

EXHIBIT 16

You've Got Mail:
The promise of cyber communication in prisons and need for regulation

Knox County (TN) Contract Amendment with Paytel

PRISON
POLICY INITIATIVE



OFFICE OF COUNTY MAYOR TIM BURCHETT

Purchasing Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

Amendment to Contract No. 08-397

**Knox County Government
and
Pay Tel Communications, Inc.**

This Amendment to Agreement is made and entered into as of the 22 day of October, 2012 by and between Knox County Government ("Knox County"), and Pay Tel Communications, Inc. ("Contractor").

WITNESSETH:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by the County and the Contractor (the "Parties"), the parties hereby covenant and agree as follows:

1. County does hereby grant to Contractor the means to provide two-way inmate email, video visitation services and any future revenue-generating dorm kiosk services (the "Services") at all of the County's facilities for a term beginning on October 1, 2012 through September 30, 2014. Contractor will provide the services requested through its Distribution Agreement with Tech Friends, Inc. ("Vendor").

2. During said term, or any renewal thereof:

- a. Vendor shall cause, at its sole expense, the installation of hardware and software that is covered by this Addendum. Hardware shall include up to forty five (45) day-room kiosks. County agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties.
- b. Vendor will license, repair and service all equipment on a timely basis at its sole cost and expense. Vendor will update software as needed or available. Vendor will provide initial onsite training and additional Internet training as requested. Vendor will provide unlimited phone and email support during the standard business hours of 8 AM to 5 PM CST. After business hours and holidays, Vendor will provide a telephone number for emergency support.
- c. County will allow Vendor to increase the current lobby kiosk cash fee, money order fee and minimum credit card transaction fee from \$2.50 to \$4.95 at all of the County's facilities.

- d. County will allow Vendor to charge \$.50 for each email sent using the day-room kiosks. County will also allow the Contractor and Vendor to charge \$.50 for each inbound email initiated by an outside party.
 - e. County will allow Vendor to charge \$5.99 for each 15 minute remote video visitation session.
 - f. Contractor and Vendor shall be responsible for the determination of transaction and service fees which are subject to review and approval by County. Approval of any increases will not be unreasonably withheld.
 - g. All equipment and software associated with the day-room kiosks shall at all times remain the property of the Vendor. Vendor shall remove equipment and software promptly upon expiration or termination of the Agreement. The data from the software is the property of the County and will be returned to County once removed from hardware.
 - h. Vendor will provide a phone number whereby the general public may obtain approved inmate information. Customer agrees to a \$.05 per call charge to be added to each billable inmate call initiated at Knox County Jail facilities.
3. Contractor and Vendor shall maintain full service to the County's facilities up to the actual date of termination by either party. Contractor shall also continue the Revenue Sharing percentage of 43.75% as stated in Contract 08-397 for all billable revenue generated from the video visitation system.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date first written above.

Knox County Government

By: [Signature]
 Tim Burchett
 Knox County Mayor

Pay Tel Communications, Inc.

By: [Signature]
 Name: VINCENT TOWNSEND
 Title: PRESIDENT

Contract No. 12-197
 Approved as to Legal Form

By: [Signature]
 Knox County Law Director

Date: 9/6/12