

AMENDMENT # 03 TO PERSONAL SERVICES CONTRACT

This Amendment # 03 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“Amendment Effective Date”), and amends and revises that certain **Personal Services Contract**, dated June 1, 2019, as amended from time to time (the “Agreement”), by and between Telmate, LLC, a subsidiary of Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Contractor”), and the County of Nevada, with an address of 950 Maidu Avenue, Nevada City, CA 95959-8600 (the “County”) (Contractor and County collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement, among other reasons, in order to address changes mandated by the Federal Communications Commission’s (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”), as further described below; and

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. FCC IPCS TELEPHONE COMMUNICATION PROVISIONS

1. Service Charge.

The following rates, charges, commissions and other provisions are amended and/or deleted as follows effective on **April 1, 2025**, pursuant to the FCC Order, unless the FCC Order is for any reason stayed by judicial or regulatory proceeding. In the event the FCC Order is stayed or amended, the following rates, charges, commissions and other provisions shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order.

1.1. *The following Inmate Telephone Service (ITS) Base Features* will continue to be provided under the Agreement:

ITS Base Features
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish

1.2. **ITS Compensation:** ITS Compensation is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Compensation payable on IPCS voice calling services under this Agreement.

1.3. **ITS Rates and Charges,** are hereby deleted in its entirety and replaced as follows:

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”).

- i. Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
- ii. Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
- iii. International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Contractor’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.
- iv. No per call, per connection, or flat-rate calling charges shall apply to international, interstate and intrastate ITS per minute of use calls.
- v. The ITS rates set forth above are exclusive of taxes and other amounts collected by the 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 the Contractor in connection with such programs.

1.4. *ITS Ancillary Service Charges* is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Ancillary Fee Charges charged for IPCS voice calling services under this Agreement.

2. TABLET SERVICES PROVISIONS

A: TABLET SERVICES PROVISIONS

1. *Exhibit B, Section 2.0, Tablet Services, is hereby deleted in its entirety and replaced with the following:*

2.0 Tablet Services

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

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

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

- 2.2 **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 Rate:
 - i. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
 - ii. Video Visitation Services:
 - 1. \$0.14 per minute Remote Visit Price
- b. Enhanced Services and Accessories Rates:

- i. Paid Inmate Content Access:
 - 1. Standard Profile: \$0.06 per minute
 - 2. Free Profile: \$0.00 per minute
- ii. Premium Access Pass: \$12.99 for 180 minutes with 72 hours (3 days) to utilize the minutes
- iii. Replacement Headphones or Earbuds: \$4.00
- iv. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - 1. \$0.50 per written message
 - 2. \$0.50 per photo attachment (in addition to charge for any written message, if provided)
 - 3. \$0.50 per video message

2. **Exhibit B, Section 3.0, Video Visitation**, is hereby deleted in its entirety and replaced as follows:

- i. Remote video visits shall \$0.14 per minute.
- ii. VVS commission is hereby deleted in its entirety.

B: NON-FCC GOVERNED ENHANCED SERVICES:

1. **Technology Grant:** The Annual Technology Grant of \$5,000.00 in Amendment 01 to the Contract remains. Contractor agrees to provide County with a Technology Grant in the amount of five thousand dollars (\$5,000). Payment of the Technology Grant shall be made annually for the Term of the Agreement.

2. **Tablet Commissions:** Tablet Commission is hereby added to the Agreement as follows:
 a. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government-imposed fees or charges, and billing or security fees) received from the per minute rate or subscription/access pass charged to inmates for Enhanced Services excluding Enhanced Communications, contingent upon a minimum of eighty percent (80%) of Premises Provider’s inmates having reasonable access to the Tablets.

b. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

3. **Transaction Fees** for Enhanced Services is hereby added to the Agreement as follows:
 Contractor may charge certain Transaction Fees in accordance with the following amounts:

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

4. **Additional Features**

Additional Features is hereby added to the Agreement. The Additional Features and value-added services listed in the table below will no longer be offered within the ITS Rates. Going forward, the Additional Features and value-added services will be provided to the County under the Enhanced Services.

Additional Features
365 Day On-Line Call Recording Storage
60 Day On-Line Video Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools

4. **Exhibit A, Section 12, Tablet Replacement**, is hereby added to the Agreement as follows:

12. **Tablet Replacement**.

- a. 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 Premises Provider policies) and the Terms of Use. Company may, in its discretion, restrict use or prohibit certain activities in connection with the Tablets.
- b. Inmates will be responsible for the replacement cost and any associated costs of Tablets that have been damaged, tampered with, misused, destroyed, lost or stolen, used in violation of the Terms of Use, or as otherwise set forth in this Agreement. Any Inmate 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 this Section.
- c. **Replacement Conditions.** Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager (FSM Contact Information: Patrick.Hayes@viapath.com).
 - i. **Normal Wear and Tear.** Replacement of Tablets due to normal wear and tear may be provided by Company 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 Company as set forth in Section 5, Support and Maintenance.
 - iii. **Damage or Tamper.** Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the inmate. 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 Premises Provider staff, submit a request for replacement, and cooperate

- fully with efforts to retrieve the Tablet. Replacement will be subject to Company review, and inmates shall be responsible for the cost of a replacement Tablet.
- v. Other Inmate Violation or Misuse. Inmates shall be 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.
 - d. 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 Company and Premises Provider via a Standard Operating Procedure (“SOP”).
 - i. Tablet Replacement Request. Inmates and/or Premises Provider must submit a Tablet replacement request (“Tablet Replacement Request”) for review and approval of the Company. 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. Company 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, Company will invoice the Premises Provider for the replacement cost. Company will invoice the Premises Provider monthly for such replacement Tablets. Premises Provider will assess the inmate for the replacement costs, obtain reimbursement from the inmate, or remit payment from the Inmate Welfare fund.
 - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Contractor
Telmate, LLC, a subsidiary of Global Tel*
Link Corporation
d/b/a ViaPath Technologies

By: _____
Name: _____
Title: _____
Date: _____

County of Nevada

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form:
COUNTY COUNSEL:

By: _____
Name: _____
Title: _____
Date: _____

March 28, 2025

VIA OVERNIGHT MAIL AND ELECTRONIC MAIL

County of Nevada
950 Maidu Avenue
Nevada City, CA 95959
Wayne Brown Correctional Facility
Attn: Lieutenant Jennifer McCormack

Re: Pending Amendment to Agreement

Dear Lieutenant McCormack:

Telmate, LLC d/b/a ViaPath Technologies (“ViaPath” or the “Contractor”) and County of Nevada (the “County”) are parties to a certain Personal Services Contract dated June 1, 2019 as amended from time to time (the “Agreement”).

Effective **April 1, 2025**, ViaPath must make certain changes mandated by the Federal Communications Commission (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”) that became effective as of November 19, 2024.

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and ViaPath must implement certain changes to comply with the law. Notwithstanding anything to the contrary in the Agreement and per the parties’ verbal agreement to the attached proposed Amendment to the Agreement, **ViaPath will implement the changes as described in the attached Amendment effective April 1, 2025**, unless compliance with the FCC Order is stayed or amended through a regulatory or court proceeding. In the event the FCC Order is stayed or amended, modifications described in the attached amendment shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order.

Should you have any questions, comments or objections to the changes described in the attached Amendment to the Agreement please contact Tim Haus at Tim.Haus@viapath.com or the undersigned, Alexandra Booker at Alexandra.Booker@viapath.com immediately. Absent any immediate communication from you, we will proceed with our planned implementation effective **April 1, 2025**.

We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize the Amendment to the Agreement. Thank you for your cooperation on this matter.

Sincerely,


Alexandra Booker