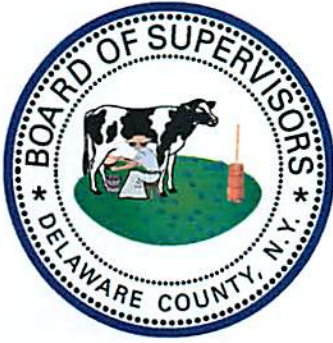


DELAWARE COUNTY CONTRACT



**DELAWARE COUNTY
BOARD OF SUPERVISORS**

**Senator Charles D. Cook County Office Building
111 Main Street, Suite 1
Delhi, New York 13753**

**Telephone: 607-832-5110
Fax: 607-832-6011**

**Tina B. Molé, Chairman
Christa M. Schafer, Clerk**

March 26, 2020

George Dahlbender
DIN 01A0341
Green Haven Correctional Facility
PO Box 4000
Stormville, NY 12582-4000

RE: FOIL 0018-2020

Dear Mr. Dahlbender:

This letter is in response to your Freedom of Information letter requesting records.

Please be advised copies of the contracts are available and will be forwarded upon receipt of a check or money order made payable to the Delaware County General Fund in the amount of \$1.75 (5 pages plus postage).

Sincerely,

Christa M. Schafer
Records Access Officer

AMENDMENT TO INMATE TELEPHONE SERVICE AGREEMENT

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICE AGREEMENT (“Amendment”) takes effect as of the date of last signature below, and amends and revises that certain INMATE TELEPHONE SERVICE AGREEMENT (the “Agreement”), dated October 13, 2015, as amended, by and between Delaware County Jail, located at 280 Phoebe Lane, Suite 1, Delhi, New York, 13753 (“Premise Provider”) and Global Tel*Link Corporation, an Idaho corporation having its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 (“Company”). Company and Premise Provider may be referred to herein individually as the “Party” and collectively as the “Parties.” All capitalized terms not defined herein have the definitions provided in the Agreement.

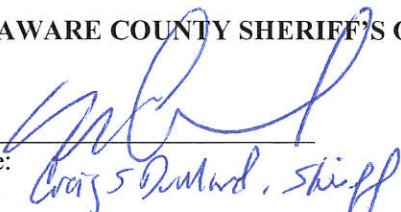
WHEREAS, the Parties would like to revise the term as outlined below and complete changes to equipment as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

1. Effective upon full execution of this Amendment (the “Effective Date), the Parties agree that the Agreement shall be extended for three (3) additional years, terminating on October 13, 2023.
2. Company agrees to provide Premise Provider with tablets in accordance with the attached Service Schedule for Enhanced Services IP Enabled Tablets.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of Premise Provider or Company thereunder, and the Agreement remains in full force and effect.
4. 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 will control.

AGREED TO:

DELAWARE COUNTY SHERIFF'S OFFICE

By: 
Name: Craig S. Daulton, Sheriff
Title: Craig S. Daulton, Sheriff
Date: 11/15/2019

GLOBAL TEL*LINK CORPORATION

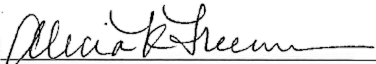
By: 
Name: Alicia K. Freeman
Title: VP Contracts & Procurement
Date: 12/23/19

EXHIBIT A
Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the Customer’s location (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s).

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:
 - i. **Content.** Company will make available certain content through the Tablets, including music, games, eBooks (“Content”). Company reserves the right to add, alter or discontinue any Content.
 - ii. **Video Visitation.** Remote video visitation with sixty (60) days online recording storage.

- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required.
- iv. Inmate Accounts. Paid Tablet access may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Access: \$0.05 per minute
- c. Video Visitation Services: \$0.25 per minute
- d. Replacement Headsets or Earbuds: \$4.00

8. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider 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 the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider will be solely responsible for any liability relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.
- c. **Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

AMENDMENT TO INMATE TELEPHONE SERVICE AGREEMENT

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICE AGREEMENT ("Amendment") takes effect as of the date of last signature below, and amends and revises that certain INMATE TELEPHONE SERVICE AGREEMENT (the "Agreement"), dated October 13, 2015, as amended, by and between Delaware County Jail, located at 280 Phoebe Lane, Suite 1, Delhi, New York, 13753 ("Premise Provider") and Global Tel*Link Corporation, an Idaho corporation having its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company"). Company and Premise Provider may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS, the Parties would like to revise the term as outlined below and complete changes to equipment as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

1. The Parties agree to (a) increase the phone commission from fifty-five percent (55%) to eighty percent (80%) upon execution of this Amendment and (b) change all domestic call rates to \$0.20 cents per minute.
2. Except as set forth above, there is no other revision to the Agreement or the obligations of Premise Provider or Company thereunder, and the Agreement remains in full force and effect.
3. 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 will control.

AGREED TO:

DELAWARE COUNTY JAIL

By: 

Name: Timothy M. Buckley

Title: Undersheriff

Date: 4/15/20

GLOBAL TEL*LINK CORPORATION

By: 

Name: Alicia Freeman

Title: VP Contracts & Procurement

Date: 4/16/2020

Data Sharing Addendum

Agreement Name: **Inmate Data Sharing Agreement**, by and between **Global Tel*Link Corporation** ("GTL"), and Delaware County ("Customer"), dated: 11/17/2020. This Addendum is made and entered into as of the date signed by the parties referred to individually as "Party" and collectively as "Parties."

WHEREAS, Customer recognizes that GTL, in the course of providing solutions and services to Customer, has access to certain data owned by Customer; and

WHEREAS, in an effort to facilitate inter-agency cooperation and cross-jurisdictional investigative and intelligence efficiencies, Customer hereby grants GTL the right to access, analyze and disseminate Customer data to law enforcement and correctional agencies for law enforcement and correctional purposes.

Customer agrees to allow GTL to share Customer owned data with other agencies that have entered into a Data Sharing Addendum with GTL and in accordance with the below terms and conditions:

1. The Customer, as owner of the data generated from various data systems at Customer's correctional facility, has elected to allow review of the data by GTL and personnel of other inmate correctional facilities for law enforcement and correctional investigative purposes.
2. Customer has requested, and GTL is willing, to make this remote information sharing capability available to Customer to enable Customer to grant other correctional facilities access to Customer's data ("Information") through remote access and analytic tools, subject to the terms of this Addendum.
3. Customer may terminate this Addendum at any time with written notice to GTL. Thereafter, the Customer data will cease being accessed by GTL and other agencies.
4. GTL has no responsibility to advise Customer with respect to any law, regulation, or guideline that may govern or control the data or monitoring, or compliance therewith. Customer has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. GTL disclaims any responsibility to provide, and has not provided, Customer any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
5. By granting Customer's request in this Addendum, GTL would be acting at the direction of Customer, and GTL has no responsibility to advise, and has not advised, Customer on the propriety or lawfulness of providing other agencies access to the Information using the capabilities made available by GTL.
6. This Addendum is for the sole benefit of GTL and Customer and their successors and permitted assigns, and nothing herein expressed or implied will give or be construed to give to any other person or entity, including any Recipient, any legal or equitable rights hereunder.
7. The signatory for Customer is authorized to make the request in this Addendum on behalf of the Customer and to bind the Customer to the terms of this Addendum. The signatory for GTL is authorized to agree to the request of Customer on behalf of GTL, and to bind GTL to the terms of this Addendum.
8. Upon execution by the Parties, this Addendum will become an addendum to and part of the Agreement. In the event of inconsistencies between the terms of the Agreement and those of this Addendum, the terms of this Addendum will control. Except as set forth above, there are no changes to the Agreement or the obligations of GTL or Customer thereunder.

AGREED TO:

GLOBAL TEL*LINK CORPORATION

CUSTOMER

By: Janna Peters
Name: Janna Peters
Title: Director of Contracts & Procurement
Date: November 18, 2020

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: 11/17/20