines set forth below in the event that the delay in or failure of its performance arises by any reason beyond its reasonable control, including without limitation, fire, explosion, riots, civil unrest, power failure, injunctions, or any act or failure to act by the other party or such other party’s employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond CONTRACTOR’s reasonable control.

<b>LIQUIDATED DAMAGES</b>	
<b>Description</b>	<b>Amount</b>
<p><b><u>Unauthorized Charges/Fees:</u></b> Any charges/fees added to the end user’s bill/account/statement or paid by the inmate or end-user without the express written consent of COUNTY.</p>	\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
<p><b><u>Unauthorized Free Transactions:</u></b> Due to CONTRACTOR’S action(s) unauthorized free calls or video visitation sessions completed by CONTRACTOR.</p>	\$2.00 per completed, unauthorized free call or video visitation session.
<p><b><u>Late or Inaccurate Reporting/Payments:</u></b> Due to CONTRACTOR’S action(s) revenue share payments, annual bonus payments, ITS traffic detail reports, CDRs, billing files, VVS traffic detail reports, and/or reports not containing the fields mutually agreed to by CONTRACTOR AND COUNTY, received by COUNTY after the date specified in <b>Exhibit A-1, Section 2 VVS Revenue Share, Payment and Reporting</b> and <b>Exhibit B, Section II – ITS Revenue Share</b>. If the revenue share payment is late, reporting is late and/or report does not contain all mutually agreed to fields, late charges and/or fines for all shall apply. Revenue share payment discrepancies must be resolved by CONTRACTOR and to COUNTY’S reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from COUNTY and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of the COUNTY and/or any legal course of action the COUNTY elects to pursue.</p>	<p><b>Revenue Share Payments:</b> 5% per month of the revenue share amount due.</p> <p>\$100.00 per day for any CDR reports not submitted. In the event the daily CDR reports are late, COUNTY will allow CONTRACTOR 1 business day to provide the report(s) or corrected report(s).</p> <p>\$750.00 per month for each ITS traffic detail reports, CDRS, billing files, VVS traffic detail reports, miscellaneous charges/fees report, not received by the due date specified.</p>
<p><b><u>Unauthorized Rate Changes:</u></b> Any adjustments/changes to the Rates without the written approval of COUNTY or adjustments to the Rates in order to complete a call and/or video visitation session that would not have completed without CONTRACTOR’S adjustment to the Rates. CONTRACTOR must also issue refunds to all overcharged end-users or inmates within 10 business days;</p>	\$3.75 per affected call and/or video visitation session, which was charged using the unauthorized Rates.

<p><b><u>Unauthorized Rate Changes (cont.):</u></b> a list of the issued credits must be provided to COUNTY as documentation. COUNTY will not issue a refund of revenue share paid by CONTRACTOR for unapproved Rate or subscription increases.</p>	
<p><b><u>Installation Delays:</u></b> Due to CONTRACTOR'S action(s), if any requested installation, initial or additionally requested equipment is not completed within the timeframe(s) specified in the Agreement or within the timeframe allowed in the mutually agreed-upon implementation plan.</p>	<p>\$500.00 per day for each day beyond the agreed-upon installation date until the installation is complete.</p>
<p><b><u>Unauthorized Changes:</u></b> Any bill types, transactions, or services implemented or removed without the express written consent of COUNTY.</p>	<p>\$500.00 per day for each day the bill type, transaction or service is implemented or removed.</p>
<p><b><u>Lost or Un-useable Recordings:</u></b> COUNTY suffers one or more lost, unrecoverable or un-useable recording(s). COUNTY agrees to notify CONTRACTOR of such instances and provide up to 7 days per instance for CONTRACTOR to produce the call and/or visitation recordings.</p>	<p>\$300.00 per instance wherein CONTRACTOR cannot produce a call and/or visitation recording.</p>
<p><b><u>Cure Period:</u></b> CONTRACTOR shall be responsible for resolving any reported repairs or replacements within the time frames described in <b>Exhibit B-2 (Inmate Communication Service Level Response Times)</b> following notification of a service request or inmate communication failure ("Cure Period"). Should CONTRACTOR fail to resolve the reported repair or replacement within the specified Cure Period, CONTRACTOR may be liable for liquidated damages.</p>	<p>\$500.00 for each day after the Cure Period and for each reported repair or replacement that CONTRACTOR fails to resolve, until each reported repair or replacement is resolved by CONTRACTOR.</p>
<p><b><u>Performance Process:</u></b> Any deviation from the upgrades and performance process outlined in <b>Section III, Subsection 4. – Changes and/or Upgrades</b> and <b>Exhibit B-2 (Inmate Communication Service Level Response Times)</b>. CONTRACTOR shall adhere to COUNTY'S performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications, which affect the scope under the Agreement.</p>	<p>\$300.00 per occurrence.</p>

2) The following subsections of **Section IV. – GENERAL TERMS**, shall be amended as follows:

**A. Section IV, Subsections 8. (RECORDS AND AUDIT)** is hereby amended to increase the time period requirement for CONTRACTOR is required to make records available. CONTRACTOR shall provide such records for a period of 5 years from the date of termination of this Agreement.

**B. Section IV, Subsection 9.** is hereby deleted in its entirety and replaced with the following:

**9. CONFIDENTIALITY:** Each party and its agents shall keep confidential any information it learns about the other's business operations during the performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall

cause all Agents to honor the provisions of this Section. CONTRACTOR may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. If COUNTY determines that it must disclose any information that CONTRACTOR previously identified as confidential, then it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such disclosure. CONTRACTOR shall have period of 5 calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with CONTRACTOR in any efforts to seek such a court order. COUNTY shall not disclose the information until the 5 day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified COUNTY that it will not seek such an order, or CONTRACTOR has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement. The obligations of this Section IV, Subsection 9 shall apply to any Designated Agent of either party. Such Designated Agent shall be required to not share information regarding business operations related to this Agreement with any other third party.

**C. Section IV, Subsection 12.** is hereby deleted in its entirety and replaced with the following:

**12. INDEMNIFICATION:**

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, contractors, suppliers, consultants, sub-consultants, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final

judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**D. Section IV, Subsection 13 (a)** is hereby amended by changing the notice period from 6 months to 90 days. COUNTY will have the right to terminate this Agreement without cause by giving 90 days prior written notice.

**E. Section IV, Subsection 15.,** is hereby deleted in its entirety and replaced with the following:

**15. NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
Assistant Sheriff  
Tulare County Sheriff's Office 833  
S. Akers St.  
Visalia, California 93277  
Phone No. 559-802-9440

**With a Copy To:**  
Captain of Detentions  
Tulare County Sheriff's Office  
833 S. Akers St.  
Visalia, California 93277  
Phone No. 559-802-9440

**CONTRACTOR:**  
Global Tel\*Link  
Attn. General Counsel  
3120 Fairview Park Drive, Suite 300  
Falls Church, VA 22042

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**F. Section IV, Subsection 27 – Monitoring and Recording,** is hereby added to this Agreement as follows:

**27. MONITORING AND RECORDING:** COUNTY agrees that CONTRACTOR has no responsibility to advise COUNTY with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to COUNTY by CONTRACTOR under the

Agreement, or compliance therewith. 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 monitoring and recording capabilities supplied through this Agreement. CONTRACTOR disclaims any responsibility to provide, and in fact has not provided, COUNTY any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. COUNTY shall be solely responsible for any liability, costs and expenses relating to any claims made against CONTRACTOR arising out of failure of COUNTY (or CONTRACTOR at the direction of COUNTY) to comply with such law, regulation or guideline. COUNTY acknowledges that all call detail records ("CDRs") and call recordings contained in the inmate telephone system equipment CONTRACTOR provides to COUNTY are the exclusive property of the COUNTY for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that CONTRACTOR shall have the right to use the CDRs and call recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

3) EXHIBIT A – SPECIFICATIONS BY FACILITY is hereby amended as follows:

**EXHIBIT A**  
**SPECIFICATIONS BY FACILITY**

Data Category	ADULT FACILITIES			
	Bob Wiley (BWDF)	Adult Pre-Trial (PTF)	Men's Correctional (MCF)	Main Jail (MJ)
Average Daily Population (ADP based upon 12 months of data)	670	367	258	262
Number of Beds	695	384	302	264
Inmate Telephone Use Availability	24/7	24/7	24/7	24/7
Call Time Limit (in minutes)	15	15	15	15
Inmate Telephones Required:	54	45	20	71
TDD Units and Associated Printers Required:	2	1	1	1
Yard Telephones Required:	8	4	3	N/A
Visitation Telephones Required:	31	N/A	N/A	24
Lobby Payphones Required:	2	2	2	1
Required Inmate Telephone Cord Length:	12"	12"	12"	12"
Data Category	JUVENILE FACILITIES		NEW FACILITIES	
	Youth Facility (YF)	Juvenile Detention (JDF)	South County (SCDF)	*MCF Addition
Average Daily Population (ADP based upon 12 months of data)	67	119	475	77
Number of Beds	120	210	525	88
Inmate Telephone Use Availability			24/7	
Call Time Limit (in minutes)	15	15	15	15
Inmate Telephones Required:	30	30	28	10
Inmate Roll Cart Telephones Required:	N/A	N/A	4	N/A
TDD Units and Associated Printers Required:	1	1	2	1
Visitation Telephones Required:	N/A	N/A	N/A	N/A
Lobby Payphones Required:	1	2	2	1
Required Inmate Telephone Cord Length:	12"	12"	12"	12"
Lobby Kiosks Required:	N/A	N/A	1	N/A
Intake Kiosks Required:	N/A	N/A	2	N/A

\*All specifications and/or information concerning the Men's Correctional Facility Addition (MCF Addition) are approximations. Tulare County Sheriff's Department will not be held accountable for any necessary changes required for the specifications/ information provided regarding this Facility in this Agreement. Equipment totals/requirements are subject to change.

- 4) **EXHIBIT A-1 – VIDEO VISITATION SYSTEM** is hereby deleted in its entirety and replaced with the attached Exhibit A-1 – Video Visitation System as follows:

**EXHIBIT A-1  
VIDEO VISITATION SYSTEM**

**1. RATES AND FEES**

- 1.1. Both parties herein mutually agree upon the Rates and Fees for Video Visitation as detailed in **Exhibit B-1 (Rates, Fees and Revenue Share)** of the Agreement. Before any new rate increases or decreases are implemented under this Agreement, CONTRACTOR must submit a written request to receive approval from COUNTY. COUNTY will respond in writing to CONTRACTOR'S request.
  - 1.1.1. If CONTRACTOR adjusts the rates or fees without the written approval of COUNTY or adjusts the rates in order to complete a video visitation session that would not have completed without CONTRACTOR'S adjustment to the rates, CONTRACTOR may incur liquidated damages as outlined in **Section III, Subsection 6 – Liquidated Damages**.
- 1.2. COUNTY, at its sole option, shall have the right to allow each inmate up to 2 free 30-minute video visitation sessions per week with the general public, which shall be provided in 30 minute increments or as determined by COUNTY.
- 1.3. CONTRACTOR shall provide the option for attorneys to schedule pre-paid video visitation sessions through Contractor.
- 1.4. Video visitation sessions with the Tulare County Public Defender's Office, the Tulare County Probation Office, and the Tulare County Child Welfare Services Agency shall be at no cost.
- 1.5. There will be no additional fees or other charges or costs incurred by COUNTY.
- 1.6. CONTRACTOR shall provide software updates as available.
- 1.7. Customer shall not be responsible for any costs associated with the VVS.
- 1.8. CONTRACTOR agrees to accommodate free video visitation sessions (when warranted and on a case-by-case basis) for end-user complaints/reports made to CONTRACTOR for issues with paid video visitation sessions, for the life of the Agreement based on industry standard measures.
- 1.9. COUNTY agrees to allow CONTRACTOR first right of refusal on installing CONTRACTOR'S Video Visitation Services in any new COUNTY facility built by COUNTY. Contract modifications or changes will be negotiated at the start of a new build. COUNTY agrees that it will pay for all wiring (electrical/fiber) for the new facilities and work with CONTRACTOR on the placement of the Video Visitation units.
- 1.10. CONTRACTOR will initiate repairs or replacement by a qualified technician as outlined in **Exhibit B-2 (Inmate Communication Service Level Response Times)** following notification of a service request or failure of the Video Visitation System at any of COUNTY'S facilities.



## 2. VVS REVENUE SHARE, PAYMENT, AND REPORTING

- 2.1. The Parties agree that CONTRACTOR shall not pay COUNTY any revenue share on the Video Visitation service for a period of one (1) year once paid video visitation has been implemented. This period commenced on December 30, 2018 and shall expire on December 29, 2019. After December 29, 2019, COUNTY shall receive a forty percent (40%) revenue share through April 30, 2020 and any renewal terms.
- 2.2. Revenue share shall be paid on all Gross Revenue generated from the Video Visitation service including but not limited to all remote video visitation sessions and all on-site revenue generating sessions. Video Visitation Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by CONTRACTOR and in any way connected to the provision of Video Visitation service. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges and fees added to the total cost to end-users for the completion of video visitation sessions or any other compensation received by CONTRACTOR for the completion of video visitation sessions.
- 2.3. Notwithstanding the foregoing, VVS Gross Revenue does not include the following items:
  - 2.3.1. A "Free" video visitation session is defined as a video visitation session not generating any revenue or compensation for CONTRACTOR. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for CONTRACTOR and shall not be eligible for revenue share to COUNTY.
  - 2.3.2. Only those visitors or inmates designated by COUNTY to process "Free" video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event CONTRACTOR receives revenue or compensation, notwithstanding the source, from any third party related to a completed free session, such revenue shall be included in Gross Revenue and eligible for revenue share to COUNTY. COUNTY reserves the right to enter a free end-user in the VVS as deemed appropriate by COUNTY and without the assistance of CONTRACTOR.
    - 2.3.2.1. In the event CONTRACTOR completes unauthorized free sessions, COUNTY may impose a liquidated damages as outlined in **Section III, Subsection 6 - Liquidated Damages**. COUNTY shall notify CONTRACTOR of any unauthorized free sessions.
  - 2.3.3. Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
- 2.4. CONTRACTOR shall absorb all costs of providing video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.
- 2.5. Any additional fees to be charged to visitors, added to the end user's bill/account/statement or paid by the inmate or end-user (including those associated with establishing/funding pre-paid and/or visitation accounts) for inmate video visitation sessions from the Facilities must be approved by COUNTY prior to implementation. Any charges/fees added to the end-user's bill/account statement or paid by the inmate or end-user without the express written consent of COUNTY may be subject to a fine as outlined in **Section III, Subsection 6 – Liquidated Damages**.
  - 2.5.1. COUNTY shall notify CONTRACTOR of any unapproved additional fees and/or charges of which COUNTY becomes aware.
  - 2.5.2. Should COUNTY and CONTRACTOR mutually agree that the charges/fees will remain, COUNTY and CONTRACTOR shall mutually agree on a method for compensation.
  - 2.5.3. Should COUNTY and CONTRACTOR mutually agree that the charges/fees are to be discontinued, CONTRACTOR shall refund each visitor for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

- 2.6. A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the remote video visitation session is scheduled and a connection is made by both parties.
- 2.7. Payments and reports for video visitation sessions are due to COUNTY on or before the 25<sup>th</sup> day of the month following the activity/session month.
- 2.8. CONTRACTOR shall provide monthly revenue share payments and traffic detail reports for the VVS as follows:
  - 2.8.1. Revenue share payments shall be sent via wire transfer or ACH.
  - 2.8.2. Traffic detail reports shall be sent electronically in an exploitable format such as Microsoft Excel.
- 2.9. Traffic detail reports for the VVS shall include a detailed breakdown of the activity for all video visitation sessions, including, but not limited to, charged and free sessions and for each inmate video visitation station at the Facilities. This requirement is applicable to any VVS equipment and/or feature(s) that may be installed by CONTRACTOR through its VVS. Traffic detail shall include, at a minimum, each of the following items for each inmate video visitation station broken down by charged and free:
  - 2.9.1. Facility Name;
  - 2.9.2. Facility Identification Number/Site Identification Number;
  - 2.9.3. Video Visitation Station Identifier;
  - 2.9.4. Video Visitation Station Location Name;
  - 2.9.5. Free Remote Video Visitation Sessions, Minutes, and Gross Revenue (Per Inmate Video Visitation Station);
  - 2.9.6. Charged Remote Video Visitation Sessions, Minutes, and Gross Revenue (Per Inmate Video Visitation Station);
  - 2.9.7. Total Remote Sessions and Minutes;
  - 2.9.8. Free Onsite Video Visitation Sessions, Minutes, and Gross Revenue (Per Inmate Video Visitation Station);
  - 2.9.9. Free Charged Video Visitation Sessions, Minutes, and Gross Revenue (Per Inmate Video Visitation Station);
  - 2.9.10. Total Onsite Video Visitation Sessions, Minutes, and Gross Revenue (Per Inmate Video Visitation Station);
  - 2.9.11. Revenue Share Rate (%);
  - 2.9.12. Total Video Visitation Sessions, Minutes, Gross Revenue, and Revenue Share (Per Inmate Video Visitation Station); and
  - 2.9.13. Video Visitation Period and Dates.
- 2.10. CONTRACTOR'S VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by COUNTY and CONTRACTOR.
- 2.11. The reports currently available in the VisManager System shall be available to COUNTY from all control workstations and remote access computers depending on the user's access level.
- 2.12. CONTRACTOR shall provide monthly miscellaneous charges/fees reports for the VVS to COUNTY no later than the 25<sup>th</sup> day of the month following the month of traffic.
- 2.13. The miscellaneous charges/fees report for VVS shall include a breakdown of all charges and fees applied to (without limitation) visits and accounts from the Facilities, including but not limited to: pre-paid funding fee(s), scheduling fee(s), etc. regardless of whether the charge/fee was assessed

directly by CONTRACTOR or a third party. The miscellaneous charges/fees report shall contain, without limitation, the following information:

- 2.13.1. Facility ID;
- 2.13.2. Date;
- 2.13.3. Video Visitation Station Identifier;
- 2.13.4. Visitor Name and ID;
- 2.13.5. Transaction Type;
- 2.13.6. Fee Type; and
- 2.13.7. Fee Amount.

- 2.14. Revenue share payments, VVS traffic detail reports, miscellaneous charges/fees reports or reports not containing the required fields, received by COUNTY after the date specified above are subject to late charges and/or fines as outlined in **Section 3, Subsection 6 – Liquidated Damages**.

### **3. VVS INSTALLATION REQUIREMENTS**

- 3.1. At no cost to COUNTY, CONTRACTOR shall install all new visitation stations and VVS related equipment as specified in **Exhibit A-2 (Video Visitation Deployment)**.
- 3.2. Video visitation stations shall not compromise COUNTY'S local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.
- 3.3. CONTRACTOR shall provide and install tamper-resistant, durable, and multifunctional video visitation stations suitable for a correctional environment.
  - 3.3.1. VVS stations shall have a stainless steel encasement, corrections-grade handset and lanyard, touch screen, built-in high-resolution camera, non-removable battery, and be powered by Power Over Ethernet (PoE). The cord length for the inmate video visitation station handsets is specified in **Exhibit A-2 (Video Visitation Deployment)**.
  - 3.3.2. The VVS stations shall not include any removable parts.
  - 3.3.3. The VVS stations shall include volume control.
  - 3.3.4. VVS stations shall include picture-in-picture viewing.
  - 3.3.5. The VVS must provide high quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
- 3.4. Upon the installation of the VVS, CONTRACTOR will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- 3.5. Upon completion of the initial installation and any ongoing installations, CONTRACTOR shall provide COUNTY with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
- 3.6. CONTRACTOR shall provide and install the number of VVS workstations specified in **Exhibit A-2 (Video Visitation Deployment)** for monitoring video visitation sessions from central control or as otherwise specified by COUNTY. Each workstation shall include a flat-screen HD capable monitor with 1080p resolution or greater and a minimum of a 40" screen size class or larger for the purpose of live monitoring VVS sessions.
- 3.7. CONTRACTOR shall be responsible for all costs associated with any additional wiring needed by COUNTY to ensure the power requirements are met for the VVS.

- 3.8. CONTRACTOR shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a video visitation station is replaced, or upon COUNTY'S request and at no cost to COUNTY.
- 3.9. Video visitation rate use flyers and/or additional video visitation related information shall be provided by CONTRACTOR upon COUNTY'S request and at no cost.
- 3.10. Upon mutual agreement of the Parties, at no cost to COUNTY, CONTRACTOR shall install additional video visitation stations (inmate and visitation), including monitoring and recording equipment, within 60 days of request. This includes newly constructed or expanded Facilities.
  - 3.10.1. If the installation of the additional video visitation stations is not completed within 60 days, CONTRACTOR may incur liquidated damages as outlined in **Section III, Subsection 6 – Liquidated Damages**. However, CONTRACTOR shall not incur liquidated damages if the cause of the delay is beyond CONTRACTOR'S reasonable control.

#### **4. VVS FEATURES AND FUNCTIONALITY**

##### **4.1. VVS General Requirements**

- 4.1.1. CONTRACTOR shall install video visitation stations at COUNTY'S Facilities, which shall include inmate/general population visitations stations, public visitation stations, and attorney visitation stations. CONTRACTOR shall install the number of stations indicated in **Exhibit A-2 (Video Visitation Deployment)**.
- 4.1.2. CONTRACTOR'S VVS shall provide both onsite video visitation sessions and remote video visitation sessions to the general public. All visits will be in accordance with the rules and regulations set forth by COUNTY.
- 4.1.3. The VVS shall consist of hardware and software designed to enable COUNTY to initiate, control, record, retrieve and monitor video visitation sessions.
- 4.1.4. The VVS shall provide all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, and inmate to attorney visits.
- 4.1.5. CONTRACTOR shall provide internet test capability to incoming remote video visitors.
- 4.1.6. CONTRACTOR is responsible for all power requirements, if any, needed for the VVS. CONTRACTOR shall be responsible for all costs associated with any additional wiring needed by COUNTY to ensure the power requirements are met for the VVS.
- 4.1.7. CONTRACTOR shall provide a portable video visitation solution for use in the segregated units. CONTRACTOR shall install the number of portable video units indicated in **Exhibit A-2 (Video Visitation Deployment)**.
- 4.1.8. The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
- 4.1.9. The VVS shall be capable of differentiating onsite and remote video visitation sessions. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
- 4.1.10. CONTRACTOR must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow COUNTY the same features

and functionalities, permitted by the user's level of access, available on a control workstation.

#### 4.2. VVS Registration and Scheduling

- 4.2.1. VVS shall provide a lobby kiosks to the public for registration, scheduling and payments. Kiosks shall have an ID card reader capable of reading magnetic-stripe or 3-D barcode for any state-issued ID. The ID data shall populate the VVS application with the date, date of birth, address and ID number of the visitor.
- 4.2.2. CONTRACTOR'S VVS shall require verification of the visitor's identity to begin the registration process and to schedule a visit.
- 4.2.3. VVS shall have the capability to set the age requirements for visitors during the registration process.
- 4.2.4. At a minimum, the VVS shall have the capability to capture, store and query the below listed information regarding end-users:
  - 4.2.4.1. State/Government Issued ID;
  - 4.2.4.2. Name;
  - 4.2.4.3. Date of Birth;
  - 4.2.4.4. Gender;
  - 4.2.4.5. Inmate Visited;
  - 4.2.4.6. Relationship to Inmate;
  - 4.2.4.7. Address (physical address); and
  - 4.2.4.8. Telephone Number.
- 4.2.5. The VVS shall require the general public to acknowledge and agree to the terms and conditions associated with COUNTY'S visitation policies as part of the registration process.
- 4.2.6. VVS shall have a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection in both English and Spanish.
- 4.2.7. The VVS shall have the capability to allow smart phone scheduling.
- 4.2.8. The VVS shall have the capability to allow COUNTY to schedule visits for a particular inmate, station, and date and time.
- 4.2.9. The VVS shall have the capability to configure a "no visitations" event with customizable durations for an inmate, station, station group, and/or housing unit.
- 4.2.10. CONTRACTOR'S VVS shall allow COUNTY to create the following restrictions with customizable durations:
  - 4.2.10.1. Restrict a visitor from visiting certain inmate(s);
  - 4.2.10.2. Restrict an inmate from visiting certain visitor(s);
  - 4.2.10.3. Restrict an inmate from visiting ALL visitors;
  - 4.2.10.4. Restrict a visitor from visiting ALL inmates; and
  - 4.2.10.5. Restrict an inmate from having remote video visits (onsite video visits only).

- 4.2.11. The VVS shall allow COUNTY to designate a visitor as being an attorney (or other professional) type of visitor.
- 4.2.12. CONTRACTOR shall allow COUNTY'S staff to schedule visits on behalf of visitors, either for onsite or remote video visits.
- 4.2.13. The VVS shall be configurable to allow different scheduling rules for COUNTY staff scheduling visits versus public scheduling remote video visits.
- 4.2.14. At no cost to COUNTY, the VVS shall be capable of tracking an inmate's housing unit assignments, movement and releases. VVS shall automatically attempt to reschedule all visits associated with and an inmate if the inmate's housing unit changes.
- 4.2.15. The VVS shall automatically cancel all visits associated with an inmate if the inmate is released.
- 4.2.16. The VVS scheduling feature shall be capable of managing and prevent scheduling conflicts for visitation sessions.
- 4.2.17. The VVS shall be capable of sending the general public an email and/or automated phone notification confirming the scheduled or canceled visit. In the event SMS/text notifications become available, CONTRACTOR shall incorporate the notifications feature at no cost to COUNTY.

#### **4.3. VVS Reporting and Tracking**

- 4.3.1. CONTRACTOR'S VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by COUNTY and CONTRACTOR. The reports shall be available to COUNTY from all remote access computers depending on the user's access level.
- 4.3.2. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - 4.3.2.1. Inmate ID number;
  - 4.3.2.2. Inmate name;
  - 4.3.2.3. Visitor name;
  - 4.3.2.4. Date and time of visit;
  - 4.3.2.5. Inmate video visitation station;
  - 4.3.2.6. Daily, weekly and monthly visit statistics.
- 4.3.3. The VVS must be capable of showing real time activity on the workstation to be provided by CONTRACTOR at no cost to COUNTY. The software included on the workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
  - 4.3.3.1. Create user accounts;
  - 4.3.3.2. Set user ID;
  - 4.3.3.3. Set/reset password;
  - 4.3.3.4. Capture the user's first, middle and last name;
  - 4.3.3.5. Manually terminate video visits;
  - 4.3.3.6. Report status of all video visits;
  - 4.3.3.7. Stop, pause and restart any running visit;
  - 4.3.3.8. Allow COUNTY to enter comments or add notes to a visit;
  - 4.3.3.9. Allow for station reassignment during any running visit;
  - 4.3.3.10. Allow for visitation time extension during any running visits;

- 4.3.3.11. Customize the number of visits displayed on the monitoring screen and the page rotation duration;
- 4.3.3.12. Designate a visitor as being an attorney (or other professional) type of visitor;
- 4.3.3.13. Review and edit visitor/inmate general information;
- 4.3.3.14. Review visitation history;
- 4.3.3.15. View and download visitation detail records and recordings;
- 4.3.3.16. Create, edit, and remove restrictions;
- 4.3.3.17. Create, edit, and remove events;
- 4.3.3.18. Create, edit, and remove approved visitors/inmates;
- 4.3.3.19. Allow authorized users to download, share and/or view recordings; and
- 4.3.3.20. Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

#### **4.4. VVS Monitoring, Recording and Data Requirements**

- 4.4.1. The VVS must be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS must have the capability to exclude those sessions.
- 4.4.2. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- 4.4.3. The VVS shall automatically start each video visit at the designated start time.
- 4.4.4. The VVS shall have the capability:
  - 4.4.4.1. To cancel a visit if the visitor does not check-in on time or after a set amount of time (which shall be configurable), and the visit will not count against the inmate's visitation quota.
  - 4.4.4.2. To automatically attempt to reconnect stations if connectivity is lost.
  - 4.4.4.3. To limit the number of simultaneous remote video visits.
  - 4.4.4.4. To limit the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
- 4.4.5. Authorized VVS users shall have the ability to mandate specific visits, visitors and/or inmates to be recorded.
- 4.4.6. The VVS shall store all video visitation sessions online for a minimum of 90 days.
- 4.4.7. The VVS must be able to shut down the VVS quickly and selectively allowing the COUNTY to shut down the VVS via a control workstation. Shutting down one or more stations shall not affect all VVS stations.
- 4.4.8. CONTRACTOR must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow COUNTY the same features and functionalities, permitted by the user's level of access, available on the control workstation.

5) **EXHIBIT A-2 – VIDEO VISITATION DEPLOYMENT** is hereby deleted in its entirety and replaced with the attached Exhibit A-2 – Video Visitation Deployment.

**Exhibit A-2**

**Video Visitation Deployment**

<b>EXISTING FACILITIES</b>				
<b>Data Category</b>	<b>Bob Wiley (BWDF)</b>	<b>Adult Pre-Trial (PTF)</b>	<b>Men's Correctional (MCF)</b>	<b>Main Jail (MJ)</b>
Video Visitation Units:	32	26	8	15
Video Visitation Roll Cart Units:	1	1	N/A	N/A
Mounting Backboards:	32	26	8	15
Backboard Cover Plates:	32	26	8	15
Lobby Kiosks (Registration & Scheduling):	N/A	1	N/A	1
ID Card Readers (included licenses):	N/A	1	N/A	1
VVS Control/Monitoring Workstations (PC):	2	2	2	2
<b>NEW FACILITIES</b>				
<b>Data Category</b>	<b>South County (SCDF)</b>	<b>MCF Addition</b>	<b>Reserved for Future Use</b>	
Inmate Video Visitation Stations Required:	33	<b>Space Intentionally Left Blank</b>		
Required VVS Cord Length (Inmate):	24"			
General Public Video Visitation Stations:	8			
Required VVS Cord Length (General Public):	24"			
Attorney Video Visitation Stations:	2			
Video Visitation Roll Cart Units:	4			
Lobby Kiosk (Registration & Scheduling):	1			
ID Card Reader (included licenses):	1			
Dual-Access (ITS & VVS) Control/Monitoring Workstations (PC):	5			



- 6) **EXHIBIT B-1 – CALLING RATES** is hereby deleted in its entirety and replaced with the following **EXHIBIT B-1 – RATES, FEES, and REVENUE SHARE:**

**EXHIBIT B-1  
RATES, FEES, and REVENUE SHARE**

<b>INMATE TELEPHONE CALLING RATES</b>		
<b>Call Type</b>	<b>Collect Per Minute Rate</b>	<b>Pre-Paid Collect/ Pre-Paid Cards &amp; Debit Per Minute Rate</b>
Local	\$0.32	\$0.32
Intralata/Intrastate	\$0.40	\$0.40
Interlata/Intrastate	\$0.40	\$0.40
Interlata/Interstate	\$0.25	\$0.21
Domestic International (US Territories)	\$0.25	\$0.21
International (Excluding US Territories)	N/A	See Exhibit B-1, Pages 2-6
<b>Revenue Share:</b>	<b>\$0.21 Per Minute</b>	
	Local, Intralata/Intrastate, Interlata/Intrastate and International calls (excludes Interstate)	
<b>Annual Signing Bonus:</b>	<b>\$50,000</b>	

<b>APPROVED FEES</b>	
<b>Fee Name</b>	<b>Amount</b>
Transaction Funding Fee (as defined in <b>Exhibit B Section II. ITS Revenue Share, Subsection F</b> ) for payment using automated payment method	\$3.00 per deposit
Transaction Funding Fee (as defined in <b>Exhibit B Section II. ITS Revenue Share, Subsection F</b> ) for payment using live operator	\$5.95 per deposit
Bill Statement Fee (as defined in <b>Exhibit B Section II. ITS Revenue Share, Subsection F</b> ) for paper bill/statement	\$2.00 per deposit
Third Party Transmitter Fee (as defined in <b>Exhibit B Section II. ITS Revenue Share, Subsection F</b> ) for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

<b>VVS RATES &amp; FEES</b>	
<b>Description</b>	<b>Per Minute Rate</b>
Remote Video Visitation Session	\$0.50
All Other Fees:	Not Allowed

**INTERNATIONAL CALLING RATES**

<b>Country</b>	<b>Rate/Minute</b>
Afghanistan	\$2.00
Albania	\$1.50
Algeria	\$1.00
Andorra	\$1.00
Angola	\$0.60
Anguilla	\$0.60
Antigua(Including Barbuda)	\$0.60
Argentina	\$0.60
Armenia	\$0.60
Aruba	\$0.60
Ascension Island	\$2.00
Australia	\$0.60
Austria	\$0.60
Azerbaijan	\$0.60
Bahamas	\$0.60
Bahrain	\$1.00
Bangladesh, People's Republic of	\$0.60
Barbados	\$0.60
Belarus	\$0.60
Belgium	\$0.60
Belize	\$0.60
Benin, Republic of	\$0.60
Bermuda	\$0.60
Bhutan	\$2.00
Bolivia	\$0.60
Bosnia-Herzegovina, Republic of	\$1.00
Botswana	\$0.60
Brazil	\$0.60
British Virgin Islands (Including Anegada, Camanoe Island, Guana Island, Jost Van Dyke, Little Thatch, Marina Cay, Mosquito Island, North Sound, Peter Island, Tortola and Virgin Gorda)	\$0.60
Brunei	\$1.00
Bulgaria	\$0.60
Burkina Faso	\$0.60
Burma (Myanmar)	\$3.00
Burundi	\$1.00
Cambodia	\$3.00
Cameroon	\$0.60
Canada	\$0.60
Cape Verde Islands	\$0.60
Cayman Islands	\$0.60
Central African Republic	\$1.50
Chad, Republic of	\$2.50
Chile	\$1.00
China, People's Republic of	\$0.60

Christmas & Cocos Islands	\$0.60
Colombia	\$0.60
Comoros, Federal and Islamic Republic of	\$2.00
Congo (Zaire), Dem Rep of	\$1.50
Congo, Republic of	\$1.50
Cook Islands	\$2.00
Costa Rica	\$0.50
Croatia, Republic of	\$1.00
Cuba	\$1.50
Cyprus	\$1.00
Czech Republic	\$1.00
Denmark	\$0.60
Diego Garcia	\$4.00
Djibouti, Republic of	\$1.00
Dominica	\$0.60
Dominican Republic	\$0.60
East Timor	\$2.00
Ecuador	\$0.60
Egypt, Arab Republic of	\$0.60
El Salvador	\$0.60
Equatorial Guinea, Republic of	\$3.00
Eritrea	\$0.60
Estonia	\$1.50
Ethiopia	\$0.60
Faeroe Islands	\$0.60
Falkland Islands	\$1.50
Federated States of Micronesia	\$1.00
Fiji Islands	\$1.50
Finland	\$0.60
France	\$0.60
French Antilles (Martinique, St. Barthelemy and St. Martin)	\$1.50
French Guiana	\$1.50
French Polynesia (Including the Islands of Moorea and Tahiti)	\$2.00
Gabon Republic	\$1.50
Gambia	\$1.00
Georgia	\$0.60
Germany	\$0.60
Ghana	\$0.60
Gibraltar	\$1.50
Greece	\$0.60
Greenland	\$0.60
Grenada (Including Carriacou)	\$0.60
Guadeloupe	\$1.00
Guantanamo (U.S. Naval Base)	\$2.50
Guatemala	\$0.60
Guinea, People's Revolutionary Republic	\$1.00
Guinea-Bissau	\$1.00

Guyana	\$0.60
Haiti	\$0.60
Honduras	\$0.60
Hong Kong	\$0.60
Hungary	\$0.60
Iceland	\$1.00
India	\$0.60
Indonesia	\$0.60
Iran	\$0.60
Iraq	\$0.60
Ireland	\$0.60
Israel	\$0.60
Italy	\$1.00
Ivory Coast, Republic of	\$1.00
Jamaica	\$0.60
Japan (Including Okinawa)	\$0.60
Jordan	\$0.60
Kazakhstan	\$1.00
Kenya, Republic of	\$0.60
Kiribati	\$1.50
Korea, North	\$3.00
Korea, South	\$0.60
Kuwait	\$0.60
Kyrgyzstan	\$1.50
Laos	\$3.00
Latvia	\$1.50
Lebanon	\$0.60
Lesotho	\$1.50
Liberia	\$1.00
Libyan Arab People's Socialist Jamahiriya	\$1.00
Liechtenstein	\$1.00
Lithuania	\$1.00
Luxembourg	\$0.60
Macao	\$1.50
Macedonia, Former Yugoslav Republic of	\$1.00
Madagascar, Democratic Republic of	\$3.00
Malawi	\$1.50
Malaysia	\$0.60
Maldives, Republic of	\$1.50
Mali, Republic of	\$0.60
Malta, Republic of	\$1.50
Marshall Islands	\$1.00
Mauritania, Islamic Republic of	\$1.50
Mauritius	\$2.00
Mayotte Island	\$3.00
Mexico Bands 1-3	\$0.60
Mexico Bands 4-8	\$0.60

Moldova	\$0.60
Monaco	\$1.00
Mongolian People's Republic	\$0.60
Montserrat	\$1.00
Morocco, Kingdom of	\$0.50
Mozambique	\$2.00
Myanmar	\$3.00
Namibia	\$1.50
Nauru	\$4.50
Nepal	\$0.60
Netherlands	\$0.60
Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten)	\$0.60
Nevis	\$1.00
New Caledonia	\$1.50
New Zealand (Including Chatham Island)	\$0.60
Nicaragua	\$0.60
Niger, Republic of	\$1.50
Nigeria, Federal Republic of	\$0.60
Niue	\$5.00
Norfolk Island	\$3.00
Norway (including Svalbard)	\$0.60
Oman	\$0.60
Pakistan	\$0.60
Palau, Republic of	\$1.50
Panama, Republic of	\$0.60
Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)	\$1.50
Paraguay	\$0.60
Peru	\$1.00
Philippines	\$0.60
Poland, People's Republic of	\$0.60
Portugal (Including Azores and Madeira Islands)	\$0.60
Qatar	\$1.50
Reunion Island	\$2.00
Romania, Socialist Republic of	\$0.60
Russia	\$0.60
Rwanda	\$0.60
San Marino	\$0.60
Sao Tome	\$3.00
Saudi Arabia	\$0.60
Senegal Republic	\$1.00
Seychelles Islands	\$1.50
Sierra Leone	\$1.00
Singapore, Republic of	\$0.60
Slovakia	\$1.00
Slovenia, Republic of	\$1.00
Solomon Islands	\$3.00
Somali Republic	\$2.00

South Africa, Republic of	\$0.60
Spain (Including Balearic Islands, Canary Islands, Ceuta and Melilla)	\$0.60
Sri Lanka, Democratic Socialist	\$0.60
St. Helena, Republic of	\$2.50
St. Kitts	\$0.60
St. Lucia	\$0.60
St. Pierre & Miquelon	\$1.50
St. Vincent and The Grenadines	\$0.60
Sudan	\$0.60
Suriname, Republic of	\$1.50
Swaziland	\$1.50
Sweden	\$0.60
Switzerland	\$1.00
Syrian Arab Republic	\$0.60
Taiwan	\$0.60
Tajikistan	\$1.00
Tanzania	\$1.00
Thailand	\$0.60
Togo, Republic of	\$0.60
Tonga Islands	\$1.50
Trinidad & Tobago	\$0.60
Tunisia, Democratic Republic of	\$1.00
Turkey	\$1.00
Turkmenistan	\$1.50
Turks & Caicos Islands	\$0.50
Tuvalu	\$2.00
Uganda	\$1.50
Ukraine	\$0.50
United Arab Emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah and Umm al Qaiwain)	\$0.60
United Kingdom (Including the Channel Islands, England, Isle of Man, Northern Ireland, Scotland and Wales)	\$0.60
Uruguay	\$0.60
Uzbekistan	\$0.60
Vanuatu, Republic of	\$4.00
Vatican City	\$0.60
Venezuela	\$1.00
Vietnam, Socialist Republic of	\$0.60
Wallis & Fortuna Islands	\$4.50
Western Samoa	\$1.00
Yemen, Republic of (Including Aden & Almahrah)	\$0.50
Yugoslavia, Federal Republic of	\$0.60
Zaire, Republic of	\$1.50
Zambia	\$1.50
Zimbabwe	\$1.00
InterLATA: Guam, Puerto Rico, Northern Marianna, American Samoa and US Virgin Islands are billed standard interstate rates.	

7) **Exhibit A-3 (Video Visitation Response Criteria)** is hereby deleted in its entirety and replaced with the following **Exhibit B-2 (Inmate Communication Service Level Response Times)**.

8) **EXHIBIT B-2 – INMATE COMMUNICATIONS SERVICE LEVEL RESPONSE TIMES** is hereby added in its entirety as follows:

**INMATE COMMUNICATION SERVICE LEVEL RESPONSE TIMES**

<b>Priority 1</b>	<p>50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions.</p> <ul style="list-style-type: none"> <li>• Response time is less than one (1) hour.</li> <li>• Resolution time is less than three (3) hours without site visit.</li> <li>• Resolution time is less than six (6) hours with a site visit.</li> </ul>
<b>Priority 2</b>	<p>25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business.</p> <ul style="list-style-type: none"> <li>• Response time is less than two (2) hours.</li> <li>• Resolution time is less than six (6) hours without site visit.</li> <li>• Resolution time is less than ten (10) hours with a site visit.</li> </ul>
<b>Priority 3</b>	<p>0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business.</p> <ul style="list-style-type: none"> <li>• Response time is less than two (2) hours.</li> <li>• Resolution time is less than six (6) hours without a site visit.</li> <li>• Resolution time is less than fourteen (14) hours with a site visit.</li> </ul>
<b>Priority 4</b>	<p>Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical.</p> <ul style="list-style-type: none"> <li>• Response time is less than four (4) business hours.</li> <li>• Resolution time is less than twenty-four (24) business hours' w/o site visit.</li> <li>• Resolution time is less than twenty-four (24) business hours with site visit.</li> </ul>

- 9) **EXHIBIT C – INSURANCE REQUIREMENTS** is hereby deleted in its entirety and replaced with the following **EXHIBIT C – INSURANCE REQUIREMENTS**.

**EXHIBIT C**  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

*CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.*

**A. Minimum Scope & Limits of Insurance**

1. **Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.**
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$3,000,000 per occurrence or claim, \$4,000,000 aggregate.

**B. Specific Provisions of the Certificate**

1. **If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.**
2. **CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:**
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a*



*waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the COUNTY.*

**3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.**

**C. Deductibles and Self-Insured Retentions**

*Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.*

**D. Acceptability of Insurance**

*Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.*

**E. Verification of Coverage**

*Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.*

- 10) Except as expressly modified by this Fourth Amendment, the provisions and conditions of the original Agreement are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment. This Fourth Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Fourth Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF**, and intending to be bound as of the Fourth Amendment Effective Date, each of the parties has caused this Fourth Amendment to be signed by its duly authorized representatives on the date(s) shown below.

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kuyler Crocker  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

Date: 8/21/19

By: [Signature]

TITLE: VP

Date: 8/21/19

By: [Signature]

TITLE: CFO

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel  
By: [Signature]  
Deputy 20191173

Date: 9/3/19