

# Dane County Contract Cover Sheet

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Sheriff's Office -- Security Services Division   |
| <b>Vendor Name</b>                      | Global Tel*Link Corporation  |
| <b>Vendor MUNIS #</b>                   | 2965   |
| <b>Brief Contract Title/Description</b> | Authorizing a contract for the provision of equipment and installation of inmate phone and video visitation service. |
| <b>Contract Term</b>                    | 5/4/2020-5/3/2025  |
| <b>Total Contract Amount</b>            | \$ no cost contract -- administrative fee provided   |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | <b>13979</b>  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input checked="" type="checkbox"/>                   | <b>Dane County Contract</b>   |
| <input type="checkbox"/>                              | <b>Grant</b>  |
| <input type="checkbox"/>                              | <b>County Lessee</b>  |
| <input type="checkbox"/>                              | <b>County Lessor</b>  |
| <input type="checkbox"/>                              | <b>Intergovernmental</b>  |
| <input type="checkbox"/>                              | <b>Purchase of Property</b>   |
| <input type="checkbox"/>                              | <b>Property Sale</b>  |
| <input type="checkbox"/>                              | <b>Other</b>  |

|                             |   |                  |        |
|-----------------------------|---|------------------|--------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> <b>\$10,000 or under – Best Judgment</b> (1 quote required)                          |                  |        |
|                             | <input type="checkbox"/> <b>Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required) |                  |        |
|                             | <input checked="" type="checkbox"/> <b>Over \$36,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)    | <b>RFB/RFP #</b> | 119019 |
|                             | <input type="checkbox"/> <b>Bid Waiver – \$36,000 or under</b> (\$25,000 or under Public Works)               |                  |        |
|                             | <input type="checkbox"/> <b>Bid Waiver – Over \$36,000</b> (N/A to Public Works)                              |                  |        |
|                             | <input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>        |                  |        |

| MUNIS Req.   | Org Code | SHRFSEC | Obj Code | 83091 | Amount | \$ 503,100 |
|--------------|----------|---------|----------|-------|--------|------------|
| <b>Req #</b> | Org Code |         | Obj Code |       | Amount | \$         |
| <b>Year</b>  | Org Code |         | Obj Code |       | Amount | \$         |

|                   |   |  |  |  |  |              |      |
|-------------------|---|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.   |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.  |  |  |  |  | <b>Res #</b> | 2019 |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.   |  |  |  |  | <b>Year</b>  | 357  |

| Contract Review/Approvals |                     |         |          |                    |
|---------------------------|---------------------|---------|----------|--------------------|
| Initials                  | Dept.               | Date In | Date Out | Comments           |
| <i>mg</i>                 | Received by DOA     | 3/27/20 |          |                    |
| <i>ch</i>                 | Controller          |         | 3/27/20  | approval via email |
| <i>cac</i>                | Purchasing          |         | 3/27/20  | approval via email |
| <i>dg</i>                 | Corporation Counsel |         | 3/27/20  | approval via email |
| <i>dl</i>                 | Risk Management     |         | 3/27/20  | approval via email |
|                           | County Executive    |         |          |                    |

| Dane County Dept. Contact Info |  | Vendor Contact Info |  |
|--------------------------------|--|---------------------|--|
| <b>Name</b>                    | Lillian Radivojevich                     | <b>Name</b>         | David Choklos  |
| <b>Phone #</b>                 | (608) 284-4801                           | <b>Phone #</b>      | 313-418-9654   |
| <b>Email</b>                   | radivojevich@danesherriff.com            | <b>Email</b>        | dave.chaklos@gtl.net                                     |
| <b>Address</b>                 | 115 West Doty Street, MADison, WI, 53703 | <b>Address</b>      | 3120 Fairview Park Dr., Suite 300 Falls Church, VA 22042 |

| <b>Certification:</b><br>The attached contract is a: |   |
|--|---|
| <input type="checkbox"/>                             | Dane County Contract <u>without</u> any modifications.  |
| <input checked="" type="checkbox"/>                  | Dane County Contract <u>with</u> modifications.<br><b>The modifications have been reviewed by: Dave Gault and Dan Lowndes</b> |
| <input type="checkbox"/>                             | Non-standard contract.  |

## Contract Cover Sheet Signature

| Department Approval of Contract                 |                               |      |
|---|-------------------------------|------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | Signature                     | Date |
|   |                               |      |
|   | Printed Name                  |      |
|   | Jeffrey E. Hook, Chief Deputy |      |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

| <b>Director of<br/>Administration</b> | Signature | Date |
|---------------------------------------|-----------|------|
|                                       |           |      |
|                                       | Comments  |      |
| <b>Corporation<br/>Counsel</b>        | Signature | Date |
|                                       |           |      |
|                                       | Comments  |      |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, March 27, 2020 12:52 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Subject:** Contract #13979  
**Attachments:** 13979.pdf

| <b>Tracking:</b> | <b>Recipient</b> | <b>Read</b>              | <b>Response</b>             |
|------------------|------------------|--------------------------|-----------------------------|
|                  | Hicklin, Charles | Read: 3/27/2020 12:52 PM | Approve: 3/27/2020 12:53 PM |
|                  | Clow, Carolyn    |                          | Approve: 3/27/2020 12:54 PM |
|                  | Gault, David     | Read: 3/27/2020 12:54 PM | Approve: 3/27/2020 12:55 PM |
|                  | Lowndes, Daniel  | Read: 3/27/2020 1:00 PM  | Approve: 3/27/2020 1:00 PM  |

Contract #13979

Department: Sheriff

Vendor: Global Tel\*Link Corporation

Contract Description: Contract for the provision of equipment and installation of inmate phone and video visitation service.

Contract Term: 5/4/20 – 5/3/2025

Contract Amount: No cost contract -- administrative fee provided

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Assistant II  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

**AUTHORIZING A CONTRACT BETWEEN DANE COUNTY AND GLOBAL TEL LINK CORPORATION, FOR DANE COUNTY JAIL INMATE TELEPHONE AND VIDEO VISITATION SERVICE**

**WHEREAS**, Dane County and its Sheriff are responsible for the keeping of the Dane County Jail and caring for the inmates therein, including the provision of access to telephone and video visitation service, and,

**WHEREAS**, the existing contract for jail inmate telephone service expires on December 8, 2019, and,

**WHEREAS**, Dane County engaged in a competitive bidding process for a vendor to provide jail telephone and video visitation service to inmates in the Dane County Jail, RFP 119019, to begin on December 9, 2019, and,

**WHEREAS**, Global Tel Link Corporation, d.b.a. GTL of Falls Church, VA, was the successful respondent in the aforementioned competitive solicitation process,

**NOW, THEREFORE, BE IT RESOLVED**, that a contract be awarded to GTL of Falls Church, VA, for jail telephone and video visitation service commencing on ~~December 9, 2019~~ [May 4, 2020](#) and continuing for five (5) years.

**NOW, BE IT FINALLY RESOLVED**, that the Dane County Executive and the Dane County Clerk are authorized to execute the necessary documents for the contract.

# DANE COUNTY CONTRACT # \_\_\_\_\_



**# of Pages Including Schedules:** 30

**Expiration Date:** May 3, 2020, 3 with one optional 2 year renewal

**Authority:** Res. # , 19-20

**Department:** Sheriff's Office

**Maximum Cost:** none, County will receive an administrative fee

**Registered Agent:**

**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY" or "Premises Provider") and Global Tel\*Link Corporation (hereafter, "PROVIDER" or "Company"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to contract services from PROVIDER for the purpose of providing equipment and installation for an Inmate Phone and Video Visitation Services; and

**WHEREAS** PROVIDER, whose address is, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY. PROVIDER 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 PROVIDER (each an "Affiliate") without the consent of the COUNTY; provided, further, PROVIDER 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 PROVIDER or substantially all of PROVIDER's assets shall not constitute an assignment requiring consent of COUNTY for purposes of this Agreement.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER. In the event of such notice of a violation of this Agreement and such violation continues for a period of thirty (30) days after the giving of written notice thereof to PROVIDER, then in addition to all other rights and remedies of law or equity or otherwise, the COUNTY shall have the right to cancel this Agreement without liability.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained

by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be

satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Environmental Impairment (Pollution) Liability**

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

**Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.



**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. MISCELLANEOUS:**

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Alicia Freeman, VP Contracts & Procurement

\_\_\_\_\_  
March 27, 2020  
Date Signed

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A**

### **Scope of Services**

Provider shall provide a Digital Inmate Telephone and Video Visitation System & Mail services at the Dane County Jail. This shall include a fully operational system, including all phone, video visitation and mail processing services for all calls, mail and visits processed by coin-less telephones, tablets, kiosks and/or visitation stations, as well as an administrator to monitor day-to-day operations. Provider shall be the primary contractor with end-to-end network and equipment responsibilities with Earth Class as a sub-contractor for the mail processing service.

The Vendor shall provide all labor, supervision, software, hardware any associated updates and equipment required to install, operate and maintain an Inmate phone and video visitation system including but not limited to:

- Provide services 24 hours a day, seven days a week
- Provide all calling and video visitation services, management and administrative capabilities including daily download of all call records to a call processing system and maintaining and distributing detailed records.
- Provide local and long distance calling services utilizing collect calling, debit accounts and pre-paid calling accounts.
- Comply with all Public Service Commission of Wisconsin rules, Federal Communications Commission's rules and all other applicable standards and regulations are required over the life of the contract.
- Complete and file all necessary paperwork, including tariffs, with the State Regulatory Commissions. All tariffs, standards and regulations are the responsibility of the Provider.
- Provide all required equipment hardware, software, maintenance, upgrades and enhancements as needed at no cost to the County. Consumables, with the exception of paper, are the responsibility of the Provider.
- Respond to repair/service problems. In addition, follow-up with appropriate personnel to assure repair has been completed and system is performing properly.
- Employ an administrator to oversee the overall management of the system, act as a liaison between the County Jail and/or the County's contract administrator and all outside contractors/subcontractors.

**Term:** The initial term shall be 3 years, May 4, 2020-May 3, 2023 with (1) extension of 2 years, May 4, 2023-May 3, 2025, that may be exercised by addendum.

Provider shall replicate the phones and video visitation units that are current in the Dane County Jails. These devices shall be taken over by Provider by June 1, 2020 and replaced with new equipment from Provider by December 31, 2020. Any deviations from this replacement schedule may be made only by addendum to this contract.

Provisions for delivery of new equipment shall be made by contacting Michelle DeForest, 608-284-6177 at least 2 weeks prior to any deliveries. Deliveries made without approval may be rejected by the County.

## Current Location of phones and video visitation

| Phone Location       | Number of Inmates | Number of Phones | # of Visitation Stations (2 Phones/handsets per Station) | Number of Video Units |
|----------------------|-------------------|------------------|--|-----------------------|
| Ferris Center A wing | 54                | 3                |  |                       |
| Ferris Center B wing | 42                | 3                |  |                       |
| Ferris Center C wing | 48                | 3                |  |                       |
|                      |                   |                  |  |                       |
| Ferris Center D wing | 54                | 3                |  |                       |
| Ferris Center E wing | 42                | 3                |  |                       |
| Ferris Center F wing | 48                | 3                |  |                       |
|                      |                   |                  |  |                       |
| PSB Booking          | Varies            | 4                |  |                       |
|                      |                   |                  |  |                       |
| PSB Male Dorm        | 48                | 6                |  |                       |
| PSB Male Segregation | 15                | 1                |  |                       |
|                      |                   |                  |  |                       |
| PSB Female Housing   | 16                | 3                |  |                       |
|                      |                   |                  |  |                       |
| PSB Pod 3C           | 28                | 4                |  | 1                     |
| PSB Pod 3E           | 24                | 4                |  | 0                     |
| PSB Pod 3A           | 48                | 7                |  | 1                     |
| PSB Pod 3K           | 48                | 7                |  | 1                     |
| PSB Pod 3G           | 24                | 4                |  | 1                     |
| PSB Pod 3-I          | 28                | 4                |  | 0                     |
| PSB Pod 4C           | 28                | 4                |  | 0                     |
| PSB Pod 4E           | 24                | 4                |  | 0                     |
| PSB Pod 4A           | 48                | 7                |  | 1                     |
| PSB Pod 4K           | 50                | 7                |  | 2                     |
| PSB Pod 4G           | 24                | 4                |  | 1                     |
| PSB Pod 4-I          | 28                | 4                |  | 0                     |
|                      |                   |                  |  |                       |
| CCB 6 West           | 114               | 21               |  |                       |
| CCB 7 West           | 100               | 17               |  |                       |
|                      |                   |                  |  |                       |
| CCB 6 East           | 73                | 18               |  |                       |
| CCB 7 East           | 54                | 10               |  |                       |
|                      |                   |                  |  |                       |
| Court House Lock-up  | varies            | 7                |  |                       |
|                      |                   |                  |  |                       |
| PSB Enrollment Only  |                   | 2                |  |                       |

|                               |  |   |    |   |
|-------------------------------|--|---|----|---|
| CCB Enrollment Only           |  | 1 |    |   |
|                               |  |   |    |   |
| CCB Female Visitation + Atty. |  |   | 9  |   |
| CCB Male Visitation + Atty.   |  |   | 17 |   |
|                               |  |   |    |   |
| PSB Visitation                |  |   | 6  | 2 |

**SCHEDULE B**  
**Service Schedules**  
**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.**

| <b>Telephones and Workstations</b> |  |          |
|------------------------------------|--|----------|
| Workstations                       | Inmate Phones  | Platform |
| n/a                                | 168 inmate phones and 64 non-contact visitation handsets | ICMv     |

| <b>GTL Base Features</b>                    |
|---|
| 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         |

| <b>GTL Enhanced Features</b> |
|------------------------------|
| Mobile IQ – Cellsense Plus   |
| Audio Lab Solution           |
| Forensic Audio Analysis      |
| Voice IQ - Initial           |
| Voice IQ - Continuous        |

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 paid by Company to Premises provider as follows:

Annual Administrative Reimbursement Fee with a 3% annual increase: Five-Hundred and Thirty-One Thousand and Seventy-Nine Dollars, commencing (\$531,079) Year One. To be paid pro-rated and paid monthly upon assessment of Company by Premises Provider. The administrative fee shall increase by 3% per year.

Annual Appriss VINE Reimbursement: Forty-Five Thousand and Six-Hundred and Thirty-Four Dollars and Ninety-Seven Cents (\$45,634.97) for Year One and per the Schedule very year after. (Company to be billed annually by Premises Provide at the following rates):

5-year renewal rates as follows:

|                         |             |
|-------------------------|-------------|
| 10/13/2019 – 10/12/2020 | \$45,634.97 |
| 10/13/2020 – 10/12/2021 | \$47,004.02 |
| 10/13/2021 – 10/12/2022 | \$48,414.14 |
| 10/13/2022 – 10/12/2023 | \$49,866.57 |



10/13/2023 – 10/12/2024 \$51,362.57

Payment will be due within 30 days of billing date.

Intelligent Devices Forensic Audio Analysis Funding: Twenty-Nine Thousand and One-Hundred Dollars (\$29,100) to be paid by Company to Premises Provider on a one-time basis within thirty (30) days of the Effective Date of the Agreement.

Audio Lab Solution Funding: Eight Thousand and Four-Hundred Dollars (\$8,400) to be paid by Company to Premises Provider on a one-time basis within thirty (30) days of the Effective Date of the Agreement.

All 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.

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.

Dane County Sheriff's Office  
Attn: Michelle DeForest  
115 W. Doty Street  
Madison, WI 53703

**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) Interstate ITS calls made using a collect format: \$0.14 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.14 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.14 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.50 per minute of use.

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.

In addition, Company shall provide free phone calls for indigent calling, up to \$25,000 annually.

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.

7. **Additional Terms**

- a. **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 telephone recording or monitoring by Premises Provider, 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 telephone 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 call detail records (“DRs”) and call recordings contained in the inmate telephone system 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.

- 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 Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, 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.

**SCHEDULE B-2**  
**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              |
|---|-----------------------------------|
| 115 W. Doty Street<br>Madison, WI 53703 | Dane Public Safety Building (PSB) |

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, 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. On-premise and 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.
- v. Basic Education: Company will also provide basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- vi. Law Library: Company agrees to provide access to a law library.

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: \$0.00 (at no charge) per minute Extended Local Visit Price
- d. \$0.25 per minute Remote Visit Price
- e. Replacement Headphones or Earbuds: \$4.00
- f. 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. Termination.** Company will incur certain capital expenditure to enable Company to defray capital expenditures in connection with Enhanced Services deployed at the Locations, including all installation costs in the amount Five-Hundred and Ten-Thousand Dollars and Zero Cents (\$510,000) (“Expenditure”). If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following

termination the pro-rated Expenditure times the number of months remaining in the base Term of the Agreement.

**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 TO DANE COUNTY 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.

## **SCHEDULE B-3**

### **Off Premise Mail Scanning Schedule**

**Off Premise Mail Scanning:** GTL can provide a mail scanning solution to Dane County at no cost in lieu of any revenue sharing on installed tablets. Based on Dane County's current annual mail volume of about 27,360 letters, this would be an initial annual administrative cost savings of approximately \$59,672 per year that GTL will provide to Dane County for each year of the contract.

#### **Basics of off premise mail scanning:**

- Dane County Staff Communicates A New Address for mail to be sent (see example)
- The Mail Center is in Durham, NC
- Friends and Family Send Mail to this New Address, GTL scans the document
- Dane County Staff approves / denies mail scans or turns on auto approve
- Inmate reads scanned mail via messaging application on the GTL tablet (see example)

#### **Additional Features of off premise mail scanning:**

- Staff can reassign scans if needed
- Staff can view approved scans via the facility messaging application
- Staff can view and audit mail scans
- All scans with a booking number will be automatically approved and delivered
- If the booking number was not read, staff would need to open and assign
- Facility can choose to auto approve scans
- Physical mail is destroyed after 60 days
- No professional, legal, privileged mail or packages currently, no mail with checks or money orders will be processed, all should go directly to the facility.

## **SCHEDULE C**

### **Reports**

Standard reports per the RFP are required.

## **SCHEDULE D**

### **Provider Owned and Operated Network**

Dane County gives PROVIDER permission to run its own parallel, PROVIDER-owned and managed network, which will include all network hardware (Routers, switches, proxy servers, modems, etc.) all cabling, bandwidth, wireless access points.

PROVIDER's secure, wireless tablet network will be completely isolated from the County network. All tablet communications route over an encrypted VPN running on a highly-secure, hidden wireless WPA2 network. Additionally, PROVIDER's network architecture routes all communication through a PROVIDER Gateway server appliance, which is both a firewall (to limit connections to a designated list of facility-controlled devices and controlled-destination URLs) and a proxy server (to ensure no direct connection to the internet).

To meet network service coordination requirements, PROVIDER will continue to use AT&T as their service provider. Provided, however, PROVIDER may elect to change service providers at its discretion. PROVIDER will keep a continued minimum bandwidth of 100/100 Mbps. To ensure that bandwidth congestion does not become a problem overtime, PROVIDER will keep a minimum of a 100/100 Mbps connection per 200 devices reviewed every 4 months.

PROVIDER will provide Dane County IT access to monitoring only of the PROVIDER network system. If PROVIDER is unable to provide a access to monitoring only, PROVIDER will provide Dane County IT monthly user usage reports which will include reporting on all wireless networks serviced by Aps installed by PROVIDER.

To avoid the risk of any transition problems, a network provisioning specialist will be assigned by PROVIDER to the County until the project is completely installed. After the installation portion of the project is completed as determined by Dane County IT, on-going maintenance issues will be reported to PROVIDER by the Dane County Sheriff's systems coordinator.

All infrastructure and services will be provided by PROVIDER at no cost and will be completely managed by PROVIDER with no involvement required from the County, apart from those obligations as specified in Attachment B-2, Enhanced Services Service Schedule – IP Enabled Tablets, 6. Tablets, c. Premises Provider Obligations. PROVIDER will install access points (APs) to be owned and operated by PROVIDER in place of Dane County APs in most of the jail locations. .

Due to the nature of wireless communication, existing service provided by Dane County IT has the potential to be impacted or degraded following the installation of the PROVIDER system. Dane County will work to provide wireless network access for Sherriff staff in key areas, however coverage of the entire jail space by Dane County APs will cease. Dane County reserves the right to limit what wireless channels PROVIDER operates on.

PROVIDER will be responsible for all cabling and intra-building fiber deployment. Cable and intra building fiber deployment shall be completed by Integral Building Systems Inc. (IBS), the contractor required by Dane County during the installation phase. This includes floor-to-floor fiber runs for distribution in both the CCB (7th to 6th to 3rd floor) and PSB.

PROVIDER will be allowed to use existing copper Ethernet drops for their APs as determined by Dane County IT. If new runs are required to place APs in new locations, the runs will be the responsibility of PROVIDER to have installed using the same contractor Dane County uses for other projects. PROVIDER will be allowed 2 pairs of single mode fiber to transit between the PSB and CCB Data Center, where the PROVIDER core infrastructure will be housed, provided however, PROVIDER may request permission from Dane County to use additional fiber should conditions warrant. If Dane County cannot approve this request PROVIDER will be responsible for building out additional Fiber.

The Ferris Center will be serviced by a dedicated internet circuit, as there is no easy connectivity to the CCB from that location. A separate tablet server will be deployed at the Ferris Center to handle the tablets at that location.

All PROVIDER distribution switches (switches providing network access and power for Wireless Access Points) may be installed in the existing network closets. Dane County is responsible for providing 2U of rack space per network closet in jail locations and power for PROVIDER equipment related to services provided under the Agreement. Dane County will provide 6U of rack space in the CCB Data Center for PROVIDER's tablet server. These devices are not to be connected to the Dane County Infrastructure in any way.

When the contract with PROVIDER expires. PROVIDER will abandon the installed infrastructure – fiber or other cabling shall become the property of Dane County for county use. All PROVIDER installed devices (switches, routers, servers, etc.) will be removed by PROVIDER within 30 days of the contract end date.

The current medical staff will use a network provided by PROVIDER on PROVIDER's APs that is connected to the existing Charter modem at the PSB. Dane County IT will work with PROVIDER to ensure that this connection functions as expected. Sherriff staff may also use this connection to access Dane County resources using Entrust over this same internet link. PROVIDER will provide a separate SSID for each network resource - a dedicated SSID for tablets on a PROVIDER provided network and an SSID for Medical staff on a Sheriff provided network. PROVIDER will not throttle these provided network connections through their APs.

PROVIDER and County agree further:

- a) County agrees PROVIDER will have to build an interface between the County resources and PROVIDER resources in order to allow access to networks provided by PROVIDER that are serviced by the above charter connection. County will be responsible for providing resources to work with PROVIDER as needed to build that network. All traffic will be secured using VLANs but will share the same physical infrastructure

- b) PROVIDER will provide an independent WPA2 protected Wi-Fi network utilizing PROVIDER installed equipment within the facility to allow County to transmit data from other County-hosted resources.
- c) PROVIDER provides no guarantees that the Wi-Fi network coverage provided to County will be sufficient for the functionality of wireless devices in all facility areas, even when those areas are deployed for wireless coverage by PROVIDER. County acknowledges that wireless signal is heavily influenced by environment: including, but not limited to: walls, doors, windows, stairs, and other building material, electrical components such as microwave ovens, radio communications and other wireless networks and devices. Should lack of coverage be identified by the Sheriff's systems coordinator, PROVIDER shall take reasonable steps to remediate including running new wiring, installing new APs, or upgrading insufficient equipment.
- d) In the event that access to the Wi-Fi Network becomes unavailable PROVIDER will take reasonable steps to complete any necessary repairs including sending staff on-site within 4 hours of reported unavailability. Non-critical issues that are reported will be addressed within 10 business days.
- e) PROVIDER will provide basic wireless WPA2 encryption for the Wi-Fi network, PROVIDER makes no representation that this level of encryption will satisfy any regulatory or other County requirements. County is solely responsible for any additional encryption or other security measures necessary to maintain the privacy of the data transmitted by County over the Wi-Fi network.

## SCHEDULE E Implementation Timeline

| ID | Task Name   | Duration | Start       | Finish      | Predecessors |
|----|---|----------|-------------|-------------|--------------|
| 1  | Dane County, WI - ITS, VVS Implementation Project Plan              | 49 days  | Thu 4/2/20  | Tue 6/9/20  |              |
| 2  | Project Initiation  | 2 days   | Thu 4/2/20  | Fri 4/3/20  |              |
| 3  | Upon RFP award Account Executive to call                            | 1 day    | Thu 4/2/20  | Thu 4/2/20  |              |
| 4  | Upon contract execution Account Executive to call                   | 1 day    | Fri 4/3/20  | Fri 4/3/20  | 3            |
| 5  | Project Planning  | 30 days  | Mon 4/6/20  | Fri 5/15/20 |              |
| 6  | Program Manager Introduction with Dane County team                  | 1 day    | Mon 4/6/20  | Mon 4/6/20  | 4            |
| 7  | Planning for ITS System   | 1 day    | Mon 4/6/20  | Mon 4/6/20  | 4            |
| 8  | Planning for VVS  | 1 day    | Mon 4/6/20  | Mon 4/6/20  | 4            |
| 9  | VVS (VisNow) Questionnaire  | 1 wk     | Mon 4/6/20  | Fri 4/10/20 | 4            |
| 10 | On Site Kick-Off meeting with Dane County team & Account Team       | 1 day    | Mon 4/20/20 | Mon 4/20/20 | 4FS+10 days  |
| 11 | Site survey   | 4 days   | Tue 4/21/20 | Fri 4/24/20 |              |
| 12 | Site Survey Planning  | 1 day    | Tue 4/21/20 | Tue 4/21/20 | 10           |
| 13 | Dane County   | 1 day    | Wed 4/22/20 | Wed 4/22/20 | 12           |
| 14 | Site Solution Design  | 2 days   | Thu 4/23/20 | Fri 4/24/20 | 13           |
| 15 | Circuit Orders  | 30 days  | Mon 4/6/20  | Fri 5/15/20 |              |
| 16 | Dane County Public Safety (existing circuit w/additional Bandwidth) | 30 days  | Mon 4/6/20  | Fri 5/15/20 | 4            |
| 17 | Equipment Orders  | 10 days  | Mon 4/27/20 | Fri 5/8/20  |              |
| 18 | Submit and Ship NFC Units for VVS (16)                              | 5 days   | Mon 4/27/20 | Fri 5/1/20  | 10,11        |
| 19 | Submit VVS units orders (38 Flex XL)                                | 5 days   | Mon 4/27/20 | Fri 5/1/20  | 10,11        |
| 20 | Submit Back Office Equipment orders (New Server)                    | 10 days  | Mon 4/27/20 | Fri 5/8/20  | 10,11        |
| 21 | Submit Materials orders   | 5 days   | Mon 4/27/20 | Fri 5/1/20  | 10,11        |

Provider shall maintain communication with County with respect to the implementation phases of this project due to possible limitations based upon the current state of emergency. County shall provide a notice to proceed for any work. County and Provider understand that timing of work shall be on the timeline of the County's notice to proceed.

|    |   |         |             |             |             |
|----|---|---------|-------------|-------------|-------------|
| 22 | Project Execution                               | 25 days | Mon 5/4/20  | Fri 6/5/20  |             |
| 23 | Phase 1 - VisNow on Existing Tablets and ICMV   | 10 days | Mon 5/4/20  | Fri 5/15/20 |             |
| 24 | Installation                                    | 5 days  | Mon 5/4/20  | Fri 5/8/20  |             |
| 25 | Dane County Public Safety                       | 5 days  | Mon 5/4/20  | Fri 5/8/20  |             |
| 26 | Network   | 5 days  | Mon 5/4/20  | Fri 5/8/20  |             |
| 27 | Pipe and Wiring                                 | 1 wk    | Mon 5/4/20  | Fri 5/8/20  | 14FS+1 wk   |
| 28 | Network Installation, Configuration and Turn-up | 1 wk    | Mon 5/4/20  | Fri 5/8/20  | 27FF        |
| 29 | Infrastructure Work                             | 5 days  | Mon 5/4/20  | Fri 5/8/20  |             |
| 31 | Installation of VVS Flex units (38)             | 5 days  | Mon 5/4/20  | Fri 5/8/20  | 30SS        |
| 32 | Installation of NFC Units (16)                  | 5 days  | Mon 5/4/20  | Fri 5/8/20  | 30SS        |
| 33 | Dane County City Jail                           | 2 days  | Thu 5/7/20  | Fri 5/8/20  |             |
| 34 | Network   | 0 days  | Fri 5/8/20  | Fri 5/8/20  |             |
| 37 | Infrastructure Work                             | 2 days  | Thu 5/7/20  | Fri 5/8/20  |             |
| 38 | Replacement of Phones if needed                 | 2 days  | Thu 5/7/20  | Fri 5/8/20  | 36FF        |
| 39 | Dane Ferris Center                              | 1 day   | Fri 5/8/20  | Fri 5/8/20  |             |
| 40 | Network   | 0 days  | Fri 5/8/20  | Fri 5/8/20  |             |
| 43 | Infrastructure Work                             | 1 day   | Fri 5/8/20  | Fri 5/8/20  |             |
| 44 | Replacement of phones (if needed)               | 1 day   | Fri 5/8/20  | Fri 5/8/20  | 42FF        |
| 45 | Dane County Court House                         | 1 day   | Fri 5/8/20  | Fri 5/8/20  |             |
| 46 | Network   | 0 days  | Fri 5/8/20  | Fri 5/8/20  |             |
| 49 | Infrastructure Work                             | 1 day   | Fri 5/8/20  | Fri 5/8/20  |             |
| 50 | Replacement of phones - if needed (7)           | 1 day   | Fri 5/8/20  | Fri 5/8/20  | 48FF        |
| 51 | Training and Go-Live                            | 5 days  | Mon 5/11/20 | Fri 5/15/20 |             |
| 52 | Dane County Public Safety                       | 2 days  | Mon 5/11/20 | Tue 5/12/20 |             |
| 53 | Phone System and VVS                            | 2 days  | Mon 5/11/20 | Tue 5/12/20 | 33,39,45,25 |



|    |  |          |             |             |              |
|----|--|----------|-------------|-------------|--------------|
| 54 | Dane County City Jail  | 1 day    | Wed 5/13/20 | Wed 5/13/20 |              |
| 55 | Phone System   | 1 day    | Wed 5/13/20 | Wed 5/13/20 | 53           |
| 56 | Dane Ferris Center   | 1 day    | Thu 5/14/20 | Thu 5/14/20 |              |
| 57 | Phone System   | 1 day    | Thu 5/14/20 | Thu 5/14/20 | 55           |
| 58 | Dane County Court House  | 1 day    | Fri 5/15/20 | Fri 5/15/20 |              |
| 59 | Phone System   | 1 day    | Fri 5/15/20 | Fri 5/15/20 | 57           |
| 60 | Phase 2 - Additional tablets and install additional infrastructure | 10 days  | Mon 5/18/20 | Fri 5/29/20 |              |
| 61 | Installation   | 10 days  | Mon 5/18/20 | Fri 5/29/20 |              |
| 62 | Dane County Public Safety  | 5 days   | Mon 5/18/20 | Fri 5/22/20 |              |
| 63 | Network  | 5 days   | Mon 5/18/20 | Fri 5/22/20 |              |
| 64 | Pipe and Wiring  | 1 wk     | Mon 5/18/20 | Fri 5/22/20 | 23           |
| ID | Task Name  | Duration | Start       | Finish      | Predecessors |
| 65 | Network Installation, Configuration and Turn-up                    | 1 wk     | Mon 5/18/20 | Fri 5/22/20 | 64FF         |
| 66 | Infrastructure Work  | 5 days   | Mon 5/18/20 | Fri 5/22/20 |              |
| 67 | Additional Charging Stations                                       | 5 days   | Mon 5/18/20 | Fri 5/22/20 | 65FF         |
| 68 | Additional Access Points (if needed)                               | 5 days   | Mon 5/18/20 | Fri 5/22/20 | 67SS         |
| 69 | Dane County City Jail  | 5 days   | Mon 5/25/20 | Fri 5/29/20 |              |
| 70 | Network  | 5 days   | Mon 5/25/20 | Fri 5/29/20 |              |
| 71 | Pipe and Wiring  | 4 days   | Tue 5/26/20 | Fri 5/29/20 | 62FS+1 day   |
| 72 | Network Installation, Configuration and Turn-up                    | 1 wk     | Mon 5/25/20 | Fri 5/29/20 | 71FF         |
| 73 | Infrastructure Work  | 4 days   | Tue 5/26/20 | Fri 5/29/20 |              |
| 74 | Additional Charging Stations                                       | 4 days   | Tue 5/26/20 | Fri 5/29/20 | 72FF         |
| 75 | Additional Access Points (if needed)                               | 4 days   | Tue 5/26/20 | Fri 5/29/20 | 74SS         |
| 76 | Training and Go-Live   | 5 days   | Fri 5/29/20 | Fri 6/5/20  |              |
| 77 | Phase 1 - VisNow and ICMV  | 5 days   | Mon 6/1/20  | Fri 6/5/20  |              |
| 78 | Dane County Public Safety  | 2 days   | Mon 6/1/20  | Tue 6/2/20  |              |
| 79 | Phone System and VVS   | 2 days   | Mon 6/1/20  | Tue 6/2/20  | 62,69        |

|    |  |        |             |             |       |
|----|--|--------|-------------|-------------|-------|
| 80 | Dane County City Jail  | 1 day  | Wed 6/3/20  | Wed 6/3/20  |       |
| 81 | Phone System   | 1 day  | Wed 6/3/20  | Wed 6/3/20  | 79    |
| 82 | Dane Ferris Center   | 1 day  | Thu 6/4/20  | Thu 6/4/20  |       |
| 83 | Phone System   | 1 day  | Thu 6/4/20  | Thu 6/4/20  | 81    |
| 84 | Dane County Court House  | 1 day  | Fri 6/5/20  | Fri 6/5/20  |       |
| 85 | Phone System   | 1 day  | Fri 6/5/20  | Fri 6/5/20  | 83    |
| 86 | Phase 2 - Training Not Needed  | 0 days | Fri 5/29/20 | Fri 5/29/20 | 60    |
| 87 | Project Close  | 2 days | Mon 6/8/20  | Tue 6/9/20  |       |
| 88 | Close Project Phase  | 1 day  | Mon 6/8/20  | Mon 6/8/20  | 51,76 |
| 89 | GTL & Dane County Project Team Meeting - Customer<br>Acceptance<br>& Account Team Transition | 1 day  | Tue 6/9/20  | Tue 6/9/20  | 88    |