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**FOURTH AMENDMENT TO INMATE  
TELEPHONE VENDING AGREEMENT**

THIS FOURTH AMENDMENT TO THE INMATE TELEPHONE VENDING AGREEMENT (“Fourth Amendment”) takes effect on the date of full execution of this Amendment (“Effective Date”), and amends and revises the Telephone Vending Agreement (the Agreement”), dated August 1, 2005, by and between the County of Dauphin, a county existing under the laws of the Commonwealth of Pennsylvania, with principal offices at 2 South Second Street, Harrisburg, Pennsylvania, 17101 (“Premise Provider”), and DSI-ITI, INC., formerly Inmate Telephone, Inc., having a place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (“Company”). Company and Premise Provider may be referred to herein individually as the “Party” and collectively as the “Parties.” All capitalized terms not defined herein have the definitions as provided in the Agreement.

WHEREAS, the Parties would like to amend the Agreement as more fully described below.

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

1. The Parties agree to extend the term of the Agreement for an additional six years from the Effective Date.
2. Company agrees to provide Premise Provider with payment services and tablets, in accordance with the attached Payment Services Service Schedule and the Service Schedule for Enhanced Services – IP Enabled Tablets, attached and made part of this Amendment. Said tablets shall be provided within nine (9) months of the effective date with the necessary network to operate the program.
3. The Parties agree that Company shall pay the Premises Provider:
  - a) Eighty-one-point six (81.6%) percent commission on gross revenue, with no deductions for fraud, bad debt, uncollectible, unbillable calls or for any cost of Company in providing the services under the Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commissions shall be paid on all call types, including collect, direct billed, prepaid, Advance Pay and debit. Monthly reports shall include an inmate telephone commission and summary report which shall include, at a minimum, the date of report, time period covered, total number calls for each billing group, total number minutes for each billing group, total commission for each billed group and total gross revenue.
  - b) Company will pay Premises Provider a commission every month of twenty (20%) percent of revenue from Content purchased by the inmate (“Content Revenue”). Content Revenue does not include revenue from infrastructure charges, voice communications completed using the Tablets, the sale of accessories, or transaction fees. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.
  - c) Company shall provide Premise Provider with a minimum monthly guarantee (“MMG”) of fifty-six thousand five hundred and thirty-three dollars and thirty-three cents (\$56,533.33) per month or the greater of the combination of Section 3a and 3b above. Company will encumber sixteen thousand, six hundred and sixty-six dollars and sixty-seven cents (\$16,666.67) of the monthly commissions or the MMG to fund the Break the Cycle grant. The Break the Cycle grant is defined as \$200,000.00 annually to be used at the Premise Provider’s discretion to purchase goods or services that the Premise Provider can use for recidivism reduction or inmate benefit. Company will provide accessibility to the full year’s annual “Break the Cycle” at the beginning of each contract year.

In consideration for the MMG above, the Parties agree that commencing August 1, 2020, Company shall be the exclusive provider of all inmate banking services contained in the attached Payment Service Schedule at all Premise Provider locations. Should GTL not become the exclusive provider of inmates banking services on August 1, 2020 or any time thereafter, the MMG shall immediately be reduced by eight thousand, three hundred thirty-three dollars and thirty-three cents (\$8,333.33).

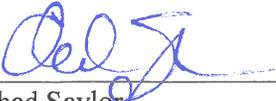
4. Further, Company will provide Premise Provider:

- a. Data IQ for GTL Data Only, GTL Called Party IQ, and GTL Call IQ Basic as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto;
  - b. Inmate Trust/Accounting System at no cost should the Premise Provider elect to implement the Company's Inmate Accounting System as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto. Implementation shall include 30 days onsite training, 40 reports, 584 hours of business analysis and project management;
  - c. CorreTrak Inmate Tracking System from Dynamic Imaging with fifty-five (55) iPod Touch devices and integration with the existing Offender Management System (OMS Evolution) as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto;
  - d. Up to three thousand dollars (\$3,000.00) annually for use to attend Company's annual User Group Conference;
  - e. One full-time certified Technician on premises as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto;
  - f. GTL Virtual Receptionist Facility Automated Attendant at no cost as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto;
  - g. Access to Law Library Application via the Company's tablets as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto. Premise Provider is responsible for all costs from WestLaw/Lexis Nexis for the appropriate licensing;
  - h. Annual maintenance and support for GTL products used by the Premise Provider as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto;
  - i. Initial and continuous Voice Biometrics as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto; and
  - j. the Law ID™ product to be used in the lobby of the Prison and at the Dauphin County Courthouse. Company will provide, or provide funding for, up to 8 iPad Mini devices with Otterbox cases as per the terms and contents of the GTL proposal dated June 1, 2018 and attached as Exhibit "A" hereto. Onsite training will be provided BY Law ID™.
5. In the event that the company terminates the enhanced services as described in paragraph two (2) above, Dauphin County the premises provider, has the right to immediately terminate the remainder of this contract extension. This provision specifically supersedes the termination language in section V of the original Agreement.
6. Section VI(A) Liability in the original Inmate Telephone Vending Agreement is deleted and replaced by the following language: Except as otherwise provided in this Agreement, Company shall not be liable for any damages or loss resulting from lost profits to premise provider.
7. Except as set forth herein, there is no other revision to the Agreement or First Amendment or the obligations of Premise Provider or Company thereunder, and the Agreement remains in full force and effect.
8. In the event of any inconsistencies between the terms and conditions contained in the Agreement and/or the First Amendment and the terms and conditions contained herein, the terms and conditions contained herein will control.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed the day and year above written.

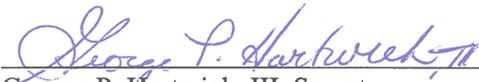
ATTEST:

COUNTY OF DAUPHIN  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Chad Saylor  
Chief Clerk/Chief of Staff

  
\_\_\_\_\_  
Jeffrey Haste, Chairman

  
\_\_\_\_\_  
Mike Pries, Vice-Chairman

  
\_\_\_\_\_  
George P. Hartwick, III, Secretary

DSI-ITI, INC

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Daniel Burgess, President

**Service Schedule**  
**Enhanced Services - IP-Enabled Tablets**

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

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

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

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

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

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

| Location              | Location Description  | # of Tablets  |
|-----------------------|-----------------------|---|
| Dauphin County Prison | Dauphin County Prison | 1:1 ratio of tablets to inmates eligible to have access to a tablet |

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

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Tablets set forth in **Section 3** for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

i. **Content.** Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content”). Content will be provided on a per minute basis access.

Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content.

- ii. Video Visitation. Remote video visitation
- 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 Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

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

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

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

a. Inmate Content Access:

| Free to Inmate  | Cost to Inmate (\$0.05/min)                    |
|---|--|
| Inmate Requests   | Inmate Messaging                               |
| Grievances  | Religious Content                              |
| Commissary Ordering   | Games  |
| Law Library   | Streaming Music                                |
| PREA  | News   |
| Facility PDF documents  | Movies   |
| Premium Education (free to inmate, cost to county – if desired) | Books  |
|   | Other Media/Content as requested by the County |

- b. Video Visitation Services: \$0.25 per minute Remote Visit Price
- c. Replacement Headphones or Earbuds: \$4.00
- d. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provide)
  - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.
- c. **Limitation of Liability**  
COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

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

## Payment Services Service Schedule

This **Service Schedule** applies only to the Payment Services described herein (“Services”), and details the pricing, fees, services, and responsibilities of Company and Premises Provider related to the Services in this Service Schedule. Where “Company” is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

**I. SERVICES.** Company shall provide the following Services to the Premises Provider:

- Trust Services
- Intake Kiosks
- Release Card

Company shall receive fees from the senders for the Services (“Fees”) according to the pricing as set forth below (the “Transaction Pricing”).

**Trust Services.** This Service allows a sender to fund an account held in trust by Premises Provider on behalf of an inmate while serving his or her sentence (“Inmate Property”). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash or a credit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using Company’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit card (“Web”) and via Walk-In Retail at certain retail locations using a debit card or cash (“Walk-In Retail”) in accordance with Exhibit A. Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed in any facility by Company.

For cash, credit/debit card and ACH transactions for Trust deposits, Company will charge the sender a base fee as follows:

| Deposit Amount      | Lobby Kiosks | Telephone (IVR) | Web or Countertop Terminal |
|---------------------|--------------|-----------------|----------------------------|
| 0 - \$20.00         | \$3.95       | \$3.95          | \$3.95                     |
| \$20.01 - \$100.00  | \$4.95       | \$4.95          | \$4.95                     |
| \$100.01 - \$200.00 | \$5.95       | \$5.95          | \$5.95                     |

For each credit/debit card transaction, Company will charge the sender the base fee as listed above plus 3.5% of the face amount of each transaction.

Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, Company will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

**Intake Kiosk.** This service allows a booking officer to deposit any funds found on the person of an offender upon arrest into an Intake Kiosk (Inmate Property). The funds are then deposited to an account held in trust by Premises Provider on behalf of such inmate while serving his or her sentence. The Intake Kiosk supplied will accept currency, both cash and coinage for taking of the Inmate Property.

- For each Intake transaction of Inmate Property, Company may charge the Premise Provider a fee of \$3.00 or as follows: For Premises Provider, as long as Premises Provider agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust deposits, the Intake Transaction is provided at NO COST.

- Voice Alert Messaging services can be added to the Intake Kiosk for senders/inmates to send one or more predetermined voice messages to specified phone numbers. For each message, Company will charge a fee of \$3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

**Release Card.** Upon completion of an inmate’s sentence, any remaining funds held in trust by Premises Provider shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release.

Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Company, as the distributor and the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to Premises Provider.

Price Revisions: The Fees charged to senders will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at Company’s sole discretion. No price increase shall take place without written notice and consultation with Premises Provider at least 30 days prior to the intended rate increase.

**Additional Payment Types.** Upon written consent from both parties, additional payment types (Bail, Fines, Citations, Child Support, House Arrest, Probation, Electronic Monitoring, etc.) may be accepted via this contract if desired by Premise Provider.

Company will provide the Deposit and Intake Kiosks described in the table below:

| Building                                | Type          | # of Kiosks to be Deployed |
|---|---------------|----------------------------|
| Dauphin County Prison – Main Lobby Area | Lobby Kiosk   | 1                          |
| Dauphin County Prison – Intake/Booking  | Booking Kiosk | 1                          |

## **II. PAYMENT SERVICES TERMS AND CONDITIONS**

1. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House (“ACH”) credit to Premises Provider’s designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Company. The sender’s destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.
2. **Compliance with Applicable Law.** Company is a licensed “money transmitter” under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to “money transmitters” (the “Money Transmitter Laws”). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default

parameters unless Premises Provider specifies unique requirements.

5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company's reasonable instructions. Power to the Kiosk is the Premises Provider's sole responsibility. Company will be responsible for all on going cash management and repair of Kiosks.
6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated by Company for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.
8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.
9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:
  - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
  - b) For transaction greater than \$10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
  - c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Customer. Company is not responsible for collecting any additional funds due to the Customer. All refunds will be conducted through the Customer's established refund process.
12. Premises Provider will not allow any products or services that compete with those supplied by Company under this Schedule during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

**EXHIBIT A**  
**WALK-IN PAYMENT RECEIPT AGREEMENT**

Full Legal Name of Payment Recipient ("Recipient"): \_\_\_\_\_  
Legal entity type of Recipient (e.g. corporation, or LLC): \_\_\_\_\_  
State of incorporation of Recipient: \_\_\_\_\_  
Address of Recipient: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Walk-In Payment Receipt Agreement (the "Agreement") is entered into as of the date last executed below ("Effective Date") between CheckFreePay Corporation, on behalf of itself and its affiliates CheckFreePay Corporation of California and CheckFreePay Corporation of New York, (collectively, "CheckFreePay"), and the Recipient identified above.

**1. Services.**

CheckFreePay provides walk-in account payment services ("Services") whereby individuals ("Payors") make payments at participating CheckFreePay agent retail locations to various recipients, including payments towards mutually agreed: inmate trust, inmate phone, governmental child support, and other accounts (each a "Destination Account") held by Recipient ("Payments"). Upon receipt of such Payments, CheckFreePay's retail agents remit the remittance data and funds for the Payments to CheckFreePay for remittance to Recipient for the crediting of the specified Destination Account by Recipient. Recipient hereby requests and authorizes that CheckFreePay remit the remittance data and funds for the Payments to TouchPay Holdings LLC ("TouchPay") for ultimate remittance to Recipient instead of remitting the Payments directly to Recipient. As such, CheckFreePay agrees to send the Payment data and corresponding funds to TouchPay for remittance to Recipient.

**2. Recipient Obligations.**

**2.1** Recipient shall maintain for the term of this Agreement an account at a financial institution for the purpose of allowing TouchPay to credit funds to Recipient.

**2.2** Recipient will process and promptly post Payments to the applicable Destination Account, in no event later than within twenty-four (24) hours after receiving the associated remittance data from TouchPay. Recipient will notify CheckFreePay of any Payment not posted to the applicable Payor's account as soon as possible, but in any event within one (1) business day after receipt of the associated remittance data. Recipient agrees that receipt by CheckFreePay of Payments in valid legal tender on behalf of Recipient shall constitute payment to Recipient, and Recipient shall credit the applicable Destination Account for the full amount of the funds received by CheckFreePay.

**2.3** Recipient will designate specific personnel to work with CheckFreePay in support of the Payments. Recipient will use commercially reasonable efforts to respond to CheckFreePay-initiated research requests involving Payments within one (1) Business Day. Recipient agrees to cooperate fully with CheckFreePay in support of resolving Payment related inquiries.

**2.4** Recipient agrees to notify and provide new information to CheckFreePay if any Recipient information relative to the Agreement changes to ensure CheckFreePay's records remain current. If Recipient does not notify and provide updated Recipient information to CheckFreePay in a timely manner, Recipient shall be responsible for any errors, delays or disruptions in CheckFreePay's performance hereunder.

**2.5** Upon CheckFreePay's request, Recipient will provide information about Recipient and its principal owners, and Recipient's Payors, in each case that CheckFreePay requires in order to comply with applicable law (including without limitation to satisfy Know Your Customer requirements or Payor identity verification) and to send the Payments to Recipient.

**2.6** Recipient warrants that it is in compliance with, and that throughout the term of this Agreement it will comply with, all applicable laws, rules and regulations with respect to its performance under this Agreement including, without limitation, state money transmission laws, The Bank Secrecy Act, and OFAC regulations

**3. Rejected Payments.** No Payment transmitted hereunder may be rejected by Recipient unless the Destination Account data for such Payment is incorrect or incomplete, the Destination Account is blocked or closed, or unless accepting the Payment would violate applicable law. If any Payment is rejected hereunder, and CheckFreePay and Recipient are unable to determine the correct posting information, Recipient shall return the Payment data and funds in a mutually agreed upon manner and format.

**4. Fees.** Each party will bear its own costs associated with this Agreement. In addition to payment of any fees to TouchPay, Recipient shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Recipient's receipt of the Payments, excluding taxes, expenses, fees or charges based on the income or property of CheckFreePay.

**5. Use of Recipient Logo.** Recipient agrees to CheckFreePay's use of Recipient's name and/ or logo in connection with identifying Recipient as a potential payee within the Service for Payors, subject to compliance with any branding guidelines that Recipient provides to CheckFreePay (directly or through TouchPay) in writing.

**6. Confidentiality and Ownership.** "CheckFreePay Confidential Information" means the Services, their documentation, the terms and conditions of this Agreement, and any other trade secrets (as defined by applicable law) or confidential information of CheckFreePay, its affiliates, or its suppliers which Recipient may receive or to which Recipient may have access. Recipient will not disclose or use CheckFreePay Confidential Information except as expressly permitted under the Agreement or as CheckFreePay otherwise permits in writing. Subject to the preceding sentence, Recipient will use at least the same degree of care, but no less than reasonable care, to maintain the confidentiality of CheckFreePay Confidential Information as Recipient uses to protect its own trade secrets and confidential information of a similar nature. The obligations in this Section shall remain in effect for the longer of five years following the termination of the Agreement or for as long as the applicable CheckFreePay Confidential Information is protectable as a trade secret (as defined by applicable law). CheckFreePay reserves and retains all right, title and ownership, including without limitation all intellectual property rights, in the Services and all related documentation, specifications, data analytics and other usage models.

**7. Warranty Disclaimer, Limitation of Liability.**

CHECKFREEPAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES OR

THE PAYMENTS. IN NO EVENT SHALL CHECKFREEPAY BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR OBLIGATIONS TO PAY AMOUNTS DUE OR OWING, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED. CHECKFREEPAY'S AGGREGATE LIABILITY TO RECIPIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1000).

**8. Delays and Excuse from Performance.** Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

**9. Term and Termination Provisions.**

**9.1** The term of this Agreement shall begin as of the Effective Date. This Agreement shall automatically terminate upon the termination of CheckFreePay's agreement with TouchPay for the Services. If at any time CheckFreePay suspects or discovers that Recipient (i) is not complying with applicable laws, rules, or regulations, (ii) is involved in any fraudulent or illegal activity, (iii) no longer meets CheckFreePay's (or its processors' or routing banks') customer regulatory compliance requirements or (iv) otherwise poses risk to CheckFreePay, CheckFreePay shall in its sole discretion have the right to terminate the Agreement at any time. Additionally, if Recipient is in breach of any of its contractual obligations to CheckFreePay under this Agreement, CheckFreePay reserves the right to suspend the Service at any time.

If, after the Effective Date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters CheckFreePay's ability to perform hereunder, CheckFreePay shall have the right to terminate this Agreement upon written notice to Recipient.

**9.2** Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the following which will continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of CheckFreePay to continue its relationships with TouchPay and the Payors; (c) for all Payments made by Payors on or before the effective date of termination, the rights and obligations of the Agreement related to such Payments; and (d) the rights and obligations set forth in sections 6 and 7 and any rights and obligations which by their nature survive termination of the Agreement. In the event Recipient owes CheckFreePay any amounts hereunder upon termination or expiration, Recipient shall pay such amounts to CheckFreePay promptly upon such termination or expiration.

**10. Notices.** All notices and other official communications under this Agreement shall be in writing and sufficiently given if: (i) delivered by nationally recognized overnight courier service evidencing written receipt of delivery; or (ii) mailed by U.S. Certified mail, return receipt requested, postage paid in either case to:

CheckFreePay Corporation 2900 Westside Parkway  
Alpharetta, Georgia 30004 Attention: Legal Department

or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or other official communication shall be deemed to be given as of the date it is personally delivered, or in the case of facsimile, when sent and electronic confirmation of error free receipt is received, or three (3) days following the date when placed in the U.S. Postal Service mail in the manner specified.

**11. Independent Contractor.** Each party shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create and shall not be construed to create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

**12. Assignment.** Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, CheckFreePay may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any direct or indirect wholly-owned subsidiary without the prior written consent of Recipient.

**13. General Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. (b) This Agreement shall not be amended except by written agreement signed by both parties. (c) In the event that any provisions, or any portion thereof, of this Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. (d) This Agreement, together with any schedules, exhibits, or attachments, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. (e) No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. (f) This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile execution and delivery and email delivery of a signed electronic copy of this Agreement (e.g., a scanned image) is legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this Agreement as of the Effective Date.

**RECIPIENT**

By: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CheckFreePayCorporation**  
*for itself and its subsidiaries*

CHECKFREEPAY CORPORATION OF NEW YORK and CHECKFREEPAY CORPORATION OF CALIFORNIA

By: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# DAUPHIN COUNTY

OFFICE OF COUNTY COMMISSIONERS

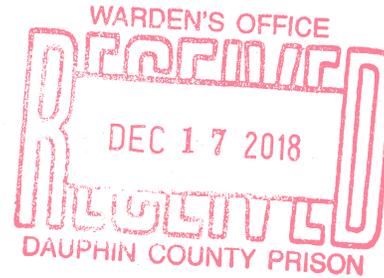
2 SOUTH SECOND STREET  
HARRISBURG, PA 17101  
(717) 780-6300  
(717) 255-2684 FAX

**BOARD OF COMMISSIONERS**  
JEFF HASTE, CHAIRMAN  
MIKE PRIES, VICE CHAIRMAN  
GEORGE P. HARTWICK III, SECRETARY

**CHIEF CLERK/CHIEF OF STAFF**  
CHAD SAYLOR

December 12, 2018

Brian Clark  
Warden  
Dauphin County Prison



Dear Warden Clark:

Please be advised that the Dauphin County Board of Commissioners approved, at the meeting held on Wednesday, December 12, 2018, the enclosed Fourth Amendment to Inmate Telephone Vending Agreement between Dauphin County (Prison) and DSI-ITI, Inc.

If you have any questions, please feel free to contact the Chief Clerk's Office.

Sincerely,

Jeff Haste  
Chairman  
Dauphin County Board of Commissioners

Enc.

*Brian - Please make sure the  
Controller's office gets an original  
after DSI executes.*

*Thanks!*

*Richie*

# DAUPHIN COUNTY PRISON



**Commissioners**  
JEFFREY T. HASTE, Chairman  
MICHAEL H.W. PRIES  
GEORGE P. HARTWICK III  
**Chief Clerk/Chief of Staff**  
CHAD SAYLOR

501 MALL ROAD  
HARRISBURG, PENNSYLVANIA 17111  
TELEPHONE (717) 780-6800  
FAX (717) 558-8825

**Warden**  
BRIAN S. CLARK, CCHP

**Associate Warden**  
GREGORY C. BRIGGS

**Director of Security**  
BRIAN J. SMELTZER

**Director of Treatment**  
JOHN A. ADDISON

**Director of Operations**  
BRENDA E. HOFFER

December 18, 2018

Kevin Lefton, Esq.  
DSI-ITI, INC. / GTL  
12021 Sunset Hills Road, Suite 100  
Reston, VA 20190

Dear Attorney Lefton:

The Dauphin County Board of Commissioners approved, at their meeting held on December 12, 2018, the Fourth Amendment to the Inmate Telephone Vending Agreement with DSI-ITI, INC.

Enclosed are three original copies signed by the County Commissioners. Thomas Gibney, GTL Account Executive, asked that they be forwarded to you to facilitate their execution. Please have all three documents executed, keep one for your records, then return the other two signed originals to my attention in the enclosed envelope.

On the top of the document is the unique identification number that must be included on any invoices submitted to the County. Please have your staff include the **Identification Number 20181212HH** on all invoices to avoid a delay of payment by the County Controller's Office.

Please contact me if you have any questions. I look forward to our continued relationship with DSI-ITI, INC.

Sincerely,

A handwritten signature in cursive script that reads "Brian S. Clark".

Brian S. Clark  
Warden

Enclosures

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- To qualify for the Letter rate, UPS Express Envelopes may only contain correspondence, urgent documents, and/or electronic media, all weighing 8 oz. or less.

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DAUPHIN COUNTY PRISON

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GTL  
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RESTON VA 20190

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DAUPHIN COUNTY PRISON  
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GTL

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