



# Schoharie County Sheriff's Office

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RONALD R. STEVENS  
SHERIFF  
DUANE F. TILLAPPAUGH  
UNDERSHERIFF  
(518) 295-2266

157 STEADMAN WAY  
PO BOX 159  
HOWES CAVE, NY 12092  
FAX (518)295-2267  
EMERGENCY 911

January 21, 2021

Prison Policy Initiative  
Attn: Andrea Fenster  
69 Garfield Ave, Floor 1  
Easthampton, MA 01027

## Re: FOIL REQUEST

Dear Andrea Fenster,

This is in response to your FOIL request dated January 13<sup>th</sup>, 2021 and received in this office January 19<sup>th</sup>, 2021.

In researching our records, we have found the records requested. The requested records will be sent to you through the email that you provided in your request.

If you have any questions, please feel free to contact this office at the address on this letter.

Sincerely,

Lt. Roger Butler  
Jail Administrator

**Cc/cen**  
File

CIVIL (518)295-2268 • RECORDS (518)295-2269 • JAIL (518)295-2264 • PISTOL PERMITS (518)295-2226  
CIVIL (518)295-2268 • RECORDS (518)295-2269 • JAIL (518)295-2264 • PISTOL PERMITS (518)295-2226

NON-EMERGENCY (518)295-8114



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NON-EMERGENCY (518)295-8114

# GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hills Road, Suite 100

Reston, Virginia 20190

Telephone: 703-955-3910 Fax: 703-435-0980 Web: <http://www.gtl.net>

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## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between **Global Tel\*Link Corporation** ("Company") on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the **Schoharie County Jail**, acting by and through the **Schoharie County Sheriff's Office**, with an address of 373 Howes Cave Road, Howes Cave, NY 10292 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

- Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:

  - Inmate Telephone Service
- Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates' performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.
- Term.** This Agreement shall be in effect for five (5) years, commencing from the Effective Date ("Term"). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").
- Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
- Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

**To Company:**

Global Tel\*Link Corporation  
3120 Fairview Park Drive  
Falls Church, VA 22042  
Phone: (703) 955-3911  
ATTN: Legal Department

**To Premises Provider:**

Schoharie County Sheriff's Office  
157 Steadman Way  
Howes Cave, NY 10292  
Phone: 518-295-2218  
ATTN: Sheriff Ron Stevens

6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

Company

Global Tel\*Link Corporation  
on behalf of itself and its Affiliates

  
\_\_\_\_\_  
Signature

Name: Alicia Freeman  
Title: VP Contracts & Procurement  
Date: 02/04/2020

Premises Provider

Schoharie County Sheriff's Office

  
\_\_\_\_\_  
Signature

Name: William Federice  
Title: Schoharie County Board of Supervisors Chairman  
Date: 02/11/20

## Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

**1. Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and shall at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: **(a)** make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; **(b)** copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or **(c)** use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

**2. Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

**3. Further Assurances.** During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

**(a)** To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

**(b)** To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

**(c)** To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including 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 the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

**(d)** To 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 Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

**(e)** To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept ("Third-Party Offer"). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights under this Section. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer ("Extended Term").

**4. Confidentiality.** From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its 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, or in connection with a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no

confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

**5. Indemnification and Limitation of Liability.** Each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT 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, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 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 THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

(b) Monitoring and Recording. Premises Provider agrees that Company has no responsibility to advise Premises

Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, 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 this 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 shall be solely responsible for any liability, costs and expenses 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. Premises Provider acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

**6. Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

**7. Default.** In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

**8. Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

**9. Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises

Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or substantially all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

**10. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**11. Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

**12. Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

**13. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier

termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

**14. Amendment.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

**15. Severability.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**16. No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

**17. No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

**18. Taxes and Fees.** Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

**19. Change-of-Law.** Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

**20. Interpretation.** The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

**21. Authority.** Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

## Inmate Telephone Service Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel\*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

### **1. Equipment and Features.**

Telephones and Workstations		
Workstations	Inmate Phones	Platform
1	18	ICMv

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.

### **2. Inmate Telephone Services.**

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

Company 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, or compact disks.



**3. Compensation.**

Remuneration shall be **fifty-five percent (55%)** of the Gross Revenue billed or prepaid for inmate telephone calls covered by this Agreement. Company shall also encumber **Twenty-five percent (25%)** of the Gross Revenue billed or prepaid for inmate telephone calls covered by this Agreement, and issue a monthly check to the Premise Provider for this amount. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to 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. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Schoharie County Sheriff's Office  
157 Steadman Way  
Howes Cave, NY 10292  
Phone: 518-295-8114  
ATTN: Sheriff Ron Stevens

Should the Premise Provider owe the Company any money, payment will be made only to the extent funds have been appropriated and are available for the purposes of this Agreement and no liability on account of thereof shall be incurred by the Premise Provider beyond the amount of such funds.

**4. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

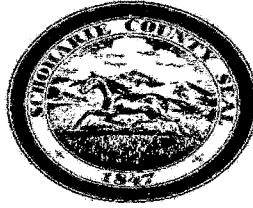
- a) Local, Intrastate and Interstate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™: \$0.20 per minute of use.
- b) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to 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.

**5. Transaction Fees for Inmate Telephone Services.** Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use
Fee 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

6. **Single-Call and Related Billing Arrangements for Inmate Telephone Services.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.



## CONTRACT WORKSHEET

DEPARTMENT: Schoharie County Sheriff's Department - Corrections Division

CONTRACT WITH: (Addendum) Global Tel-Link Corporation

### DESCRIPTION OF CONTRACT:

This is at no cost to the County and it provides the department with investigative services provided by the vendor through an agreement with the NYS Sheriff's association.

Department Representative:

*A. Roy F. Butz*

JAIL Administrator

**Data Sharing Addendum**

Agreement Name: **Inmate Data Sharing Agreement**, by and between **Global Tel\*Link Corporation** ("GTL"), and **Schoharie county** ("Customer"), dated: 11/20/2020. 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 20, 2020

By: W.A. Federice  
Name: William Federice  
Title: Chairman  
Date: 12/18/20

## Roger Butler

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**From:** Randy Greening <randy.greening@gtl.net>  
**Sent:** Monday, October 26, 2020 1:57 PM  
**To:** Roger Butler; Dean Bartholomew; Floyd Seales  
**Subject:** GTL's National Intelligence Center (NIC) Launches a New York-Based Office to Assist Agencies with Intelligence and Investigative Services

Dear Schoharie County Sheriff's Department

GTL Fusion Services provide the capability to improve safety and security for everyone inside correctional facilities by collecting, analyzing, and comparing disparate data and turning it into actionable intelligence.

GTL has expanded its intelligence services in New York by opening a New York-based office to better help our NYSSA partners. This center will provide on-demand intelligence services that analyze the large volumes of data your systems generate. Our highly experienced analysts will help you make sense of this data and augment your investigative team when necessary.

The GTL NIC will do this by:

- Monitoring offender transactions to include telephone calls, messaging, payment services, video visitation, etc.
- Working side by side with agency investigators with open investigations
- Analyzing data to establish patterns or trends
- Forensic data extraction and analysis from confiscated cell phones
- Assisting your agency with investigations
- Utilizing specialized software for data mining and link analysis
- Proactively developing intelligence to assist in accomplishing agency objectives
- Submitting detailed reports regarding intelligence findings
- Providing guidance and training to facility staff

The GTL NIC can help your agency turn the thousands of data points generated each day into actionable intelligence via GTL's demonstrated combination of people and technology. This proven method has assisted agencies across the country in reducing in-facility crime and identifying issues in their local communities. Now NYSSA-participating agencies have this capability in their own backyard.

For more information, please feel free to reach out to me directly.

Sincerely,

Randy Greening  
[Randy.greening@gtl.net](mailto:Randy.greening@gtl.net)  
(315)404-6732

—  
Thanks

Account Manager  
Randy Greening  
(315)404-6732  
[Randy.greening@gtl.net](mailto:Randy.greening@gtl.net)  
[www.gtl.net](http://www.gtl.net)

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## **CONTRACT WORKSHEET**

**DEPARTMENT:** Sheriff's Office (Jail)

**CONTRACT WITH:** Amendment to Global Tel Link (GTL) contract

**CONTRACT BEGINNING AND END DATES:** 2/11/2020 to 2/11/2025

**CONTRACT AMOUNT:** No cost to the County

**DESCRIPTION OF CONTRACT:** Allow GTL to provide the Schoharie county inmates I-pads to utilize for content access, video visitation, voice communication, access to money accounts and basic education material. Inmates will be charged for services when using some of the options available and the money will be payed along with the initial contract agreement of 80% of gross revenue billed.

**AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Master Services Agreement, dated February 11, 2020, (the "Agreement"), by and between Global Tel\*Link Corporation, with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company"), and the **Schoharie County Jail**, acting by and through the **Schoharie County Sheriff's Office**, with an address of 157 Steadman Way, Howes Cave, NY 12092 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, Company and County previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

**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 Company has agreed to provide the Premise Provider with tablets, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the Enhanced Services - IP-Enabled Tablets
2. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, 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 in this Amendment, the terms and conditions contained of this Amendment will control.

**AGREED TO:**

**SCHOHARIE COUNTY JAIL**

By: W. A. Federice  
Name: William Federice  
Title: Board of Supervisors Chairman  
Date: 5/28/20

**GLOBAL TEL\*LINK CORPORATION**

By: Alicia Freeman  
Name: Alicia Freeman  
Title: VP - Contracts & Procurement  
Date: 5/21/20



**EXHIBIT A**  
**Tablet 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, entertainment products, and mail scanning services.

“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 locations listed in the table below (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), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
Schoharie County Sheriff's Office, NY	157 Steadman Way, Howes Cave, NY 12092

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs. Decisions to modify the number of tablets will not take place until after 90 days of usage, which allows GTL to run usage reporting to assure adequate usage.

**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, and that Tablets may not be available while being repaired or maintained. 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, and if required, Premise Provider shall provide security escorts for Company personnel.

**6. Tablets.** The exact amount, type and location(s) of the Tablets at Premise Provider’s Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time. 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 the Tablets at any time during the Term. 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. **Inmate Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.
  - ii. **Video Visitation.** Remote video visitation with no less than 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.** All Tablet usage 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.

**Basic Education:** Company will also provide Khan Academy.

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 through 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 Content subject to the payment by the inmate of Content usage 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 for use with Company’s products; (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; (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow anyone 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 Inmate Content Access:
  - 1. Standard Profile: \$0.05 per minute
  - 2. Promotional Profile: \$0.03 per minute
  - 3. Free Profile: \$0.00 per minute
- c. Video Visitation Services:\$.025 per minute Remote Visit Price
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - 1. \$0.25 per written message
  - 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to Twenty percent (20%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation (“Content Revenue”) contingent upon a minimum of percent (80%) of Premises Provider’s inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to twenty percent (20%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. **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 agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney’s fees) 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.