

**SENATE BILL 581
AND
HOUSE BILL 1053**



*Report from Workgroup
December 2022*

REPORT FROM WORK GROUP ON SENATE BILL 581 AND HOUSE BILL 1053

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EXECUTIVE SUMMARY

WORK GROUP BACKGROUND

Senate Bill 581 and House Bill 1053 directed the Board of Local and Regional Jails to organize a work group to make recommendations regarding the reduction or elimination of fees charged to inmates in local or regional correctional facilities.

Be it enacted by the General Assembly of Virginia:

1. § 1. The State Board of Local and Regional Jails (the Board) shall convene a work group to review and make recommendations regarding the reduction or elimination of costs and fees charged to inmates in local or regional correctional facilities to defray the costs of an inmate's keep, work release, or participation in educational or rehabilitative programs; to use telephone services; to purchase items or services from stores or commissaries; to utilize electronic visitation systems; and otherwise deemed relevant by the Board. The work group shall be composed of two members of the House Committee on Public Safety who are not members of the same political party and two members of the Senate Committee on Rehabilitation and Social Services who are not members of the same political party. Such legislative members shall appoint as members of the work group one formerly incarcerated person, one family member of a currently incarcerated person, and at least one representative of the following organizations or companies: the Virginia Sheriffs' Association, the Virginia Association of Chiefs of Police, the Virginia Association of Regional Jails, the American Civil Liberties Union of Virginia, Worth Rises, Social Action Linking Together, Justice Forward Virginia, the Sistas in Prison Reform, Americans for Prosperity, a vendor that provides telephone services to local correctional facilities within the Commonwealth, and a vendor that provides commissary services to local correctional facilities within the Commonwealth. The work group shall report its findings and recommendations to the Chairmen of the House Committee on Public Safety and the Senate Committee on Rehabilitation and Social Services by December 1, 2022.

Pursuant to that requirement, this report is the product of engagement and collaboration among work group members who had varying expertise and perspectives on the recommendations. The members included representatives from the Virginia General Assembly, State Board of Local and Regional Jails, formerly incarcerated individuals, family members of incarcerated individuals, and advocacy groups.

The workgroup membership was as follows:

Board of Local and Regional Jails Staff	Law Enforcement Agencies and Associations	Legislative Members	Other Stakeholders
Ryan McCord, Board of Local and Regional Jails	Fred Hull, Northern Neck Regional Jail	Co-Chair Senator Joe Morrissey	Shawn Weneta, ACLU of Virginia
Colleen Maxwell, Board of Local and Regional Jails	Joseph Baron, Norfolk Sheriff	Co-Chair Delegate Amanda Batten	Chuck Meire, Social Action Linking Together
	Virginia Association of Chiefs of Police	Senator John Cosgrove	Santia Nance, family of incarcerated person
		Delegate Patrick Hope	Paulettra James, Sistas in Prison Reform
			Sincere Allah, formerly incarcerated person
			Andy Elders, Justice Forward Virginia
			Bianca Tylek, Worth Rises
			Jeremiah Mosteller, Americans for Prosperity
			Pelicia Hall, ViaPath
			Mike Evancho, Oasis Commissary

The work group convened a quorum three times during the study period, on August 30, November 7, and November 29, 2022. The group also met without a quorum on June 22, 2022.

During these meetings, the group discussed the existing business model for communications, commissary, financial services, and other services within local and regional correctional facilities. At the request of the sheriffs and jail superintendents, the group agreed to ask the local and regional correctional facilities for more data to inform the discussion. This data request consisted of a survey (designed with input from all members of the workgroup, including representatives of local and regional correctional facilities), relevant contracts for all services and goods sold in facilities, and five years of financial data supporting those contracts.

On August 30, 2022, the sheriffs and regional jails, after amending the survey to their specifications, were asked to have their colleagues complete and submit this survey and accompanying contracts and financials by October 6, 2022. This request was again communicated on September 22, 2022 via email by the Board of Local and Regional Jails.

The sheriffs and regional jails subsequently asked Senator Morrissey and Delegate Batten for an extension to October 24, 2022. On October 27, 2022 (three days after the extended due date), the Virginia Association of Regional Jails submitted a position letter disputing the “form and function of the Data Survey” as a “complete misunderstanding of the correctional space and its operational processes.”

DATA AND FINDINGS

In response to its August 30th request, the workgroup received survey responses from 28 out of 59 local and regional correctional facilities. However, **the group received complete survey responses from only two facilities.** Though after the deadline, the Alexandria Sheriff's office provided their full, unredacted contracts to the Board of Local and Regional Jails.

Though requested from the local and regional jails, 25 of the 26 contracts for communications services that the workgroup received were submitted directly by and heavily redacted by the provider (ViaPath), **omitting any useful information regarding the rates and commissions collected for the services.**

Three of the redacted contracts are included in the report's appendix. ViaPath's assertion that this information is a trade secret is inconsistent with the Virginia Public Procurement Act (§ 2.2 - 4342) and the Uniform Trade Secrets Act (§ 59.1-336).

The group received one contract for commissary services, which was not redacted. The group also received one unredacted contract for medical services. **The group received no supporting financial information from any local or regional correctional facility.**

Due to the lack of any relevant data from the jails and the factors listed above, the State Compensation Board (SCB)'s 2021 annual Jail Cost Report, released in November 2022, is the most recent and reliable data on which we can rely. The Jail Costs Report contains an Inmate Canteen and Other Auxiliary Funds Report, which details the amount of revenue raised by each facility from services like commissary and telephones. The data is validated by each sheriff and jail superintendent and their Chief Financial Officer.

The Jail Costs Report indicates that in Fiscal Year 2021 (FY21) the 59 local and regional jails in Virginia oversaw 9,013,841 "inmate housed days." This indicates an average daily population of 24,695 people incarcerated in Virginia's local and regional jails.

During FY21, local and regional jails collected \$25,704,606 in revenue from inmate canteen and \$18,030,636 from telephone systems. In total, jails collected \$43,735,242 in revenue from commissary and telephone commissions in FY21. This represents an average of \$4.85 per day per incarcerated person or \$1,770 per year per person.

These numbers were calculated by dividing the number of inmates housed days in FY21 by the sum of the reported revenue raised via inmate canteen and telephone proceeds. These numbers were also calculated for each facility.

In FY21, the three facilities with the highest reported commission revenue per person per day were:

- Culpeper County Jail
 - \$12.69 per person per day

- \$4,631.85 per person per year
- Albemarle-Charlottesville Regional Jail
 - \$11.56 per person per day
 - \$4,219.40 per person per year
- Alexandria City Jail
 - \$10.03 per person per day
 - \$3,660.95 per person per year

In FY21, the three facilities with the lowest reported commission revenue per person per day were:

- Sussex County Jail
 - \$0 per person per day
 - \$0 per person per year
- Patrick County Jail
 - \$0.73 per person per day
 - \$266.45 per person per year
- Western Tidewater Regional Jail
 - \$0.84 per person per day
 - \$306.60 per person per year

Notably, this data does not include all the revenue generated by the service vendors at these facilities, **meaning that it does not paint a full picture of what incarcerated people and their families are spending on these services.** These total figures could not be calculated without the data and contracts that were requested but not provided.

Since sheriffs and jail superintendents did not provide sufficient data to the workgroup regarding their expenditures, we have extrapolated the following program spending data for the 59 jails in the Commonwealth from the FY21 Jail Cost Reports produced by the SCB:

JAIL	Program Spending per Responsible Day	Commission Revenue per Responsible Day		Program Spending Total	Commission Revenue Total
Accomack County	\$0.00	\$4.67		\$0	\$181,491
Albemarle/C'ville RJ	\$0.01	\$11.56		\$1,149	\$1,560,537
Alexandria City	\$0.00	\$10.03		\$0	\$992,300
Alleghany County	\$0.00	\$2.70		\$0	\$97,030
Arlington County	\$0.00	\$2.70		\$0	\$237,667
Blue Ridge RJ	\$0.01	\$3.51		\$3,272	\$1,581,625
Botetourt County	\$0.00	\$2.47		\$0	\$130,535
Bristol City	\$0.76	\$2.51		\$41,400	\$135,980
Central Virginia RJ	\$0.04	\$6.46		\$5,475	\$948,883
Chesapeake City	\$0.00	\$4.96		\$0	\$1,791,137

JAIL	Program Spending per Responsible Day	Commission Revenue per Responsible Day	Program Spending Total	Commission Revenue Total
Chesterfield County	\$0.25	\$2.69	\$31,240	\$341,745
Culpeper County	\$0.00	\$12.69	\$0	\$394,203
Danville City	\$0.00	\$1.43	\$0	\$119,121
Danville City Farm	\$0.00	\$0.97	\$0	\$28,996
Fairfax County	\$1.18	\$4.34	\$245,449	\$902,810
Fauquier County	\$0.00	\$2.67	\$0	\$47,746
Franklin County	\$0.00	\$2.99	\$0	\$62,892
Gloucester County	\$0.00	\$0.94	\$0	\$12,304
Hampton City	\$0.00	\$6.21	\$0	\$365,787
Hampton Roads RJ	\$0.00	\$3.47	\$84	\$878,709
Henrico County	\$1.82	\$4.85	\$803,247	\$2,139,560
Henry County	\$0.00	\$3.30	\$0	\$199,705
Lancaster County	\$0.00	\$9.77	\$0	\$96,155
Loudoun County	\$0.00	\$2.46	\$0	\$206,565
Martinsville City	\$0.00	\$2.58	\$0	\$129,856
Meherrin River RJ	\$0.00	\$2.81	\$0	\$405,602
Middle Peninsula RJ	\$2.38	\$8.64	\$140,915	\$512,004
Middle River RJ	\$0.00	\$4.21	\$0	\$1,260,863
Montgomery County	\$0.03	\$4.37	\$871	\$126,291
New River Valley RJ	\$0.00	\$3.20	\$0	\$1,079,138
Newport News City	\$0.00	\$4.26	\$0	\$623,587
Norfolk City	\$0.00	\$4.05	\$0	\$1,254,063
Northampton County	\$0.56	\$5.45	\$14,524	\$140,862
Northern Neck RJ	\$0.00	\$9.68	\$0	\$1,558,183
Northwestern RJ	\$0.00	\$6.41	\$0	\$1,495,247
Page County	\$0.00	\$2.00	\$0	\$48,562
Pamunkey RJ	\$0.00	\$5.29	\$0	\$785,265
Patrick County	\$0.00	\$0.73	\$0	\$34,704
Piedmont RJ	\$0.00	\$8.26	\$0	\$1,265,066
Pittsylvania County	\$0.71	\$4.48	\$17,458	\$109,677
Portsmouth City	\$0.00	\$3.27	\$0	\$179,546
Prince William/Man. RJ	\$0.06	\$3.76	\$12,683	\$787,882
R.S.W. RJ	\$0.00	\$7.24	\$0	\$1,090,353
Rappahannock RJ	\$0.06	\$7.20	\$28,136	\$3,589,221
Richmond City	\$2.18	\$5.63	\$590,681	\$1,521,947
Riverside RJ	\$0.00	\$5.25	\$0	\$2,331,358
Roanoke City	\$0.00	\$6.00	\$0	\$870,822
Roanoke County/ Salem	\$0.00	\$5.14	\$0	\$247,042
Rockbridge RJ	\$0.00	\$4.89	\$0	\$204,187
Rockingham County	\$0.05	\$7.50	\$5,314	\$833,695
Southampton County	\$0.00	\$5.01	\$0	\$122,692
Southside RJ	\$0.23	\$1.05	\$15,300	\$71,218
Southwest Virginia RJ	\$0.00	\$2.95	\$0	\$2,090,912
Sussex County	\$0.00	\$0.00	\$0	\$0
Virginia Beach City	\$0.00	\$6.88	\$0	\$2,807,229
Virginia Peninsula RJ	\$0.00	\$6.95	\$0	\$895,954
Westem Tidewater RJ	\$0.30	\$0.84	\$79,942	\$226,423
Westem Virginia RJ	\$2.22	\$5.10	\$667,491	\$1,534,119

Statewide	Avg Daily Program Spending Per Person: \$0.22	Avg Daily Revenue Per Person: \$4.85	Total Program Spending: 2,704,631	Total Commission Revenue: \$43,735,242
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While quantitative data is important, it is also important that the legislature hears qualitative data from those who are most directly impacted by the fees imposed by local and regional jails: incarcerated people and their families.

Here are five testimonials of current and formerly incarcerated people and their family:

DANIEL ROSEN

I spent approximately 18 months in the Fairfax County Adult Detention Center in 2016 and 2017. Those of us incarcerated there were routinely subjected to predatory fees, medical neglect, and substandard nutrition, among other abuses.

The jail served a small breakfast at approximately 4am daily and then a meager sandwich at lunch. Dinner usually consisted of poorly cooked beans or soy products and pasta. As a result, we were often forced to rely on commissary for additional food to stave off hunger. However, commissary was very expensive, a single packet of ramen cost almost a dollar compared to a dime on the outside. People also relied on commissary for basic clothing and hygiene needs since those were rarely met with the provisions given to us upon admission.

We were also forced to pay egregious costs to connect with our support networks, which were incredibly important not just for our well-being but also because many of us were pretrial and still working on our cases. During my incarceration, phone calls cost approximately \$3 for a simple 15-minute call.

When it came to medical, we were charged \$5 for every medical visit and more if we needed a prescription. Despite these charges, medical staff were often unresponsive to legitimate complaints. Medical treatments for ongoing issues were described as "too expensive," and in one case, a doctor's medical advice to me was to "take fewer showers" for a skin condition.

On top of everything, if you didn't have a job, which were incredibly hard to come by, you had to pay a \$2 per diem fee. In fact, roughly 90% of the population in the jail did not have a job and was forced to pay this fee. And importantly, there were few programs aside from religious activities.

When you add it all up, my 18 months in the Fairfax jail cost my family about \$10,000 total. These were the routine, every-day costs and circumstances that I witnessed and experienced personally.

~ Daniel Rosen, formerly incarcerated person

SANTIA NANCE

As the partner of a currently incarcerated person and the sister of someone who previously spent time in a Virginia jail, there are many strenuous monetary and emotional stressors that come about that fall on the backs of the family. In balancing working full-time jobs, trying to make sure everything is done at home without the extra hands, and knowing our loved ones are in a stressful environment, it takes a toll on us. Limited time and resources to communicate via phone and email and commissary to help them maintain a manageable lifestyle with essential hygiene and food, can add up to over \$100 a month. We know they need these things to keep them in high spirits and that they are well when they return home.

- Santia Nance, family member of the incarcerated

SINCERE ALLAH

My name is Sincere Allah, I was pardoned and released from prison on January 14, 2022. I have had the very unfortunate experience to have been a resident of several jails in Virginia. It's hard to give a summary of that experience; however I will try. The Lynchburg City Jail (now Blue Ridge Regional Jail was by far my worst "jail" experience. Tough on Crime (rather than Smart on Crime) kept jails far over capacity for many years 40 or more people to a block with only 12 beds kept very brutal fights going almost daily. There was no heat nor air conditioning and in the basement (3 cell blocks down there) there were also no windows at all and because of staffing and for punishment we weren't allowed outside recreation for fresh air sometimes for months at a time (yes months).

The basement was affectionately referred to by both inmates and staff as the "Dungeon" (cell block 12 more specifically). The "feeding" or meal time process was for a staff member to shove in trays thru a slot in a steel door and use the headcount as a reference of when to stop pushing trays thru with NO idea or care if every individual person was pulling the meal meant for them which meant that if you weren't one of the strong most days you did not eat. The officers would always say to those that complained about not getting their meals that they should "find a guy in there with 2 trays and fight him for one of them."

I recall as a disciplinary tool "and just for kicks and giggles" they (officers) would close the steel doors and turn off the lights so it would be pitch black and not come back until the next day (no security checks counts or responding to our screams or beating on the doors and walls. The phones were routinely turned off as well. At that time the phone calls were so expensive that most people didn't use the phone anyway.

No new clothing, only old dingy reused and recycled clothing or the monopolized, severely inflated commissary clothing (and food). Medical was non-existent. I once watched the father of a friend of mine die from a diabetic attack that medical claimed he was faking, he went into a coma and died all while the entire cell block erupted in an attempt to get him help.

I have many stories about the Lynchburg City Jail, the Halifax Jail and Saluda Jail as well.

~ Sincere Allah, formerly incarcerated person

SHELBY LOVE

Sheriff Baron;

11/30/22

There are several classes that have helped me in my personal walk and I will be a better person because of.

I finished my GED in June and now have plans to attend college upon my release. I have had time to learn about myself in here and now know I want to be a biologist and have a degree in Environmental Science.

I have learned to control my anger and learned the best kind of therapy through the Yoga programs here. I want to continue to do Yoga upon my release several days a week. It has taught me self-control and helped me face my trauma. I have made strides toward healing the damage of my past in this class.

RSAT was also very beneficial for me. I learned to change the errors in my thinking and to start the process of dealing with my grief. I have also gained knowledge of help for the outside instead of feeling helpless and not to blame others for my problems.

These classes have changed my life and helped me grow tremendously when I sat in my darkest and most vulnerable place. I used this program block to change my future for the better.

Thank you,
Shelby Love

~ Shelby Love, currently incarcerated person

MARK BRINDELL

Mr. Baron,

11-30-22

Hello, my name is Mark Brindell and I have earned my GED and accomplished a few more classes while incarcerated in your jail. I have to say I have enjoyed and had so much personal growth from the programs I've accomplished and are in now. The main thing I've gained was understanding myself and how to deal with my emotions in a more productive way. I also have gained life skills and coping mechanisms that I can use on the outside once I am released. I wanted to take a minute and share with you my positive experience and also so thank you for all of the opportunities I have received.

Thank you


mark Brindell

~ Mark Brindell, currently incarcerated person

SUMMARY RECOMMENDATIONS

Given the lack of data, multiple deadline extensions, and difficulty constituting an in-person quorum, **the work group voted to recommend that the original language of SB581 and HB1053 be re-introduced in the General Assembly during the 2023 session.**

Group members Ted Hull and Joseph Baron dissented.

The policy changes contained within SB581 and HB1053 can be summarized as:

1. Communication

- 1.1. Provide each person incarcerated within a local or regional jail with voice communication at no cost to the incarcerated person or the person receiving the call, and 120 minutes of calling time at minimum. Ensure 10:1 ratio of people in custody to phones is reflected not just in the overall population but also within each housing unit. Increase the maximum number of approved phone numbers to no less than 20. Prohibit commissions on voice communications.
- 1.2. Provide each person incarcerated in a local or regional correctional facility with video calls at no cost to the incarcerated person or the person receiving the call and ensure that video calls cannot replace in-person visits. Prohibit commissions on video calling.
- 1.3. Provide unlimited secure messages and/or emails to each incarcerated person at no cost. Prohibit commissions on secure messaging and emails.

2. Commissary

- 2.1. Eliminate commissions on commissary sales in local and regional correctional facilities.
- 2.2. Cap provider profit margin on commissary items to not exceed 10 percent of the cost of the typical market rate for such goods and services outside of the local or regional correctional facility.

3. Finance and Other Services

- 3.1. Regulate deposit fees, including phone and media deposits to not exceed three percent of the amount received.
- 3.2. Increase options for trust account disbursements upon release to include checks, electronic funds transfer, or debit card; reduce debit release card fees.
- 3.3. Eliminate "pay-to-stay" fees to defray cost of keep, and work release fees, in local and regional correctional facilities.

COMMUNICATIONS

Recommendation #1.1: No cost voice calls for incarcerated people and their families; 120 minimum minutes of calling time; 10:1 ratio of wall phones per housing unit; increase allowable call list to no less than 20 phone numbers; eliminate commissions and/or site fees on voice communications

ANALYSIS BY WORK GROUP

What is the issue? Given data and research that overwhelmingly shows that increased contact between incarcerated people and their communities creates better outcomes and increases public safety, Virginia needs to create a system which catalyzes communication for all incarcerated people in support of public safety, regardless of financial status, in a fiscally sustainable manner.

What is the history and context? Across Virginia jails, voice communication services are provided by Global-Tel Link (GTL, now ViaPath), Securus (also doing business as Aventiv Technologies), and some smaller vendors. Based on data available to the workgroup, toll rates range from \$0.07 per minute to \$0.95 per minute depending upon which jail a person is housed in. Moreover, while these systems continue to use a per minute pricing, there are other models that have started to emerge across the country in jurisdiction that have opted to provide free communication, which include California, Connecticut, New York City, San Francisco, San Diego, Louisville, Miami, and others. Some of these agencies, like San Francisco, are paying a monthly fee per phone line. Others are paying a monthly fee per person, like Connecticut¹. Still others are moving toward tablets for calls with various compensation models.

What are the benefits of the service? Communication is critical to rehabilitation for incarcerated people. Rather than thinking of no cost calls as a service, it would more accurately be considered a rehabilitative program – likely the most cost-effective rehabilitative program, and one of the few available to all people in custody.

Staying in touch with family motivates incarcerated people to engage in prosocial behavior and rehabilitation while serving their sentence and is critical to their successful reentry into society upon release. Research has shown that increased contact with family in any format (e.g., visits, video calls, voice calls, or e-messaging) has benefits for incarcerated people, their families, and the public.² These benefits include decreases in misconduct, good order in facilities, stronger parent-child relationships, reduced recidivism, and increased public safety. These public benefits should be maximized.

¹ Connecticut is pursuing this model while they undergo their RFP process to implement free communication.

² https://www.prisonpolicy.org/blog/2021/12/21/family_contact/

What are the limitations of the current model? Cost is often the limiting factor preventing families from regular contact with their loved ones behind bars.³ Importantly, it is primarily families who are paying for these costs since incarcerated people have limited sources of income. In fact, even before the pandemic, 1 in 3 families with an incarcerated loved one went into debt trying to stay in touch, and 87% of those carrying that burden were women.⁴

Incarcerated people often come from impoverished socio-economic backgrounds⁵ — with families living on a fixed income — and are disproportionately people of color.⁶ Even the recently decreased call rates in Virginia are still prohibitive and prevent contact. Families impacted by incarceration are often faced with a choice between paying for calls with a loved one inside and paying a critical household bill or going into debt.

RECOMMENDATIONS BY WORK GROUP

Given the public safety benefits associated with regular communication between incarcerated people and their communities, we recommend that by or before September 2023 the legislature:

- Provide each incarcerated person with a minimum of 120 minutes per day of call time at no cost to the incarcerated person or the person receiving the call.
- Ensure 10:1 ratio of people in custody to phones is reflected not just in the overall population but also within in each housing unit. Jails should incorporate a requirement for this 10:1 ratio into all future vendor contracts.
- Increase the maximum number of approved phone numbers to no less than 20.
- Prohibit local and regional jails from entering into contracts that provide any sort of profit sharing, commission, site fee, or that in any way generates revenue for the local or regional jail or municipality.

Implementation

- Jails should negotiate a per line or fixed rate contract for wall phones and a fixed rate contract for tablets to ensure costs are not based on call volume so that when calls are free daily minute limitations can be increased as much as possible.
- Jails should move away from wall phones as the primary device for calling and move toward tablets as the primary device. Tablets provide increased flexibility for incarcerated people (e.g., allows calls during lockdowns, etc.) and can reduce the bottlenecks created by poor wall phone infrastructure (e.g., long lines, limited number of available phones, etc.). Additionally, tablets offer the same security features as wall phones. Moving to tablets for calling will facilitate increased access for the incarcerated population and contribute to the security and good order of these facilities.

³ https://www.prisonpolicy.org/blog/2021/12/21/family_contact/

⁴ <https://ellabakercenter.org/who-pays-the-true-cost-of-incarceration-on-families/>

⁵ <https://www.prisonpolicy.org/origin/va/2020/report.html>

⁶ <https://vadoc.virginia.gov/media/1725/vadoc-financial-annual-mis-report-2021.pdf>

Recommendation #1.2: Eliminate video calling costs for families

ANALYSIS BY WORK GROUP

What is the issue? Incarcerated individuals are often held long distances from their home communities and in areas that are difficult to reach by public transport, creating significant barriers to in-person visitation. However, families are charged exorbitant fees to connect via video calls.

What are the benefits of this service? As described in Recommendation #1.1, communication is a net positive for incarcerated people, their families, and public safety. Video calls help bridge the distance between incarcerated people and their loved ones, complementing in-person visits. Connecting face-to-face is integral to the success of incarcerated people while their inside, strengthening family bonds, promoting positive parent-child relationships, and facilitating successful reentry into the community upon release. Like voice calls, video calls contribute to the security and good order of the facilities and public safety of the Commonwealth.

Where are we today? Video calls in Virginia's local and regional jails are provided by a variety of the same telecom vendors as phone calls at various price points. However, there are no cost vendors in the space that provide the same services with similar or even superior security functionality to those that are currently being deployed in Virginia's 59 jails. Ameelio is one of those non-profit vendors that offers video calling services at cost without a profit margin.

RECOMMENDATIONS BY WORK GROUP

Given the public safety benefits associated with regular communication between incarcerated people and their communities, we recommend that the legislature:

- Provide each incarcerated person with video calls at no cost to the incarcerated person or the person receiving the call.
- Ensure that video calls cannot replace in-person visits.
- Prohibit local and regional jails from entering into contracts that provide and sort of profit sharing, commission, site fee, or that in any way generate revenue for the local or regional jail or municipality.

Implementation

- Work with jails on a 2-year step down to no cost video calls, ensuring that jails have the funding necessary to provide and administer this service in the long-term.
 - We encourage local and regional jails to consider non-profit vendors that offer video calling services at cost without a profit margin. This may be a more cost-effective option for these agencies.

Recommendation #1.3: Eliminate commissions and costs for secure messaging or emails for incarcerated people and their families

ANALYSIS BY WORK GROUP

What is the issue? Incarcerated people and families are being charged exorbitant rates to send electronic messages, including additional fees for attachments such as photos, which oftentimes cannot be received by mail any longer.

What are the benefits of this services? As described in Recommendation #1.1, increasing communication for incarcerated people is a net positive for incarcerated people, their families, corrections officers, and the public. Secure messaging bolsters communication and its rehabilitative benefits for each incarcerated person in Virginia, regardless of financial background. Like voice and video calls it also contributes to the security and good order of facilities and public safety of the Commonwealth.

Where are we today? Secure messaging in Virginia jails is provided by a variety of vendors. The current rates charged for secure messaging utilize a variety of pricing models based on per character, word, or page, used for incoming and outgoing messages. Each attachment costs an additional amount. These costs range from pennies to dollars depending upon the facility and most often a commission is paid to the jail for every message sent or received.

RECOMMENDATIONS BY WORK GROUP

Given the public safety benefits associated with regular communication between incarcerated people and their communities, we recommend that the legislature:

- Eliminate commissions on emails and secure messaging.
- Provides unlimited secure messages to each incarcerated person at no cost to them.

COMMISSARY

Recommendation #2.1: Eliminate facility commissions on commissary sales.

ANALYSIS BY WORK GROUP

What is the issue? We must ensure that the basic human needs of incarcerated people, like food, hygiene, and clothing, are met in a sustainably funded manner that does not rely on funding from a select, vulnerable population, particularly when these programs create a benefit for the entire Commonwealth.

What is commissary? Commissary in a carceral setting is essentially “a company store” within a correctional facility where those who are incarcerated can purchase items from an approved list of items that can include hygiene items, food, beverages, health items, clothing, writing materials, etc. Availability, access, and quality of commissary items vary greatly depending on the vendor contracted. Currently, jails across Virginia primarily contract out their commissary services to outside vendors like Keefe, Aramark, and Oasis. In most cases, these vendors directly operate the commissary store in addition to providing the products that are sold, and they charge a markup or commission on sales that they pay to the jail.

What drives the use of commissary? There are a variety of reasons why individuals need to access commissary, but the most critical is to supply essential items like food and hygiene products.

Jails offers three meals a day, but the meals vary in quality. Incarcerated people, formerly incarcerated people, and families impacted by incarceration report that the quality of food, hygiene, and clothing items provided by facilities are poor. This forces incarcerated people to buy additional food, basic and supplementary hygiene products, and replace clothing frequently from commissary to sustain themselves.

The incarcerated population also relies on commissary to supplement day-to-day needs including items such as writing materials. Access is limited to those who have a wage-earning job or financial support from their family or community. Incarcerated people without either are forced to turn to informal means of generating income, or to go without essential items. While jails often provide some support to people deemed to be indigent, the items provided are not sufficient, and the definition of indigent used is frequently overly restrictive.

What are the commissions and how are they used? Commissions are a markup on commissary prices that reverts to the jails. During FY21, local and regional jails collected \$25,704,606 in commission revenue from inmate commissary purchases.

While 53.1-115.2 of the code suggests that these funds should be used for programs, the regional jail commissary code reads as follows: “The net profits from the operation of such

stores shall be used within each facility respectively for educational, *or* recreational, **or other beneficial purposes as may be prescribed by the superintendent.**”

Similarly, 53.1-127.1 of the code suggests sheriffs utilize these funds for program, but also allows alternative uses: “The net profits from the operation of such store that are generated from the inmates' accounts shall be used within the facility for educational, *or* recreational, **or other purposes for the benefit of the inmates as may be prescribed by the sheriff. Any other profits may be used for the general operation of the sheriff's office.**”

Clearly, the exceptions built into the code create a conflict of interest for sheriffs and regional jails, as well as perverse incentives for vendors to create pricing structures that provide funding to the facility or sheriff and harm to the end-consumers of these goods – rather than fund programs or other services that help them.

This is borne out in the data. For example, the data available to this work group show that of the 59 local and regional jails, in FY2021, **over 40 reported \$0.00 in spending on programs.**

The data shows that this was often true prior to the COVID pandemic, as well. While programs sustain the good order of facilities, maintain family connections important to successful reentry, provide religious support, and run important rehabilitative programs that improve public safety, they are rarely offered at these facilities. When they are, because their funding is tied to commissions, they are functionally funded by those who can least afford it.

People incarcerated in jails constitute a captive market. Market forces are not at play, and sheriffs and jail superintendents have the responsibility to control pricing and profits. But current incentive structures de-incentivize them from seeking the best cost and service for the end users, instead incentivizing them to seek the contract most financially beneficial to their agencies without regard to the end-consumer.

Incarcerated people and their families, most of whom cannot afford to pay these commissions, are subsidizing the public safety budget through what constitute regressive taxes on end-consumers. These commissions come on top of already-inflated commissary pricing that results from a captive market and a total lack of competition. Inflated pricing compounds the problem, since commissions are a percentage of the price.

RECOMMENDATIONS BY WORK GROUP

We recommend that the legislature:

- Prohibit commissions on commissary sales entirely.

Implementation

- We recommend a two-year step-down to eliminate commissary commissions to allow for gradual budget allocations and ensure no disruption in programming.
 - In year one, by July 1, 2023, reduce commissions from current levels by 50%.
 - In year two, by July 1, 2024, eliminate all commissions.

Recommendation #2.2: Cap provider profit margin on commissary items to not exceed 10 percent of the cost of the typical market rate for such goods outside of the local or regional correctional facility.

ANALYSIS BY WORK GROUP

What is the history and context? Current commissary vendors like Keefe, Aramark, and Oasis provide low-quality items at non-competitive costs. Many of their products are produced in-house but compared to name brands at retail grocery stores for pricing comparison purposes. Markups on food and clothing items are not transparent to the public or the consumer.

A lack of competition coupled with a captive market that has no purchasing power allows the vendor to provide lower quality items for higher costs. Fostering a freer market model in commissary that provides more options by reexamining exclusivity clauses in contracting could be beneficial to driving down costs and increasing quality.

Where are we now? Commissary vendors are selected by facility heads through a RFP process, and once contracted, usually become the sole provider of commissary goods for the facility. Jails are responsible for negotiating prices for commissary items. And while they claim to seek the lowest possible prices, they have a conflict of interest because they receive commission revenue as a percentage of these prices. Thus, negotiating lower rates would also mean they receive less in commissions, which would be counter to their financial interests.

As one example, a single packet of ramen can cost as much as \$1.00 in Virginia jails – a cost roughly three times higher than in state prisons or through online retailers.

RECOMMENDATIONS BY WORK GROUP

Due to the lack of free market forces in carceral environments, there is an unavoidable risk of inflated prices for goods and services within them. To ensure fair pricing in commissaries in jail facilities, we recommend that the legislature:

- Mandate that prices for items sold in commissary not be more than 10% higher than the cost of comparable items at e-tailers (e.g., Amazon, Walmart, etc.) .
- Mandate that jails offer regular-sized products, in addition to single-servings where possible, as single-servings invariably increase prices.
- Mandate that vendors make their prices in jails, their prices in all other correctional systems they serve, and their wholesale costs publicly available.
- Survey the entire incarcerated population regularly regarding commissary pricing, quality, value, additions, and other issues.

FINANCE AND OTHER SERVICES

Recommendation #3.1: Reduce deposit fees, including phone and media deposits

ANALYSIS BY WORK GROUP

What is the history and context? As people in prison are increasingly expected to pay for everyday costs (food, hygiene items, communication, correspondence, etc.), the mechanics of how people send money to incarcerated people assumes heightened importance.

For decades, families deposited in-person or mailed certified funds, like a money order, directly to facilities, and within a day or two, the money would be deposited in the recipient's trust account. In those days, the most common complaint from family members and incarcerated recipients was about delays in processing money orders. A whole industry arose to provide faster – but vastly more expensive – electronic money transfers to incarcerated people.

This “correctional banking” or “lockbox service” industry provides new specialized services like debit release cards, but at its core the industry's profit comes from the simple, but highly lucrative business of facilitating transfers from friends and family members to incarcerated recipients. The industry highlights the speed of electronic transfers, while glossing over the high fees that typically accompany these services.

We live in an age of financial technology (known as “fintech”), where people are accustomed to digitally sending or receiving money from friends and family at little or no cost. A service like Venmo allows no-fee personal transfers from bank accounts or debit cards and payments from a credit card are subject to a 3% fee. Other companies providing similar services charge similar fees.

In Virginia jails, rates range from just over 3% to nearly 35% for online transfers. Both media and phone debit deposits are accompanied by similarly onerous fees for online deposits and again increased fees for operator assisted deposits.

Where are we now? In some facilities, the fees for a \$300 online deposit are \$9.95 while a \$25 online deposit will cost \$5.95. Effectively, the people who can afford to send the least get charged the most.

Fees for deposits via telephone, which are more likely to appeal to low-income people without internet access, are higher than for online payments. There is no reasonable explanation – no significantly unique security requirements – as to why prison money transfers are so much more expensive than regular “free world” services like Venmo.

Some agencies still allow people to mail a money order at no fee beyond the money order and a stamp (adding up to roughly \$2) to a lockbox provider. The issue, of course, is speed. The

vendor earns their profits from fees charged for payments made online or over the phone. They often do not promptly process money orders for which they receive no fee revenue. In fact, according to many vendor's terms of service, they reserve the right to deliberately delay processing money-orders. However, reports from people incarcerated in Virginia jails indicate that the turnaround time is often far longer. Further, it is not uncommon for vendors to return the money order to the sender because the form submitted was printed in the wrong color or sometimes with seemingly no explanation at all, effectively forcing the sender into utilizing the online or phone deposit system or resending and waiting weeks again with hopes that the deposit is accepted this time around.

Deposits on pre-paid phone accounts are managed by the telecom vendors. Deposits are often limited to \$50 and costs a flat fee of \$3 or more.

RECOMMENDATIONS BY WORK GROUP

We recommend that the legislature:

- Direct the jail to partner with other local agencies that process a variety of payments (e.g., court clerks, etc.) in order to provide a low-cost, in-house solution to money deposits. Payment processing is not complicated, and many state and local agencies have figured it out. The jails should either partner with another agency, in order to leverage past IT investments and existing technology or explore in-housing their own payment processing system similar to other local agencies to process these deposits at no cost. This is the optimal solution.
 - Alternatively, apply recommendation 2 to all online and phone deposit services.
- Limit processing fees to 3% for pre-paid phone account deposits, and for all online and phone, credit and debit card deposits not covered by the in-house solution in recommendation 1.
 - Many vendors already allow for large deposits at roughly this rate, confirming that vendors can still make a profit at this rate. There is no reason to charge predatory rates to those who can't afford to make large deposits. Codifying this cap will provide jails leverage in the procurement process.
- Require that jails once again permit the submission of certified funds (i.e., money order, certified check, cashier's check) through U.S. mail for processing and in person direct deposit by the Inmate Accounts staff at each facility as it did for decades. It is reasonable to believe this will be low volume and a minimal administrative burden, especially with the online and phone deposit cap of 3%.

Recommendation #3.2: Increase options for trust account disbursements upon release; reduce debit release card fees

ANALYSIS BY WORK GROUP

What is the history and context? Every year, thousands of people are released from local custody in Virginia. Many people have funds on their trust accounts when they are released that need to be returned to them upon release. The jails control how these disbursements are made, and they're often cumbersome and expensive for those released from custody.

For generations, people being released from custody were provided a check or other paper instrument, without cost, that allowed them to receive their funds by cashing a check or depositing the instrument into a bank account. This has only recently been replaced with the debit release card system.

Where are we now? When a person leaves a facility, they receive their funds — any wages they entered with, earned while behind bars or support from family members – on fee-based, prepaid debit release cards. These debit release cards are issued by a variety of providers. There are six ways to get money off of a debit release card, but they are expensive, difficult, or both:

1. *Opt out:* Cardholders can get their money off of a release card by exercising their right to “opt out” and get a refund. While this may sound easy, debit release card vendors make it difficult (or nearly impossible) for recently released people to exercise their opt-out rights and they only have 30 days to do so.
2. *Close the account after the opt-out period has expired:* After the grace period has expired, a cardholder can request that the account be closed and receive a refund via mailed check. Someone with a \$50 balance can use this option, but effectively has to pay a fee of 20% for a very simple transaction.
3. *Transfer the money to a bank account:* Cardholders can transfer their balance to a bank account. Two of the three major debit release card vendors, Numi and Access Corrections, allow cardholders to transfer their funds to a bank account without a fee. However, they do not provide much detail about how to do this, beyond referring consumers to the program manager’s website. While this may be useful for cardholders with bank accounts, most people being released from long terms of incarceration don’t have bank accounts, effectively eliminating this option for them.
4. *Use the card to make purchases:* Cardholders can use their balances to make in-store or online purchases. This only works if the business in question accepts Mastercard. While many retailers do, many people and institutions that a consumer may need to pay, like a landlord, do not. But even if a cardholder wants to use the card at a Mastercard-accepting business, simply using the debit release card for purchases can subject them to a whole new series of fees. Some cards charge users for each purchase. For example, seven cards levy such fees, averaging \$0.71 per transaction. There are monthly fees of \$3.95 per month as well as an inactivity fee of \$3.95, ATM approval or decline fees of \$2.95, \$1.50 for balance inquiries as well as enhanced fees for international usage. Note that vendors are already compensated for the cost of

processing transactions through interchange fees paid by merchants. Finally, some debit release cards have monthly or even weekly maintenance fees, so the longer it takes the consumer to spend down their balance, the more they will pay in maintenance fees.

5. *Get cash at an ATM:* Getting cash from an ATM also presents its own challenges and fees. Very few debit release card vendors have their own network of ATMs where consumers can withdraw their money for free, or a relatively low fee. If a cardholder uses an ATM outside of this network, they're likely to be hit with fees by both the card issuer and the bank that operates the ATM.
6. *Withdraw cash at a bank:* Over-the-counter withdrawals appear to often be fee-free but figuring out how to use this option can be nearly impossible. For example, the cardholder agreement for VADOC debit release cards states that cardholders must perform over-the-counter withdrawals at a "MasterCard principal financial institution," but neither their debit release card vendor nor Mastercard itself provides information on how to determine which bank branches fall within this category.

RECOMMENDATIONS BY WORK GROUP

We recommend that the legislature:

- Offer people being released from custody the option to receive a check or money order, for a fee not to exceed \$2.00, or a debit release card, making sure to simultaneously provide the card's fee schedule. As detailed above, for decades, jails provided a check or money order to people being released from custody with the balance of their trust accounts. Currently, most jails allow people in custody to send money home to a family member or loved one by purchasing a money order from the facility.
- Limit the cumulative monthly account fees for debit release cards to 3% of the average card balance, not to exceed \$15 in any month.
- Prohibit jails from collecting commissions or revenue sharing with the vendor for debit release card services.

Recommendation #3.3: Repeal “pay-to-stay” fees and associated collections action, and work release fees

ANALYSIS BY WORK GROUP

What is the history and context? In 2003, the General Assembly empowered sheriffs and regional jail superintendents to charge a fee to incarcerated people up to \$1 per day to “defray the costs of their incarceration.” In 2009, the cap of \$1 per day was increased to \$3 per day. Unable to pay, these individuals are subject to collections action by the sheriff or jail superintendent contracting with a collection agent or with the local treasurer.

Being subject to collections action constitutes an additional – and significant – barrier for people returning to the community from incarceration. Their needs include things like employment opportunities, professional licensure requirements, and access to social programs and assistance. One of the most critical needs, however, is housing. People who are unhoused are more likely to come into contact with law enforcement, which exponentially increases the likelihood of rearrest. People already face barriers to housing due to criminal records, and if they do not, having open accounts in collections can further prevent access to housing and creates a negative feedback loop that leads to reincarceration.

Where are we now: Of the 28 jails that responded to the survey, 18 charge a daily pay-to-stay fee, collecting \$2,367,159 in revenue together. This is not accounting for those who were assessed the pay-to-stay fees and did not have the funds to pay for it.

RECOMMENDATIONS BY WORK GROUP

We recommend that the legislature:

- Prohibit “pay-to-stay” fees by fully repealing sections 53.1-127.3, 53.1-127.5, and 53.1-131-84 of the Code of Virginia;
- Prohibit work release, electronic monitoring, and “weekender” fees

CONCLUSION

The work group appreciates the input of all members and the time they put into discussion and outcomes.

While we did not achieve full consensus on the recommendations contained in this report, we largely had agreement that existing cost and fee models are counterproductive to the end goal of public safety.

The workgroup also agreed that Virginia's local and regional jails should be properly funded by the Commonwealth, and that programs and services are an essential part of their operations.

Two members of the work group disagreed and one abstained. Their dissenting arguments are contained in the appendices.

APPENDIX

Redacted Contracts

REDACTED CONTRACT #1: Virginia Peninsula Regional Jail's REDACTED Master Services Agreement, p. 29-38

REDACTED CONTRACT #2: Culpeper County Jail's REDACTED Inmate Telephone Service Agreement, p. 39-50

REDACTED CONTRACT #3: New River Valley Regional Jail's REDACTED Agreement, Inmate Telephone Services Agreement, p. 51-69

Letters of Dissent

DISSENT #1: Superintendent Ted Hull, Northern Neck Regional Jail, VARJ, p. 70-74

DISSENT #2: Sheriff Joseph Baron, Norfolk, p. 75-79

DISSENT #3: Pelicia Hall, VIApath Technologies, p. 80-81

DISSENT #4: Mike Evancho, Oasis Commissary, p. 82-85

Letters of Support

SUPPORT #1: Bianca Tylek, Worth Rises, p. 86-88

SUPPORT #2: Paulettra James, Juanita Belton, Santia Nance, Sistas in Prison Reform, p. 89-90

SUPPORT #3: Chuck Meire, Social Action Linking Together, p.91-92

SUPPORT #4: Andy Elders, Justice Forward Virginia, p. 93-94

SUPPORT #5: Shawn Weneta, ACLU of Virginia, p. 95-97

GLOBAL TEL*LINK CORPORATION

Telephone [REDACTED]

Web: <http://www.gtl.net>

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between **Global Tel*Link Corporation** ("Company") on behalf of itself and its Affiliates (as defined in the attached Terms and Conditions), and the Virginia Peninsula Regional Jail, with an address of 9320 Merrimac Trail, Williamsburg, VA 23185 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

1. **Services.** This Agreement applies to the installation, management, operation, and maintenance of the equipment furnished and services at Premises Provider locations ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
 - Enhanced Services - IP-Enabled Tablets
2. **Service Schedules.** Service Schedules shall apply to Services located at Premises Provider Facilities, whether existing, newly installed or renovated.
3. **Term.** This Agreement shall be in effect for one (1) year, commencing from the Effective Date ("Term"). Thereafter, the Agreement may be renewed yearly up to four (4) annual renewals, if mutually agreed in writing by the Parties.
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto or subsequently signed by the Parties that reference this Agreement, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services and are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. Any Affiliate may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this Agreement and the Terms and Conditions; provided, however, that Company shall be responsible for its Affiliates' performance pursuant to its applicable Service Schedule. The Affiliate listed in a specific Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule, and is not responsible for performance of any other Affiliate's obligations under the Agreement or any other Service Schedule.
6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

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

Company

Global Tel*Link Corporation
on behalf of itself and its affiliates



Title: President

Date: 6/25/18

Premises Provider

Virginia Peninsula Regional Jail

A handwritten signature in black ink, appearing to read 'Tony Pham', written over a horizontal line.

Signature

Name: Tony Pham

Title: Superintendent

Date: 6/25/18

Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

Phone: 757-820-3900
ATTN: Tony Pham

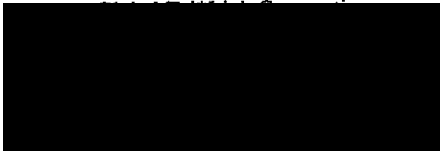
1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing, and shall be delivered personally or by a recognized commercial overnight mail carrier to the respective Parties to the addresses below. Notices, including notice of change of contact information, shall be effective upon delivery.

To Company:



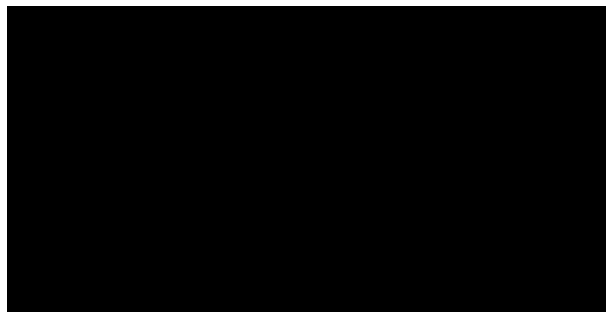
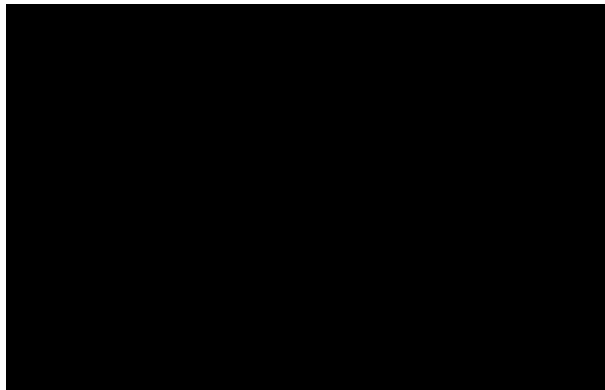
To Premises Provider:
Virginia Peninsula Regional Jail
9320 Merrimac Trail
Williamsburg, VA 23185

4. **Further Assurances.** Premises Provider represents and warrants that it has the legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility. During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Service failure or hazardous conditions to the Company. Premises Provider shall not, and shall not, allow any third party to tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. The Premises Provider shall permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.



5. Confidentiality. From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, or in connection with a merger or the sale of substantially all assets of a Party, provided, however, that the parties shall cause all Agents and third parties to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

6. (a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE VVS, EVEN IF COMPANY 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.

(b) Monitoring and Recording. Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities by Premises Provider, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company 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.

7. Risk of Loss. The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

8. Default. In the event any Party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

9. Governing Law. To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

10. Assignment. This Agreement 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 Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or

delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

11. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

12. Solicitation. The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

13. Force Majeure. Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

14. Survival. Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive

the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

15. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

16. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

18. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

19. Taxes and Fees. Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

20. Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

21. Interpretation. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

22. Authority. Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

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

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. [REDACTED]

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

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

3. **Deployment Locations.** Enhanced Services will be deployed at the Customer Location (individually “Location” and collectively “Locations”). [REDACTED]

4. **Company Provided Equipment, Services and Cabling.** [REDACTED]

[REDACTED] Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** [REDACTED]

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

6. **Tablets.** [REDACTED]

a. Enhanced Services.

i.

ii.

iii.

b. Company Obligations.

c. Premises Provider Obligations.

7. Enhanced Services and Accessories Rates.

- a.
- b.
- c.
- d.

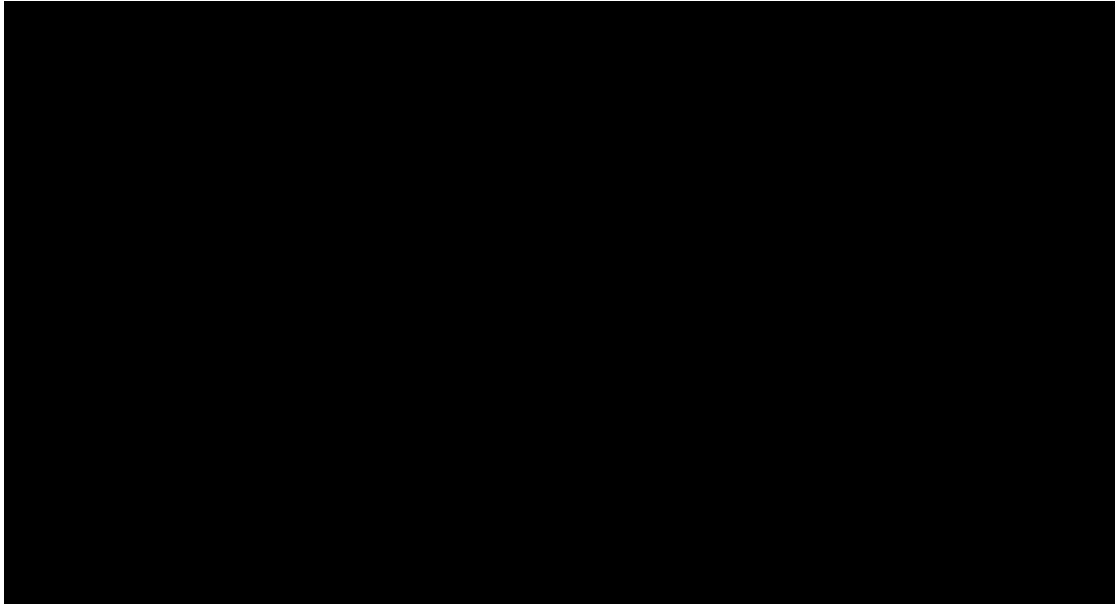
8. Tablet Commissions.

9. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal

advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.

b. **Exclusivity and Right of First Refusal.**



c. **Limitation of Liability**

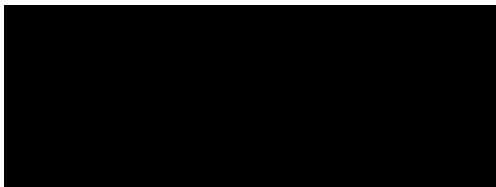
COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL

PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

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

GLOBAL TEL*LINK CORPORATION

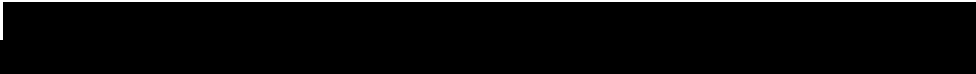


INMATE TELEPHONE SERVICE AGREEMENT

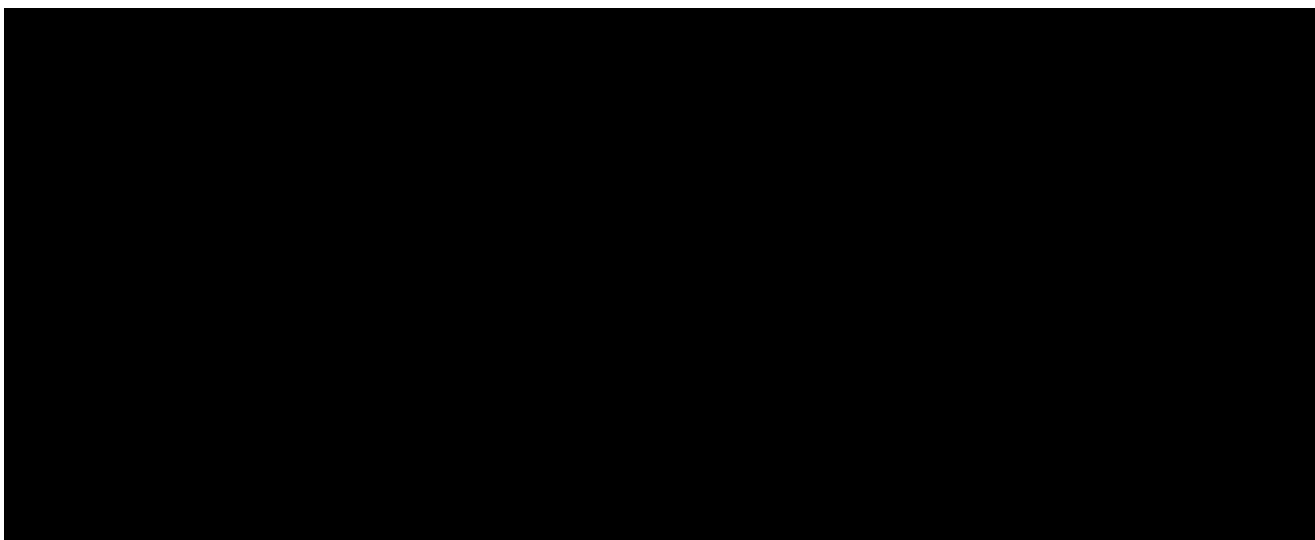
This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Culpeper County, with an address at 131 West Cameron St., Culpeper, VA 22701 ("Premise Provider"). The full execution of this Agreement, signified by the date affixed by the second signatory hereto, shall cause the termination of that certain Inmate Calling Program Renewal ("Renewal"), dated May 2005, by and between TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, as assignor of the Renewal to Company, and Premise Provider.

1. Term. This Agreement shall be in effect for three (3) years, commencing from the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

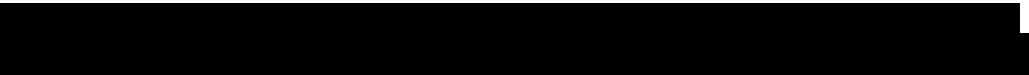
2. Equipment.

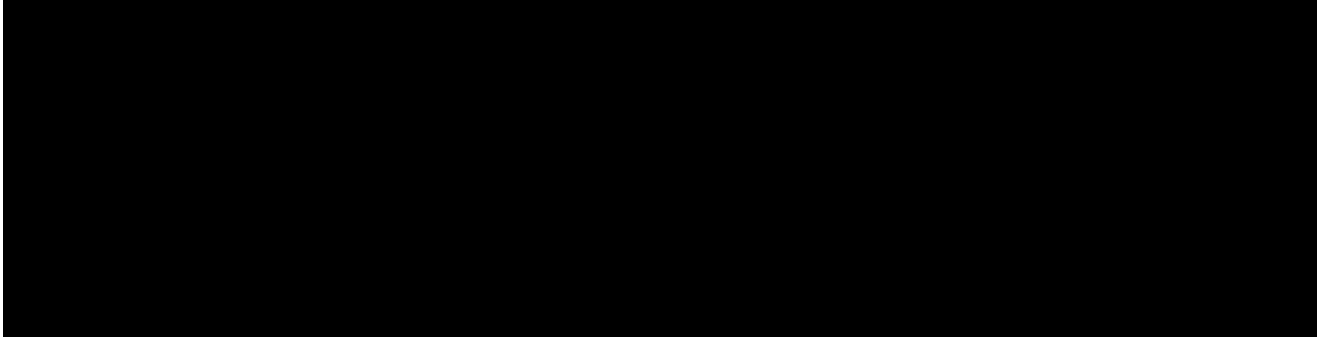


Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: Culpeper County Jail 131 West Cameron St., Culpeper, VA 22701 (Facility) and all other facilities under the control of Premise Provider.

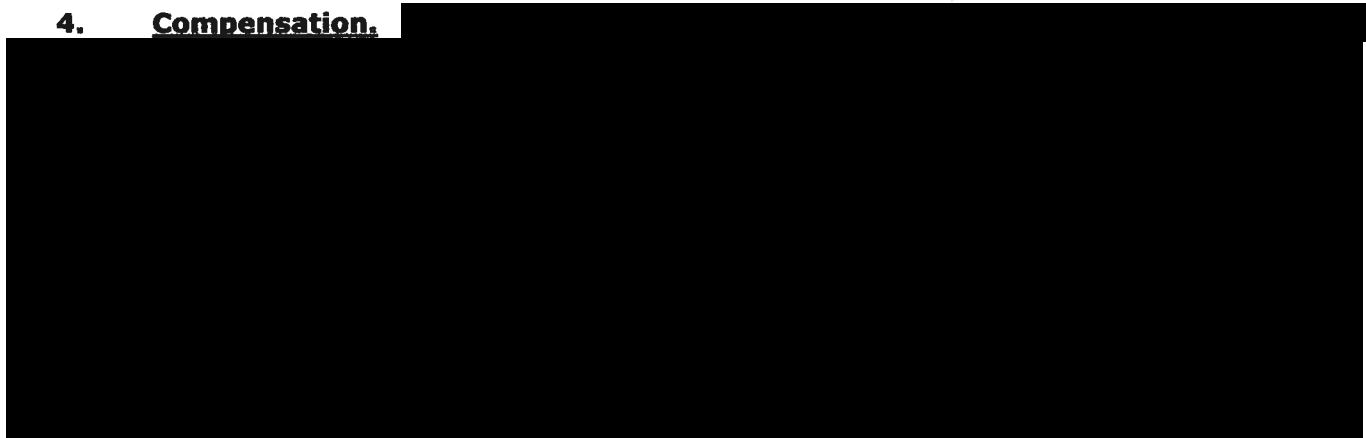


3. Services.



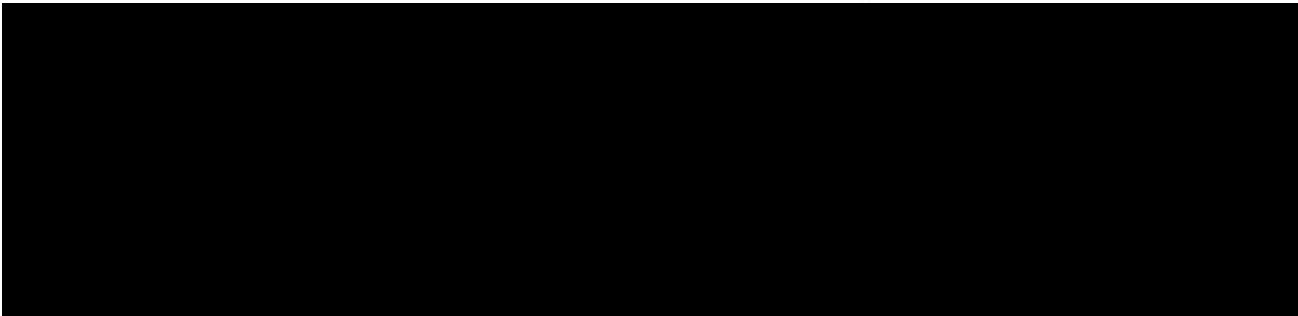


4. Compensation.



5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.



7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s),

(e)

- (f) stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

- (g) acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

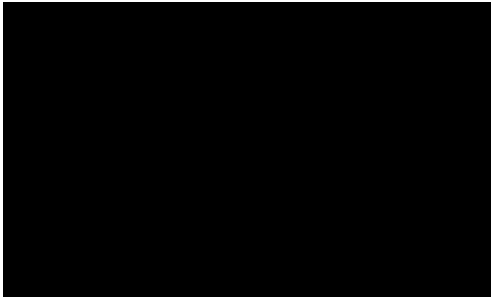
8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:

Global Tel*Link Corporation



To Premise Provider:

Culpeper County

131 West Cameron St.,

Culpeper, VA 22701

Phone: (540) 727-7525

Fax:

ATTN: _____

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Alabama.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest

herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against

whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

21. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

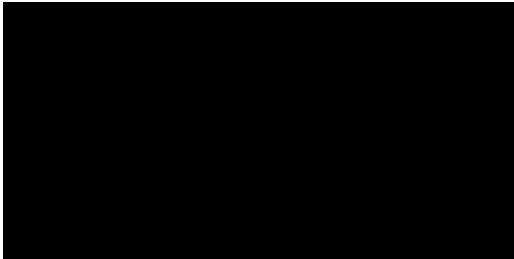
22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 30 day of May, 2008.

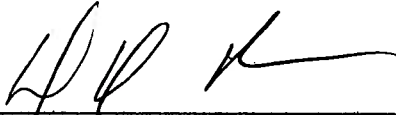
Company

Global Tel*Link Corporation



Premise Provider

Culpeper County

A handwritten signature in black ink, appearing to be 'D D Brooks', written over a horizontal line.

Signature

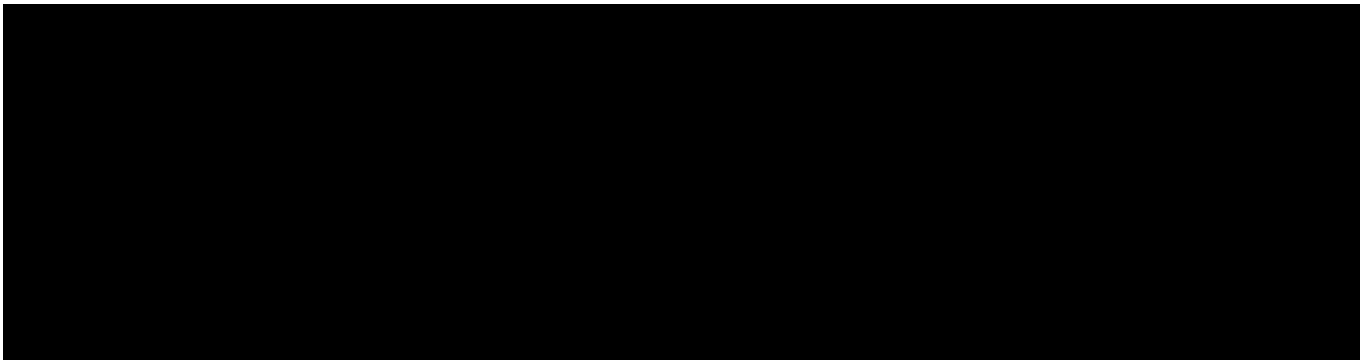
Name: D D Brooks
Title: Lt.

Exhibit A

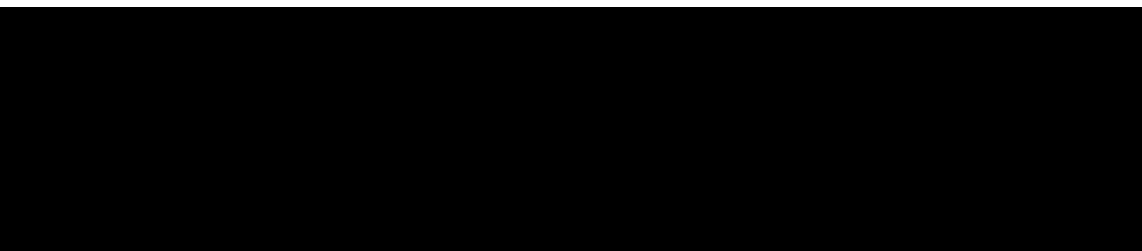
Facility Name and Address:

Culpeper County Jail
131 West Cameron St.
Culpeper, VA 22701

Actual on-site equipment:



List of On Site Equipment



ORIGINAL



LETTER OF AGENCY

DATE: _____

TO WHOM IT MAY CONCERN:

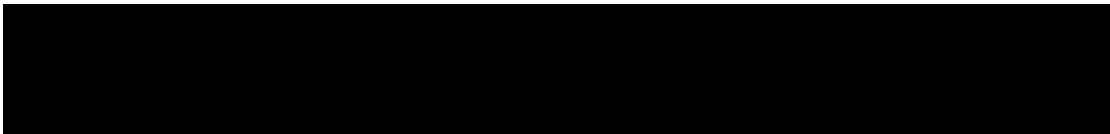
WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK, CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

_____ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Culpeper County Jail
131 West Cameron St.
Culpeper, VA 22701

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK, CORP.** TO DO THE FOLLOWING:



THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

D. D. Brooke
AUTHORIZED SIGNATURE

D. D. Brooke
PRINTED NAME

CT
TITLE

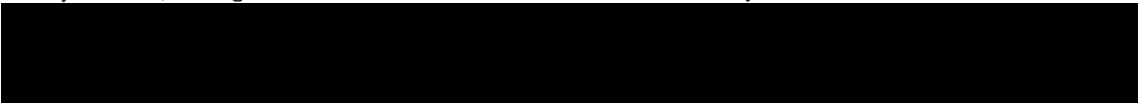
540 727 - 3444 Ext 274
BUSINESS TELEPHONE

**AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of July 31, 2014 (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and Culpeper County, with an address at 131 West Cameron Street, Culpeper, VA 22701 ("Premise Provider").


WHEREAS, Company and County previously entered into that certain Inmate Telephone Services Agreement dated as of May 30, 2008 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

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

1. The Parties agree to extend the Agreement for an additional five (5) year term, June 1, 2015. After the five year term, the Agreement shall auto-renewal for consecutive one year terms.
2. 
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

CULPEPER COUNTY

By: 
Name: JAMES G. MAEHL
Title: Chief Deputy
Date: 7/31/14

GLOBAL TEL*LINK CORPORATION


Date: 8/5/14



20 October 2021

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

**Culpeper County
131 West Cameron St.
Culpeper, VA 22701**

Re: Change to International Inmate Telephone Service Rates

Dear Sir or Madam:

Global Tel*Link Corporation (“GTL” or “Company”) and the **Culpeper County** (the “Premises Provider”) are parties to a certain **Inmate Telephone Service Agreement, dated May 30, 2008** as amended from time to time (the “Agreement”).

Effective October 26, 2021, GTL must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission (“FCC”) Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”).

The only changes required by the FCC Order that affect the Agreement are those related to international inmate telephone service rates. The law requires the Company to implement the new international inmate telephone service rate caps or face steep penalties imposed by the FCC for failure to comply with the law. Consequently, based on the change in law, the Company will implement the following changes effective October 26, 2021:

1. In compliance with the FCC Order and FCC Rule Section 64.6030, effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international inmate telephone service (“ITS”) will be:

All collect calling format: \$0.21 per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The International rate of **\$0.21 per minute** plus the applicable call termination rate for the international destination of the call as published on the Company’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/>.

No per call, per connection, or flat-rate calling charges shall apply to international ITS per minute of use calls.

The international ITS rates set forth above are exclusive of taxes and other amounts collected by the Company 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 Company in connection with such programs.

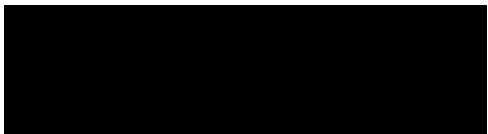
We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize an amendment to the Agreement to the extent necessary. Thank you for your cooperation on this matter.

Sincerely,

A handwritten signature in black ink that reads "Janna Peters". The signature is written in a cursive, flowing style.

Janna Peters
Director of Contracts & Procurement
Global Tel*Link Corporation

GLOBAL TEL*LINK CORPORATION



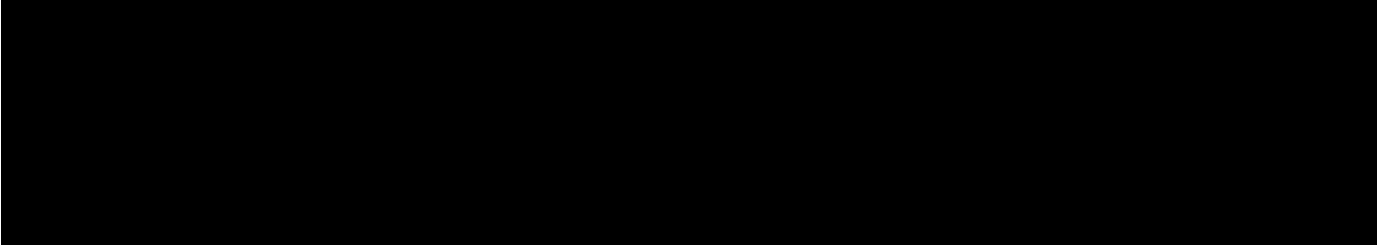
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

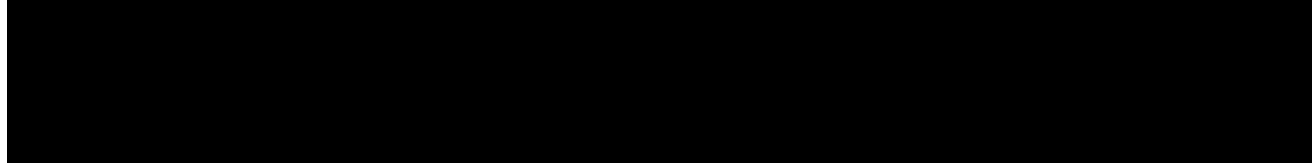
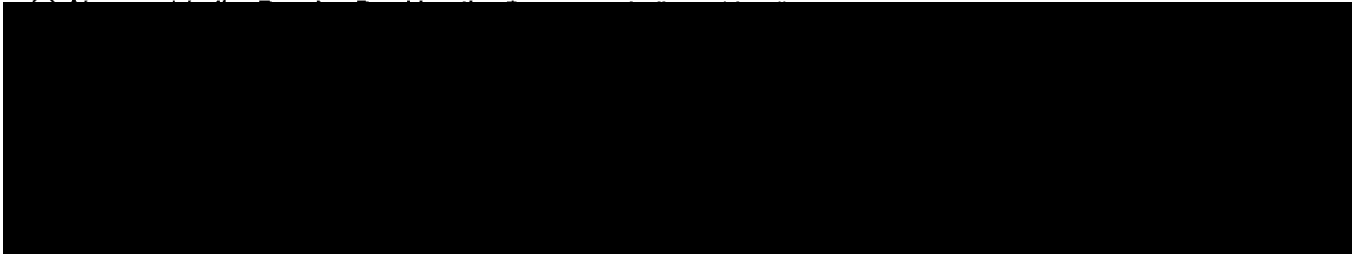
This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and New River Valley Regional Jail Authority, with an address at 108 Baker Road, Dublin, VA 24084 ("Premise Provider").

1. **Term.** This Agreement shall be in effect for three (3) years, commencing on July 18, 2016. Upon written consent of the parties, this Agreement may be renewed for two (2) one (1) year renewal periods.

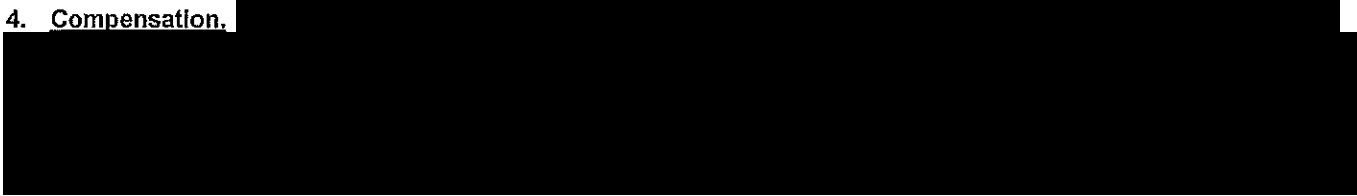
2. **Equipment.** This Agreement applies to the [redacted] as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 108 Baker Road, Dublin, VA 24084 (Facility) and all other facilities under the control of Premise Provider.



3. **Services.**



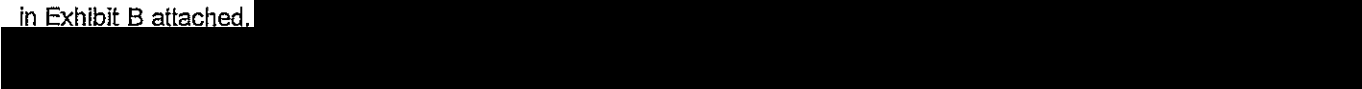
4. **Compensation.**





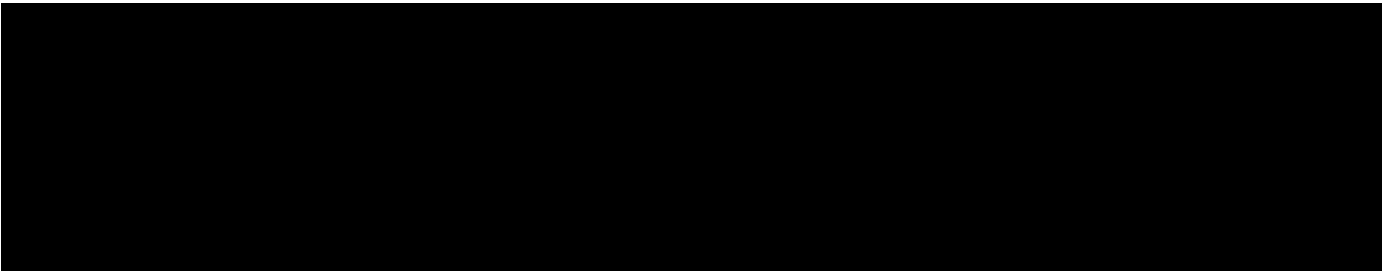
New River Valley Regional Jail
108 Baker Road
Dublin, VA 24084

5. **Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC) and shall be as stated in Exhibit B attached.

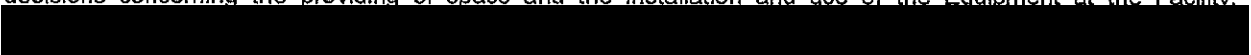


6. **Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall, subject to the terms of the Virginia Freedom of Information Act, 2.2-3700, et seq. Code of Virginia, 1950, as amended ("FIOA") keep confidential any trade secrets or proprietary confidential information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).



7. **Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
 - (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
 - (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
 - (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility.
- 

[REDACTED]

(e) [REDACTED]

(f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to be responsible for for all claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. **Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

9. **Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:
Global Tel*Link Corporation
[REDACTED]

To Premise Provider:
New River Valley Regional Jail
108 Baker Road

Dublin, VA 24084
Phone:
Fax:
ATTN: Current Superintendent

11. **Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Virginia.

12. **Indemnification & Consequential Damages.**
The Company shall indemnify the Premise Provider from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence, or fault, of the Indemnifying party, except to the extent such loss, cost, damage expense or liability arises from the acts, omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for the interruption of the telephone service for any cause. Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or [REDACTED] whichever is lesser.

13. **Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. **Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of sixty (60) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. **Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. **Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. **Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement. Company represents that its proposal to Premise Provider and its conduct in negotiation of this Agreement complies in all respects with all applicable requirements of state and federal law governing ethics in public contracting, including without limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Public Procurement Act, and the Virginia Governmental Frauds Act.

18. **Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to renegotiation by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. **Dispute Resolution.** Except for commission payments subject to objection pursuant to Paragraph 4, any and all disputes or claims arising hereunder shall be governed by the contractual claims procedure included in Premise Provider's Request for Proposal, Paragraph 11, Attachment D, which is hereby incorporated herein by reference.

20. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

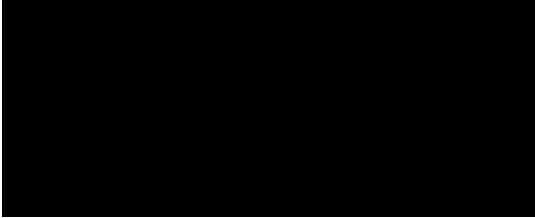
22. **Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

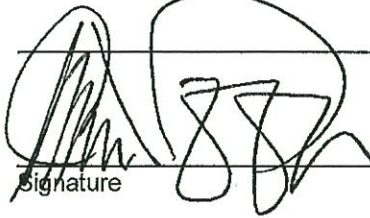
IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 24th day of June, 2016.

Company

Global Tel*Link Corporation



Premise Provider

 A handwritten signature in black ink, appearing to be 'C. Poff', written over a horizontal line. To the right of the signature, the date '6/21/16' is handwritten.

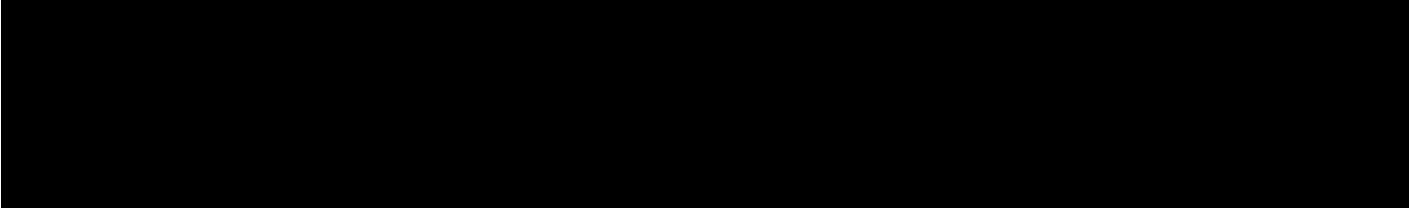
Name: Charles Poff
Title: Interim Superintendent

Exhibit A

Facility Name and Address:

New River Valley Regional Jail
108 Baker Road
Dublin, VA 24084

Actual on-site equipment:



List of On Site Equipment

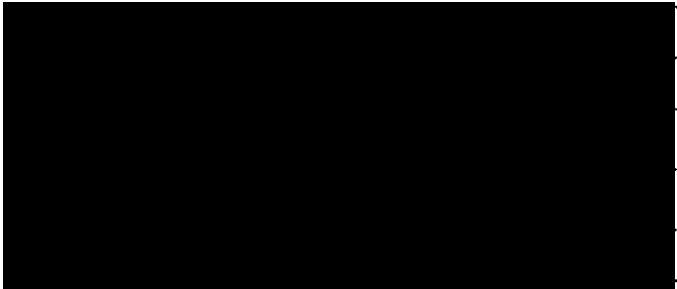


Exhibit B

Inmate Telephone Services.

Interstate ITS calls made using a collect format: \$0.21 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.23 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company 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 Company 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 Company in connection with such programs.

Transaction Fees. Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Single-Call and Related Billing Arrangements.

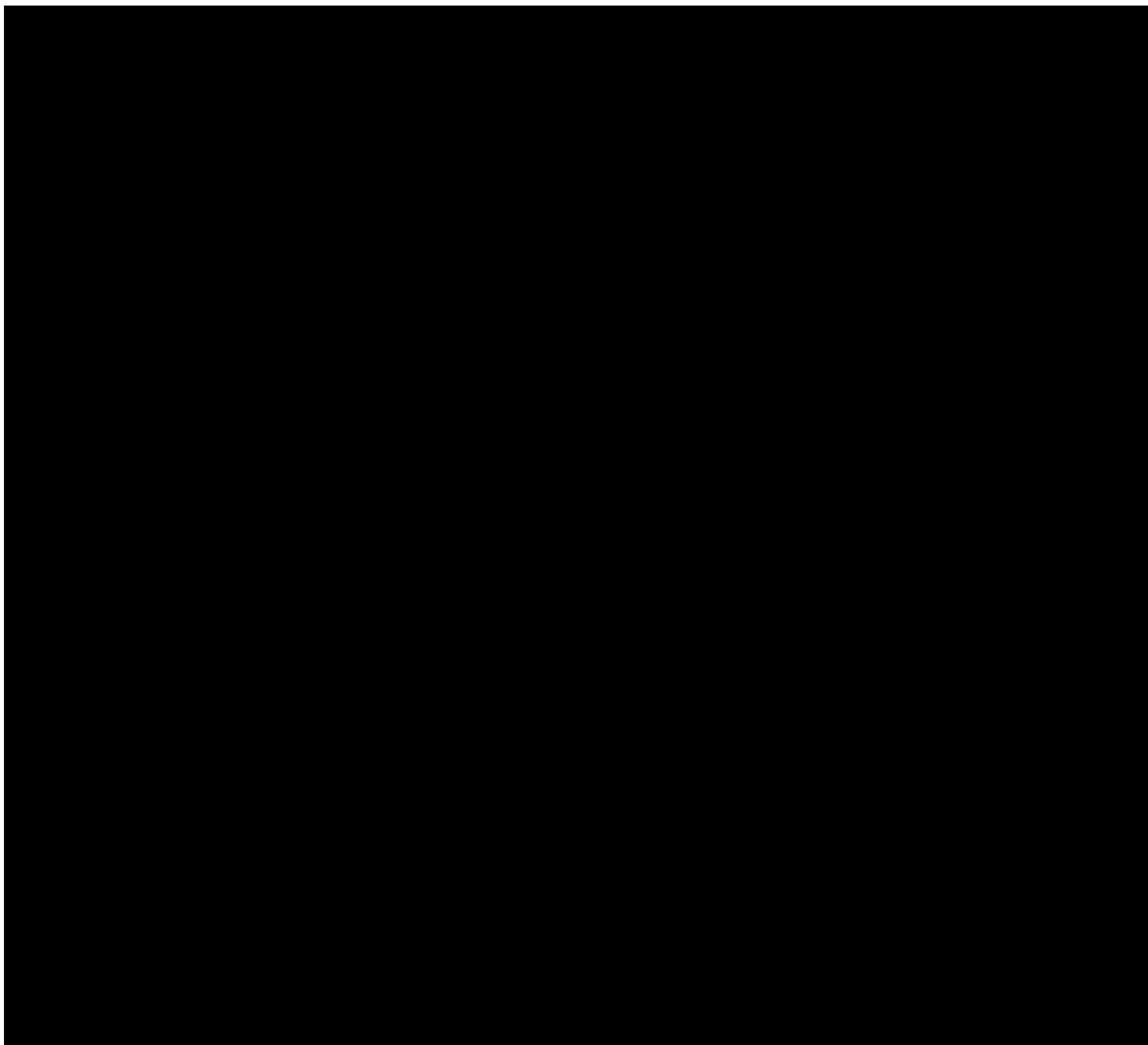


Exhibit C



END-USER LICENSE AGREEMENT

In consideration of the mutual obligations assumed under this Agreement, _____ ("End-User") located at _____ and Dynamic Imaging Systems, Inc., (DISI) a New Jersey corporation, having an office at Atrium 1, 1000 Atrium Way, Suite 203, Mt. Laurel, N.J. 08054, ("DISI") agree to the terms and conditions set forth below.



Schedule A

1. DISI Software

Exhibit D

Service Schedule
Enhanced Services – Video Visitation Service

1. **Applicability.** This Service Schedule applies only to video visitation services. [REDACTED]

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

[REDACTED]

3. **Deployment Locations.** [REDACTED]

[REDACTED]

4. **Company Provided Equipment, Services and Cabling.** [REDACTED]

[REDACTED] Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of Premises Provider upon the expiration of the Agreement.

5. **Support and Maintenance.** [REDACTED]

[REDACTED] Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation,

operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. Video Visitation Services.

[REDACTED]

7. VVS Software.

[REDACTED]

8. VVS Hardware.

[REDACTED]

9. VVS Rates.

[REDACTED]

10. VVS Commissions.

[REDACTED]

11. Additional Terms

- a. Monitoring and Recording. Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or

control video communication recordation or monitoring by Premises Provider or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or Company at the direction of Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, Company 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. [REDACTED]

12. **Additional Limitation of Liability.**

Company warrants that the software shall be free from material defects and shall perform substantially in compliance with the specifications. Company will repair or replace the software so that it substantially performs in accordance with the specifications, at no additional cost, as soon as reasonably possible after receiving notification from the Licensor of any breach of this warranty.

COMPANY AND ITS SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE VIDEO VISITATION UNITS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY VIDEO VISITATION UNIT SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

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

COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE VVS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE VVS, EVEN IF COMPANY 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.

[Redacted] 00

Web <http://www.globaltellink.com>

LETTER OF AGENCY

DATE: 6-21-16

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH GLOBAL TEL*LINK CORP., PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

[Redacted] (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE GLOBAL TEL*LINK CORP. TO DO THE FOLLOWING:

[Redacted]

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY

[Handwritten Signature]
AUTHORIZED SIGNATURE

Charles Poff
PRINTED NAME

Interim Superintendent
TITLE

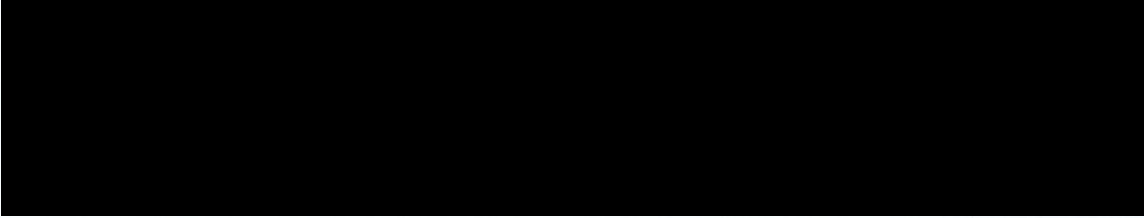
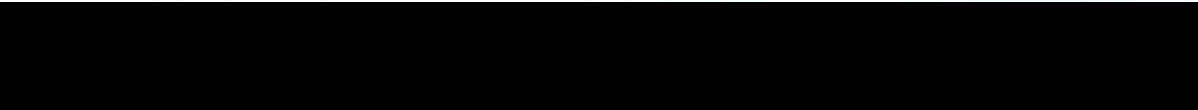
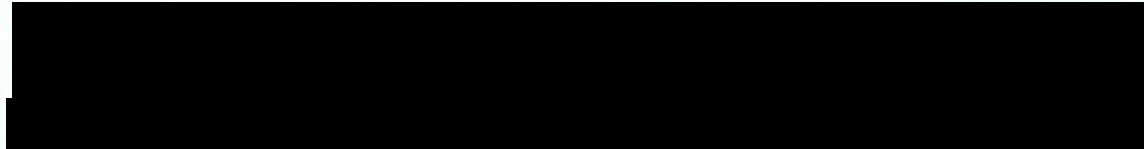
540 643 2001
BUSINESS TELEPHONE

**AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT**

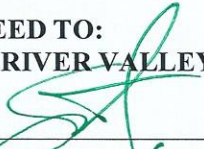
This Amendment ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Services, dated June 24, 2016 ("Agreement"), by and between Global Tel*Link Corporation, with an address of 3120 Fairview Park, Suite 300, Falls Church, VA 22042 ("Company"), and the New River Valley Regional Jail, with an address of 108 Baker Road, Dublin, VA 24084 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and County previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

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

1. The Parties agree to extend the term of the Agreement for one (1) additional year, from June 24, 2020 through June 24, 2021.
2. 
3. 
4. 
5. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
6. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:
NEW RIVER VALLEY REGIONAL JAIL

By: 
Name: Gregory Winsten
Title: Superintendent
Date: 06-29-2020

GLOBAL TEL*LINK CORPORATION


Date: 7/6/2020

EXHIBIT A
Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets

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

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

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

[REDACTED]

3. Deployment Locations. [REDACTED]

[REDACTED]

Location	Location Description
[REDACTED]	

4. Company Provided Equipment, Services and Cabling. [REDACTED]

[REDACTED] Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. Support and Maintenance. [REDACTED]

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

6. Tablets. [REDACTED]

[REDACTED]

[Redacted]

a. Enhanced Services.

i.

[Redacted]

ii.

iii.

b. Company Obligations.

[Redacted]

c. Premises Provider Obligations.

[Redacted]

7. Enhanced Services and Accessories Rates.

[Redacted]

a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

b.

c.

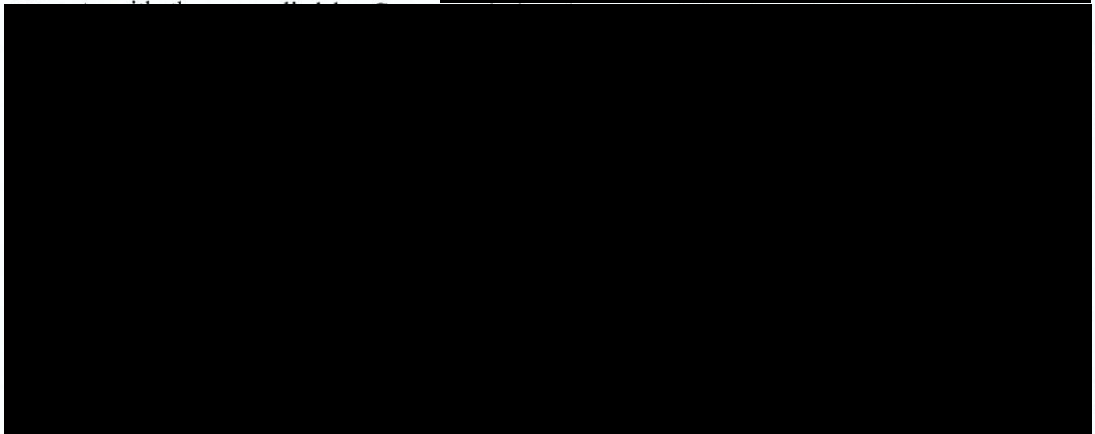
d.

e.



9.

a. **Exclusivity and Right of First Refusal.**



b. **Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

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

LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

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

Virginia Association
of Regional Jails.

Contribution,
Critique and Dissension
Of SB581 Workgroup Report

Contribution to SB581 Report (Pre-Draft Composition 11/15/22)

Respectfully, considering the fact that despite having 8 months since enactment, there has only been two meetings with quorum of the primary SB581 Workgroup, no meetings of individual industry specific subgroups and no meaningful production of data or data analysis, the Virginia Association of Regional Jails finds it extremely difficult to contextually comment on a factually nonexistent report. That being said, please find enclosed in this email the Association's position on the SB581 Workgroup, the scope of challenge and subsequent recommendations.

The critique of the survey data notwithstanding, the limitations therein critiqued did NOT invalidate the need for an objective data instrument to frame any subsequent discussion. Quite the contrary, the disagreement and "controversy" associated with the devolution of data elements originally designed to identify structural issues to those designed to catalog general fund revenues and expenditure ONLY confirmed the necessity to objectively develop meaningful data elements and the need for professional analysis.....not refute it. It is our position that any discussion without validated data would be meaningless and subject to opinion, exaggeration, hyperbole and anecdotal stories from around the nation. It is the position of the Virginia Association of Regional Jails that if the interested parties *are serious* about seeking to assess the validity of the SB 581 assertions and the appropriateness of any policy recommendations, then we need to approach this topic *seriously*. Taking into account the significant capability and resource limitations of the Board of Local and Regional Jails, the Association recommends that the necessary funds be appropriated to obtain third party professional objective comprehensive data survey promulgation and analysis services to ascertain the need and appropriateness of any policy proposals.

Obviously, while the Association has significant concerns about the "strategic" need or validity of the SB 581, we also believe that "tactically" there are several serious challenges of equal importance that impact the adoption of these policies (please see attached):

The adoption of taxpayer supported inmate telephone services, and/or the abolishment of commission structures for inmate telephone services requires an actuarial study of the total associated costs before final policy decisions should be considered and made. The Commonwealth, localities and facilities should have the best available fiscal estimates of potential outcomes at their disposal.

If adopted and the lost revenue is replaced by the Commonwealth, there is currently no mechanism that would facilitate the disbursement of funds.

- It is the Association's understanding that a taxpayer supported business model has only been instituted in one state (Connecticut), which is structurally different from Virginia. Any proposed policy changes needs to be studied to ascertain the feasibility of a taxpayer supported inmate phone system in Virginia.

Materially germane to the discussion; the type, nature and inmate call type distributions and the limits of an evaluation of an adverse cost impact to friends and family needs to be examined.

The FCC and the federal government has invested almost 10 years into the market dynamics associated with this business space. As such, there needs to be an examination of the delta from a comparison of the Prison Policy Institute's report of Inmate Phone Rates (2018) and the SB 581 Workgroup study 2022.

In an effort to eliminate redundancy and possibly prevent needless effort, an assessment of the impact of the FCC October 26, 2021 rulemaking on the per unit costs of inmate telephone services needs to be completed before consideration of a policy change.

As previously discussed, considering the financial impact of initiating the implementation of a taxpayer supported business model, an assessment of cost mitigation strategies and their effect on jail operations needs to be performed.

A source of miscommunication and confusion, the Association believes a thorough discussion and examination of the limited utility of the Jail Cost Audit Report in ascertaining aggregate or individual Jail Expenditures would be helpful.

The Association believes that an examination of the nature of a defined use revenue stream and the limited utility of specific expenditure survey or assessment would be helpful and could decrease obvious points of contention.

As it appears to be a source of concern the Association believes that it would be instructive to broaden the discussion on the nature of the correctional Commissary business model.

In an effort to clarify and enhance the overall understanding, the Association believe that a more comprehensive discussion on the unit type cost and margin distribution of the correctional commissary business model would be helpful.

The Association has repeatedly affirmed that it is pleased to participate in any meaningful SB581 discussion, however that participation does not confer or infer that the Association is in agreement with any pre-determined outcome, course of action or recommendation. Quite the contrary, our position, as it has always been, is that purpose of the workgroup was to: 1.) *Ascertain IF there is a problem;* 2.) *IF so, how extensive is the problem and finally;* 3.) *What, if anything, do we want to recommend to do about it.* While in our judgement that process would be the most prudent, reasonable, and the most capable effort in providing a factual and realistic assessment of need and recommendation, it was apparent from the workgroup's inception the wisdom of our position did not lend itself to the workgroup advocate members.

We truly regret our inability to articulate the benefits of our position. That being said, we will continue to seek to contribute to a more developed understanding of these issues in the future.

It is our hope that these challenges can be addressed in a collegial fashion, the appropriate data acquired, useful analysis realized and beneficial discussion engaged. Most importantly, it is also our hope that the adoption of public policy is one that benefits all Virginians and only after careful and thoughtful consideration.

Dissent (Post Draft Presentation, 12/1/22)

As previously advised, the Virginia Association of Regional Jails represents 22 regional jails, housing over half of the locally incarcerated inmates while serving the needs and priorities of over 75% of the cities and counties of the Commonwealth of Virginia.

With all due respect, upon review of the proposed draft SB581 Workgroup Report and having done so the Association opposes its adoption as a representation of the work performed by the workgroup and consider it disingenuous and illegitimate as a representation of the last 8 months.

At best, in all generosity, it is nothing more than the established policy position of the various advocate participants and in doing so lacks the necessary objective creditability required of a topic so significant to ALL the citizens of the Commonwealth.

The Association does not take this position casually nor with malice. Our position is neither ideological nor political but only in consideration of our responsibilities to that 75+% of the Commonwealth who do not have representation on the workgroup and who's interests, by virtue of this draft report, are being ignored and disregarded.

Our opposition is not without legitimate merit by any objective standard. I have included some of them in this email for the workgroups consideration:

1. The ability and capacity of the author of the draft (ACLU) report to effectively and objectively complete the assigned task was not nor has been established.
2. The assignment of the author is/was without the advice and consent of the workgroup and was established by fiat.
3. As a participating member of the workgroup, the assignment of the ACLU as the author of the group's report was and is inappropriate. By definition, he is biased and not remotely impartial.
4. What data or data analysis that does exist has NOT been shared with the Workgroup and has been seen (to our knowledge, at least it has not been shared with the VSA or VARJ) only by the Chairman and the ACLU. This fact compounds the lack of transparency and objectivity necessary for any level of confidence in the draft report.

5. There has been ONLY two previous meetings with quorum of the primary Workgroup. During the course of those two meetings there was only one material “discussion” relative to some minor definition of data elements (with subsequent assertion on the futility of trying to tie general fund revenue to specific expenditure) and one vote to authorize the re-introduction of the original SB581 in the next legislative session**BEFORE any workgroup work having been initiated much less completed.**

6. There has been NO meetings of the three established industry/issue sub-work groups (Communication, Commissary, Other). **NO ACTUAL WORK HAS BEEN PERFORMED IN THE PERFORMANCE OF THE STATUTORY WORKGROUP MANDATE.** It is the Association’s position that to issue a report or recommendation from non-existent work both inappropriate and illegitimate.

7. While there may be some legitimate critique of the aggregate responses to the data survey, beyond one casual question to the phrase “in form or function” there was no discussion of the failure to actually initiated a valid survey instrument nor why there was no validation process of the data elements by the work group members who actually have knowledge of jail operations and that would have to complete the survey.

In “form”, the survey was poorly designed and executed with field structures that were miss assigned (ie. most fields prevented the use of decimal points on fields that REQUIRED decimal points), incomplete linear data processes that didn’t allow for multiple connected data elements (ie. bundle services and MAGs - minimal annual guarantees) and meaningless data elements (ie. the cost of shampoo).

In “function”, the final data survey represented a complete devolution from the originally proposed survey (which was designed to capture the structural and strategic data elements that addressed issues associated with the proposed workgroup objectives) and the end product.....which was nothing more than a catalog of attempts designed to tie general fund revenue to specific expenditures. Despite the recognition that any attempt to do so was and is impossible.

8. In consideration of a data survey attempt so amateur and incomplete, it is entirely impossible to “extrapolate” (as referenced in the draft document) anything meaningful from those results.

9. The inclusion of anecdotal “testimony” that was not discussed, assessed or can even attempted to be validated was inappropriate and was not meant to inform but to inflame.

10. In the workgroup, Ms. Robyn de Socio, the Executive Secretary for the Compensation Board, in response to questions regarding the Jail Cost Report's table of "Inmate Canteen & Other Auxiliary Funds" showing commissary and telephone revenues and individual Inmate Program expenditures by jail, stated that the Jail Cost Reports lack a detailed breakdown of expenditures for inmate programs in a way that can be compared against inmate commissary and telephone revenues, and therefore the report would not assert that jails are not spending defined use revenues on inmate related programs and expenditures as required by statute. She also stated that in order to capture and present expenditures supported by inmate commission or fee revenues in a manner consistent with the intent of the workgroup draft report, the

Compensation Board would have to modify, with stakeholder participation, the data collection instruments that support the compilation of the annual Jail Cost Report for future reports.

- 10.. Consistent with the previous position of the Association and in light of the Compensation Board's comments on this issue, the use of the Jail Cost Audit Report to somehow capture predicted costs is completely inappropriate and quite frankly completely wrong in any meaningful way. It is NOT built that way and that is not its intent. Any attempt to somehow "jam a square peg in a round hole" will only result in misguided and false financial assumptions that will have fundamentally detrimental fiscal implications for the localities and the Commonwealth. The attributes, strengths and weaknesses of using the Jail Cost Audit Report for this purpose was not discussed. We strongly urge the Workgroup to resist the temptation to "hit the easy button" on an amount of money potentially this significant. The citizens of the Commonwealth deserve better.
- 11.. There has been zero discussion, effort or attempt to actually capture revenue implications, future capital costs required and operational expenditures (current and future) associated with the proposed "recommendations" to detriment of the Commonwealth.
12. As evidenced by the entirety of what limited discussion experienced in the work group and submission of pertinent contributions, there has been a complete dismissal and disregard for the Association's paradigm, position and contribution calls into question the validity of any work group product.

In light of these concerns, the Association is of the opinion that if the interested parties are actually seeking to look into SB581 associated issues, the only appropriate and objective recommendation the Workgroup should issue is a recommendation to appropriate the necessary funds in the next legislative session and actually do the work necessary to insure the interests of all the citizens of the Commonwealth are preserved and promoted.

If it does, the Virginia Association of Regional Jails will be happy to assist.



Virginia Sheriffs' Association

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November 30, 2022

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Executive Director
John W. Jones

The Honorable Senator Joseph D. Morrissey
The Honorable Senator John Cosgrove
The Honorable Delegate Amanda Batten
The Honorable Delegate Patrick Hope
Ryan McCord
Colleen Maxwell

RE: Public Comment for SB 581 and HB 1053 Workgroup / Addendum submission

Dear SB 581 and HB 1053 Workgroup Leadership,

The Virginia Sheriff's Association (VSA) objects to the SB 581 and HB 1053 Workgroup Report (*Report*) and we are grateful for the opportunity to offer the reasons for our dissent. The VSA concerns include the failure of the Workgroup (WG) to truly study and discuss the concerns as mandated by SB 581 and HB 1053 (*Bills*), a failure that resulted in the creation of a flawed survey and a flawed and factually inaccurate *Report*. Further, the VSA has great concerns that the *Bills* and the *Report* recommendations would **create new unfunded mandates** while also **removing funding sources without any identifiable replacement**. The WG never fully discussed these concerns or identified potential unintended consequences that would result if the *Bills* became law. These concerns and others are the basis for the VSA objections and do not reflect any objection to the overall premise of a need for equity when providing services of any type within jails and prisons. The VSA recommends a comprehensive study of fee-based services, commission revenues, inmate program funding, and unfunded mandates involving all jail and prison operations.

FAILURE TO STUDY AND DISCUSS

The creation of the WG was to study, discuss, and work on commission and fee concerns as outlined in the *Bills*. However, the WG did not study everything, had limited discussion that were opinion based, and no real work done to flush out all aspects of the concerns. For example, the meeting of August 30, 2022, determined the WG would include the subcommittees of *Commissary*, *Communications*, and *Other Costs*. Subcommittee members were established, and an agreement made that the chair of each subcommittee would contact the designated members to schedule a meeting within two weeks. **To date none of the subcommittees have met as agreed on.** Additionally, the WG had only three scheduled meetings that met quorum requirements. The meetings were limited in time and failed to create any in depth dialog about concerns of equity, costs, unfunded mandates, a valid survey, and more. The limited WG meetings and zero subcommittee meetings resulted in no meaningful discussions or research to ensure the validity of any subsequent survey or report.

In fact, the WG process left the impression it was just for show to meet the requirement of convening a workgroup as determined in the *Bills*. Aside from the issues of limited WG and subcommittee meetings, this impression can be illustrated by a narrative in the minutes, which falsely leads anyone reading them to believe subcommittee work was done and discussions were productive.

As an example, the minutes of the November 7, 2022, meeting would have anyone reading them believe that the subcommittees had met, but they had nothing to report! There was nothing to report because the meetings never occurred. Another illustration can be seen in the minutes of November 7, 2022, under the Data Analysis Discussion section, as it indicates Senator Morrissey led the discussion of the survey data received. No such discussion occurred. What Senator Morrissey reported was that 16 out of 59 jails provided contracts returned to the WG, and that those contracts were heavily redacted and unusable. There was no further discussion of any “data from the surveys” received. Senator Morrissey deferred to the representatives from two advocacy groups, the ACLU and Worth Rises, to report what data had been collected from the jails. No one in the WG, other than the ACLU and Worth Rises, has seen any data from the surveys or has been able to inspect the data submitted from the contractors. Finally, the meeting of November 7, 2022, was from the start rushed and left little room for discussion. While Superintendent Ted Hull and I voiced objections to form and function of the survey, Senator Morrissey quickly brushed aside these objections and then led a vote to reintroduce the *Bills* to the General Assembly. This appears to have been the main purpose of the meetings all along and leaves the impression that the workgroup was for show and nothing else.

The WG started with optimism and the promise for meaningful discussions about the merits and flaws of the *Bills*. The VSA was eager to get to work and ensure all WG members had an opportunity to see all sides of the issues related to fees for phone services, visitation, canteen, work release, home electronic monitoring, and more. Further, it was hoped that the real costs related to these services could be realized and how displacing or ending them could affect state and local budgets, as well as related non-financial unintended consequences. Some of those unintended consequences would include reduced behavior controls, increased safety, and security risks, reduced public safety services, reduced variety of available goods for inmates, reduced inmate programs, and more. The workgroup may question how changing one service may affect so many inmates related services and jail operations. The VSA asserts changes in services will adversely affect safety, security, and inmate services. How? The answer was available **IF** the WG and its subcommittees completed a genuine study of everything as outlined in the *Bills*. We will never fully know, as there is clearly no interest in getting to the truth or learning more about these complex operations.

The impression is a process clearly filled with bias. The makeup of the WG offered no balance of interests and sought to focus on one belief, that contractors are evil and making money off the backs of inmates and their families. With that focus, the advocates for free services (which are never truly free) far outnumbered jail representatives which amounted to two people. **It is important to note that all of these fee-based services are optional! Families and/or inmates are not required to spend their money on these services.** The VSA would not be troubled by the imbalance of the WG **IF** all pertinent information were gathered, **IF** the subcommittees actually met and completed their research, and **IF** all voting members had the opportunity to review and digest the findings of the research before determining what to report out. Unfortunately, none of this occurred.

FLAWED SURVEY

As previously stated, the WG had only three scheduled meetings that met quorum requirements. Only one of these meetings resulted in a limited discussion and review of the “draft” of a survey to send to jails. The intention of the survey was to collect data on fee-based services as well as contracts throughout Virginia. Only one meeting spoke on the issue of the survey instrument, after which there was no follow-up to ensure the survey would be in good form and functional to facilitate the needs of the workgroup in meeting its mandate for the pending report. The process used to create the survey caused it to fail and does not meet any best practices for the collection of valid data.

The rush to create and distribute a survey doomed the survey from ever providing information of value. There was a need to have the survey fully and effectively reviewed and vetted. This did not occur. For example, the *WG* wanted to review how much jails spend on inmate programs, yet the survey never asked that question. Instead, the *WG* asked for 5 years of financials with few jails complying. Even if the *WG* received the financials, most reports would not have a separate line item to reflect total spending on inmate programs. This problem and others could have been resolved if a “survey” subcommittee were established for its creation. The subcommittee could have ensured jails across the Commonwealth had input and buy-in to the process so as to ensure high participation. However, the defects of the survey and the failure to get buy-in most likely accounted for the low number of respondents (28 out of 59 jails). Further, twenty-eight jails provided data, yet the *WG* was not given access to the findings. This illustrates a lack of transparency and leaves *WG* members without the ability to inspect and draw our own conclusions about the materials collected.

For all of these reasons, the VSA believes the survey was flawed and caused it to fail as an effective instrument to inform the *WG*.

FLAWED AND INACCURATE REPORT

The VSA argued, and presented discussion in the *WG* meeting dated November 29, 2022, that the *Report* is replete with unsupported statements, opinions, suppositions, and false information. Any report based on such brings into question at least the reliability of the information presented and at most the validity of the report as a whole.

From the start, the *Report* suggests the workgroup as comprising of individuals who never participated in the process (Senator John Cosgrove) or who never had a representative at all (Virginia Association of Chiefs of Police (VACP)). To suggest Senator Cosgrove or the VACP participated in any way is false and is an integrity concern. As it relates to Senator Cosgrove, it is my belief he did not have proper notice, as the workgroup did not use his correct email address.

The *Report* goes on to point out the limited response from jails to the survey sent to collect relevant data for the workgroup to study. As stated in previous correspondence, the survey was flawed and not vetted effectively to ensure it could be an instrument, which would supply the valid and desired information for the workgroup. Again, one such flaw is the failure of the survey to ask specifically what each jail spends on “inmate programs”. The narrative of the report suggests information on total jail expenses on “inmate programs” requested and respondents failed to provide this information. This is false.

Further, the narrative then points to the FY21 Jail Cost Report produced by the State Compensation Board as evidence jails are not spending any money on inmate programs. The problem is the Report is using a report that has an inherent flawed data collection instrument. Each jail costs report has an auto-fill feature that draws its information from worksheets completed by jail administrators or finance divisions. There is a worksheet for revenues and expenses. The problem with this data collection instrument is that there is no line item on the expense worksheet for “inmate programs” and therefore the information does not transfer to the Jail Cost Report. The same issue occurs with reporting grant funds under revenues. There is not a line item on the revenue’s worksheet for grant funding. A representative from the State Compensation Board admitted in the meeting that the process has flaws. This makes the use of Jail Cost Reports invalid as a source identifying what jails spend on inmate programs.

As an example, Norfolk’s Jail Cost Report to the state shows zero dollars spent on inmate programs, which is false. Norfolk spent \$1.2 million dollars providing inmate services. However, this is not reflected on the Jail Cost Report because there was not a line item on the worksheet (provided by the state) to report this expenditure. Further, the expenses related to inmate programs is located under the Canteen and Telephone revenues and expenses section of the State Jail Cost Report. Again, this

flaw was discoverable if the *WG* and subcommittees ever met to have meaningful discussions.

UNFUNDED MANDATES & REMOVAL OF FUNDING SOURCE

The VSA submits that the *Bills*, if passed and implemented would create new unfunded mandates including free telephone services, canteen services, and work release programs. The Commonwealth of Virginia currently provides no money to support these services and others under scrutiny in the *Bills*. Moreover, the *Bills* and the *Report's* recommendation to eliminate commissions effectively eliminates a funding resource for inmate programs, auxiliary staffing for such programs, and enhanced medical and mental health services.

One *WG* member stated jails use funding loss as an argument against losing commissions is a “Red Herring.” Yet, if the *WG* studied this concern in full, we would learn that the removal of such funds without an identifiable replacement endangers such programs, which are not mandated, but proven to reduce recidivism. Currently the state and localities do not fund programs that develop inmate job skills, expanded educational services, address substance abuse concerns, and the teaching of conflict resolution skills. The concern is not a “Red Herring.” It is real and must be addressed.

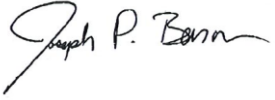
The VSA believes it is important to note services that are **required** by DOC standards that are wholly unsupported by state funding and that are partially fee-based supported.

- 6VAC15-40-280 Availability and administration of education services.
- 6VAC15-40-290 Provisions of reading materials.
- 6VAC15-40-310 Commissary services.
- 6VAC15-40-380 Inmate access to medical services
- 6VAC15-40-550 Food service program.
- 6VAC15-40-660 Access to telephone facilities.
- 6VAC15-40-740 Requirements for clothing, linens, and towels.
- 6VAC15-40-770 Provision of hygiene items

The *WG* further fails to recognize the impact of inflation on state and local budgets, as well as on jail operational costs. This fact exasperates any notion that lost funding and free services would be supportable by financial infusions from the state and localities. Norfolk Jail medical costs, as an example, will increase in 2023 from \$4.8 million dollars to \$9.2 million dollars. None of which is supplemented by the state.

The *WG* suggests the *Bills* would have to mandate funding for the services in question. The VSA has no real belief such a proposal would pass. Further, if it did pass, it would only address the funding for concerns like phone services and work release operations. It would not address the loss of funding for inmate programs.

In closing, the VSA cannot support the *Bills* as they are and fully does not support the *Report* from the *WG*. The VSA again argues the process to create the *Report* has left it replete with unsupported statements, opinions, suppositions, and false information. Any report based on such brings into question its reliability and it should be set aside. The VSA concerns include *WG's* failure to truly study and discuss the concerns as mandated by SB 581 and HB 1053 (*Bills*), resulting a flawed survey instrument. Finally, the VSA believes the loss of funds and the potential for the creation of new unfunded mandates make the *Bills* unsupportable. These concerns and others are the basis for the VSA objections. Again, the VSA welcomes any comprehensive study of fee-based services, commission revenues, inmate program funding, and unfunded mandates involving all jail and prison operations. Without such a study, the VSA will not support the *Bills* or the *Report* finding and recommendations.

A handwritten signature in black ink that reads "Joseph P. Baron". The signature is written in a cursive style with a large initial 'J' and a distinct 'P'.

Sheriff Joseph Baron
Norfolk Sheriff / High
Constable
Virginia Sheriff's
Association Representative

Date: December 1, 2022

To: SB581 Workgroup

Re: Global Tel*Link Corporation d/b/a ViaPath Technologies Comments on Draft Report Circulated November 29, 2022

Global Tel*Link Corporation d/b/a ViaPath Technologies (“ViaPath”) has been an active participant in the workgroup established pursuant to Virginia Senate Bill 581 (“SB581”), which requires the State Board of Local and Regional Jails (the “Board”) to convene a workgroup to review and make recommendations regarding the reduction or elimination of costs and fees charged to inmates in local or regional correctional facilities for certain types of services. ViaPath has reviewed the draft report circulated to workgroup members on November 29, 2022 (the “Draft”), and was further discussed during the workgroup’s November 29, 2022 meeting.

ViaPath provides inmate calling services (“ICS”) and related services to the Virginia Department of Corrections (“DOC”) and several local and/or regional correctional facilities in Virginia. As such, ViaPath is uniquely qualified to provide information to the workgroup regarding the areas covered by SB581 and has welcomed the opportunity to serve as a valuable resource for information needed to fuel purposeful discussions among workgroup members. For example, ViaPath provided to the workgroup redacted copies of its Virginia contracts in effect from 2017 to 2022. While under no legal obligation to do so, ViaPath provided this information in good faith.

ViaPath abstained from voting on the Draft during the November 29, 2022 meeting because there has been no meaningful exchange of information between workgroup members, which undermines the validity of the Draft. Unfortunately, not all members of the workgroup provided the data necessary to make substantive recommendations, nor did all members of the workgroup have access to the same information as other members. The Draft therefore reflects the views and recommendations of only a small subsection of the workgroup, and not the group as a whole. As a result, ViaPath cannot support the Draft as structured because it does not take into consideration all necessary information and does not reflect a consensus of the parties.

Further, ViaPath objects to the Draft’s unsupported conclusion that ViaPath’s contract redactions are inconsistent with Virginia law. ViaPath provided the workgroup with a detailed explanation of why the redacted contract information is confidential, trade secret information or is otherwise protected from public disclosure under the Virginia Public Procurement Act, the Virginia Freedom of Information Act, and other applicable state and federal laws. The Draft should be revised to note ViaPath’s assertions of confidentiality without making any conclusion regarding the redactions.

Finally, ViaPath continues to be committed to the workgroup’s effort and is willing to continue discussion and engagement in the process.



Comments of Global Tel*Link Corporation d/b/a ViaPath Technologies

ViaPath respectfully requests these comments be incorporated into and included in the final report to be submitted by the workgroup to the Chairmen of the House Committee on Public Safety and the Senate Committee on Rehabilitation and Social Services by December 1, 2022.

Respectfully submitted,

/s/ Pelicia E. Hall

Pelicia E. Hall
Senior Vice President
Global Tel*Link Corporation d/b/a ViaPath Technologies

DISSENT #4: Mike Evancho, Owner of Oasis Commissary

Mr. Evancho would like to go on record to formally request to amend his vote to “Nay” due to overall lack of data collected from the survey, and the following dissensions with the Report from the Work Group on Senate Bill 581 and House Bill 1053.

*“The work group convened three times during the study period, on August 30th, November 7th, and November 29th. The group also met without a quorum on June 22, 2022..... In response to this request, the group received survey responses from 28 out of 59 local and regional correctional facilities; **the group received complete survey responses from only two facilities.**”*

The survey did not gather enough information for any solid conclusions/solutions to be issued on the topic of commissions. It is also important to note that commissary operations entail more than providing a store from incarcerated individuals to make purchases. Commissary vendors also provide accounting software, care packages via a website, kiosks, tablets, vending machines, and other equipment requested by the facilities. Services levels range from dropping commissary orders at the loading dock, delivery to the cell, and full fiduciary services.

Mr. Evancho attended each meeting and was never asked to elaborate or explain commissary operations within correctional facilities. Mr. Evancho has over 47 years of experience in the food, vending, and correctional commissary market and could have provided in depth knowledge on commissary operations, the changing marketplace, and investments commissary vendors make in correctional facilities.

“Prohibit commissions on commissary sales entirely.”

Eliminating commissions entirely would ultimately hurt the incarcerated individual. Many programs and staff salaries are funded by commissions generated by the commissary. It is unrealistic to believe that the lost revenue would be fully replaced by a taxpayer supported business model. At the very least, a study would need to be conducted to establish the feasibility of such a model.

“Current commissary vendors like Keefe, Aramark, and Oasis provide low-quality items at non-competitive costs. Many of their products are produced in-house but compared to name brands at retail grocery stores for pricing comparison purposes. Markups on food and clothing items are not transparent to the public or the consumer.”

Oasis has a catalog of over 2,000 products to create a custom commissary menu for each client facility. Oasis is committed to selling brand name products that incarcerated individuals recognize. The quality and consistency a name brand provides ensures satisfaction to incarcerated individuals. All items on the commissary menu are approved by the facility and samples are available for testing.

In addition to providing a wide variety of products, Oasis must also take into consideration the security of products being sold within a correctional setting. We do not sell any products that include metal or glass in the packaging. Also, we do not sell products that are alcohol based. To

help ensure contraband is not hidden inside hygiene products, Oasis offers many products in clear, see-through packaging. Each commissary order is double heat sealed to prevent tampering and packaged in clear, 2-ply plastic bags.

The commissary menu pricing is restricted by fair market. Oasis conducts market surveys at local convenience stores to determine proper selling prices of products.

“Commissary vendors are selected by facility heads through a RFP process, and once contracted, usually become the sole provider of commissary goods for the facility.”

In most RFP processes, the commissary vendors are selected by a committee made up of facility and purchasing staff. In many cases, the facility head recuses themselves from the RFP process entirely. The committee evaluates proposals on many factors, such as price, commission, service, references, software, and hardware provided by the vendor.

“Mandate that prices for items sold in commissary not be more than 10% higher than the cost of comparable items at e-tailers (e.g., Amazon, Walmart, etc.) .”

To hold any company to the pricing of two of the largest retailers in the world is not feasible. The amount of volume done by companies such as Amazon and Walmart allow them to sell products below fair market in many cases. These e-tailers do not have to provide the level of security or service that is require of commissary vendors in a correctional environment.

These e-tailers are not required to invest thousands of dollars in equipment (kiosks, tablets, carts, software) at these correctional facilities like commissary vendors. For example, in 2016, Oasis paid \$40,000 in order to install the infrastructure necessary to provide dorm kiosks to the incarcerated population at a regional jail. These kiosks allowed incarcerated individuals more immediate access to medical requests, grievances, the handbook, inquiries, and commissary ordering with pictures of the products. The dorm kiosks themselves were an additional \$70,000 investment.

E-tailers such as Amazon and Walmart simply provide a transactional service, where as commissary vendors are involved in the daily maintenance and support of each facility’s commissary operation. Commissary vendors provide 24/7 support for each of their client facilities on all hardware and software.

With many facilities facing staffing shortages, commissary vendors have been asked to take on the distribution of commissary orders directly to the individual. This increase in labor to the commissary vendor can cause the commissions to be lowered and/or prices to be adjusted to pay for the service. E-tailers cannot provide this type of service to the facility.

Many factors are taken into account when pricing products, but Oasis still strives to provide fair market pricing. Below are the costs considered when determining product prices.

- Raw cost of product
- Transportation, handling, and shipping charges to our warehouse

- Special clear plastic bag used for packing commissary orders and then double heat-sealed using special heat sealer for the security of the package.
- Special printers are used at our distribution center, which prints commissary orders onto two-part carbon paper.
- Labor at our distribution center includes
 - Ordering all products
 - Receiving all products
 - Paying all payables
 - Entering all menu orders into computer and deducting from incarcerated individuals account
 - Packaging commissary orders individually
 - Boxing orders by dorm into heavy duty corrugated boxes and then palletized for shipping.
 - Spot check by management to insure accuracy of packing.
- Once the commissary orders are packaged
 - Orders are delivered to housing areas
 - Rechecking of commissary order by individual and getting signature of incarcerated individual.
- Filing and accessing commissary receipts
- Appropriate state and county sales tax
- Commission returned to the County Inmate Fund
- Investment of Equipment/Software
 - Computers/Kiosks/Tablets
 - Lockdown Accounting Software License
 - Upgrades to the Lockdown Accounting Software
 - Training for both the facility staff and Oasis employees of the software
 - Ongoing support of the networked accounting system.
 - Carts and shelving in the commissary room.
- Also included in pricing is some miscellaneous expenses which include
 - Employee drug testing
 - Menu development and printing
 - Business licenses
 - Cost of inventory to insure availability and variety of products
 - E-Verify and IMAGE certifications
 - Insurance liability and workers compensation
 - Payroll taxes and employee benefits

“Mandate that jails offer regular-sized products, in addition to single-servings where possible, as single-servings invariably increase prices.”

Many facilities do not allow regular-sized products because it poses a security threat to the incarcerated individuals or the officers. Smaller products are harder to hide contraband in, and are more difficult to fashion into some sort of weapon. Larger products sizes could also pose a threat to incarcerated individuals wanting to inflict harm upon themselves.

Single-serve products are preferred to eliminate open food products being stored in the cells, which could lead to a pest infestation.

Trust Disbursements Upon Release

- *“Offer people being released from custody the option to receive a check or money order, for a fee not to exceed \$2.00, or a debit release card, making sure to simultaneously provide the card’s fee schedule. As detailed above, for decades, jails provided a check or money order to people being released from custody with the balance of their trust accounts. Currently, most jails allow people in custody to send money home to a family member or loved one by purchasing a money order from the facility.*
- *Limit the cumulative monthly account fees for debit release cards to 3% of the average card balance, not to exceed \$15 in any month.*
- *Prohibit jails from collecting commissions or revenue sharing with the vendor for debit release card services.”*

Oasis works with Numi to provide debit card release systems to correctional facilities. There is currently no fee at release for a formerly incarcerated individual to receive funds from their trust account. The individual then has 30 days to use the card or to retrieve funds from the card before being charged a fee from Numi. After 30 days, the individual is charged \$5.95/month if the card has not been emptied, or if the individual continues to reload the card.

Oasis does not make any revenue from the debit cards, and therefore does not pay commissions to the facility for debit card release services.

In conclusion, there was very little attempt by the work group to understand how commissary operations work within a facility, and what exactly commissary vendors provide in terms of service and technology to each client facility. It was our hope that we could provide education and help both sides come to a reasonable conclusion/solution. The Report being presented is not an accurate representation of commissary because it does not take into consideration all services provided by commissary vendors.



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December 1, 2022

Senator Joe Morrissey
General Assembly
Commonwealth of Virginia

RE: SB 581 Work Group Report Recommendations

Dear Senator Morrissey:

Worth Rises appreciates the opportunity to take part in the work group mandated under Virginia Senate Bill 581. We believe that the Virginia General Assembly should use the work group's recommendations to make tangible policy changes that both strengthen families in the Commonwealth and promote public safety.

Worth Rises has worked across the nation to help governments create more equitable funding structures for their correctional systems. Eliminating profiteering for both the private and public sectors throughout the criminal legal system is a central tenet of our work. Worth Rises has successfully passed policies to make communication in prisons and jails free in Connecticut, California, New York City, San Francisco, San Diego, Louisville, and Miami, among others. We have also eliminated commissary markups, prohibited fees for bail payments, prevented the privatization of care packages, and more.

Not only do our wins in these other jurisdictions clearly establish the viability of the recommendations that have been put forth in the work group's report, but they also help us understand the power of their impact.

The fees levied on incarcerated people, particularly in the jail context, are almost entirely borne by their families and support networks. One in three families with an incarcerated loved one goes into debt trying to stay connected, and 87% of those carrying that burden are women, largely women of color.¹ Those who cannot bear the costs are forced to reduce or even cut off financial and emotional support, leaving the basic human needs of their incarcerated loved ones unmet. This isolation also undermines their ability to fight their cases and drives desperate and unproductive behavior, serving no one.

The policies we have passed and that are recommended in this report have instead strengthened families, supported children, created relief for the low-income communities, improved correctional environments for correctional officers and incarcerated people, and increased reentry outcomes. Now, while we admit that these changes are not always simple, the call to make them is easy. Moreover, we are committed to supporting any correctional agencies in Virginia who seeks our help in implementing these policies as we have in all the

¹ [Who Pays? The True Cost of Incarceration on Families](#), Ella Baker Center, September 2015

jurisdictions that we have worked in to date. We are familiar with not just the existing models, but the emerging models that are innovating correctional services.

Some have argued that programs for incarcerated people rely on the revenues collected from the high fees on everything from calls to commissary. But as the report explains, state records show that only a very small fraction of these funds is spent on programs for incarcerated people. Most of those funds are spent on operating costs for facilities or put into the general coffers of localities. The data provided by sheriffs, commissioners, and their vendors does not refute that despite their protests that the data is somehow imperfect. In fact, jail administrators admitted to the work group that they cannot account for the funds they make off incarcerated people and their families except in the most general terms. And when asked to submit relevant financial data they refused or redacted data that would otherwise be useful in making such determinations.

However, whether these monies are spent on programs or not does not make the egregious fees levied on calls, commissary, and other services any more just. Providing effective rehabilitative programs should be a foundational part of a jail's function if they are to serve any purpose at all. Programs, like any other part of a jail facility, should be funded by the general operating budget of the facility and not funded off the backs of the Commonwealth's low-income residents. Moreover, one might consider the provision of free communication, for example, to be an evidence-based program that could be made available to the entire population, rather than just a few, with research that confirms positive impacts on behavior and reentry.²

Now, some jail administrators have described telecom, commissary, and financial services as both "optional" and "privileges" that serve as an "integral tool in the ability to control inmate behavior." This manipulation of basic human needs explains their overall rebuke of this work group and the legislative intent behind the study. In the face of mountains of evidence that increasing communication improves reentry outcomes and public safety, that commissary is used to reluctantly supplement substandard food and hygiene provisions, and that money transfers are needed to accomplish both currently, they argue that these services are merely "optional." Beyond that, just imagine being told that talking to your child is "optional" or having that held over your head to demand obedience in all cases, just or not. Their stance is about power and money, not fairness and public safety.

If sheriffs and commissioners will not protect the Commonwealth's families from rapacious telecommunication, commissary, and other vendors, largely because they are financially benefiting from these arrangements, the General Assembly must step in and do so itself.

Finally, we understand that some have expressed dissatisfaction with the work group, but we agree with the recap provided in the report that clearly illustrates that this dissatisfaction is in large part due to their own reluctance to productively participate and contribute and their failed attempts at derailing the process. These parties have blocked attempts at transparency, encouraged vendors to be obstructionists, and even rebuked official state records. They did not enter into work group discussions in good faith or seeking to respect the legislative intent of SB

² [Research Roundup, The positive impacts of family contact for incarcerated people and their families](#), Prison Policy Initiative, December 21, 2021

581.³ Instead, they sought to protect the status quo and, more importantly, their revenue streams for their own benefit, not that of those in their custody or even their constituents. Their perspectives are dated and no longer reflect an intelligent use of resources in pursuit of public safety.

In closing, we hope the General Assembly recognizes this as not just a criminal justice issue but also a racial justice, gender justice, and economic justice issue. We are supportive of the group's report and wholeheartedly endorse its recommendations, which will serve to strengthen families, support women, promote child welfare, protect correctional officers, improve reentry, and increase public safety. We encourage the General Assembly to adopt these recommendations and reduce the financial burden of incarceration on the Commonwealth's families.

Sincerely,

A handwritten signature in black ink that reads "Bianca Tylek". The signature is written in a cursive, flowing style.

Bianca Tylek
Executive Director
Worth Rises

³ In an email to a large subset of the work group on November 4, 2022, at 1:55pm, Superintendent Ted Hull of Northern Neck Regional Jail wrote, "I don't believe that 581 REQUIRES me to do anything..." An email record can be provided upon request.



December 1, 2022

RE: SB 581 Work Group Report Recommendations

Dear Senator Morrisey:

The Sistas in Prison Reform would like to thank you all for the opportunity to be a part of the work group to review and make recommendations regarding the reduction or elimination of costs and fees charged to incarcerated individuals in local or regional correctional facilities in Virginia. We thoroughly enjoyed participating and learning alongside state colleagues to form the final report that will be presented to the 2023 General Assembly.

Sistas in Prison Reform was created because we are directly impacted by the egregious sentences handed down to our loved ones. Therefore, we understand why the recommendations put forth by this working group are impactful to lessen the stress for families.

We wholeheartedly believe that the Virginia General Assembly should seriously consider the recommendations put forth by this work group that was composed of not only advocates but also families of those impacted by the excessive cost to keep in touch with their loved ones. Communication with families is crucial in the rehabilitation process of those incarcerated. The recommendations of this work group have taken into consideration how these policies can not only strengthen families but also promote public safety.

The report highlights the financial burdens that for far too long have fallen on the backs of the families of the incarcerated. Families should not be going into debt because local and regional jails, along with the contracted vendors, are inflating the costs to stay connected.

For nearly 50 years, the incarceration rate in the U.S. has grown at an exponential rate. Incarceration is especially common in poor communities of color where nearly 70% of Black men who did not finish high school and are approaching midlife will be in prison at some point in their lives.[1] This issue is very personal to us as black women, as the exorbitant fees are affecting those in black and brown communities exponentially who are already struggling to survive in our country.

Incarceration intensifies the marginalization of disadvantaged families and communities, and the burden of these hardships is shouldered primarily by women (Christian & Thomas, 2009; Roberts, 2004). By removing men from marriages and relationships – which discourages shared responsibility for children, the home, and the household economy – prisons, jails and justice

system processes reproduce gender inequality. Women have long shouldered responsibility for balancing work and family, but incarceration may exacerbate this responsibility or, at the very least, maintain it. [3] Therefore, it is extremely important that the price of communication and commissary items are eliminated or reduced.

Research has shown that increased contact with family in any format (e.g, visits, video calls, voice calls, or e-messaging) has benefits for incarcerated people, their families, and the public. [2] These benefits include decreases in misconduct, good order in facilities, stronger parent-child relationships, reduced recidivism, and increased public safety.

One of the biggest issues presented during work group discussions was making sure the funds will be allocated in a way that would not harm current programs and staff at the regional jails. We trust that the Virginia General Assembly and the state will form the best timeline for this to roll out over the years, and for the dollars to be accounted for within the budget effectively.

We are willing to continue to work closely with this work group and the General Assembly moving forward, to ensure that this is done with the best interest in mind for the state of Virginia, and the 60,000+ incarcerated families in Virginia.

Thank you for your time,

The Sistas in Prison Reform

Paulettra James, Juanita Belton, and Santia Nance

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[1] <https://journals.sagepub.com/doi/10.1177/000312240406900201>

[2] https://www.prisonpolicy.org/blog/2021/12/21/family_contact/

[3] <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5629979/>

[4] <https://www.prisonpolicy.org/profiles/VA.html>

The Honorable Senator Joseph Morrissey
The Honorable Delegate Amanda Batten
The Honorable Senator John Cosgrove
The Honorable Delegate Patrick Hope
Mr. Ryan McCord



Social Action Linking Together's Position Regarding the SB581 Working Group

Senator Morrissey et al, this letter is intended to express Social Action Linking Together's (SALT's) formal support for the recommendations of the SB581 working group. SALT believes that the recommendation to reintroduce the SB581 language considered during the 2022 General Assembly session is prudent. Unfortunately, this working group has experienced difficulty in meeting regularly and receiving the data requested from local and regional correctional facilities. However, the available data and discussions within the workgroup have confirmed a dire situation in Virginia's jails.

The 2021 State Compensation Board's (SCB) Jail Cost Report shows that local and regional jails collected more than \$43.7 million dollars in commissions on commissary items and communication last year. This figure equates to an average of \$4.85 per person for every day they are incarcerated in a Virginia Jail. Some facilities collected more than \$10 per person per day. These numbers do not include corporate revenues for these services. The amount of money involved in this model is staggering, especially considering that this revenue is not coming from incarcerated people, but their loved ones.

Some members of the working group argued that the revenues were only used to support the welfare of the people incarcerated in Virginia's jails, including funding vital programming. This argument is undercut by the lack of program spending reported by facilities to the compensation board. The 2021 reported spending on "inmate programs" in Virginia jails totaled less than \$2.8 million. Some stakeholders on the committee noted that the SCB report's accounting methodology did not include personnel expenses in the "inmate programs" budget line. This is correct, however, 67.7% of Virginia Jails reported \$0 in program spending in 2021. *How significant can any program be without any spending on overhead or supplies?*

Jails in Virginia are mainly used as pre-trial detention facilities. Many people incarcerated within them are there because they cannot afford to pay cash bail. These people have been convicted of no crime. They are incarcerated because they are poor. This fact alone is shameful, but the current fee system extracts an additional \$1,770 per person per year from this community. That fact is inexcusable. It is no wonder that one in three families with an incarcerated member goes into debt to communicate with them.

This system is cruel, needlessly punishing the families and children of people incarcerated in Virginia's jails. It shows a significant and obvious price distortion, caused by the lack of free market forces within the carceral environment. Jails in Virginia have a captive

market and have generated enormous revenues from it. When free market forces do not exist, it is the government's responsibility to act as a check against abuse. It is clear that the Virginia General Assembly must act to protect families by placing limits on fees within Virginia's jails.

SALT strongly supports the findings and recommendations of this working group and urges the General Assembly to pass the recommended guardrails in the 2023 legislative session.

Charles Meire
Carceral Policy Coordinator
Social Action Linking Together



December 5, 2022

Via Email

To: Virginia General Assembly
SB 581/HB 1053 Workgroup

Dear SB 581/HB 1053 Workgroup,

Justice Forward Virginia fully supports the recommendations of the SB 581/HB 1053 Workgroup. The recommendations were the result of many affected parties coming together to address this important issue and reach an equitable solution.

The recommendations focus on eliminating the barriers to basic human necessities and the for-profit driven costs and fees that have been allowed to proliferate for far too long. People who are incarcerated should not be made into money making entities for the institutions they are forced to reside in. By eliminating the costs for communication, and opening different methods of communication, people who are temporarily incarcerated can maintain family and social relationships. This connection keeps communities safer, as people will continue to feel connected to loved ones and the communities they will eventually return to.

Additionally, charging inmates dramatically increased and inflated commissary prices in order to pad the budget of those institutions should not be permitted. Particularly when the data obtained by the workgroup showed that most institutions do not reinvest that funding in any inmate programs that would assist in reentry or community safety.

Any fees for pay to stay, and vastly inflated deposit fees that harm the most financially disadvantaged, should not be tolerated. Such fees also serve as a financial prohibition, limiting the availability of work release, electronic monitoring and weekender fees, which again sever crucial ties between those temporarily incarcerated and their communities, as well as prohibit people from supporting their families.

It is also incredibly important to mention that the costs and fees for basic communication and commissary are largely shouldered by family members of people who are incarcerated. Tax-paying individuals who are forced to shoulder incredible costs that largely do not go back to

Justice Forward Virginia Board of Directors

Brad Haywood | Andy Elders, Policy Director | Bryan Kennedy, Policy Director | Ashley Shapiro, Legislative Director

their loved ones but instead to the general budgets of the institutions that have little to no accountability in their spending. This process needs to end.

Finally, focusing on the possible cost increases to the institutions of these recommendations is solely an attempt to obfuscate the real issue-that people are being denied basic human rights because they cannot afford them, while the carceral institutions make profits. We agree that this topic needs to be approached seriously, and not be muddled by excuses and those who do not wish to change the profit driven status quo. While there would be a profit loss, there are endless solutions to ensure that the institutions are adequately funded, without assessing wildly inflated fees and costs to those who can least afford it.

Sincerely,

Justice Forward Virginia

Justice Forward Virginia Board of Directors

Brad Haywood | Andy Elders, Policy Director | Bryan Kennedy, Policy Director | Ashley Shapiro, Legislative Director

December 5, 2022

The Honorable Senator Joe Morrissey
The Honorable Senator John Cosgrove
The Honorable Delegate Amanda Batten
The Honorable Delegate Patrick Hope
Ryan McCord
Colleen Maxwell

RE: Public Comment for SB 581 and HB 1053 Workgroup

Dear SB 581 and HB 1053 Workgroup Leadership,



The ACLU of Virginia applauds legislators' creation of a bipartisan workgroup to carefully review current cost and fees that local and regional jails in Virginia charge incarcerated people and their families. Only by accurately assessing the current landscape can we move forward together.

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Shawn Weneta
Policy Strategist
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Although we are disappointed that vendors and jail administrators chose to stymie the group's work with redacted contracts and incomplete data that was repeatedly requested rather than collaboratively problem-solve with us, we remain confident in the workgroup's final report and urge its recommendations be adopted without exception.

This workgroup was composed of not only advocates, but of people directly impacted by the system of incarceration, and of those charged with keeping both them and the public safe.

All parties involved attested to how critical communication with loved ones is to the rehabilitation process. Yet as the workgroup reported, the financial burden of communication with loved ones – as well as of procuring other essential goods and services, including food and basic hygiene products – is falling on those least able to meet it.

The workgroup's conclusions, which the ACLU of Virginia supports, are therefore as follows:

Virginia's local and regional jails are charging too much for essential goods and services. Virginia's jails charge exorbitant prices for essential goods and services, forcing people who are incarcerated and their families to pay double or more what people typically pay. No one deserves to be exploited for profit, especially not the families of people who are incarcerated.



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Shawn Weneta
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The high fees that Virginia's local and regional jails charge for essential goods and services are not just the cost of doing business. Vendors aren't charging more because they have to or because their services automatically cost more inside prisons and jails. They're doing it because currently, in Virginia, they can. Vendors who win contracts with Virginia's prisons and jails are wooing administrators with perks and extras that the poorest Virginians have to finance.

The extra money Virginia jails are collecting isn't going where sheriffs say it is. Virginia's jails justify the unusually high prices they charge incarcerated people by claiming profits are used to fund programming they couldn't afford otherwise. But the most recent Commonwealth of Virginia Jail Cost Report showed that for some jails, the majority of the funds jails collected go nowhere near programming.

Perverse incentives are tripping up sheriffs. Kickbacks from companies providing Virginia jails with services amount to legal bribery. In Fairfax County, the contract between the sheriff's office and the jail communications vendor includes free tickets for a Caribbean cruise. Loopholes in the law must be closed.

When Virginia jails profit-gouge people who are incarcerated, the heaviest burden falls on their families. No one should have to go into debt to stay connected with their loved ones. But in Virginia, 1 in 3 families does exactly that. People who are incarcerated in Virginia have to buy essentials like toilet paper and soap even though they don't earn a wage. It's up to their loved ones outside of prison to make up the difference. The fees that Virginia's local and regional jails charge people who are incarcerated hit their loved ones the hardest.

People who are incarcerated in Virginia are a captive market, so it's up to lawmakers to make it a fair one. The heavy fees Virginia's local and regional jails charge amount to a regressive tax on some of the most vulnerable Virginians: 83% of them female, and the vast majority women of color. Jail profiteering currently extracts \$44 million from Virginians, disproportionately the poorest people in the Commonwealth. Companies providing services to Virginia jails don't have Virginians' best interests at heart: they're trying to maximize profit for their shareholders.



AMERICAN CIVIL LIBERTIES UNION

Virginia

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Connecting people who are incarcerated with their families is a powerful public safety tool. Studies have shown that people who are able to stay connected with their loved ones while they're incarcerated have higher rates of rehabilitation in prison and lower rates of recidivism out of it. But by charging people as much as 53 cents to send an email, Virginia's local and regional jails make it impossible for many families to stay connected. It's a matter of public safety to keep people focused on rehabilitation while they're incarcerated: that's how Virginia makes sure they'll be an asset to their communities when they're released. By preventing people who are incarcerated from accessing their biggest motivator – their families – Virginia's local and regional jail's high fees and fines are undermining public safety.

In conclusion, we'll say it again: people who are incarcerated in Virginia are a captive market, so it's up to lawmakers to be the market force, and to make the market to a fair one.

The ACLU of Virginia has every confidence that the workgroup's leadership will do just that.

Respectfully,

Shawn Weneta

Policy Strategist

The ACLU of Virginia