

Inmate Telephone and Video Visitation Services Agreement

**INMATE TELEPHONE AND VIDEO VISITATION SERVICES AGREEMENT**

This Agreement is made and entered into by and between Global Tel\*Link Corporation ("GTL"), with a business address at 12021 Sunset Hills Road #100, Reston, VA, and Effingham County Board of Commissioners for Effingham County Prison ("CUSTOMER"), with a principal place of business at 601 North Laurel Street, Springfield, GA 31329 for the provision of Inmate Telephone service, Inmate Video Visitation service and ancillary inmate communications equipment as defined herein ("Agreement"). For purposes of clarity, inmate telephones will be referred to as "Telephones" and inmate video visitation will be referred to "Video" or "Tablets" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein the parties agree as follows:

1. **TERM.**

This Agreement is effective on the latest signature date ("Effective Date"), and shall continue in effect for a period of five (5) years ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this Agreement shall be automatically renewed for two (2) successive periods of one (1) year each under the same terms and conditions, unless budgeted funds are not appropriated for said term. This Agreement may be terminated by either party by giving thirty (30) days advanced written notice prior to the end of the Initial term or current renewal period. Further, CUSTOMER shall have the right to terminate this Agreement for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination.

2. **LIMITATIONS AND ANNUAL APPROPRIATIONS.**

Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. For the avoidance of doubt, this Agreement will automatically renew each year for successive (1) year terms for a total five (5) years as provided in Section 1, for the Initial Term. Thereafter, this Agreement shall be automatically renewed for two (2) successive periods of one (1) year each under the same terms and conditions as the Initial Term, unless the County gives notice of non-renewal not later than thirty (30) days prior to the expiration of any renewal term.

The total maximum contract obligations for the fiscal year 2019 shall be \$0.00. The maximum contract amount for fiscal years 2020, 2021, 2022, and 2023 shall be \$0.00. The total combined maximum annual payments over the five (5) year term is \$0.00. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

This Agreement shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

To the maximum extent permitted under applicable law and, in that regard, County and GTL expressly acknowledge and agree that this Agreement shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Agreement shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

Any portion of the Agreement regarding governing law and venue is amended to reflect that governing law shall be the State of Georgia and venue shall be the state courts of Effingham County and if in federal court, the United States District Court, Southern District of Georgia.

Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

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### 3. **IMMIGRATION.**

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

\*\* All Contractors are to complete the E-Verify affidavit enclosed as ATTACHMENT D.

### 4. **PROTECTION OF RESIDENT WORKERS.**

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). GTL shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

### 5. **DEBARRED FIRMS AND PENDING LITIGATION.**

GTL acknowledges that in performing this contract for the County, they shall not utilize any firms that have been a party to any of the actions listed in ATTACHMENT C. If GTL has engaged any firm to work on this contract that is later debarred, GTL shall sever its relationship with the firm with respect to County contract.

\*\* All Contractors are to complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - ATTACHMENT C.

### 6. **PRISON RAPE ELIMINATION ACT (PREA).**

On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, GTL certifies that they will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. GTL also certifies that they will comply with all Effingham County policies and procedures that relate to PREA. GTL certifies that they will be responsible for the completion of Attachment G by any and all sub-contractors they employ to work on this contract.

### 7. **SCOPE OF AGREEMENT.**

7.1 In consideration of compensation provided herein, CUSTOMER grants to GTL exclusive right to install and maintain Telephones and Video terminals within its building or on its private property ("Location") during the term of this Agreement. GTL reserves the right to establish rates for telephone and video services in accordance with Schedule B. This Agreement applies to all Telephone(s) and Video terminals currently installed ("existing") and to all future installations ("new").

7.2 In consideration of the compensation paid to CUSTOMER under this Agreement, CUSTOMER expressly waives carrier selection rights, where applicable, and GTL expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the Telephones subject to this Agreement and intended for placement at CUSTOMER locations.

### 8. **RESPONSIBILITY OF GTL.**

8.1 Install Telephones and Video terminals at locations mutually agreed upon by both parties.

8.2 Jointly determine with CUSTOMER the appropriate number of Telephones and Video terminals to be installed at each location, which includes 24 Telephone units,

## Inmate Telephone and Video Visitation Services Agreement

8.3 Service and repair Telephones and Video terminals provided by GTL at GTL's expense, except as otherwise agreed upon herein.

8.4 Comply with the Americans with Disabilities Act (ADA) as it relates to the GTL -provided equipment.

**9. RESPONSIBILITY OF COUNTY.**

9.1 Provide adequate space for Telephones and Video terminals and easy accessibility for use.

9.2 Maintain the area around the Telephones and Video terminals and ensure safe and ready access to the users of the Telephones and Video terminals and to GTL.

9.3 Allow GTL access to perform maintenance during the established hours of accessibility jointly agreed to by CUSTOMER and GTL, except when access must be denied to ensure the safety of GTL service personnel and/or to maintain institutional control.

9.4 Allow GTL access to and use of house cable and inside wire at no cost, in order to install and provide telephone or video service.

9.5 Any relocation, expansion, addition, or deletion of Telephones, Video terminals or equipment, for reasons other than safety, resulting in extraordinary expense and expected to be paid for by GTL must be agreed to by GTL in advance of the cost being incurred or alternatively, the cost be paid by CUSTOMER.

9.6 Exercise reasonable care to prevent the loss through theft and any damage to the Telephones and Video Terminals.

**10. OWNERSHIP.**

All equipment, including Telephones and Video/Tablets, provided and utilized by GTL for the provision of GTL provided services offered to CUSTOMER shall remain the property of GTL. At the termination of this Agreement all equipment, including Telephones and Video/Tablets, provided and utilized by GTL for the provision of GTL Provided Services shall be removed by GTL at its expense from the FACILITY.

**11. COMMISSION.**

GTL agrees to pay CUSTOMER a commission in accordance with Schedules A and B, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to CUSTOMER.

**12. FORCE MAJEURE.**

GTL shall be excused from performance under this Agreement to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, CUSTOMER shall be excused from performance due to the failure, fluctuation or outage of electrical power, heat, air-conditioning or equipment failure or similar event beyond its reasonable control; provided that CUSTOMER shall use reasonable efforts to return to full performance as expeditiously as possible. GTL reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this Agreement upon 60 days advance written notice to CUSTOMER when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where inmate population or capacity of the facility materially changes. CUSTOMER acknowledges that the services provided by GTL are subject to federal, state, and local regulatory requirements, and GTL must perform in compliance therewith.

**13. DEFAULT.**

If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within thirty (30) days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

**14. INSURANCE.**

GTL and its subcontractors shall be required to procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

## Inmate Telephone and Video Visitation Services Agreement

performance of the work hereunder by GTL, their agents, representatives, employees or subcontractors. **Work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (Contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

### 15. **LIMITS OF INSURANCE.**

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

### 16. **SPECIAL REQUIREMENTS.**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this request shall be endorsed with the standard ACORN language regarding thirty (30) days notice of cancellation, by written notice sent by U.S. mail, return receipt requested, to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Proposer must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

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**17. INDEMNIFICATION.**

GTL agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all third-party liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by GTL's negligence or its subcontractors. GTL's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. GTL further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at GTL's expense, and agrees to bear all other reasonable costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of GTL or its subcontractors or anyone directly or indirectly employed by any of them. GTL's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by GTL.

**18. NOTICES.**

Any notices or other communications to be given under this Agreement shall be sent to the following persons:

**FOR CUSTOMER:**

ATTN: County Administrator  
Effingham County Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329

**FOR GTL:**

ATTN: General Counsel  
Global Tel Link Corporation  
12021 Sunset Hills Road, Suite 100  
Reston, VA 20190

**19. LAWFULNESS OF AGREEMENT.**

The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.

**20. NONWAIVER.**

The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

**21. GOVERNING LAW.**

This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State of Georgia.

**22. SUCCESSORS AND ASSIGNS.**

This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.

**23. AMENDMENTS AND MODIFICATIONS.**

Amendments and modifications to this Agreement, must be in writing and signed by an authorized representative of each Party.

**24. SEVERABILITY.**

In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can



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legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

**25. CONFIDENTIALITY.**

The terms of this Agreement shall be kept confidential, except as required by law.

**26. ENTIRE AGREEMENT.**

This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

**27. MONITORING AND RECORDING.**

County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any telephone and/or video recording or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the telephone and/or video monitoring and recording capabilities supplied through this Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability, costs and expenses relating to any claims made against GTL arising out of failure of County (or the GTL at the direction of the County) to comply with such law, regulation or guideline. County acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment and tablets GTL provides to County are the exclusive property of the County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that GTL 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.

**THIS SECTION INTENTIONALLY LEFT BLANK**

Inmate Telephone and Video Visitation Services Agreement

CUSTOMER:

Global Tel Link Corporation  
~~XXXXXXXXXX~~

  
Signature

  
Signature

Wesley Corbitt  
Name Printed/Typed

John Pitsenberger  
Name Printed/Typed

Chairman  
Title

Chief Financial Officer  
Title

Date: 07/17/2018

Date: 9/10/2018

Federal Tax ID Number: 58-6000821

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**SCHEDULE A**

**CALL RATES AND COMMISSION SCHEDULE  
FOR  
Effingham County Prison**

**Inmate Telephone Service:**

GTL agrees to pay CUSTOMER compensation for Inmate Telephone Service based upon forty-five (45%) percent of the Gross Revenue billed or prepaid Local, IntraLATA, InterLATA and InterSTATE telephone calls covered by this Agreement and as set forth below. Gross Revenue shall mean all revenue generated by every completed Local, IntraLATA, InterLATA and InterSTATE inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to GTL. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; and (iv) any amount GTL 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 GTL in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the County unless written objection is received by the GTL within sixty (60) days of receipt of commission payment by the County.

<b>Call Rates</b>		
<b>Call Category</b>	<b>Collect per/min</b>	<b>Prepaid Debit Card per/min</b>
<b>Local</b>	\$0.13	\$0.12
<b>IntraLATA</b>	\$0.25	\$0.21
<b>InterLATA</b>	\$0.25	\$0.21
<b>InterState</b>	\$0.25	\$0.21
<b>International</b>	\$0.64	\$0.64

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

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use



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Fee for use of third-party money transmitter ( <i>e.g.</i> , 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
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**Single-Call and Related Billing Arrangements for Inmate Telephone Services.** GTL may permit consumers to purchase inmate telephone calls on a collect call basis through third-party billing arrangements that allow consumers to pay for a single inmate telephone call using such methods as their debit or credit card, billing the cost of a single inmate telephone call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single inmate telephone call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

Commission checks are to be mailed to the following address:

Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329  
ATTN: Finance Department

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**SCHEDULE B**

**VIDEO VISITATION AND TABLET CHARGES AND RATES**

**FOR**

**Effingham County Prison**

**Video Visitation and Tablets**

GTL will supply the Video Visitation Tablets ("Tablets"), subject to the following limitations and conditions. The Tablets shall at all times remain the sole and exclusive property of GTL. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. GTL will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. GTL will install access points to enable access within each location at the facility, as reasonably permitted by layout and other characteristics of the facility.

- a. Enhanced Services. GTL will provide the following Enhanced Services via the Tablets:
  - i. Content. GTL will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. GTL reserves the right to add, alter or discontinue any Content.
  - ii. Video Visitation. Remote video visitation via the Tablets.
  - iii. 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 GTL consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services upon an inmate's release. Inmate friends and family deposits are final.
- b. GTL Obligations. GTL 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 Customer's commissary service. GTL 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.
- c. Customer Obligations. A Customer must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of usage fees listed herein. In addition, Customer must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to GTL by either Customer, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide GTL with secure space to store Tablets and other GTL 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 Customer on all matters involving Enhanced Services, including reporting to GTL any damage or malfunction with equipment; and (11) distribute one (1)

## Inmate Telephone and Video Visitation Services Agreement

headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by GTL for use with Enhanced Services.

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

- a. Content Access: \$0.05 per minute
- b. Video Visitation Services: \$0.25 per minute remote visits
- c. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
  - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** GTL will pay Customer a commission as follows. Once the Expenditure (defined below) is satisfied, GTL will pay monthly a sum equal to twenty-five percent (25%) of gross revenue received from the per minute rate charged to inmates for access to Tablet Content ("Content Revenue") contingent upon a minimum of eighty percent (80%) of Customer's inmates having reasonable access to the Tablets. Once the Expenditure (defined below) is satisfied, GTL will also pay Customer monthly a sum equal to \_\_twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions. GTL will not owe or pay any commission on the first ten thousand dollars (\$10,000.00) in Content Revenue collected ("Expenditure"), to enable GTL to defray capital expenditures in connection with Enhanced Services deployed, including all installation costs. If Customer terminates the Agreement for any reason other than breach by GTL, Customer will pay GTL within thirty (30) days following termination the outstanding balance, if any, after subtracting from the Expenditure the Content Revenue collected by GTL as of the date of termination. Tablet Commission payments will be completed monthly, and all Tablet commission payments will be final and binding upon the Customer unless written objection is received by GTL within sixty (60) days of receipt of the commission payment by the Customer.

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;  
and;

2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

Global Tel Link Corporation (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **Inmate Telephone and Video Visitation Services Agreement** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



CONTRACTOR

9/10/2018

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF September 2018

Jennifer Enyeart  
Notary Public

JENNIFER ENYEART  
NOTARY PUBLIC  
REG. #7703653  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2020

My Commission Expires: 12-31, 2020

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ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), John Pitsenberger, Chief Financial Officer,  
Name Title

Global Tel Link Corporation  
Name of Company

(herein after "Company"), in consideration of the privilege to work on the following Effingham County Agreement titled **Inmate Telephone and Video Visitation Services Agreement** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

[Signature]  
SIGNATURE

9/10/2018  
DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF September, 2018

Jennifer Enyeart  
Notary Public

JENNIFER ENYEART  
NOTARY PUBLIC  
REG. #7703653  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2020

My Commission Expires: 12.31, 2020

**ATTACHMENT C**

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

None.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

GTL answers this as "None." However, GTL does bring to your attention a civil law suit which was settled without any admission of wrongdoing. In February 2017, the Mississippi Attorney General filed 11 separate lawsuits against numerous different corporate entities who have done business with the state through the Mississippi Department of Corrections, including GTL. The lawsuit was based upon the underlying federal criminal prosecution of the former Commissioner of the Mississippi Department of Corrections and other individuals. GTL was not a target of the criminal investigation and fully cooperated with the federal government. With respect to the litigation, GTL filed a motion to dismiss the case and in August 2017, the Attorney General dismissed the complaint with prejudice after reaching a settlement of the lawsuit with GTL. The settlement acknowledged that GTL denied any involvement or liability in any wrongdoing, and released GTL from all state civil, criminal and administrative claims. GTL remains a contractor to the state of Mississippi and was awarded a new Mississippi Department of Corrections contract in 2017.

3. List any convictions or civil judgments under states or federal antitrust statutes.  
None.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

GTL takes its contract performance obligations very seriously and is committed to customer satisfaction. Like other companies, from time to time, GTL experiences issues with contract performance. In those situations, GTL works to address issues cooperatively and collaboratively with customers, striving to resolve any issues as quickly as possible. In the past five years, GTL has worked with its customers to respond to and resolve formal contractual notices of performance issues concerning inmate telephone or video visitation services involving human error or resource constraints with the following facility customers: The State of New Hampshire, Department of Administrative Services; Pinellas County, Florida; Charlotte County, FL; and Orange County, CA. As of the date of this disclosure statement, GTL has satisfied such concerns or is working cooperatively with the customer to resolve any outstanding issues.

5. List any prior suspensions or debarments by any governmental agency.  
None.



6. List any contracts not completed on time.

GTL takes its contract performance obligations very seriously and is committed to customer satisfaction. Like other companies, from time to time, GTL experiences issues with delays in contract performance. In those situations, GTL works to address issues cooperatively and collaboratively with customers, striving to resolve any issues as quickly as possible. In the past five years, GTL has worked with its customers to respond to and resolve formal contractual notices of delayed performance due to human error or resource constraints concerning inmate telephone or video visitation services with the following facility customers: The State of New Hampshire, Department of Administrative Services. As of the date of this disclosure statement, GTL has satisfied the concerns.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

GTL is committed to superior customer service and satisfaction. GTL customer agreements may contain a clause imposing late fees or liquidated damages for delayed payment obligations or service interruptions. In the ordinary course of business, GTL works to swiftly resolve these types of issues to the satisfaction of GTL and the customer, without penalty. However, there have been occasion where late fees or service interruption fees were paid to the customer, to include the following: In the past five years, GTL has paid a total of \$106,566 to customers related to these issues. This includes payments to Georgia Department of Corrections (\$26,186); Los Angeles County, CA (\$64,300) and North Carolina Department of Corrections (\$16,080).

8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

None.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Inmate Telephone and Video Visitation Services Agreement

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, John Pitsenberger, as Chief Financial Officer  
Name of individual Title & Authority

of Global Tel Link Corporation, declare under oath that the above statements,

including any supplemental responses attached hereto, are true.



Signature

State of: Virginia

County of: Fairfax

Subscribed and sworn to before me on this 10<sup>th</sup> day of September 2018

by John Pitsenberger representing him/herself to be

CFO of the company named.

Jennifer Enyeart  
Notary Public

My Commission expires:

12-31-2020

JENNIFER ENYEART  
NOTARY PUBLIC  
REG. #7703653  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2020

Resident State: Virginia

Inmate Telephone and Video Visitation Services Agreement

**ATTACHMENT D  
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603,, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractors) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program\* User Identification Number: #55676



9/10/2018

BY: Authorized Officer or Agent (Contractor Name)

Date

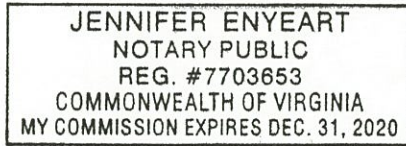
CFO

Title of Authorized Officer or Agent of Contractor

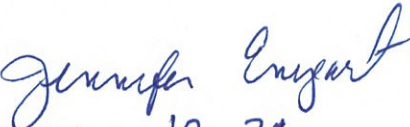
Printed Name of Authorized Officer or Agent: John Pitsenberger, Chief Financial Officer

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10<sup>th</sup> DAY OF September 2018



Notary Public



My Commission Expires: - 12-31, 2020

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Inmate Telephone and Video Visitation Services Agreement

(Not Applicable)

**ATTACHMENT E  
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with Global Tel Link Corporation (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the Contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program\* User Identification Number

Date of E-Verify Authorization

Address: 12021 Sunset Hills Road, Reston, VA 20190

BY: Authorized Officer or Agent (Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF 2018

Notary Public

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**ATTACHMENT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I hereby certify that I am the Chief Financial Officer and duly authorized representative of Global Tel Link Corporation (Contractor) whose address is 12021 Sunset Hills Road, Reston, VA

20190 and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

9/10/2018

(Date)

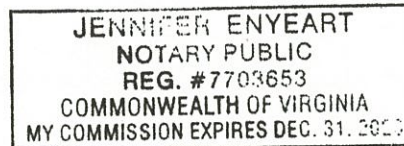


(Signature) John Pitsenberger

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10<sup>th</sup> DAY OF September 2018

  
Notary Public




My Commission Expires:

December 31

, 20 20

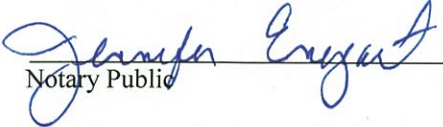
**ATTACHMENT G**  
**PRISON RAPE ELIMINATION ACT**  
**ACKNOWLEDGEMENT STATEMENT**

I understand that the Effingham County Correctional Institute has a zero tolerance policy prohibiting visitors, contractors and volunteers from having sexual contact of any nature with offenders. I agree not to engage in sexual contact with any offender while visiting a correctional institution, whether in a visiting capacity, contractor capacity, or volunteer capacity. I agree that if I witness another having sexual contact with an offender, or if someone reports such conduct to me, that I will immediately report it to a corrections employee. I understand that my authorization to enter a correctional institution is conditioned on my agreement not to engage in sexual contact of any nature with any offender and to report such conduct when I learn of it. I also understand that if I violate this agreement I will be permanently banned from entering all Georgia correctional institutions, and that the Effingham County correctional institute may pursue criminal prosecution. I understand that if I should learn of an incident involving sexual abuse or sexual harassment of an offender I will report it to the supervisor in charge immediately.

  
\_\_\_\_\_  
CONTRACTOR, Global Tel\*Link Corporation, John Pitsenberger, CFO      9/10/2018  
DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10<sup>th</sup> DAY OF September, 2018

  
\_\_\_\_\_  
Notary Public

JENNIFER ENYEART  
NOTARY PUBLIC  
REG. #7703653  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2020

My Commission Expires: - 12-31, 2020