

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 179

Contract # Admin will assign		13979D	
Dept./Division	Sheriff's Office Security Services Division	Vendor Name	Global Tel*Link Corp. dbs ViaPath Technologies
Brief Addendum Title/Description	Contract addendum to increase the term of the contract for jail resident phone and video visitation services from November 1, 2025 through October 31, 2026.	Vendor MUNIS #	2965
		Addendum Term	11/1/2025 - 10/31/2026
		Amount (\$)	\$ 0.00

Department Contact Information		Vendor Contact Information	
Contact	Lillian Radivojevich	Contact	Charles Lintz
Phone #	(608) 284-4801	Phone #	(219) 689-3211
Email	radivojevich@danesherriff.com	Email	charles.lintz@viapath.com
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
☐	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
☐	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
☐	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	5/4//2020 - 5/3/2023	\$ 0.00	☐ None	Res# 2019 RES-357
	13979A	5/4//2023 - 5/3/2024	\$ 0.00	☐ None	Res#
	13979B	5/4//2024 - 5/3/2025	\$ 0.00	☐ None	Res#
	13979C	5/4//2025 - 11/1/2025	\$ 0.00	☐ None	Res#
	13949D	11/1/2025 - 10/31/2026	\$ 0.00	☐ None	Res# 2025 RES-179
				☐ None	Res#
Total Contracted Amount			\$ 0.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
☐ Corporation Counsel:	☐ Risk Management:	☒ No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Tetzlaff, Janice	Digitally signed by Tetzlaff, Janice Date: 2025.10.06 15:16:48 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 10/6/25 Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, October 6, 2025 3:35 PM
To: Hicklin, Charles; Rogan, Megan; Pabellon, Carlos; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract 13979D
Attachments: 13979D.pdf

Importance: High

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/6/2025 3:35 PM	Approve: 10/6/2025 3:35 PM
	Rogan, Megan	Read: 10/6/2025 4:07 PM	Approve: 10/6/2025 4:07 PM
	Pabellon, Carlos		
	Cotillier, Joshua		
	Stavn, Stephanie		
	Oby, Joe		

PLEASE REVIEW THIS ASAP...IT NEEDS TO BE PUT IN LEGISTAR FOR A MEETING THAT IS HAPPENING ON THURSDAY!

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

Contract #13979D
Department: Sheriff
Vendor: Global Tel*Link Corporation
Contract Description: Extend term of contract & incorporate changes mandated by the FCC (Res 179)
Contract Term: 11/1/25 – 10/31/26
Contract Amount: \$0

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
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

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Pabellon, Carlos
Sent: Monday, October 6, 2025 3:37 PM
To: Goldade, Michelle
Subject: Approve: Contract 13979D

**AUTHORIZING A CONTRACT EXTENSION FOR DANE COUNTY JAIL RESIDENT
TELEPHONE AND VIDEO VISITATION SERVICE**

Dane County and its Sheriff are responsible for the keeping of the Dane County Jail and caring for jail residents therein, including the provision of access to telephone and video visitation service.

Global Tel*Link Corporation d/b/a Viapath Technologies currently provides equipment, including installation, for jail resident phone and video visitation services. The 5-year contract expired on May 3, 2025 and a 6-month contract term extension was approved by the County Board until November 1, 2025. The Sheriff's Office and Viapath wish to extend the term of the contract an additional 12-months from November 1, 2025 through October 31, 2026.

Dane County engaged in a competitive bidding process for a vendor to provide jail telephone and video visitation service to residents however, a new contract has not been approved by the County Board, to date. A new contract shall require at least 60-days to implement, once approved by the County Board.

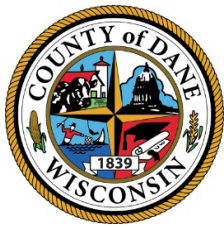
As there is no pending contract, the Sheriff's Office faces a critical need to ensure that jail residents maintain their current services. A bid waiver is requested to extend the current jail communication contract with Viapath by addendum through October 31, 2026, with the provision that the contract can be terminated by the County at any time prior to that date with at least 60-days' written notice to Viapath.

Telephone and video visitation services provided by Viapath are at no cost to the County and Viapath shall pay the Sheriff's Office an administrative fee of \$6,500 per month from November 1, 2025 through the end of the extension period. The contract also requires Viapath to provide up to \$12,500 worth of free phone minutes for indigent residents.

The Sheriff's Office also requests an extension to the existing contract to provide time to obtain a new contract including allowing for an adequate transition period to ensure continuity in resident phone, tablet, and video visitation services. If the current contract is not extended, the jail will not have critical communications services including electronic general and basic need requests, social work and re-entry service requests, medical and mental health requests, and grievances. Also, jail residents will lose the ability to order commissary through the tablets and purchase entertainment, including the free access to e-books and educational programming.

NOW, THEREFORE, BE IT RESOLVED, that a bid waiver is granted and the term of Contract # 13979 is extended through October 31, 2026 to continue jail resident telephone and video visitation services; and

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 term extension.



DANE COUNTY CONTRACT

ADDENDUM #13979D

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Global Tel*Link Corporation d/b/a Viapath Technologies (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract #13979, have previously entered into a contractual relationship pursuant to which Provider provides equipment and installation for resident phone and video visitation services, and the Master Agreement had been amended by Addendum #13979C

WHEREAS County and Provider had previously amended the Master Agreement in order to address changes mandated by the Federal Communications Commission's ("FCC") final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the "FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act") governing incarcerated people's communications services ("IPCS").

WHEREAS, The Federal Communications Commission's final Report and Order, was stayed

WHEREAS County and Provider wish to extend the term of the contract from November 1, 2025 through October 31, 2026, or the date in which a new vendor has fully implemented their replacement system, whichever of the two occurs first.

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall replace Addendum #13979C in its entirety and control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so

reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.

3. The term of the contract is extended from November 1, 2025 through October 31, 2026 to continue the program for resident telephone, video visitation and tablet services. The contract may be terminated at any time with at least 60 days' notice given to PROVIDER by COUNTY.
4. Schedules A, B, B-2, C, & D shall be deleted and replaced in their entirety with the revised Schedules A, B, B-2, C & D attached hereto and incorporated by reference herein. The rates, charges, commissions and other provisions are amended as included in the Schedules effective on November 1, 2025. If FCC Order stay is lifted or amended by judicial or regulatory proceedings. The rates, charges, commissions and other provisions in the Schedules shall be amended to comply with the any subsequent effective date for compliance and parties shall make adjustments to the schedules through a subsequent addendum.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:



Kali Runco
Contracts Manager

10/6/2025
Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

PROVIDER shall continue to provide a Digital Jail Resident Telephone, Tablet, and Video Visitation System at the Dane County Jail. This shall include a fully operational system, including all phone, tablet, and video visitation services for all calls 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 provide all labor, supervision, software, hardware any associated updates and equipment required to install, operate and maintain a Jail Resident phone and video visitation system including but not limited to:

- Provide services 24 hours a day, seven days a week
- Provide all calling, tablet, 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 term shall be from November 1, 2025 to October 31, 2026, or the date in which a new contract has been awarded and that vendor has fully implemented their replacement system, whichever of the two occurs first. Any extensions needed beyond October 31, 2026 shall require a separate addendum.

PROVIDER shall maintain the current installed phones and video visitation stations based on the below chart:

Current Location of phones and video visitation

Phone Location	Number of Residents	Number of Phones	# of Visitation Stations (2 Phones/handsets per station)	Current Number of Wall Kiosks	NFC Units
PSB Visitation +attorney	Varies		10	0	0
PSB Booking	Varies	4	0	0	0
PSB Male Dorm	48	6		6	0
PSB Male Segregation	15	1		0	0
PSB Female Housing	16	3		2	0
PSB Pod 3C	28	4		1	2
PSB Pod 3E	24	4		1	2
PSB Pod 3A	48	7		1	4
PSB Pod 3K	48	7		1	6
PSB Pod 3G	24	4		1	8
PSB Pod 3-I	28	4		1	8
PSB Pod 4C	28	4		1	11
PSB Pod 4E	24	4		1	8
PSB Pod 4A	48	7		1	9
PSB Pod 4K	50	7		1	8
PSB Pod 4G	24	4		1	9
PSB Pod 4-I	28	4		1	8
CCB 6 West	114	21		2	31
CCB 7 West	100	17		6	19
CCB 6 East	73	18			24
CCB 7 East	54	10			20
Court House Lock-up	varies	7			0
PSB Enrollment Only		2			0
CCB Enrollment Only		1			0
CCB Female Visitation + Atty.			9		0
CCB Male Visitation + Atty.			17		0

	822	150	36	28	157
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SCHEDULE B
Service Schedules
Resident Telephone Service
Service Schedule

This Service Schedule applies only to resident telephone service ("ITS"). Additional terms and conditions applicable to ITS are set forth in Tariffs or on PROVIDER's website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Resident Phones	Platform
n/a	In accordance with Schedule A	ICMv

Base Features
Password Protected Web based User Interface
Blocked Access to Toll-Free Numbers
Collect, Prepaid, and Optional Debt Calling
TDD/TTY Capability
Call Prompts in English and Spanish

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of PROVIDER installed by PROVIDER shall remain in all respects that of PROVIDER. PROVIDER 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. PROVIDER shall not exercise such a right of removal or relocation unreasonably. PROVIDER shall notify COUNTY in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the PROVIDER, PROVIDER shall restore said premises to its original condition, ordinary wear and tear excepted; however, PROVIDER 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. COUNTY shall not, and shall not allow any third party to make alterations or attachments to the Equipment.

2. Resident Telephone Services.

PROVIDER shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of PROVIDER by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated resident telephone system Services provided by PROVIDER; (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 PROVIDER's obligations under this Agreement. PROVIDER reserves the right to control unbillables, bad debt and fraud.

PROVIDER does not furnish, maintain or provide consumables for peripheral equipment associated with the resident telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. **Rates and Charges for Resident 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: \$0.07 per minute of use.
- b. Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.07 per minute of use.
- c. Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.07 per minute of use.
- d. International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.07 per minute of use plus the applicable call termination rate for the international destination of the call as published on the PROVIDER's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.viapath.com/legal-and-privacy/federal-tariffs-and-price-lists/>.

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 inclusive of taxes, and other amounts collected by PROVIDER 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 PROVIDER in connection with such programs.

4. **Single-Call and Related Billing Arrangements for Resident Telephone Services.** PROVIDER 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.

5. **Additional Terms**

- a. **Monitoring and Recording.** COUNTY agrees that PROVIDER has no responsibility to advise COUNTY with respect to any law, regulation, or guideline that may govern or control any telephone 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 monitoring and recording capabilities supplied through this Agreement. PROVIDER 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 PROVIDER arising out of failure of COUNTY (or the PROVIDER at the direction of the COUNTY) to comply with such law, regulation or guideline.
- b. **Ownership of Records.** PROVIDER acknowledges that all call detail records ("DRs") and call recordings, electronic records and data contained in the resident telephone system equipment PROVIDER provides to COUNTY under this Agreement are the exclusive property of the COUNTY for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that PROVIDER 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. Upon termination or expiration of the Agreement, it is understood that all completed or partially completed data, records, recordings, computations, and all other material PROVIDER has collected or prepared in carrying out the Agreement shall be provided to and become the exclusive property of the COUNTY unless or until such time as any of the above materials become public domain, except where otherwise required by federal or state law.
- c. **DATA PRIVACY PROTECTIONS.** PROVIDER shall implement reasonable administrative, technical, and physical safeguards that protect any personal, confidential, or sensitive data accessed, processed or stored in the performance of the contract. At a minimum, such requirements shall include:
 - i. Notification to COUNTY of any known or suspected data breach within 72 hours of identification.
 - ii. Access controls limiting data exposure to authorized personnel only.
 - iii. Prohibition of the sale, use or rental of data by PROVIDER, unless expressly authorized by the COUNTY in writing.
 - iv. Secure disposal or return of data upon contract completion or termination, and
 - v. Compliance with applicable local, state, and federal privacy laws.

SCHEDULE B-2
Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets

1. Applicability. This Service Schedule applies only to the enhanced services referenced.

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 Communications” means voice communications and/or video visitation.

“Enhanced Services” means information services, educational, and entertainment products.

“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”). PROVIDER 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 PROVIDER to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations. This does not include any new installation in the tower portion of the Jail Consolidation project, which is projected to be operational at the beginning of 2027. PROVIDER shall not be responsible for the provision of services at any additional sites not expressly identified in this Agreement, unless and until such additional sites are mutually agreed upon in writing by the Parties through a duly executed amendment or separate agreement.

Location	Location Description
115 W. Doty Street Madison, WI 53703	Dane Public Safety Building Jail (PSB)
210 Martin Luther King Jr. Blvd. Madison, WI 53703	Dane County City County Building Jail (CCB).

4. PROVIDER Provided Equipment, Services and Cabling. PROVIDER will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to COUNTY. PROVIDER 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 COUNTY upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), COUNTY will collect and deliver to PROVIDER all Tablets and related equipment assigned to the Location(s) and provide PROVIDER a reasonable opportunity to collect all associated equipment and hardware (except cabling).

PROVIDER shall continue to provide twenty-one (21) flex units, four (4) charging carts and one (1) scheduling kiosk to the COUNTY.

5. **Support and Maintenance.** PROVIDER will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. PROVIDER will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. COUNTY 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 COUNTY will permit PROVIDER 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 PROVIDER to perform its obligations herein, and if required, COUNTY shall provide security escorts for PROVIDER personnel.

PROVIDER will provide up to 25% deployed tablets during the Renewal Period, to cover normal wear and tear as determined by the PROVIDER. If additional tablets are requested or required, to maintain a contractual resident-to-tablet ration, during the Renewal Period above the 25%, the additional tablets will be provided at a rate up to \$299 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets.

6. **Tablets.** The PROVIDER shall provide a 1:1 ratio of Tablets to Residents under the Agreement. PROVIDER may adjust the number of Tablets up or down at any time. PROVIDER 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 PROVIDER. Each resident provided with access to a Tablet must agree to tablet use terms and conditions to be granted use of the Tablet. PROVIDER will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. PROVIDER will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. Enhanced Services. PROVIDER will provide the following Enhanced Services via the Tablets:
- i. Resident Content Access. PROVIDER 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. PROVIDER reserves the right to add, alter or discontinue any Content Access.
 - ii. Video Visitation. On-premise and Remote video visitation.
 - iii. Voice Communication. PROVIDER will enable Tablets for outbound voice communications that include the security features and functionality of the resident telephone service (“ITS”) platform supplied by PROVIDER. Headsets equipped with a microphone will be required
 - iv. Resident Accounts. All Tablet usage may be purchased with money from a Resident Account, which is funded by residents or their families or friends (individually “Resident Account” and collectively “Resident Accounts”). Residents fund the Resident Account by transferring monies from their trust account. Resident friends and Family fund a resident’s Resident Account by deposits made through PROVIDER consumer channels. Transaction Fees may apply. Funds in a Resident Account may only be returned to a resident upon termination of Enhanced Services at all Locations or upon a resident’s release.
 - v. Basic Education: PROVIDER 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: PROVIDER agrees to provide access to a law library.
 - vii. OverDrive: PROVIDER agrees to support digital library under County’s Subscription

- viii. ViaPath Additional Features. The ViaPath Additional Features and value-add services will be provided to the COUNTY under Enhanced Services.

Enhanced Features
Mobile IQ – Cellsense Plus
Audio Lab Solution
Forensic Audio Analysis
Voice IQ - Initial
Voice IQ – Continuous
365 Day On-Line Call Recording Storage
60 Day On-Line Video Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools
Up to \$12,500 for free phone calls for indigent calling.

- d. PROVIDER Obligations. PROVIDER will provide one headset to each resident who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the resident through COUNTY's commissary service. PROVIDER 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.
- e. COUNTY Obligations. A COUNTY must allow: continued 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% paid Content subject to the payment by the resident of Content usage fees listed herein. In addition, COUNTY must: (1) distribute the Tablets to residents 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 the creation of Resident Accounts for use with PROVIDER's products; (3) allow resident family and friends to make deposits into Resident Accounts; (4) facilitate the integration of Resident Accounts and commissary accounts for the real-time exchange of funds, at no charge to PROVIDER by either COUNTY, or its third-party vendors, if any; (5) facilitate the recycling and reuse of Tablets; (6) provide PROVIDER with secure space to store Tablets and other PROVIDER equipment

associated with Enhanced Services; (7) provide at its expense all necessary power and power source; (8) designate a single point of contact authorized to act on behalf of the COUNTY on all matters involving Enhanced Services, including reporting to PROVIDER any damage or malfunction with equipment; (9) distribute one (1) headset to each resident who is provided with access to a Tablet the first time. COUNTY 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 PROVIDER for use with Enhanced Services.

7. Enhanced Communications, Enhanced Services and Accessories Rates.

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

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Tablet 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:
 - 1. \$0.00 (at no charge) per minute Extended Local Visit Price
 - 2. \$0.12 per minute Remote Visit Price
- d. Replacement Headphones or Earbuds: \$4.00
- e. Tablet Replacement. \$299.00
- f. Messaging From Resident Family and Friends (charged to resident 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)

- g. Transaction Fees. PROVIDER may charge certain Transaction Fees for Enhanced Services in accordance with the following amounts:

Automated payment for credit card, debit card, and bill processing fees	Up to \$3.95 per transaction
Live Agent Fee	\$5.95 per transaction
Third Party Financial Transaction Fee	Up to \$5.95 per transaction when transaction is paid via a live agent Up to \$3.00 per transaction when transaction is paid via automated payment system
Tablet Account Setup Fee	Up to \$1.50

8. **Administrative Fee.**

PROVIDER shall pay a monthly Administrative Reimbursement Fee for the actual costs of the administration of the tablet services. COUNTY shall invoice PROVIDER \$6,500 monthly for this fee.

Payments shall be delivered to the address listed in this Section, which may be changed by COUNTY from time to time upon notice to PROVIDER in accordance with terms of the notice provision of this Agreement.

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

9. **Additional Terms**

- a. **Monitoring and Recording.** COUNTY acknowledges that the Enhanced Services provide COUNTY 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. COUNTY further acknowledges and agrees that PROVIDER has no responsibility to advise COUNTY with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by COUNTY of the use of the Tablets, 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 monitoring and recording capabilities supplied through the Agreement. PROVIDER 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 agrees to hold PROVIDER and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against PROVIDER arising out of failure of COUNTY (or the PROVIDER at the direction of the COUNTY) to comply with such law, regulation or guideline.

b. Limitation of Liability

Provider and its affiliates and suppliers will in no way be responsible, or liable for, and provider 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, residents or county personnel. Furthermore, provider 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. COUNTY 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, provider 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. Provider does not warrant that enhanced services will meet your requirements, be error-free or that all errors may be corrected. Provider does not warrant that use of enhanced services will be continuous or uninterrupted and provider 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 provider or its suppliers or licensors, or their respective affiliates be liable to 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 provider 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 C

Reports

Standard reports per the RFP are required.

SCHEDULE D

Provider Owned and Operated Network

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

Any ongoing maintenance issues will be reported to PROVIDER by the Dane County Sheriff's systems coordinator.

All infrastructure and services will continue to 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. COUNTY Obligations. PROVIDER will install access points (APs) to be owned and operated by PROVIDER in place of 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. COUNTY will work to provide wireless network access for Sherriff staff in key areas, however coverage of the entire jail space by COUNTY APs will cease. 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 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 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 COUNTY to use additional fiber should conditions warrant. If COUNTY cannot approve this request PROVIDER will be responsible for building out additional Fiber.

All PROVIDER distribution switches (switches providing network access and power for Wireless Access Points) may be installed in the existing network closets. 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. 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 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 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. Sheriff staff may also use this connection to access 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.