



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT PO CT2500000056

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/04/2025

Signature Only: NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Global Tel*Link Corporation d/b/a ViaPath Technologies

Project Title / Description: Inmate Communication Systems

Purpose: Award: Supplier Contract No. CT2500000056. This Customer Contract is for an initial term commencing on 09/01/2025 and terminating on 08/31/2029 for an estimated annual revenue amount of \$800,000.00 and includes one (1) five-year renewal option. This award replaces contract MA-PO-21-051 due to the changes made by the Federal Communications Commission specifically the "2024 FCC Order". And the "FCC Waiver Order" Administering Department: Sheriff's Department.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. RQ2500023406, the Procurement Director approved the use of Maricopa County Contract 180214 which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.

PRCUID: 2500023406

Attachment: Cooperative Procurement Agreement.

Program Goals/Predicted Outcomes: To allow inmates to communicate remotely with persons outside of a Pima County detention facility and access to educational and entertainment products.

Public Benefit and Impact:	Increased revenue and ethical treatment of inmates in custody in Pima County detention facilities.
Budget Pillar	• N/A
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiative	N/A
Metrics Available to Measure Performance:	Vendor reporting and cross reference reports that measure use of equipment.
Retroactive:	YES
Retroactive Description:	Due to prolonged negotiations at the Federal and State level regarding the FCC ruling this Contract will be retroactive.

Contract / Award Information

Record Number: CT PO CT2500000056

Document Type:	CT
Department Code:	PO
Contract Number:	CT2500000056
Commencement Date:	09/01/2025
Termination Date:	08/31/2029

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$800,000.00

Funding Source Name(s) Required: Inmate Welfare Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor Is using a Social Security Number?

NO

Department: Procurement

Name: Brandon Morgan

Telephone: 520.724.9510

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber
Date: 2025.10.16 14:53:35 -07'00'

Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.10.16 17:09:45 -07'00'

Date: _____

Department Director Signature: [Signature] 818 Date: 10/26/25

Deputy County Administrator Signature: [Signature] Date: _____

County Administrator Signature: _____ Date: 10/17/2025

Pima County Procurement Department

Administering Department:	Sheriff
Project:	Inmate Communication Systems
Contractor:	Global Tel*Link Corporation d/b/a ViaPath Technologies 3120 Fairview Park Drive Suite 300 Falls Church, VA 22042
Amount:	\$800,000.00 (Estimated Revenue)
Contract No:	CT2500000056
Funding:	Inmate Welfare Fund

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Cooperative Procurement Agreement (the "Contract") is between Pima County, a political subdivision of the State of Arizona ("County"), and Global Tel*Link Corporation d/b/a ViaPath Technologies ("Contractor").

1.2. Purpose.

The Pima County Sheriff's Department requires inmate communication systems to allow inmates to communicate remotely with persons outside of a Pima County detention facility.

1.3. Authority.

County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with Maricopa County (Pima County Contract No. 124468-00).

1.4. Contract.

1.4.1. Name

Maricopa County entered into a contract (180214 RFP) for specified goods and services with Contractor, which is currently in effect (the "Maricopa County Contract"). The Maricopa County Contract is incorporated into this Contract by this reference.

1.4.2. Selection

Section 6.0 of the Maricopa County Contract provides that another governmental entity with which Maricopa County has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Maricopa County Contract.

2. Term.

2.1. Initial Term.

The term of this Contract commences on September 1, 2025 through August 31, 2029 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to one (1) additional period of up to five (5) years each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

Contractor will provide County with the inmate communication equipment and services, including telephone, enhanced services and enhanced communications ("Services"), as described in Exhibits 1, 2, 3 and 4 to this Contract ("Service Schedules"), and under the terms and conditions of the Maricopa County Contract except as modified by this Contract.

3.1. Order of Precedence.

All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract, including amendments to any Exhibits.

3.1.2. This Contract, including any Exhibits.

3.1.3. To the extent applicable, the Maricopa County Contract. Notwithstanding any expiration or termination of the Maricopa County Contract, applicable terms shall continue to govern this Contract until this Contract is terminated in accordance with its terms.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. Reserved.

5. Compensation and Payment.

5.1. Rates; Adjustment.

The rates are set forth in **Exhibits 1, 2, and 3** and under the terms and conditions of the Maricopa County Contract except as modified by this Contract. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Minimum Annual Guarantee.

5.2.1. The County and Contractor acknowledge the following:

- i) On July 22, 2024, the Federal Communications Commission ("FCC") issued its Final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the "2024 FCC Order"), pursuant to the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act"), governing incarcerated people's communications services ("IPCS"), which established rate caps, prohibited site commissions, and limitations on the costs of inmate communications, including both voice and video services; and
- ii) On June 30, 2025, the FCC issued an Order (the "FCC Waiver Order") which, among other things, waived certain compliance deadlines until April 1, 2027 ("Waiver Period"), unless the FCC sets an alternative date.

5.2.2. While the FCC's Waiver Period remains in effect, and beginning on September 1, 2025, Contractor shall pay a Minimum Annual Guarantee ("MAG") of Eight Hundred Thousand Dollars (\$800,000.00), payable within forty-five (45) calendar days following each September 1 during the Term of this Contract. In the event this Contract is terminated prior to the conclusion of any given contract year, in accordance with the terms set forth

herein, the MAG shall be prorated on a daily basis through the effective date of termination.

Payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to Contractor, in accordance with the terms of the notice provision of this Contract.

Pima County Sheriff's Department
Attn: Financial Services Unit
1750 E. Benson Highway
Tucson, Arizona 85714

- 5.2.3. Post FCC Waiver Period: In the event the FCC's Waiver Period ends, is rescinded or withdrawn, the MAG set forth in Section 5.2.1 shall be reduced to Five Hundred Thousand Dollars (\$500,000.00), effective on the first day of the month following the date the Waiver Period terminates.

If, in connection with or in addition to the end or withdrawal of the Waiver Period, the FCC adopts or implements any material changes to the 2024 FCC Order, relevant rules, or other compliance obligations, the Contractor shall retain the right to review, renegotiate, or terminate any affected portions of this Contract, including the MAG.

Upon potential, future implementation as outlined above, Contractor shall pay a MAG of Five Hundred Thousand Dollars (\$500,000.00), payable within forty-five (45) calendar days following each of the month that this MAG was established (during the Term of this Contract).

- 5.2.4. **In the event this Contract is terminated, or the MAG terms are changed, the County will reimburse the Contractor the prorated amount up to the effective date of the termination or the effective date of a change to the MAG.**

5.3. Sales Taxes.

The payment amounts or rates in **Exhibits 1, 2, and 3** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Invoice Submittal.

AP_Invoices@pima.gov
Subject Line: PO# for CT2500000056

5.5. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect

Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Technology Errors and Omissions (E&O) Insurance.

The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover claims arising out of any negligent errors, omissions, or acts in the delivery of technology services.

In the event that the Technology E&O insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.1.5. Network Security (Cyber)/Privacy Insurance.

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

Such insurance shall include coverage for third party claims alleging any failures of security of the Contractor's computer system (which results in unauthorized access or use), or privacy events (such as any loss, theft or unauthorized disclosure of confidential information, which could result in ID theft).

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Contract is completed.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County within 15 days of the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County

Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. Approval and Modifications.

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

7.1. Contractor Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all third-party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any negligent act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies.

8. NON-WAIVER OF LIABILITY.

COUNTY AS A PUBLIC ENTITY SUPPORTED BY TAX MONIES, IN EXECUTION OF ITS PUBLIC TRUST, CANNOT AGREE TO WAIVE ANY LAWFUL OR LEGITIMATE RIGHT TO RECOVER MONIES LAWFULLY DUE IT. THEREFORE, VENDOR AGREES THAT IT WILL NOT INSIST UPON OR DEMAND ANY STATEMENT WHERE COUNTY LIMITS OR WAIVES ANY RIGHT COUNTY MIGHT HAVE TO RECOVER ACTUAL LAWFUL DAMAGES IN ANY COURT OF LAW UNDER APPLICABLE ARIZONA LAW, EXCEPT TO THE EXTENT PERMITTED BY LAW. ANY LANGUAGE IN THIS CONTRACT TO THE CONTRARY IS HEREBY NULL AND VOID.

9. Laws and Regulations.

9.1. Compliance with Laws.

Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under the Agreement shall entitle Contractor to, at its option, renegotiate or terminate the Agreement. Written notice of termination by Contractor must be given thirty (30) days in advance.

9.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

9.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. Independent Contractor.

Contract No. CT2500000056

Revised September 2024

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

12. Assignment.

This Contract shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of the County. Neither Party shall assign any right and/or obligation under this Contract without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Contract at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of the County; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or substantially all of Contractor's assets shall not constitute an assignment requiring consent of County for purposes of this Contract.

13. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

14. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

15. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

16. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's substantial and satisfactory performance under this Contract, or to take any action based on the other party's failure to substantial, is not a waiver of that party's right to insist upon substantial performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

17. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

18. Termination by County.

18.1. With Cause.

County may terminate this Contract if the Contractor is found to be in material default of any provision of this Contract. Prior to termination, County shall provide Contractor with written notice

specifying the nature of the default. Contractor shall have thirty (30) days from the date of such notice to cure the default to the satisfaction of the County. If Contractor fails to cure the default within the thirty (30) day period, County may terminate this Contract upon written notification explaining the reason(s) for termination.

18.2. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

19. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department

150 W Congress, 5th Floor
Tucson, AZ 85701

520.724.8161

Contractor
Alexandra Booker
Global Tel*Link Corporation d/b/a
ViaPath Technologies
3120 Fairview Park Drive Suite 300
Falls Church, VA 22042
Alexandra.booker@viapath.com

20. Exclusive Contract.

County agrees to not allow any products or services that compete with those supplied by Contractor during the term of the Contract to be, or to remain, installed at any County facilities, including present and future County locations. Contractor will have the exclusive right to provide the services at County facilities under this Contract, which includes all services set forth in the attached Exhibits, and those other inmate communication, educational, or entertainment products and services sought by County during the term of the Contract that can be delivered through the Equipment or services, whether the products or services are for inmates located at County facilities or at third-party facilities, provided, however, that the Contractor may elect to not exercise this exclusive right.

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

21. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract, except to the extent otherwise provided in this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

22. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

23. Use of County Data.

In an effort to facilitate inter-agency cooperation and cross-jurisdictional enhanced security related efficiencies, County hereby grants Contractor the right to access, analyze and disseminate County data

generated from various data systems at the County facilities (the "Information") to other law enforcement and correctional agencies for law enforcement and correctional purposes in accordance with the below terms and conditions:

(a) The County, as owner of the Information, has elected to allow review of the Information by Contractor and personnel of other agencies for law enforcement and correctional investigative purposes.

(b) County has requested, and Contractor is willing, to make this remote information exchange capability available to County to enable County to grant other agencies access to the Information through remote access and analytic tools provided by Contractor, subject to the terms of this Contract.

(c) County may opt out of this Section at any time upon thirty (30) days written notice to Contractor. Thereafter, the Information will cease being exchanged with other agencies.

(d) Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the Information or monitoring, or compliance therewith. County has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Contractor disclaims any responsibility to provide, and has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

(e) By granting County's request in this Section, Contractor would be acting at the direction of County, and Contractor has no responsibility to advise, and has not advised, Customer on the propriety or lawfulness of providing other agencies access to the Information using the capabilities made available by Contractor.

(f) This Section is for the sole benefit of Contractor and County and their successors and permitted assigns, and nothing herein expressed or implied will give or be construed to give to any other person or entity, including any recipient of the Information, any legal or equitable rights hereunder.

24. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, whichever is later. Where Contractor and its Affiliates ordinarily and regularly in the course of business create and maintain books, records, documents, and other evidence relating to this Contract electronically, the Contractor and its Affiliates shall retain such electronically stored information in an electronic format that remains usable, searchable, retrievable, and authentic for the periods set out herein, unless the Parties specifically agree in writing to an alternative. Contractor books, records, documents, and other evidence of accounting procedures and practices related to cost structure, including overhead, general and administrative expenses, and profit factors, shall be excluded from this provision unless the cost or any other material issue under this Contract is calculated or derived from such records.

25. Public Records.

25.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

25.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that

notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

26. Legal Arizona Workers Act Compliance.

26.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

26.2. Books & Records.

County has the right, upon reasonable notice, to inspect the books and records of Contractor and any subcontractor that are reasonably necessary to verify such party's compliance with the State and Federal Immigration Laws.

26.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract that may subject Contractor to penalties up to and including suspension or termination of this Contract. A grace period will be provided for Contractor to rectify any breach before penalties are applied. Notwithstanding the foregoing, where Contractor has made a good faith effort to comply with the State and Federal Immigration Laws, it will not be considered a breach. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

26.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. Reserved.

28. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

29. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

30. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

31. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

33. Web Based Terms and Conditions.

If Contract is subject to any terms and conditions hosted on Contractor's website (collectively the "Contractor's Terms and Conditions"), the parties acknowledge and agree that the online hosting of Contractor's Terms and Conditions is for ease of administration only, and Contractor is hereby given notice that County cannot accept any revision or modification to the Contractor's Terms and Conditions without a signed written amendment executed by the Pima County Board of Supervisors or the Pima County Procurement Director. As such, the parties also acknowledge and agree that the Contract is subject to the Contractor's Terms and Conditions posted to Contractor's website as of the signature

date of this Contract until so amended by the parties, and no terms in the Contractor's Terms and Conditions shall be used to nullify or void the terms found in this Contract.

34. Click-Through Terms and Conditions.

34.1. Click-Through Terms; Acquisition of Software.

If Contractor uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.

34.2. Click-Through Terms; Usage of System.

If the process of accepting, installing, activating or otherwise initiating the usage of Contractor's products presents terms and conditions on screen ("click through terms") to the County employee performing the action, the parties acknowledge and agree that these terms are informational only, and Contractor is hereby given notice that the persons performing initiation activities on behalf of County do not have any actual or apparent authority to create legally binding obligations between the parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation.

35. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

36. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Chair, Board of Supervisors

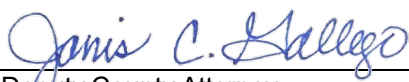
Date

ATTEST

Clerk of the Board

Date

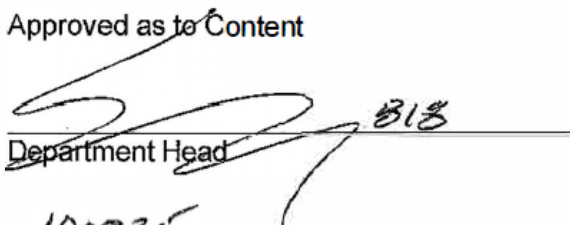
Pima County Attorney's Office – As To Form



Deputy County Attorney

August 26, 2025
Date

Approved as to Content



Department Head

100825
Date

ViaPath Technologies



Authorized Officer Signature

October 3, 2025
Date

EXHIBIT 1: INMATE TELEPHONE SERVICE SCHEDULE

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

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
Existing & Installed	181 wall mounted phones	ICMV

ViaPath Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, & Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish
Two (2) Onsite Technicians throughout the term of the contract

ViaPath Enhanced Investigative Features
Full-time Dedicated Intelligence Analyst
Voice IQ Initial Voice Biometrics Stops PIN sharing
Call IQ Advanced & Call IQ Basic Keyword Search/Word Recognition application. Includes Translation Capabilities
Unlimited Reverse Number Lookup (BNA)
Data IQ - Advanced Investigative Data Analysis
Called Party IQ - Detection of prisoner-to-prisoner telephone calling
Phone IQ – Phone Type Identification

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate telephone set(s) and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Contractor are installed at the Facility owned or controlled by Pima County or any of its agencies or affiliates, such property shall remain in all respects that of Contractor. Contractor 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. Contractor shall not exercise such a right of removal or relocation unreasonably. Contractor shall notify Pima County in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the Contractor, Contractor shall restore said premises to its original condition, ordinary wear and tear accepted; however, Contractor 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 described herein. Pima County may not make alterations or attachments to the Equipment provided under this Contract, unless otherwise mutually agreed upon by the Parties.

2. Inmate Telephone Services.

Contractor shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above;

(b) the establishment (if and to the extent required of Contractor by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Contractor; (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, out clearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Contractor's obligations under this Contract. Contractor reserves the right to pursue loss or damages for unbillable calls, debts, or fraud by the inmate users of the tablets.

The installation of software and/or hardware on Contractor provided equipment is prohibited. System conditions can change and become unstable with the addition of software other than that installed by Contractor. Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. Contractor assumes no liability for any data stored on the equipment which is not directly related to the Services provided under this Contract.

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

3. Reserved.

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

- a) Interstate ITS calls made using a collect format: \$0.16 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.16 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.16 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Contractor website.

No per call, per connection, or flat rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Contractor 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 Contractor in connection with such programs.

5. Additional Terms

- a. **Monitoring and Recording.** County agrees that Contractor 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 Contract. Contractor 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 Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline. County acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Contractor to County are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract; provided, however, that Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Contract, and for other lawful business purposes.

- b. **Exclusivity.** County will not allow any products or services that compete with those supplied by Contractor during the term of the Contract to be, or to remain, installed at any County facilities, including present and future County locations. Contractor will have the exclusive right to provide the products and services implemented at County facilities through the Contract, and those other inmate communication, tablet educational or entertainment products or services sought by County during the term of the Contract, whether the products or services are for inmates located at a County facilities or at third-party facilities; provided, however, that Contractor may choose to not exercise this exclusive right. For the avoidance of doubt, nothing herein shall be construed to restrict County's current educational offerings.
- 6. County agrees to allow Contractor to beta test products and technologies at County's facilities so long as such testing does not materially affect the provision of services to County and that County finds no issues with the product that may compromise security.
- 7. County agrees to provide references for Contractor to other current or prospective Contractor customers at Contractor's request.

EXHIBIT 2: ENHANCED SERVICES – IP ENABLED TABLETS SERVICE SCHEDULE

1. Applicability. This Service Schedule applies only to the enhanced services referenced. Where “Contractor” 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 Contract.

“Contract” 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, law library, entertainment products, mail scanning services, and recording and storage offered through a Tablet (as defined below).

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

3. Deployment Locations. Enhanced Communications and Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Contractor reserves the right to terminate Enhanced Communications or 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 Communications or Enhanced Services at such Location(s), including the failure by Contractor to recover the Expenditure (as defined below) for Enhanced Communications and Enhanced Services within twelve (12) months following the deployment of Enhanced Communications and Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Pima County Sheriff Office Main Jail Adult Detention Complex	1270 West Silver Lake Road Tucson Arizona 85713	2 to 1 per Average Daily Population (ADP)
Ajo, District Jail (Wall Phones Only)	1249 W. Ajo Well Road Ajo, Arizona 85321	1 Tablet

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

5. Support and Maintenance. Contractor will provide all support and maintenance services for Enhanced Communications and Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the County, Contractor will provide replacement tablets to maintain the ratios as defined in section 3. Deployment Locations; provided however, that if it is determined that an inmate is responsible for willful damage, the Contractor may assess the inmate directly through one or methods as described in

section 9. Tablet Replacement. . Contractor will retain ownership of the Tablets and all licensed software. Contractor 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 will not be available while being repaired or maintained. The County will permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Communications and Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein, and if required, County shall provide security escorts for Contractor personnel.

6. Tablets. Contractor will supply the number of Tablets set forth in **Section 3** for the Term of the Contract, subject to the following limitations and conditions. Contractor 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 Contractor. Each inmate provided with access to a Tablet must agree to terms and conditions ("Terms of Use") to be granted use of the Tablet. Inmates are responsible for the care and security of the Tablets while in their possession and may not access or use the Tablets for any purpose other than permitted communication, education, and entertainment purposes. Inmates' access and use of the Tablets must be in accordance with all applicable legal requirements including all federal, state, and local laws, rules, and regulations (including County policies) and the Terms of Use. Contractor may, in its discretion, restrict use or prohibit certain activities in connection with the Tablets.

Inmates will be responsible for the replacement cost and any associated costs of Tablets that have been willfully damaged, tampered with, misused, destroyed, lost or stolen, used in violation of the Terms of Use, or as otherwise set forth in this Contract. Any Inmate determined by Contractor, with input from the County, to be responsible for replacement costs may be prohibited from use and/or access to Tablets until such replacement costs are paid. The Parties agree that the replacement cost for a Tablet is \$255.00. Tablet Replacements will be in accordance with Section 9.

Contractor will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Contractor will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. **Enhanced Communications.** Contractor will provide the following Enhanced Communications via the Tablets:
 - i. **Voice Communication.** Contractor will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform supplied by Contractor. Earbuds equipped with a microphone will be required.
 - ii. **Video Visitation.** Remote video visitation.
- b. **Enhanced Services.** Contractor will provide the following Enhanced Services via the Tablets:
 - i. **Inmate Content Access.** Contractor 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 will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Contractor reserves the right to add, alter or discontinue any Content in cooperation with the County.

- ii. Video Visitation Recording and Storage. 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 Contractor 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.
- iv. Contractor will make available to County a web-based highly secure Learning Management System (LMS) a solution that is currently installed.
- v. Contractor will continue to make available to County Lexis Nexis Law Library content.
- vi. Contractor will work with the County's Commissary Provider to allow inmates to purchase commissary via a Contractor Tablet, provided that any costs for the interface between County's Commissary Provider and County's Spillman JMS shall be paid for by the County.
- vii. NaphCare TechCare EHR Portal Program. As soon as reasonably practicable, Contractor agrees to provide access to the NaphCare TechCare EHR Portal Program through a hyperlink (the "Hyperlink") on the Contractor's Tablets, which are fully owned by Contractor. The Hyperlink will originate on the Contractor Tablets through the Contractor's facility messaging system. "NaphCare TechCare EHR Portal Program" shall mean the internet website provided by NaphCare, including, without limitation all updates, upgrades, new versions or releases, and bug fixes for such products, that are made available by NaphCare and designed to facilitate the provision and receipt of healthcare services, to incarcerated individuals ("End Users") in the County's designated facilities. NaphCare is the provider of healthcare services through NaphCare TechCare EHR Portal Program. NaphCare shall be responsible for obtaining and providing any End User consents required in connection with the provision, receipt, and use of the NaphCare TechCare EHR Portal Program. As between Contractor and NaphCare, NaphCare shall be solely responsible for arranging and providing any medical services to End Users via the NaphCare TechCare EHR Portal Program accessible on the Contractor Tablets. Notwithstanding anything to the contrary herein, NaphCare may arrange and provide any medical services to End Users outside of NaphCare TechCare EHR Portal Program and/or the Contractor Tablets. NaphCare is solely responsible for entering into relevant agreements with the End Users for provision of the NaphCare TechCare EHR Portal Program, including obtaining all necessary consents, permissions, and rights for use of End User data collected through the NaphCare TechCare EHR Portal Program. Contractor and any of its respective affiliates shall not have any responsibility or liability for the foregoing.
 - **No Practice of Medicine by Contractor; No Responsibility for Medical or Clinical Professional Services by Contractor.** County agrees that Contractor does not engage in the practice of medicine, nor does Contractor provide or arrange for any medical or clinical professional services whatsoever. County further agrees that any all medical or clinical services shall be provided by NaphCare and/or its affiliates or contractors and their respective providers, who are solely responsible for all medical and clinical decision-making and functions. Contractor is not, as a result of this Contract,

responsible or liable for healthcare services performed by any person, nor injuries sustained by any End User. Contractor shall not have any control or direction over the independent medical decision-making and judgment of any providers or other person, or the methods or manner by which any person provides healthcare services. NaphCare agrees to indemnify and hold harmless Contractor for any medical or clinical professional services that may be provided pursuant to this Contract.

- **Privacy of Protected Health Information.** Contractor does not provide medical data hosting services under the Contract. Contractor shall not retain or store any medical records, including transmissions and related data exchanged through the Contractor Tablets. No personal information will be accessed, collected, used or sold by Contractor in connection with Contractor adding to the Contractor Tablets. Any exchange of data between NaphCare and any third-party provider of NaphCare TechCare EHR Portal Program is solely between NaphCare and such third party. NaphCare is solely responsible for capturing and retaining any and all information regarding End Users and is solely responsible for creating, storing, and maintaining any and all medical records. County agrees that Contractor bears no responsibility for maintaining or preserving any data related to any services provided to NaphCare using the Contractor Items, including, but not limited to, data provided to NaphCare by End Users utilizing such services. The Parties agree to comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder, collectively referred to herein as "Privacy Laws."

c. Contractor Obligations. Contractor will provide one pair of earbuds to each inmate who has access to a Tablet and will supply replacement silicon earbuds for purchase by the inmate through County's commissary service. Contractor 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. Contractor may also change the number of Tablets deployed in cooperation with County.

d. County Obligations. In order to provide connectivity to the wireless devices, Contractor will deploy an AWN (Advanced Wireless Network 5G/HD and/or LTE) wireless network within the County facilities. 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. Contractor does not guarantee wireless coverage will be sufficient for the functionality of wireless devices in all facility areas, even when those areas are deployed for wireless coverage by Contractor. Wireless signal quality may fluctuate periodically throughout the day which may reduce the quality of Services. Contractor will make reasonable best efforts to maximize wireless signal quality but may not be able to resolve all coverage issues. In some case Contractor may require the installation of additional antennas, repeaters, access points, cables, conduit, and electrical to service the wireless network at County facility. If County does not provide access or allow install of equipment to Contractor 's specifications, wireless coverage quality may be reduced, and Contractor is not obligated to further resolve coverage issues. In addition, County must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired earbuds and lithium batteries for the Tablets; and (iii) provision and/or installation of Tablet charging enclosures; and (iv) allow at least 80% of the average daily population of each housing unit physical access to the tablets and services for no less than 12 hours per day, excluding any inmates in areas that are impracticable, restricted or unsafe such as mental health, disciplinary areas, intake or release. Upon Contractor request, this would be measured by the average daily population count with

access to the tablets (excluding inmates in the areas defined above) divided by total population of the housing unit. In addition, County 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 silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories; (4) allow the creation of Inmate Accounts for use with Contractor's products; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Contractor by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Contractor with secure space to store Tablets and other Contractor equipment associated with Enhanced Communications or 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 County on all matters involving Enhanced Communications or Enhanced Services, including reporting to Contractor any damage or malfunction with equipment; and (11) distribute one (1) set of earbuds to each inmate who is provided with access to a Tablet the first time. County 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 Contractor for use with Enhanced Communications or Enhanced Services.

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

- a. Enhanced Communications
 - i. Voice Communication: will be charged at the same per-minute rate as ITS under this Contract.
 - ii. Video Visitation Services: \$0.25 per minute Remote Visit Price
- b. Enhanced Services: With the County's prior approval, Contractor may adjust standard profile and messaging rates.
 - i. Administrative and Infrastructure Recovery Charge: At Contractor's discretion, a charge of \$1.99 per month may be assessed upon the first use of a paid profile (Standard or Access Pass)
 - ii. Inmate Content Access:
 - Standard Profile \$0.07 per minute (paid content)
 - Free Profile: \$0.00 per minute
 - iii. Accessories - Replacement Earbuds: \$4.00
 - iv. Messaging from Inmate Family and Friends (charged to inmate family and friends):
 - \$0.50 per written message.
 - \$0.50 per photo attachment (in addition to charge for any written message, if provide)
 - \$1.00 per video attachment (in addition to charge for any written message, if provided)
 - v. County Documents: No charge for County Documents, including PDFs, inmates notices, or housing unit rules etc.
 - vi. Transaction Fees. Contractor 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 \$4.95 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 \$1.95
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8. 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 Contractor 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 Contract. Contractor 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 indemnify, defend, and hold Contractor and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline.
- b. **Exclusivity.** County will not allow any products or services that compete with those supplied by Contractor during the term of the Contract to be, or to remain, installed at any County facilities, including present and future County locations. Contractor will have the exclusive right to provide the products and services implemented at County facilities through the Tablets, and otherwise through the Contract, and those other inmate communication, educational or entertainment products or services sought by County during the term of the Contract, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a County facilities or at third-party facilities; provided, however, that Contractor may choose to not exercise this exclusive right.
- c. **Limitation of Liability**

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, CONTRACTOR AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND CONTRACTOR 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 COUNTY PERSONNEL. FURTHERMORE, CONTRACTOR 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 CONTRACT, 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, CONTRACTOR 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. CONTRACTOR DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. CONTRACTOR DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND

CONTRACTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR 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 CONTRACTOR 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.

9. Tablet Replacement.

- a. Replacement Conditions. Any of the conditions set forth below must be reported immediately to the Contractor Onsite Technician or the Contractor's dedicated Field Service Manager.
 - i. Normal Wear and Tear. Replacement of Tablets due to normal wear and tear may be provided by Contractor as set forth in Section 5, Support and Maintenance.
 - ii. Defect or Malfunction. Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Contractor as set forth in Section 5, Support and Maintenance.
 - iii. Damage or Tamper. Replacement of Tablets that have been willfully damaged or tampered with will still be provided by the Contractor to maintain the required ratio as outlined in section 3. Deployment Locations; provided however, Contractor may assess the replacement costs of such Tablet to inmate as described in subsection b(ii) below. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.
 - iv. Loss or Theft. If a Tablet is lost or stolen, the inmate must report the loss or theft immediately to County staff, submit a request for replacement, and cooperate fully with efforts to retrieve the Tablet. Replacement will be subject to Contractor review, and inmates shall be responsible for the cost of a replacement Tablet.
 - v. Other Inmate Violation or Misuse. Inmates maybe responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
- b. Replacement Process. The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Contractor and County via a Standard Operating Procedure ("SOP").
 - i. Tablet Replacement Request. Inmates and/or County must submit a Tablet replacement request ("Tablet Replacement Request") for review and approval of the Contractor. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Contractor will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
 - ii. Replacement Cost Invoicing/Billing.

The Parties agree that the replacement cost for a Tablet is \$255.00. If it is determined that an inmate is responsible for the replacement cost, Contractor may assess the inmate directly through one or more of the following methods:

 - a. The inmate remits payment through their Inmate Account to Contractor.
 - b. Contractor facilitates payment by the inmate to Contractor through inmate restitution process.
 - c. Contractor facilitates payment by Family and Friends through the inmate's Inmate Account to Contractor.
 - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Contractor will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.

EXHIBIT 3: ENHANCED SERVICES –VIDEO VISITATION SERVICE SCHEDULE

1. Applicability. This Service Schedule applies only to video visitation services. Where “Contractor” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC d/b/a ViaPath Technologies.

2. Definitions. Capitalized terms used and not otherwise defined shall have the meaning set forth in the Contract.

“Enhanced Communications” means voice communications and/or video visitation.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at County Locations (as defined below) that provides access to Video Visitation Services.

3. Deployment Locations. VVS will be continued to be deployed at the currently installed locations and may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Contractor reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including, including the failure by Contractor to recover the Expenditure (as defined below) for VVS within twenty-four (24) months following the deployment of Enhanced Service at the Locations.

4. Contractor Provided Equipment, Services and Cabling. Contractor will supply and install equipment, hardware, circuits, and cabling to deploy VVS at the Locations at no cost to County. Contractor 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 County upon the expiration of the Agreement. Upon termination of VVS in any Location(s), County will provide Contractor a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).

5. Video Visitation Services. Contractor shall be responsible for: (a) furnishing, installing, repairing and servicing the VVS equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Contractor’s obligations hereunder. Contractor reserves the right to control unbillables, bad debt and fraud. County and Contractor shall use best efforts to promote video visitation, including: (1) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (2) allow Contractor to promote the use of video visitation through, among others, the distribution of promotional material at County Facility locations, IVR recordings, the Web, and press releases; (3) allow Contractor to have promotional pricing to make video visitation an attractive alternative.

6. VVS Software. Contractor shall deploy a hosted application server in Contractor video visitation data center. Contractor’s VVS software provides the following functionalities for visitation scheduling: (i) unlimited number of user licenses for scheduling software; (ii) facility registration and scheduling; (iii) public web-based registration and scheduling; (iv) multilingual web interface (English, Spanish); and (v) professional web-based registration and scheduling. The VVS software allows County to (1) manage public and professional visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation and remote video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits and remote video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to remote video visitation start. County may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with County’s Jail Management System (or “JMS”) for one-way data transfers; provided, however, Contractor shall not be responsible for any charges that may be assessed for the interface or its maintenance by County’s JMS provider. County may use the VVS software for live

monitoring and recording with sixty (60) day recording storage and may create certain data reports based on the data available via the VVS software.

7. Support and Maintenance. Contractor will provide all support and maintenance services for the VVS, subject to the limitations described herein. Contractor will respond promptly to all support requests. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that VVS will not be available while being repaired or maintained. County will permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein.

8. VVS Rates.

- a. On-Premises video visits beyond free visits required by law shall be \$0.30 per minute for the duration of the visit.
- b. Remote video visits shall be \$0.30 per minute for the duration of the visit.
- c. Attorney remote video visits shall be \$0.00 per minute for the duration of the visit.

9. Additional Terms

- a. **Monitoring and Recording.** County agrees that Contractor has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control video communication recordation 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 video monitoring and recording capabilities supplied through this Agreement. Contractor 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 Contractor or its affiliates arising out of failure of County (or Contractor at the direction of County) to comply with such law, regulation or guideline. County acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.
- b. **Exclusivity.** County will not allow any products or services that compete with those supplied by Contractor during the term of the Contract to be, or to remain, installed at any County facilities, including present and future County locations. Contractor will have the exclusive right to provide the products and services implemented at County facilities through the Flex Kiosks, and otherwise through the Contract, and those other inmate communication, tablet educational or entertainment products or services sought by County during the term of the Contract, including any products or services that may be delivered through Flex Kiosks, whether the products or services are for inmates located at a County facilities or at third-party facilities; provided, however, that Contractor may choose to not exercise this exclusive right. For the avoidance of doubt, nothing herein shall be construed to restrict County's current educational offerings.
- c. **Early Termination.** If County terminates the Contract before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by Contractor, County will pay Contractor its substantiated and unamortized capital and related expenditures less residual value of any capital equipment in connection with deployment of Enhanced Services.

Termination: Pima County reserves the right to terminate and MA, PO, DO, DOM or

award, in whole or in part at any time, without penalty or recourse, when it is in the best interests of the County. Contractor will be given a thirty (30) day written notice. Upon receipt of written notice, Contractor will cease all work as directed by the notice, notify all subs of the effective date and termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract become property of Pima County and Contractor must deliver them promptly to the County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

10. Limitation of Liability.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, CONTRACTOR AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND CONTRACTOR IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. FURTHERMORE, CONTRACTOR AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PIMA COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE CONTRACT, THE FLEX KIOSK UNITS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR 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 THE FLEX KIOSK UNITS. CONTRACTOR DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. CONTRACTOR DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

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

Exhibit: 3 Continued

Service Schedule: FACILITY ACKNOWLEDGMENT - NUMI

By signing this Facility Acknowledgment or activating a Numi Prepaid MasterCard® card on behalf of a consumer, Facility hereby acknowledges and agrees to comply with the terms and conditions contained in this Facility Acknowledgment.

PURPOSE is to ensure the Card Program is distributed and administered in a manner that complies with the Financial Regulations. Capitalized terms used but not defined herein have the meaning set forth in the section of this Acknowledgment entitled "Definitions".

APPLICABILITY is to Facility, and all Facility's personnel, contractors, and agents that administer the Card Program for or on behalf of Facility.

BACKGROUND. By participation in the Card Program, Facility will be able to return inmate trust funds and other property to persons released from incarceration through the use of prepaid Network Branded (MasterCard/VISA) cards. Numi is required to ensure that all people and entities providing Cards or participating in the Card Program comply with the Financial Regulations. Facility wishes to participate in the Card Program. This Acknowledgment establishes the requirements and standards applicable to Facility in participating in the Card Program. Facility acknowledges that Numi has made alternative terms and conditions applicable to the Card Program available to Facility, including alternatives that involve Facility subsidizing all of or a portion of the total cost of the Card Program such that the Cardholders are charged minimal, if any, fees, and that Facility has chosen a Card Program with full knowledge of the alternatives.

MANDATORY CARD DISTRIBUTION GUIDELINES & PROCEDURES.

Operating Guidelines. Numi accepts Facility as an independent distributor of the Cards subject to the terms and conditions of this Acknowledgment. Facility will comply with applicable Financial Regulations, including but not limited to regulations set forth by the Office of Foreign Assets Control (OFAC). Facility will cooperate with Numi to the extent necessary in order to ensure continued compliance with the Financial Regulations. Facility acknowledges that Financial Regulations are subject to change, and should a material change to these regulations occur, Numi will notify Facility of that change and Facility will comply with the Financial Regulations, as changed.

Signature Receipts. Facility must have all inmates sign for their Card along with the Terms and Conditions, which must always accompany the Card, upon release. Facility must implement signature receipt as part of the process and incorporate through their Banking Software Providers or as part of their booking / release process when releasing inmates with their Card. If IT cannot accommodate or implement as part of the process you can i) Contact your Software Provider as they might be able to provide for you ii) Facility can implement and execute on their own as long as they are adhering to policy and are able to provide Numi with a copy of the signed Signature Receipt upon request. The Signature Receipt must contain the following language or language similar to the bolded language outlined here: ***"I understand and agree that I have received my funds on a Prepaid Debit Card and have also received the Cardholder Agreement containing the terms of use for the Prepaid Debit Card. I understand that use of this Card constitutes acceptance of all the terms and conditions set forth in the Cardholder Agreement and that I can immediately remove my funds from the Prepaid Debit Card without charge as written in the Cardholder Agreement."*** Numi may request Signature Receipts from Facility at any point in time for proof of inmate release signatures. This policy is being instituted for legal coverage for both the Facility and Numi.

Mailing Cards. Treat activated Cards like cash. DO NOT mail activated cards. This is for your protection. Mailing activated Cards puts Facility and recipients at risk for potential fraud and security issues. Numi will not be responsible for any fraudulent activity or security issues as a result of mailing activated Cards. If Facility would like to mail Cards, please contact Numi directly to learn about our safe and compliant distribution options.

Load Limits. The Card Program allows Facility to disburse up to a total of \$9,500 per Cardholder in inmate trust funds upon the inmate's release from the Facility.

ODFI. Facility authorizes the Originating Depository Financial Institution (ODFI) designated by Numi on behalf of Issuing Bank to initiate a DAILY ACH debit entry for the entire balance of all daily Card load activity by Facility. The daily ACH will be debited from the bank account provided or designated by Facility in the

separate ACH agreement between Numi and Facility.

Card Registration. When disbursing funds using Cards, Facility will collect and submit to Numi at least the following information:

- (a) Cardholder's full name and date of birth (required to be collected for all Cards);
- (b) Upon Numi's request, the Cardholder's Social Security Number and address may be required for disbursements in excess of \$5,000.

Facility will also collect and submit such additional information that Numi requires from time to time in order to ensure compliance with Financial Regulations.

Delivery of Terms & Conditions to Each Cardholder. Facility must distribute the Cardholder Terms and Conditions, and other supporting documentation required by Numi to every Cardholder immediately prior to Cardholder's release from Facility. Numi will provide to Facility written procedures and/or training materials regarding the distribution of the Cardholder Terms and Conditions and supporting documentation, and Facility will abide by such procedures to ensure that these materials are provided to the Cardholders as required. If required by Numi, the Facility will obtain the inmate's signature on supporting documentation and provide it to Numi upon request.

Card Ordering. Numi and Facility will be responsible for providing Card inventory, replenishment of Card inventory, and securing Card deliveries, such that there is always at least one week of estimated Card requirements on hand at each Facility location, based on a 90 day trailing activation rate.

Numi reserves the right to not deliver any additional Cards to Facility, and to cancel or lock any and all Cards at Facility, if Facility (i) fails to make any payment pursuant to the Card Program, including but not limited to reimbursing Issuing Bank for inmate funds loaded onto Cards, or (ii) otherwise fails to comply with the terms and conditions of this Acknowledgment.

Numi will periodically ship Cards to Facility's designated locations. Card orders must be signed for upon arrival. The Cards are financial instruments and, as such, Facility must utilize a reasonable standard of care to ensure that the Cards are placed at the time of receipt in a secure storage area and that proper physical and procedural security policies are implemented and followed to ensure the tracking and monitoring of the Cards.

Card Security. The Cards must be handled by Facility in accordance with security requirements established by Financial Regulations, including policies and guidelines of MasterCard®, the Issuing Bank, and industry best practices. These security requirements are incorporated into this Acknowledgment by reference and must be implemented by Facility at all locations that store and distribute the Cards.

System Security. Neither party will transmit or disseminate to the other party, the other party's service providers, or their respective networks or systems any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines (collectively, "Viruses") that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information. Each party will use then-current industry standard security and antivirus tools to detect and eliminate Viruses.

Card Inventory. Facility will maintain physical security of the Cards at all times. Facility will store the Cards in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks. Card inventory is subject to audit by Numi or the Issuing Bank with at least 10 days advance notice. Facility will deliver a completed certified inventory report to Numi at least once per year, or any time upon Numi's request, that accounts for all Cards. Facility will maintain an inventory log of the number of Cards spoiled (e.g. cards that cannot be used due to damage, tampering or expiration). Facility will promptly report any inventory discrepancy to Numi via an electronic mail communication to corrections@numifinancial.com or by contacting Numi at 760-444-5525. Facility will produce any of the above-mentioned documentation upon Numi's request at any time during the audit.

Reimbursement of Loaded Funds. Facility, or Facility's assigned Fiduciary Banking Agent, must ensure that there are adequate funds available and accessible to Issuing Bank to cover the Facility's daily Card loading activity. If Facility chooses to have the obligations of this section performed by a Fiduciary Banking Agent, both the Facility and the Fiduciary Banking Agent must execute a copy of this Acknowledgment with Numi. In addition, Facility, or Facility's Fiduciary Banking Agent, must execute the separate ACH

authorization agreement. The ACH authorization will remain in full force and effect until Numi receives written notice of termination as required in this Acknowledgment. Upon receipt of the notice of termination, Numi will inform the Issuing Bank that is performing the ACH activities of such termination. Facility understands that the unsuccessful collection of funds by Issuing Bank will result in the immediate suspension of the Card Program at Facility upon notice by Numi of the breach of this funding obligation, and Numi will have the unilateral right to suspend or terminate the Card Program at the Facility. The Facility, or Facility's assigned Fiduciary Banking Agent, agrees it will not initiate a return or stop pay, with their bank, for any ACH settlement item for the Card loading activity. If the Facility or Facility's assigned Fiduciary Banking Agent has any issues, objections or discrepancies regarding the amounts of the ACH items, the Facility should contact Numi directly to resolve.

Card Return or Destruction. Numi may request the return of unused Cards in inventory for destruction for reasons including, but not limited to, the following:

- (a) Cards are compromised or tampered with;
- (b) Card stock expired;
- (c) Cards are damaged or defective; or
- (d) Card Program is terminated

Upon receipt of a request from Numi, Facility will securely package any Cards to be returned and will include a completed inventory log with the shipment.

Alternatively, at the direction of Numi, Facility may destroy any defective or damaged Cards, and certify their destruction by any method specified in the MasterCard® guidelines (currently available at <http://www.mastercard.us/terms-of-use.html>). A template for certifying the Card's destruction is available upon request by electronic mail to compliance@numifinancial.com, or by contacting Numi at 760-444-5525.

Unauthorized Facility Activities. Numi has the unilateral right to suspend or terminate the Card Program if the Facility fails to properly store, register, or activate the Cards, deliver the Cardholder Terms and Conditions and/or supporting documentation required by Numi with the Cards, or otherwise comply with the Financial Regulations or the requirements in this Acknowledgment. If Numi determines such a failure exists, Numi will notify Facility in writing, and, if reasonably capable of being corrected, Facility will have 3 business days after the receipt of notification to correct the failure before Numi terminates the Card Program, unless elsewhere in this Acknowledgment, Numi has the right to terminate or suspend immediately.

Designated Card Program Use. In addition to inmate release Card programs, Numi provides Card programs designed for specific applications such as inmate transfers to ICE, trust fund disbursements to Friends and Family, Work Release programs, and for other agency disbursement activities. Use of the inmate release Card program for its unintended purpose is a violation of this agreement. Please contact Numi if you are interested in using any of Numi's additional Card programs as listed above.

Training. Facility, with the assistance of Numi as needed, will provide sufficient training for all employees, representatives, contractors or other individuals conducting the Card Program to ensure compliance with the Financial Regulations and this Acknowledgment.

Customer Service. Numi is responsible for providing customer service for issues related to the Card Program to both Facility and the Cardholders. Facility will cooperate with Numi in providing customer service to Cardholders and will provide such information and documents in Facility's possession or control that Numi reasonably requests from time to time in connection with providing customer service to Cardholders.

Facility understands and acknowledges that Numi's Card Program is a complex combination of hardware and software that is hosted by and interfaced with other service providers, as such, operational failures, malfunctions and other errors may occur resulting in, among other things, Card access denials and/or delays, and periods of suspended service to Facility and Cardholders. Facility will notify Numi and/or terminal software provider of Card Program related operational issues immediately, and Numi will use commercially reasonable efforts to minimize such issues.

GENERAL PROVISIONS.

Press Releases/Publicity. Numi and Facility each agree not to issue any press release or public

statements regarding

Facility's participation in the Card Program without the other's prior consent.

Advertising and Marketing Materials. Facility will only use Program Materials provided by Numi in connection with its conduct of the Card Program. Facility will not alter or modify any Program Materials without the express prior written consent of Numi.

Confidentiality. Facility agrees to keep all information about the Card Program, the Cards and the Cardholders accessed, obtained or collected in connection with the Card Program (the "Information") confidential at all times except as required by law. In addition, Facility may not use or disclose the Information except to conduct the Card Program and to disclose the Information to those of its directors, officers, agents, and employees who have a reasonable need to know it in order to conduct the Card Program. Prior to disclosing this Information, however, Facility will inform the person to receive the Information of its confidential nature and the obligations of nondisclosure and confidentiality as defined herein and Facility will be responsible for any breach of such obligations by such person. Facility acknowledges that it is not authorized to retain any Information. The foregoing does not apply to information that Facility accesses or receives exclusively in the ordinary course of its business of operating a jail, detention center, or correctional institution.

Subject to all applicable State and Federal banking regulations and except to the extent as required by law, subpoena, or court order, Numi shall keep all personally identifiable information about the Cardholders obtained or collected in connection with the Card Program (the "Personally Identifiable Information") confidential at all time.

Term of Non-Disclosure Obligation. The obligations of nondisclosure and confidentiality undertaken herein will continue for as long as Facility wishes to utilize Numi products for any purpose, or longer if required by Financial Regulations.

Mutual Indemnification. Facility agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgment by Numi, Facility will indemnify and hold harmless Numi, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions, Card and/or Card Program misuse, and/or theft, or from breach of this Acknowledgment by Facility, Facility's personnel, or third parties under the direction or control of Facility, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Numi agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgment by Facility, Numi will indemnify and hold harmless the Facility, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions or breach of this Acknowledgment by Numi, Numi's personnel or third parties under the direction or control of Numi, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Termination. This Acknowledgment may be terminated by Facility with or without cause by providing ninety (90) days written notice to Numi. Numi may terminate the Card Program and this Acknowledgment immediately if Issuing Bank or any regulatory authority or governmental agency with jurisdiction over Issuing Bank or Numi requires such termination. Upon termination, Facility will return all unused card inventory and cardholder education materials to Numi.

Release Methods. Facility has the authority, in its sole and absolute discretion, to choose which method or methods are used to return inmate trust fund balances. To the extent Facility utilizes prepaid cards for this purpose, to limit consumer confusion and allow for Numi to provide proper customer support, so long as this Acknowledgment is in place, Facility will only use Numi as its exclusive payment solution provider with respect to such prepaid cards.

Audit Rights. Facility acknowledges that MasterCard®, Issuing Bank and any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank, to the extent required by such authority

or agency, may perform an examination of Facility with respect to the Card Program and Facility's compliance with its obligations hereunder. Numi may perform one (1) on-site audit of Facility per calendar year, upon 10 days prior written notice to Facility. As Numi determines in its discretion, Numi may perform any additional audits of Facility without notice, provided that such audits do not unreasonably interfere with the Facility's operation of the jail, detention center or correctional facility. Facility will cooperate and provide any information that may be required in connection with any such examination or audit. Facility will also provide any information that MasterCard®, any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank requires in connection with an examination of Numi or Issuing Bank or that may be required from time to time with respect to the financial condition and security and business practices of Facility.

Public Records Request. Upon receipt by Facility of a public records request for a copy of this Acknowledgment or any other card program materials, Facility hereby agrees to inform Numi in writing of any such request prior to providing any of the requested materials to the party initiating the public records request.

Changes to Card Program. As between Facility and Numi, Facility agrees that Numi may in its sole discretion, due to regulatory, market, economic or other factors, modify any aspect of the Card Program including card program pricing, cardholder fees, cardholder education materials and cardholder identification requirements. Notice of any card program modification will be provided in writing to the Facility prior to any such modification taking effect. Upon receipt of written notice of a program modification Facility hereby agrees to abide by such modifications in connection with its obligations as outlined in this Acknowledgment.

Entire Agreement. This Acknowledgment supersedes any prior written agreement or other written correspondence between the parties and constitutes the entire agreement between Numi and Facility.

Definitions

- "Acknowledgment" means this Facility Acknowledgment.
- "Card" means a Numi Prestige Prepaid MasterCard® card issued through the Card Program.
- "Cardholder Terms and Conditions" means the terms and conditions agreement that must be distributed to the Cardholder by the Facility in connection with Card use.
- "Cardholder" means a released inmate who receives a Card.
- "Card Program" means the Numi Prestige Prepaid MasterCard® program.
- "Facility" means the undersigned, which includes but is not limited to jail(s), detention center(s), or other correctional institution(s).
- "Financial Regulations" means the requirements of the Issuing Bank, and MasterCard®, financial industry standards, and State and Federal laws and regulations, as well as certain additional requirements Numi specifies from time to time to facilitate the proper operation of the Card Program.
- "Fiduciary Banking Agent" means a 3rd party such as a commissary provider or inmate banking software provider who manages the inmate trust fund on behalf of the Facility and who is responsible for reimbursing Issuing Bank for all card loading activity as set forth in this Acknowledgment.
- "Issuing Bank" means the bank issuing the Cards, as stated in the issuer statement on each Card.
- "Numi" means Stored Value Cards, Inc. d/b/a Numi Financial.
- "Program Materials" means the educational and marketing materials distributed by Numi in connection with the Card Program.

Facility

Fiduciary Banking Agent (if applicable)

Facility Name:

Agent

Name: _____

Signature:

EXHIBIT 4: 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 Contractor and County related to the Services in this Service Schedule. Where "Contractor" is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

I. SERVICES. Contractor shall provide the following Services to the County:

- Trust Services
- Intake Kiosks
- Release Card (Optional)
- Self-Release (Optional)

Contractor 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 County 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: Contractor-provided proprietary Deposit Kiosks using cash, a credit or debit card (collectively, the "Kiosk or Kiosks"), payment over the telephone using Contractor's Interactive Voice Response System ("IVR"), an on-line web-payment portal using a credit or debit card ("Web"). The County acknowledges and agrees that Contractor may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed by Contractor in any facility.

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

Deposit Amount	Cash Lobby Kiosks	Credit or Debit Card Countertop Terminal, Lobby Kiosk, IVR, or Web
\$0.01 - \$20.00	\$3.95	\$3.95 + 3.5%
\$20.01-\$100.00	\$4.95	\$4.95 + 3.5%
\$100.01 - \$200.00	\$5.95	\$5.95 + 3.5%

Intake Kiosks. 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 County on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for receiving of the Inmate Property.

- For each Intake transaction of Inmate Property, Contractor may charge the County a fee of \$3.00 or as follows: For County, as long as County 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.

Self-Release. This Service allows a sender to deposit funds using cash, credit or debit card into a proprietary Kiosk or Web for the exclusive use in posting bail, and in accordance with state and federal money transmitter regulations.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, Contractor will charge the sender a base fee as follows:

Deposit Amount	Cash Lobby Kiosks	Credit or Debit Card Countertop Terminal, Lobby Kiosk, IVR, or Web
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\$0.01 - \$100.00	\$5.00	\$5.00 + 7.5%
\$100.01 - \$9,999.99*	\$10.00 base plus an additional \$5.00 per \$100 deposited.	\$10.00 + 6.5%

*Deposits for amounts greater than \$9,999.99 inclusive of fees must be completed with a wire transfer initiated by contacting customer service. Refer to other Money Transmitter Laws listed below in Section 10.

Release Card. Upon completion of an inmate's sentence, any remaining funds held in trust by County 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.

Contractor agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. County will be required to complete the third party "Numi Financial" card issuer's application process and execute an associated agreement in form and content substantially similar to Exhibit B. Contractor, as the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to County.
- Third-party card issuer fees may apply to cardholder. The release card fee structure will be reviewed on an annual basis to determine market-based competitiveness and will be subject to change at Contractor's sole discretion. No price increase shall take place without written notice and consultation with County at least 30 days prior to the intended rate increase.

Child Support Payment Services. This Service allows a party to insert funds into a Kiosk located at a jail or courthouse or other agreed upon location, using a credit card, for the purposes of making child support payments.

Kiosk Placements: Contractor will provide the Deposit and Intake Kiosks described in the table below:

Building	Type
Pima County Sheriff Office Main Jail Adult Detention Complex	Lobby Kiosk (1) Intake Kiosk (2)
Ajo District Jail	Lobby Kiosk (1)

II. PAYMENT SERVICES TERMS AND CONDITIONS

1. **Remittance.** For all deposit and payment services designated in this Schedule, Contractor agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate County accounts in the designated system. Contractor will initiate an Automated Clearing House ("ACH") credit to County's designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Contractor. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Contractor.
2. **Compliance with Applicable Law.** Contractor is a licensed "money transmitter" under applicable state laws. County will reasonably cooperate with Contractor to ensure that Contractor complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If County is unable or unwilling to comply with the requirements of Contractor that allow Contractor to be in compliance with the Money Transmitter Laws, Contractor may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.

3. **Systems Interface.** Contractor and County will establish a systems interface that allows for processing of payments directly between the proprietary systems of County and Contractor. County and Contractor 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.** County will provide Contractor with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Contractor will use its default parameters unless County specifies unique requirements.
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, County shall provide Contractor with information regarding the location on County where the Kiosk shall be located. County shall prepare the site for the Kiosk, according to Contractor's reasonable instructions. Power to the Kiosk is the County's sole responsibility. Contractor will be responsible for all ongoing cash management and repair of Kiosks.
6. **Promotion.** Contractor and County shall work together to promote the Services. County agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Contractor will be allowed to distribute marketing material and promotional material to County as well as provide a reference link from County's website to the URL designated by Contractor for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Contractor for the purpose of providing the Services shall remain solely that of Contractor. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from County of a termination of this agreement, Contractor shall, at its own expense, remove all of its hardware from County premises.
8. **Reporting.** Contractor will provide County with online access to certain transaction information. To the extent such information is provided through password protected access, County agrees to keep all user and password information confidential and protect against unauthorized use. County will indemnify and hold Contractor 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 County.
9. **Release Card.** Contractor agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. County agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". County must maintain the card log provided by Contractor and must audit the log monthly for compliance. County must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** County agrees to the following procedures:
 - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Contractor 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 – Contractor 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 Contractor encounters suspicious activity, County agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** Contractor will transmit all payments made through the Service (net of Contractor Fees) to the County. Contractor is not responsible for collecting any additional funds due to the County. All refunds will be conducted through the County's established refund process.