

AMENDMENT #1
CONTRACT #0000000000000000000038061

This is an Amendment to the Contract (the "Contract") previously identified as EDS # **D12-19-17055** entered into by and between the Indiana Department of Correction (the "State") and GLOBAL TEL LINK CORP (the "Contractor") approved by the last State signatory on **7/24/2018**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Parties acknowledge that the commencement of actual performance under the contract, due to no fault of either party, commenced February 1, 2019. To account for this actual commencement date, Paragraph 3 (Term) is deleted in its entirety and replaced as follows:

"This Contract shall be effective for a period of a four (4) year initial base term Agreement and may be renewed for an additional four (4) one (1) year option terms (each a "Renewal Term"), for a total of eight (8) years. It shall commence on **February 1, 2019** and shall remain in effect through **January 31, 2023**."

2. The consideration during this extension period is **\$0.00**.
Total remuneration under the Contract is not to exceed **\$0.00**.

3. As soon as reasonably practicable from the Effective Date of this Amendment, Company shall provide certain IP-Enabled content. Exhibit A, Service Schedule, IP-Enabled Services, Paragraph 7, Enhanced Services and Accessories Rates is modified to add item I below:

"I. FM radio: Free (no charge) for the following facilities: LaPorte Juvenile Correctional Facility, Logansport Juvenile Correctional Facility and Pendleton Juvenile Correctional Facility."

4. Exhibit C, Payment Services Schedule is hereby modified to add the following sentence to the scheduled under "Trust Services", Page 1:

"Friends and family may mail money orders for trust deposits to the Company lockbox at no additional charge."

5. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

As required by 25 IAC 5-6-2(b), the following Division certified MBE or WBE subcontractor(s) will be participating in this Contract during the extension period. This participation represents an increase of **0** % above the original MBE and/or WBE commitment.

MBE or WBE PERCENT	COMPANY NAME	PHONE	CONTACT PERSON
MBE 24029 20.9%	Sondhi Soutions	317-238-3456	Jason Sondhi
MBE 6310 5.1%	BCforward		Justin Christian

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:

24029 Technology Services
6310 Technology Services

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

B. Indiana Veteran Owned Small Business Enterprises Compliance.

As required by 25 IAC 9-4-1(b), the following certified IVOSB subcontractors will be participating in this Contract during the extension period. This participation represents an increase of **0** % above the original IVOSB commitment.

IVOSB PERCENT	COMPANY NAME	PHONE	CONTACT PERSON
VBE 35074 3.4%	Vespa Group	317-558-3198	Tony Vespa

Briefly describe the IVOSB service(s)/product(s) to be provided under this Amendment and include the estimated date(s) for utilization during the extension period:

35074 Project Management Services

A copy of each subcontractor agreement must be submitted to IDOA's IVOSB Division within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify

subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

6. Tax-Exempt Bond Requirements

Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the State with respect to the managed property. Both parties acknowledge that the Contractor does not have any role or relationship with the State that, in effect, substantially limits the State's ability to exercise its rights under this Contract.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

GLOBAL TEL LINK CORP

Indiana Department of Correction

By: 

By: 

Alicia Freeman

Title: Chief fo Staff

Title: VP Contracts & Procurement

Date: 3/3/2020

Date: March 3, 2020

<p>Electronically Approved by: (if applicable) Indiana Office of Technology</p> <p>By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>