

Call Type	Surcharge	Per Minute Rate
Local:	\$ 2.43	\$ -
Long Distance In-State:		
Mileage 0-16	\$ 1.80	\$ -
Mileage 17-9999	\$ 1.80	\$ 0.17
Long Distance Out-of-State:	\$ 3.55	\$ 0.80

In the event the Contractor upgrades the current inmate telephone system or the Department Department contracts with a new Inmate Telephone Service Provider (ITSP), Contractor shall work with the Department, and the new ITSP, if applicable, to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Department.

Upon expiration, termination, or cancellation of this Agreement, Contractor shall accept the direction of the Department to ensure inmate telephone services are smoothly transitioned and transferred. At a minimum, the following shall apply:

- a. As it pertains to the Department, Contractor agrees that all Call Data Records (CDRs), call recordings, documentation, reports and data contained in the inmate telephone system are the property of the Department and shall be provided to the Department in a 1) workable, software-compatible format at no cost to the Department within seven (7) days following the expiration, cancellation, or termination of this Agreement or 2) Contractor shall supply one (1) workstation for each Correctional Facility which shall become the property of the Department after expiration, cancellation, or termination of this Agreement to allow the Department access to all CDRs, call recordings, documentation, reports and data.
 - b. Contractor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by the Department. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement until the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to the Department at the compensation rate provided in this Agreement until collect and pre-paid calls are no longer handled by Contractor.
 - c. All inside cabling and wiring to the physical inmate telephones shall remain the property of the Department at the conclusion of this Agreement. Contractor agrees to remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling and wiring associated with the inmate telephone system.
5. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement, together with this Amendment, may not be amended except by the mutual written agreement of the parties.