

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: SHERIFF

BOARD AGENDA # *B-12

Urgent

Routine

AGENDA DATE June 11, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract Amendment and Extension for Inmate Telephone Equipment and Related Services for Global Tel*Link (GTL), an Inmate Telephone Company

STAFF RECOMMENDATIONS:

1. Approve the contract amendment and extension for inmate telephone equipment and related services to Global Tel*Link (GTL)
2. Authorize the Sheriff to sign the contract amendment and associated documents with Global Tel*Link

FISCAL IMPACT:

This agreement does not require any contribution from the General Fund. Annually, approximately \$450,000 in revenue in the form of commission payments will be generated during the period the contract is in effect. All revenues generated by this contract will be deposited in the Inmate Welfare Fund as required by law, except those generated by Juvenile Hall which will be deposited in a corresponding fund for juveniles. For the Sheriff's Department, the revenue is expended based on recommendations made by the Inmate Welfare Committee for the benefit, education and welfare of the inmates confined
(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-276

On motion of Supervisor Monteith, Seconded by Supervisor Withrow,
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

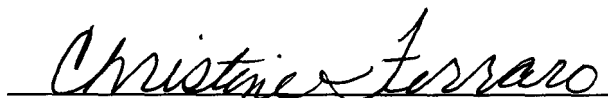
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Contract Amendment and Extension for Inmate Telephone Equipment and Related Services for Global Tel*Link (GTL), an Inmate Telephone Company

FISCAL IMPACT: (continued from page 1)

within Stanislaus County facilities. This revenue offsets the costs of Sheriff's personnel that provide these related services to inmates. The Probation Department utilizes this revenue to provide increased services to juveniles consistent with State requirements.

DISCUSSION:

On January 29, 2008, under Board Agenda Item B-8, the Board of Supervisors authorized the Sheriff to sign a five year contract for inmate telephone services. That agreement was signed with Global Tel*Link (GTL), and was for a period of five years with an automatic renewal for two additional one year terms.

The contract amendment and extension would provide for:

- Term now reads that it shall be effective for seven years, expiring on May 19, 2015 and may be extended on a month to month basis past the expiration date;
- Compensation now includes receipt of \$282,000 Historical True-up Payment within 10 days of final execution; and a commission increase from 54% to 65% effective April 26, 2013;
- Rates: Implementation of new calling rates/call time limit within 10 days of final execution;
- Payments and Reporting: Installation of new inmate telephone system platform within 60 days of final execution (to include automatic PINs and debit calling); and Discontinuation of \$500/month charge for call recordings upon execution;
- ITS Upgrade/Installation: Upgrade of the inmate telephone platform;
- Monitoring/Recording: The County will no longer be charged a monthly cost for the storage of call recordings.

This agenda item requests authorization from the Board for the Sheriff to sign a contract amendment and extension with Global Tel*Link (GTL), for an inmate telephone system, expiring May 19, 2015.

POLICY ISSUES:

This project furthers the Board's priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services. Approval of this action ensures that the County is in compliance with Penal Code Section 851.5 and California Code of Regulations Title 15, Section 1067.

Approval of a Contract Amendment and Extension for Inmate Telephone Equipment and Related Services for Global Tel*Link (GTL), an Inmate Telephone Company

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT INFORMATION:

Lieutenant Ronald Lloyd
209-525-5629

AMENDMENT 3
TO INMATE TELEPHONE SERVICE AGREEMENT

THIS AMENDMENT 3 (“Amendment 3”) has an effective date of **April 26, 2013** (“Effective Date”), and shall amend and revise that certain Inmate Telephone Service Agreement (the “Agreement”), executed on or about February 4, 2008, as amended, by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 (“Company”), and Stanislaus County Sheriff’s Department, with an address of 250 E. Hackett Road, Modesto, California 95358 (“Premise Provider”). Company and Premise Provider may be referred to herein individually as the “Party” and collectively as the “Parties.” All capitalized terms not defined herein shall have the definitions set forth in the Agreement. All changes to the Agreement shall apply to the period beginning as of the Effective Date except where specifically stated otherwise.

WHEREAS, Premise Provider and Company entered into an Inmate Telephone Service Agreement (“Agreement”) executed on February 4, 2008, in which Company agreed to install and operate inmate telephones and related Equipment at Premise Provider’s facilities.

WHEREAS, on or about March 14, 2008, the parties agreed to modify the Agreement as stated in the “First Addendum to Inmate Telephone Service Agreement,” incorporating into the Agreement, “Schedule B: Commission and Rate Proposal B”;

WHEREAS, on or about October 13, 2008, the parties agreed to modify the Agreement as stated in, “Addendum 1 To Inmate Telephone Service Agreement,” pertaining to pre-paid calling cards.

WHEREAS, Premise Provider and Company desire to clarify and modify the terms of the Agreement and its two prior Addendums in exchange for payment and other consideration, as further provided below.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. **“Term.** This Agreement shall be in effect for seven years, expiring on May 19, 2015 (the “Expiration Date”). Premise Provider may extend the Agreement on a month-to-month basis past the Expiration Date. This Agreement will not automatically renew.”

2. Paragraph 4 of the Agreement is hereby amended to read as follows:

4. **“Compensation.** A. Company shall pay Premise Provider commission (the “Commission”) calculated as sixty-five percent (65%) of all Gross Revenue generated by and through the inmate telephone system (“ITS”) including, but not limited to collect, debit and pre-paid inmate calls completed from the Inmate Telephone Equipment located at the facilities at the calling rates specified in Schedule B, “Calling Rates and Commission”. The revised Gross Revenue and revised Commission accrual start date shall be the Effective Date of this Amendment 3.

B. Company shall pay Commission on total Gross Revenue (as defined below) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, Local Exchange Carrier (LEC) adjustments, or any other Company expense. Company agrees that Premise Provider will not bear any responsibility for unbillable or uncollectible calls.

C. Any additional fees to be added to the called party’s bill or paid by the calling or called party, except for those described in Section E(v) below, (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from Premise Provider facilities must be approved by Premise Provider prior to implementation.

D. Any charges/fees (other than those described in Section E(v) below) added to the called party’s bill without the express written consent of Premise Provider shall incur a fine of three hundred and fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. Premise Provider shall notify Company of any unapproved additional fees and/or charges of which Premise Provider becomes

aware and shall provide Company with an invoice for the total fine due, for which Company shall remit payment to Premise Provider within thirty (30) days.

- (i) Should Premise Provider and Company mutually agree that the charges/fees will remain, Premise Provider and Company shall mutually agree on compensation.
- (ii) Should Premise Provider and Company mutually agree that the charges/fees are to be discontinued, Company shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

E. Gross Revenue. Gross Revenue consists of all compensation, earnings, gains, income, generated revenue, payment, proceeds or receipts paid to or received by Company that are in any way connected to the provision of service pursuant to the Agreement as modified and amended. Gross Revenue includes, by way of example and not limitation, all of the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Company generated as a result of this Agreement. Notwithstanding the foregoing, Gross Revenue does not include:

- (i) Pre-Paid Collect fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Company to accept calls. The amount of the pre-paid collect funding fee approved by Premise Provider is specified in Schedule B, "Calling Rates and Commission."
- (ii) Billing Statement fees. Billing statement fees are defined as fees tariffed by Company and charged to called parties for processing a collect call on a LEC telephone bill. The amount of the billing statement fee approved by Premise Provider is specified in Schedule B, "Calling Rates and Commission."
- (iii) Free calls. A "Free" call shall be defined as a call not generating any revenue or compensation for Company. Calls to telephone numbers that appear on the free call list supplied by Premise Provider, or that are completed pursuant to Section 23 C (3 free locals calls per PIN or as otherwise altered in accordance with that section) shall not generate revenue or compensation for Company and shall not be commissionable to Premise Provider. Only those numbers designated by Premise Provider on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Company receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Premise Provider. Premise Provider reserves the right to enter a free number in the ITS as deemed appropriate by Premise Provider and without the assistance of Company.
- (iv) Promotional calls are not commissioned to Premise Provider and shall be limited to five (5) per unique telephone number every seven (7) days. The frequency and/or duration of promotional calls shall be configurable at a frequency and/or duration acceptable to Premise Provider. Promotional calls shall clearly be designated as such in the call detail records.
- (v) Taxes, tax-related surcharges, required regulatory charges and any amount Company collects for, or pays to, third parties, including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs all of which are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental authority.

F. A call is deemed complete for purposes of calculating Gross Revenue when the called party accepts the call, or where the call is connected to a number that has been approved by the Premise Provider and the call recipient to receive billable calls through passive acceptance. The call shall be deemed complete and commissionable regardless if Company can bill or collect revenue on the call (except, for purposes of clarity, where the call is an authorized Free call).

G. Company agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided. It is expressly understood that Premise Provider is not responsible in any way, manner or form for any of Company's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Company's services.

H. Commission for pre-paid cards shall be based on the face value of the pre-paid cards purchased by Premise Provider. Commission shall be due to Premise Provider in the traffic month (defined by Company as the 26th of the previous month through the 25th of the current month) Premise Provider placed the pre-paid card order and is payable

under Paragraph 6, "Payment & Reporting" below. Company shall invoice Premise Provider for the full amount of the pre-paid cards purchased within fifteen (15) days of receipt of the pre-paid cards and Premise Provider shall pay invoiced amounts within thirty (30) days of delivery of the invoice. Upon a conversion of the inmate pre-paid system to a PIN debit system, or should Premise Provider cancel the pre-paid card services at the facilities, Company shall deactivate and refund to Premise Provider the amount of any unused pre-paid cards that remain unsold and have a full balance at the time of cancellation of the pre-paid card program.

I. Commission for debit calls shall be based upon total Gross Revenues generated from debit call usage and is payable under Paragraph 6, "Payment and Reporting." On the fifth (5th) day of the month following the month of traffic, Company shall submit a monthly invoice and corresponding Debit Purchase or Usage Report to Premise Provider for the full amount of the debit purchased or usage (less any issued refunds) for the prior traffic month.

J. Within ten (10) days following the last date of signature of this Amendment 3, Company shall pay Premise Provider the sum of Two Hundred and Eighty Two Thousand Dollars (\$282,000.00) as partial consideration for extending the Agreement until May 19, 2015."

3. **The "First Addendum to Inmate Telephone Service Agreement" dated on or about March 14, 2008, is hereby deemed void ab initio, and the Parties hereby clarify that the calling rates in that addendum shall not be made to apply to the period before the rates are changed in accordance with the terms of this Amendment 3. By no later than ten (10) calendar days following the last date of signature of this Amendment 3, the rates and fees for inmate telephone calls shall be as stated in the revised Paragraph 5 (and associated Schedule B) of the Agreement, which is hereby amended to read as follows:**

5. **"Rates.** A. Both parties have mutually agreed upon the rates and fees for inmate telephone calls as detailed in Schedule B, "Calling Rates and Commission". Calling rates are defined as the combined cost of surcharges, per minute rates and any additional fees charged to the called party or inmate, excluding taxes and regulatory charges. Any and all charges and/or fees for all collect, debit and pre-paid collect inmate telephone calls are identified in Schedule B, "Calling Rates and Commissions".

B. Before any new calling rate changes (increases or decreases) are implemented, Company must submit a written request to receive approval from Premise Provider. Premise Provider will respond in writing to Company's request.

(i) If Company decreases the calling rates without the written approval of Premise Provider, the Company shall be responsible for paying Commission on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.

(ii) If Company increases the calling rates without the written approval of Premise Provider, Company shall be responsible for paying Commission on the Gross Revenue calculated by applying the increased rates. Company must also issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to Premise Provider as documentation. Premise Provider will not issue a refund of Commission paid to Company for unapproved rate increases. If Company is unable to issue refunds and/or provide the required documentation, Company shall issue a payment to Premise Provider as concession. The payment amount shall be in the amount of Company's portion of the Gross Revenue generated from the overbilled calls.

C. Company shall implement any rate adjustments requested by Premise Provider within ten (10) calendar days of said request, subject to regulatory approval.

D. Company shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS (Duration Rounding). For calls where the duration is at least one (1) second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.

E. During the call rating process, Company shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using consistent accounting practices."

4. **"Addendum 1 To Inmate Telephone Service Agreement" executed on or about October 13, 2008, is hereby deemed void ab initio to the extent it established rates for prepaid card, and that such rates shall not be made to apply for the period prior to the rate change implemented by this Amendment 3. The remainder of that**

addendum is hereby deleted in its entirety and Paragraph 6 of the Agreement, is hereby amended to read as follows:

6. “Payment & Reporting. A. Company shall maintain records sufficient to permit proper determination of funds due to Premise Provider. Such records shall be made available to Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to Premise Provider, and shall not disclose such information to any party other than Premise Provider and Company, except through express, written consent of Premise Provider.

B. Commission Payment Delivery. On or before the 25th of the month following the traffic month, Company shall cause the Commission payment to be delivered via wire transfer. If a Commission payment is received by Premise Provider after the due date specified, Company shall pay Premise Provider a late charge of 5% of the amount due as liquidated damages, in lieu of actual damages, which represents a reasonable estimate of the expenses that Premise Provider will incur other than those excepted. The late charge is due and payable at the next Commission payment date. Company shall pay interest on all late Commission payments, late charges and any other additional compensation due to the Premise Provider. Interest shall accrue from the date following the date due at the rate of 10% per year.

C. Commission Discrepancies. Commission discrepancies must be resolved by Company within thirty (30) days of receipt of notification from Premise Provider and to Premise Provider’s reasonable satisfaction. If not resolved satisfactorily, a late charge as described above on the amount of the discrepancy will be due and payable to the Premise Provider and/or, at the sole discretion of Premise Provider, the Agreement may be terminated. Premise Provider further retains the right to pursue any other legal remedies it deems appropriate.

D. Report Delivery. On or before the 25th of the month following the traffic month, Company shall deliver electronically to Premise Provider the following reports: Traffic Detail Reports, Pre-Paid Card Orders Report, Call Detail Records, and Billing Files. The delivery of reports in the format described herein shall occur no later than July 25, 2013 (the Company shall in the interim supply reports in the format and with the content being supplied to Premise Provider as of the Effective Date). Each monthly report shall contain all the required fields and information. If any report required to be submitted pursuant to this Agreement is received by Premise Provider after the due date specified, or is incomplete in any respect, Company shall pay Premise Provider a late charge/fine of \$750.00 per month as liquidated damages, in lieu of actual damages, which represents a reasonable estimate of the expenses that Premise Provider will incur. If the Commission payment is late, reporting is late and/or reports do not contain the required fields, late charges/fines for all three shall apply.

E. Traffic Detail Reports. Company shall send Traffic Detail Reports to Premise Provider electronically in an exploitable format with full permissions to access data. Traffic Detail Reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid, and debit calls for each inmate telephone or inmate telephone station at Premise Provider facilities. Each Traffic Detail Report must include all of the following information fields:

- (a) Facility Name;
- (b) Facility Identification Number/Site Identification Number;
- (c) Facility Address (Street, City, State and Zip);
- (d) Automatic Number Identifier (ANI);
- (e) Inmate Telephone Station Port/Identifier;
- (f) Inmate Telephone Location Name;
- (g) Local Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (h) Intralata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (i) Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (j) Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (k) Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (l) International Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (m) Commission Rate (%);
- (n) Total Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (o) Traffic Period and Dates.

F. Pre-Paid Card Orders Report. Company shall supply a Pre-Paid Card Orders Report along with the Traffic Detail Report to include a detailed breakdown of all pre-paid card orders processed during the traffic month. Each Pre-Paid

Card Orders Report shall include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, Commission rate and Commission total.

G. Billing Files. Company shall provide Billing Files, in EMI format, containing all fields which are legally permitted to be released. The Billing Files shall be accompanied by a complete file map and complete field legend. The Billing Files shall include, without limitation, the below required fields. Additional fields may be shown if additional information is necessary.

- (a) Record ID;
- (b) Facility Name;
- (c) Facility ID;
- (d) From ANI;
- (e) To ANI;
- (f) Batch Number/ID;
- (g) Seconds;
- (h) Revenue Period;
- (i) Date (yyymmdd);
- (j) Connect Time (hhmmss);
- (k) Billable Time (mmmmss);
- (l) Multiple Rate Indicator;
- (m) Personal Identification Number Digits;
- (n) Originating City;
- (o) Originating State;
- (p) Bill City;
- (q) Bill State;
- (r) Billed Minutes of Use;
- (s) Rounded Bill Time Indicator;
- (t) Bill Number;
- (u) Call Type;
- (v) Settlement Code;
- (w) Charge Amount;
- (x) Additional Fees and Line Surcharges;
- (y) Specialized Calling Indicator;
- (z) Validation Indicator;
- (aa) Tax Exempt Indicator;
- (bb) Rate Period; and
- (cc) Rate Class.

H. Call Detail Records. Company shall provide monthly system platform raw Call Detail Records (CDRs) which shall contain all calls (both attempted and completed) which originate from Premise Provider facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the below required fields:

- (a) Facility Name;
- (b) Facility ID;
- (c) From ANI;
- (d) To ANI;
- (e) Batch Number/ID;
- (f) From City;
- (g) From State;
- (h) To City;
- (i) To State;
- (j) Station ID;
- (k) Phone Name or Location;
- (l) Inmate ID (if utilized at the Facility);

- (m) Personal Identification Number (if utilized at the Facility);
- (n) Pre-Paid Card ID (if utilized at the Facility);
- (o) Revenue Period;
- (p) Call Start (yymmdd; mmss);
- (q) Call End (yymmdd; mmss);
- (r) Seconds;
- (s) Call Type (e.g. local, etc.);
- (t) Bill Type (e.g. free, collect, etc.);
- (u) Cost (Call Amount);
- (v) Tax;
- (w) Validation Result;
- (x) Termination Reason;
- (y) LIDB Status; and
- (z) Completion Flag (Completion Status).

5. Paragraph 12 of the Agreement is hereby amended to read as follows:

12. “Defense and Indemnification.” A. To the fullest extent permitted by law, Company shall indemnify, hold harmless and defend Premise Provider and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys’ fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Company or Company’s officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of Premise Provider or its agents, officers and employees.

B. Company’s obligation to defend, indemnify and hold Premise Provider and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Company to procure and maintain a policy of insurance.”

6. Paragraph 23 is hereby added to the Agreement as follows:

“23. ITS Upgrade/Installation. A. Within sixty (60) days of the last date of signature of this Amendment 3, Company will upgrade the inmate telephone platform currently installed at Premise Provider facilities to the ICMv inmate telephone platform. Company shall submit an implementation plan that shall include an installation schedule. Upon approval by the Premise Provider, the implementation schedule shall become part of the Agreement. Premise Provider will provide Company with access to facilities as reasonably necessary to allow installation within the designated timeline.

B. As part of the upgrade to the ITS, Company will be required to establish an interface with Premise Provider’s jail management system (JMS) so that inmate PINs will be automatically transferred, activated and deactivated in the ITS based on the inmate’s custody status. The following requirements will apply relative to an interface:

- (a) A real-time or near real-time interface with data transfers at a mutually agreed upon frequency. At a minimum, the required data to be transferred is as follows:
 - Facility;
 - Inmate ID/PIN;
 - Inmate First and Last Name;
 - Inmate Housing Location;
 - Inmate Custody Status (i.e. active/inactive, etc.)

C. The ITS shall allow three (3) free fifteen (15) minute local telephone calls per inmate PIN from anywhere within Premise Provider facilities including intake/booking; the calls may be placed from a specific group of inmate telephones or a specific facility as specified by Premise Provider. The number of free local calls per PIN shall be configurable within the ITS user application to allow Premise Provider to increase the number of free calls per individual inmate PIN as required by law. Once the inmate has completed the specified number of free calls, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as Free in the ITS. Any Free calls processed in excess of that allowed by Premise Provider will be treated

as unauthorized free calls, considered commissionable to Premise Provider, and is payable under Paragraph 6 "Payment & Reporting".

D. Additionally and as part of the ITS upgrade, Company will be required to establish an interface with Premise Provider's current commissary provider for the ease of transferring money from the inmate's trust fund/commissary account to the inmate telephone system as well as return any remaining funds to the trust fund/commissary account upon the inmate's release.

E. Company shall cover all costs associated with the required JMS and commissary interfaces up to, and not to exceed, ten thousand dollars (\$10,000.00).

F. Failure to complete the installation on or before the timeframe allowed in the agreed-upon implementation plan may result in liquidated damages incurred by Company. Company and Premise Provider agree that it will be impracticable or extremely difficult to fix the actual value of damages to Premise Provider if any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan. Therefore, Company and Premise Provider agree that liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the installation date that the installation is not complete, represents the result of a reasonable endeavor by the Parties to estimate a fair and reasonable compensation to Premise Provider, and, as such, this amount is not intended to be a penalty in any manner whatsoever. However, Company shall not incur liquidated damages if the cause of the delay is beyond the Company's reasonable control. Should Company incur liquidated damages, Premise Provider will invoice Company. Payment of the invoice shall be made to Premise Provider within thirty (30) days of Company's receipt of the invoice, which may be emailed."

7. Paragraph 24 is hereby added to the Agreement as follows:

"24. Monitoring/Recording. A. Upon the execution of this Amendment 3, Company shall discontinue charging Premise Provider any monthly costs for the storage of call recordings. At no cost to Premise Provider, all call recordings shall be stored online for a minimum period of one (1) year and shall be stored offline for a period of two (2) years, including following the expiration of the Agreement and any Addendums/Amendments. All call detail records (CDRs), including records of all attempted and completed calls, shall be stored online for the life of the Agreement and stored offline for a minimum period of four (4) years following the expiration of the Agreement at no cost to Premise Provider. The system CDRs shall be stored in a minimum of three (3) locations to avoid any possibility of CDRs being lost at no cost to Premise Provider.

B. Any lost, unrecoverable, or un-useable recording(s) may result in liquidated damages incurred by Company. Company and Premise Provider agree that it will be impracticable or extremely difficult to fix the actual value of damages to Premise Provider if Premise Provider suffers one or more lost, unrecoverable, or un-useable recording(s). Therefore, Company and Premise Provider agree that liquidated damages of three hundred dollars (\$300.00) per each incident resulting in one or more lost, unrecoverable, or un-useable recording(s) represents the result of a reasonable endeavor by the Parties to estimate a fair and reasonable compensation to Premise Provider, and, as such, this amount is not intended to be a penalty in any manner whatsoever. Premise Provider agrees to notify Company of such incident and provide up to seven (7) days per incident for Company to recover the call recordings and up to seven (7) additional days to produce the recordings to Premise Provider. Company shall be notified of the total amount due via written notice from Premise Provider. Premise Provider will invoice Company and payment shall be due within thirty (30) days of Company's receipt of invoice.

C. Company acknowledges that the CDRs, call recordings, documentation, reports, data, etc. created in connection with this Agreement, and contained in the ITS are the property of Premise Provider. Premise Provider acknowledges the ITS hardware and software are the property of Company. Following the completion of ITS Upgrade/Installation as detailed in Paragraph 23 and at no cost to Premise Provider, Company shall continue to maintain the workstations provided upon initial installation; the number of workstations provided is detailed in Exhibit A "Facility Specifications". Workstations shall provide dual access to Premise Provider's inmate call recordings and CDRs created through the de-installed ITS and the upgraded ITS. Workstations shall become the property of Premise Provider after expiration, cancellation or termination of the Agreement to allow Premise Provider access to all Premise Provider CDRs, call recordings, documentation, reports, data, etc. contained in the ITS. If Company's workstations require internet access for the purpose of accessing the ITS, Company shall be responsible for the provision of the required internet access."

8. Paragraph 25 is hereby added to the Agreement as follows:

“25. General Maintenance. A. Company shall respond to repair requests from Premise Provider by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis. Repairs or replacement of nonworking or damaged Equipment or software shall be started by a qualified technician within four (4) hours (if Company personnel are provided immediate access to the affected area(s) when repairs cannot be addressed remotely) following notification of a service request or ITS failure. Company must exhibit to Premise Provider a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. Premise Provider shall be notified of progress and/or delays in progress until the problems are resolved. Company shall notify Premise Provider any time a technician will be dispatched to Premise Provider facilities and prior to the technician’s arrival. In addition, Company agrees to accept Premise Provider’s direction of requests for additional repairs and maintenance of inmate telephones and related Equipment and at no cost to Premise Provider.

B. At no cost to Premise Provider, Company shall install additional inmate telephones and related Equipment as well as monitoring and recording Equipment as needed, within forty-five (45) days of request. This includes newly constructed or expanded facilities. Failure to complete installation of additional inmate telephones within forty-five (45) days may result in liquidated damages incurred by Company. Company and Premise Provider agree that it will be impracticable or extremely difficult to fix the actual value of damages to Premise Provider if the installation of the additional inmate telephones is not completed within forty-five (45) days. Therefore, Company and Premise Provider agree that liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the forty-five (45) day installation date that the installation is incomplete, represents the result of a reasonable endeavor by the Parties to estimate a fair and reasonable compensation to Premise Provider, and, as such, this amount is not intended to be a penalty in any manner whatsoever. However, Company shall not incur liquidated damages if the cause of the delay is beyond the Company’s reasonable control. Should Company incur liquidated damages, Premise Provider will invoice Company. Payment of the invoice shall be made to Premise Provider within thirty (30) days of Company’s receipt of the invoice.”

9. Paragraph 26 hereby added to the Agreement as follows:

“26. Designated Agent. Premise Provider may engage third party consultants in the conduct of the day-to-day operations of the inmate telephone system. If a consultant or agent (“Designated Agent”) is engaged, the Company will cooperate with the Designated Agent as directed by the Premise Provider.”

10. Exhibit A “Facility Specifications” of the Agreement is hereby amended and attached hereto. The revised Exhibit lists both, existing equipment and services that Company has supplied, and new equipment and services that Company will supply in connection with this Amendment 3.

11. Schedule B “Calling Rates and Commissions” is hereby amended and attached hereto.


12. For the avoidance of doubt, the Parties hereby confirm agree that except for the most recent month’s commission payment, which will be paid in due course, there are no outstanding amounts or monies owed by Company to Premise Provider as of the Effective Date of this Amendment 3, whether as a Commission or otherwise.

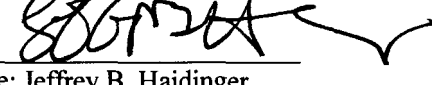
13. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premise Provider. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as expressly modified by this Amendment 3, the provisions and conditions of the original Agreement are unchanged and shall remain in full force and effect. The Agreement, as expressly amended by this Amendment 3, 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. Upon execution of this Amendment 3, the Agreement documents shall consist of the Inmate Telephone Service Agreement executed on or about February 4, 2008, this Amendment 3, and the attached Exhibit “A” and Schedule “B”. No prior addendums, amendments or modifications survive execution of this Amendment 3.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment 3 as of the date first written above.

Premise Provider:
Stanislaus County Sheriff's Department

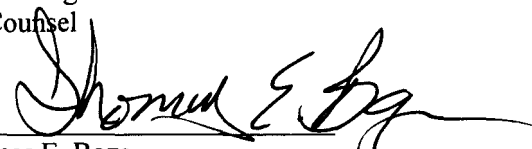
Company:
Global Tel*Link Corporation

By: 
Name: Adam Christianson
Title: Sheriff-Coroner
Date:

By: 
Name: Jeffrey B. Haidinger
Title: President and COO
Date: 5/13/13

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze



**EXHIBIT A
FACILITY SPECIFICATIONS**

Facility Names and Addresses:

Stanislaus County Men's Jail
1115 H Street
Modesto, CA 95354

Stanislaus County Honor Farm
8224 West Grayson Road
Modesto, CA 95363

Stanislaus County Public Safety Center
200 East Hackett Road
Modesto, CA 95358

Stanislaus County Juvenile Hall
2215 Blue Gum Avenue
Modesto, CA 95358

Actual on-site Equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment/Services

- One (1) ICMv Inmate Phone Platform installed at each Facility
- Implement Inmate PIN application via JMS at each Facility
- Implement Debit via Commissary at each Facility
- One (1) Inmate Debit Release Card system at each Facility

Men's Jail	
Hours of Availability for Inmate Telephones:	24/7
Call Time Limit:	30 minutes
Inmate Telephones Required:	40
Required Telephone Cord Length (Inmate Telephones):	18"
Portable/Cart Phones Required:	7
Required Cord Length of Portable/Cart Phone Extension Cord:	50'
Required Cord Length of Portable/Cart Phone Handset Cord:	24"
TDD Units and Associated Printers Required:	3
Workstations Required:	2

Public Safety Center	
Hours of Availability for Inmate Telephones:	8:00AM-10:00PM
Call Time Limit:	30 minutes
Inmate Telephones Required:	58
Required Inmate Telephone Cord Length:	18"
Pedestals Required:	25
TDD Units and Associated Printers Required:	7
Workstations Required:	1

Honor Farm	
Hours of Availability for Inmate Telephones:	8:00AM-10:00PM
Call Time Limit:	30 minutes
Inmate Telephones Required:	12
Required Telephone Cord Length (Inmate Telephones):	18"
Pedestals Required:	5
TDD Units and Associated Printers Required:	1
Workstations Required:	1

Note: A new 192-bed facility is under construction to replace the Honor Farm and is expected to be completed by September 2013. The facility will require sixteen (16) inmate telephones, four (4) of which will be located outdoors.

Juvenile Hall	
Hours of Availability for Inmate Telephones:	6:30PM – 10PM*
Call Time Limit:	15 minutes
Inmate Telephones Required:	15
Required Telephone Cord Length (Inmate Telephones):	18"
Pedestals Required:	2 (3 phones per pedestal)
TDD Units and Associated Printers Required:	1
Workstations Required:	1

*Weekends and Holidays—various times throughout the day depending on programming

Note: An additional juvenile facility (Juvenile Camp) with an expected completion in Spring of 2013 will require ten (10) phones.

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**SCHEDULE B
CALLING RATES AND COMMISSIONS**

	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$2.22	\$0.11	\$2.00	\$0.10	\$2.00	\$0.10
Intralata/Intrastate	\$2.85	\$0.11	\$2.75	\$0.10	\$2.75	\$0.10
Interlata/Intrastate	\$3.22	\$0.47	\$2.90	\$0.42	\$2.90	\$0.42
Interlata/Interstate	\$3.70	\$0.64	\$3.33	\$0.58	\$3.33	\$0.58
International	n/a	n/a	See Attached International Calling Rate Table			

Bill Statement Fee: \$2.89

Pre-Paid Collect Fees: \$0.00 Account Set-Up Fee
\$6.25 Funding Fee for Pre-Paid Collect Deposits (per deposit)
\$0.00 Refund/Account Close-Out Fee

Commission Rate: 65.0%

GTL INTERNATIONAL CALLING RATES 2006

COUNTRY CODE	COUNTRY	PER MINUTE RATE
93	AFGHANISTAN	\$4.00
355	ALBANIA	\$2.00
213	ALGERIA	\$2.00
684	AMERICAN SAMOA	\$2.00
376	ANDORRA	\$1.25
244	ANGOLA (REPUBLIC OF)	\$2.50
54	ARGENTINE REPUBLIC	\$2.00
374	ARMENIA (REPUBLIC OF)	\$2.00
297	ARUBA	\$2.00
247	ASCENSION	\$3.00
61	AUSTRALIA	\$1.25
43	AUSTRIA	\$1.25
994	AZERBAIJANI REPUBLIC	\$2.00
973	BAHRAIN (STATE OF)	\$2.00
880	BANGLADESH (PEOPLE'S REPUBLIC OF)	\$2.50
375	BELARUS (REPUBLIC OF)	\$2.00
32	BELGIUM	\$1.25
501	BELIZE	\$2.00
229	BENIN (REPUBLIC OF)	\$2.00
441	BERMUDA	\$2.50
975	BHUTAN (KINGDOM OF)	\$3.00
591	BOLIVIA (REPUBLIC OF)	\$2.00
387	BOSNIA AND HERZEGOVINA (REPUBLIC OF)	\$2.00
267	BOTSWANA (REPUBLIC OF)	\$2.00
55	BRAZIL (FEDERATIVE REPUBLIC OF)	\$2.00
284	BRITISH VIRGIN ISLANDS	\$2.00
673	BRUNEI DARUSSALAM	\$2.00
359	BULGARIA (REPUBLIC OF)	\$2.00
226	BURKINA FASO	\$2.50
257	BURUNDI (REPUBLIC OF)	\$3.00
855	CAMBODIA (KINGDOM OF)	\$3.50
237	CAMEROON (REPUBLIC OF)	\$2.50
238	CAPE VERDE (REPUBLIC OF)	\$2.50
345	CAYMAN ISLANDS	\$2.00
236	CENTRAL AFRICAN REPUBLIC	\$3.00
235	CHAD (REPUBLIC OF)	\$4.00
56	CHILE	\$1.25
86	CHINA (PEOPLE'S (REPUBLIC OF)	\$2.00
672	CHRISTMAS & COCOAS (AUSTRALIAN EXTERNAL TERRI	\$2.50
57	COLOMBIA (REPUBLIC OF)	\$2.00
242	CONGO (REPUBLIC OF THE)	\$2.00
242	CONGO (REPUBLIC OF THE)	\$2.50
682	COOK ISLANDS	\$4.00

506	COSTA RICA	\$2.00
385	CROATIA (REPUBLIC OF)	\$2.00
357	CYPRUS (REPUBLIC OF)	\$2.00
246	DIEGO GARCIA	\$3.00
253	DJIBOUTI (REPUBLIC OF)	\$2.50
809	DOMINICAN REP	\$2.00
593	ECUADOR	\$2.00
20	EGYPT (ARAB REPUBLIC OF)	\$2.00
503	EL SALVADOR (REPUBLIC OF)	\$2.00
240	EQUATORIAL GUINEA (REPUBLIC OF)	\$4.00
291	ERITREA	\$3.00
372	ESTONIA (REPUBLIC OF)	\$2.00
251	ETHIOPIA (FEDERAL DEMOCRATIC REPUBLIC OF)	\$3.00
298	FAREOE ISLANDS (DENMARK)	\$2.00
679	FIJI (REPUBLIC OF)	\$2.50
358	FINLAND	\$1.25
594	FRENCH GUIANA	\$2.00
689	FRENCH POLYNESIA (TERRITOIRE FRANÇAISE D'OUTR	\$3.00
241	GABONESE REPUBLIC	\$2.50
220	GAMBIA (REPUBLIC OF THE)	\$2.00
995	GEORGIA	\$2.50
49	GERMANY (FEDERAL REPUBLIC OF)	\$1.25
233	GHANA	\$2.00
350	GIBRALTER	\$2.00
30	GREECE	\$1.25
299	GREENLAND (DENMARK)	\$2.50
473	GRENADA	\$2.00
590	GUADELOUPE (FRENCH DEPARTMENT OF)	\$2.00
53	GUANTANAMO/CUBA	\$2.00
502	GUATEMALA (REPUBLIC OF)	\$2.00
224	GUINEA (REPUBLIC OF)	\$2.50
245	GUINEA-BISSAU (REPUBLIC OF)	\$2.50
592	GUYANA	\$2.50
509	HAITI (REPUBLIC OF)	\$2.50
504	HONDURAS (REPUBLIC OF)	\$2.50
852	HONG KONG	\$1.25
36	HUNGARY (REPUBLIC OF)	\$2.00
354	ICELAND	\$2.00
91	INDIA (REPUBLIC OF)	\$2.50
62	INDONESIA (REPUBLIC OF)	\$2.00
871	INMARSAT (ATLANTIC OCEAN-EAST)	\$25.00
874	INMARSAT (ATLANTIC OCEAN-WEST)	\$25.00
873	INMARSAT (INDIAN OCEAN)	\$25.00
872	INMARSAT (PACIFIC OCEAN)	\$25.00
964	IRAQ (REPUBLIC OF)	\$3.00
353	IRELAND	\$1.25

98	ISLAMIC REPUBLIC OF IRAQ	\$3.00
972	ISRAEL (STATE OF)	\$1.25
39	ITALY/VATICAN CITY	\$1.25
225	IVORY COAST (COTE D' IVOIRE)	\$3.00
876	JAMAICA	\$2.00
81	JAPAN	\$1.25
962	JORDAN (HASHEMITE KINGDOM OF)	\$2.50
254	KENYA (REPUBLIC OF)	\$2.00
686	KIRIBATI/KIRGHZIA	\$3.00
850	KOREA - NORTH	\$3.00
82	KOREA -SOUTH	\$1.25
965	KUWAIT (STATE OF)	\$2.50
856	LAO PEOPLE'S DEMOCRATIC REPUBLIC	\$3.50
371	LATVIA (REPUBLIC OF)	\$2.00
961	LEBANON	\$2.50
266	LESOTHO (KINGDOM OF)	\$2.00
231	LIBERIA (REPUBLIC OF)	\$2.00
218	LIBYA (SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIR	\$2.00
370	LITHUANIA (REPUBLIC OF)	\$2.00
352	LUXEMBOURG	\$1.25
853	MACAU	\$2.00
389	MACEDONIA	\$2.00
261	MADAGASCAR (REPUBLIC OF)	\$3.00
265	MALAWI	\$2.00
60	MALAYSIA	\$2.00
960	MALDIVES (REPUBLIC OF)	\$3.00
223	MALI (REPUBLIC OF)	\$3.00
356	MALTA	\$2.00
500	MALVINAS (FALKLAND ISLAND)	\$3.00
692	MARSHALL ISLANDS (REPUBLIC OF THE)	\$2.50
596	MARTINIQUE/FRENCH ANTILLES	\$2.00
222	MAURITANIA (ISLAMIC REPUBLIC OF)	\$2.50
230	MAURITIUS (REPUBLIC OF)	\$3.00
269	MAYOTTE ISLAND/COMOROS	\$3.00
52	MEXICO BAND 3	\$1.25
691	MICRONESIA (FEDERATED STATES OF)	\$2.50
808	MIDWAY ISLAND	\$2.00
373	MOLDOVA (REPUBLIC OF)	\$2.00
377	MONACO (PRINCIPALITY OF)	\$1.25
33	MONACO/FRANCE	\$2.00
976	MONGOLIA	\$3.50
664	MONTSERRAT	\$2.00
212	MOROCCO (KINGDOM OF)	\$2.50
258	MOZAMBIQUE (REPUBLIC OF)	\$2.50
95	MYANMAR/BURMA	\$3.00
264	NAMIBIA (REPUBLIC OF)	\$2.00

674	NAURU (REPUBLIC OF)	\$3.00
977	NEPAL	\$3.00
31	NETHERLANDS (KINGDOM OF THE)	\$1.25
599	NETHERLANDS ANTILLES	\$2.00
687	NEW CALEDONIA (TERRITOIRE FRANÇAISE D'OUTRE-M	\$2.50
64	NEW ZEALAND	\$1.25
505	NICARAGUA	\$2.00
227	NIGER (REPUBLIC OF THE)	\$2.50
234	NIGERIA (FEDERAL REPUBLIC OF)	\$2.50
683	NIUE	\$4.00
670	NO MARIANA ISLANDS	\$2.00
671	NORFOLK ISLAND (AUSTRALIAN EXTERNAL TERRITORI	\$1.25
47	NORWAY	\$2.00
92	PAKISTAN (ISLAMIC REPUBLIC OF)	\$2.50
680	PALAU (REPUBLIC OF)	\$3.00
45	PALM ISLAND/DENMARK	\$1.25
507	PANAMA (REPUBLIC OF)	\$2.50
675	PAPUA NEW GUINEA	\$2.00
595	PARAGUAY (REPUBLIC OF)	\$2.00
51	PERU	\$2.00
63	PHILIPPINES (REPUBLIC OF THE)	\$2.00
48	POLAND (REPUBLIC OF)	\$2.00
351	PORTUGAL/MADERA/AZORES	\$1.25
974	QATAR (STATE OF)	\$2.50
262	REUNION (FRENCH DEPARTMENT OF)	\$3.00
40	ROMANIA	\$2.00
7	RUSSIA	\$2.00
250	RWANDESE REPUBLIC	\$4.00
378	SAN MARINO (REPUBLIC OF)	\$2.00
239	SAO TOME AND PRINÇIPE (DEMOCRATIC REPUBLIC OF	\$4.00
966	SAUDI ARABIA (KINGDOM OF)	\$2.50
221	SENEGAL (REPUBLIC OF)	\$3.00
248	SEYCHELLES (REPUBLIC OF)	\$3.00
232	SIERRA LEONE	\$2.50
65	SINGAPORE (REPUBLIC OF)	\$1.25
42	SLOVAKIA/CZECH REPUBLIC	\$2.00
386	SLOVENIA (REPUBLIC OF)	\$1.25
677	SOLOMON ISLANDS	\$3.00
252	SOMALI DEMOCRATIC REPUBLIC	\$3.00
27	SOUTH AFRICA (REPUBLIC OF)	\$2.00
34	SPAIN/BALERIC ISLANDS/CANARY ISLANDS	\$1.25
94	SRI LANKA (DEMOCRATIC SOCIALIST REPUBLIC OF)	\$2.50
290	ST HELENA	\$3.00
869	ST KITTS/NEVIS	\$2.00
508	ST PIERRE/MIQUELON	\$2.00
249	SUDAN (REPUBLIC OF THE)	\$2.50

968	SULTANATE OF OMAN	\$2.50
597	SURINAME	\$3.00
268	SWAZILAND (KINGDOM OF)	\$2.00
46	SWEDEN	\$1.25
41	SWITZERLAND/LIECHTENSTEIN	\$2.00
963	SYRIAN ARAB REPUBLIC	\$2.50
886	TAIWAN	\$1.25
255	TANZANIA (UNITED REPUBLIC OF)	\$2.50
66	THAILAND	\$2.00
228	TOGOLESE REPUBLIC	\$2.50
676	TONGA (KINGDOM OF)	\$3.00
868	TRINIDAD/TABAGO	\$2.00
216	TUNISIA	\$2.50
90	TURKEY	\$2.00
993	TURKMENISTAN	\$2.00
996	TURKMENISTAN	\$2.50
649	TURKS/CAICOS	\$2.00
688	TUVALU	\$3.00
256	UGANDA (REPUBLIC OF)	\$2.00
380	UKRAINE	\$2.00
971	UNITED ARAB EMIRATES (UAE)	\$2.50
44	UNITED KINGDOM OF GREAT BRITAIN & NORTHERN IR	\$2.50
598	URUGUAY (EASTERN REPUBLIC OF)	\$2.00
340	US VIRGIN ISLANDS	\$1.25
998	UZBEKISTAN (REPUBLIC OF)	\$2.00
678	VANUATU (REPUBLIC OF)	\$3.00
58	VENEZUELA (REPUBLIC OF)	\$2.50
84	VIET NAM (SOCIALIST REPUBLIC OF)	\$3.00
681	WALLIS & FUTUNA (TERRITOIRE FRANÇAISE D'OUTRE	\$2.00
685	WESTERN SAMOA (INDEPENDENT STATE OF)	\$2.50
967	YEMEN (ARAB REPUBLIC)	\$2.50
381	YUGOSLAVIA & SERBIA (FEDERAL REPUBLIC OF)	\$2.00
243	ZAIRE (REPUBLIC OF)	\$2.50
260	ZAMBIA (REPUBLIC OF)	\$2.00
263	ZIMBABWE (REPUBLIC OF)	\$2.00

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