



THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2019, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and PAY TEL COMMUNICATIONS, INC, hereinafter referred to as the “COMPANY,” and also collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2005, and revised it on July 1, 2008, July 1, 2010; July 1, 2011; June 30, 2014; July 1, 2016 and July 1, 2017, and July 1, 2018 whereby the COMPANY agreed to provide the following goods and/or service(s) to the COUNTY on behalf of the Guilford County Sheriff’s Office: Exclusive provision of Inmate/Resident Telecommunications Services at the Guilford County Jails in Greensboro and High Point, North Carolina; and,

WHEREAS, the initial Contract may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from July 1, 2019, through June 30, 2022 and additional services.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. In consideration for the COMPANY’s investment in educational tablets, COUNTY specific programs, COUNTY specific Reentry resource web page, Wi-Fi infrastructure and related services described herein; the effective period of this Contract is hereby extended from July 1, 2019 through June 30, 2022, under the same terms and conditions as set forth in the initial Contract, as revised herein. Contract is renewable in one (1) year terms upon mutual agreement by the Parties. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. ADDITIONAL EQUIPMENT AND SERVICES PROVIDED BY PAY TEL – Following Amendment Approval, COMPANY will provide COUNTY with an implementation schedule and project plan for approval prior to proceeding with any work.

Tablets - Based on the success of Phase I Tablet Solution (in service today), the parties agree to move forward with full deployment of COMPANY’S inteleTABLET™ solution with the Pathway to Achieve™ for the COUNTY. As the COUNTY’S exclusive provider of resident communications services (all phone calls, messages, and remote video visitation); COMPANY agrees to provide the tablet services at no cost to the County as further described in Attachment A. Failure to offer the educational/life skills tablet content described in Attachment A throughout the term shall be considered a default and shall be subject to the notice, cure and termination provisions of the CONTRACT.

Reentry Resources – Rise4Me™ – Website page dedicated to Guilford County featuring resources for returning citizens and their families. This service is provided at no cost to the County and no cost to citizens. Pay Tel will provide promotional materials for Jail residents, friends and family.

Advanced Voice Biometric Analysis Tool to enhance investigative capabilities for command staff. This feature is offered at no cost to the County and no cost to citizens. Pay Tel will provide implementation and training to appropriate staff.

The Parties hereby agree that the goods and/or services provided by the COMPANY to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING. The fixed quarterly compensation paid by Pay Tel to the COUNTY shall remain unchanged. As a benefit to residents and called parties; phone call and messaging charges will be reduced effective the first day of the month following execution of this Contract Renewal. New Rates are as follows:

Local Phone Calls:	\$0.10 per minute	
Intrastate and Interstate Long Distance Calls:		\$0.10 per minute
Messages:	\$0.20 per message	
Remote Video Visitation	\$0.30 per minute	

Compensation will be One-time Payment of \$163,000 for July through December 2019; plus \$400,000 per year (paid in quarterly installments of \$100,000 each) Beginning in the first quarter of 2020 with the first payment occurring on or before March 15, 2020. Cumulative Compensation Over 3 Year Term: \$1,163,000

4. TERMINATION.

TERMINATION WITHOUT CAUSE. Either Party may terminate this Agreement for any reason without cause and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the COMPANY within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE. If, through any cause, the COMPANY shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the COMPANY and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the COMPANY under this contract shall, at the option of the COUNTY, become its property and the COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the COMPANY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the COMPANY’S breach of this agreement, and the COUNTY may withhold any payment due the COMPANY for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the COMPANY, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the COMPANY responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the COMPANY shall be an act of default under this contract.

5. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The COMPANY will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. PRIOR AGREEMENTS. All other provisions of the initial Contract entered into on July 1, 2005 and subsequent amendments and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided therein.

(The Remainder of this Page is Intentionally Left Blank) .

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
Guilford County Manager

Robin Keller Date
Guilford County Clerk to Board

PAY TEL COMMUNICATIONS, INC

ATTEST

President

Witness

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists

INMATE/RESIDENT TELCOMMUNICATIONS

ATTACHMENT A

InteleTABLET™ Product Summary:

- inteleTABLETS™, Wi-Fi Infra-Structure, Access Points and Charging Stations

Phase I Tablet Solution – (In service today) including Wi-Fi network infrastructure

Description	High Point	Greensboro
Tablets	65	260
Charging Stations	5	26
Access Points	9	20

Phase II inteleTABLET™ with Pathway to Achieve™ - Scheduled for Fall, 2019

Description	High Point	Greensboro
Tablets	65 <i>Number to be Increased to provide tablets to remaining portions of the facility (2:1) resident to tablet ratio</i>	260
Self Service Charging Stations	7	26
Access Points*	9	20

**More access points may be added to increase usage.*

- Each InteleTABLET™ will be configured to provide:
 - Resident self-administered Risk/Needs Assessment
 - Individualized Resident Pathway to Achieve™ based on Assessment
 - Education and Life-skills courses
 - Reward program to incentivize Education achievement providing free resident access to Entertainment
 - Optional - Entertainment for resident purchase
 - Resident Phone Calls (required)
 - inteleMESSAGE™ Resident Messaging (required)
 - Law Library
 - Rise4Me™ Guilford County Reentry Information (PDF version of the same resources listed for returning citizens, friends and family in the Help Near Me section on the Rise4Me website.)

Each InteleTABLET™ configured to provide COUNTY specific requests

- Welcome Message
- Orientation Video
- GCSTOP Opioid Prevention Program Materials
- District Attorney Approved Programing
- PREA Information
- Resident Handbook
- Facility Resident Messaging Tool
- COMPANY will perform all required installation
- COMPANY will be responsible for wiring for the Wi-Fi Infra-Structure, Access Points and Charging Stations in coordination with County point of contact
 - COMPANY I will ensure that the installation contains no bare wires and that all wires are contained in conduit and secured to the wall
 - COMPANY will make reasonable efforts to ensure that outlets and associated wiring are flush mounted and/or concealed by the unit itself wherever feasible
 - COMPANY will provide the required bandwidth upgrade
- COMPANY will provide all instructional signage and training to officers and residents.
- COUNTY agrees to maximize hours of tablet availability and resident access to tablets
- COUNTY agrees to work with Pay Tel to discourage tablet damage consistent with COMPANY's Weekly Tablet Care incentive program.
- COMPANY will provide a project plan for review prior to proceeding with any work and will coordinate the delivery, installation and training schedule with the designated COUNTY Point of Contact