

AMENDMENT #2
CONTRACT #0000000000000000000038061

This is an Amendment to the Contract (the "Contract") 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 Contract is hereby extended for an additional period of **four years**. It shall terminate on **January 31, 2027**.
2. **This is a Revenue Generating contract for the Indiana Department of Correction.** The consideration during this extension period is **\$0.00**. Total remuneration under the Contract is not to exceed **\$0.00**.
3. This Amendment shall set **new rates and commissions** to comply with new Federal Communications Commission ("FCC") Orders and Rules as described in the attached letter dated October 22, 2021, which is attached to this Amendment as **Exhibit F**.
4. 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	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
MBE 6310	BCforward	317-493-2000	legal@bcforward.com	5.1
WBE 24029	Sondhi Solutions	317-238-3456	jason@sondhissolutions.com	20.9

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:

MBE 6310 Technology Services 7/1/2018

WBE 24029 Technology Services 7/1/2018

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity 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 the Division of Supplier Diversity, 402 W. Washington Street Room W-462, 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 of Supplier Diversity 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 of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

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 COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
35074 Vespa Group	317-533-6247	vespa@vespa-group.com	3.4

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 7/1/2018

A copy of each subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity 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-462, 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 Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the 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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

DocuSigned by:
By: *Alicia Freeman*
1D63F939020141E...

Indiana Department of Correction

DocuSigned by:
By: *Randall Patrick Koester-00615*
9BF875F761634D4...

Title: VP, Contracts & Procurement

Title: Chief of Staff

Date: 1/12/2022 | 13:43 EST

Date: 1/12/2022 | 10:53 PST

Electronically Approved by: (if applicable) Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit F



3120 Fairview Park Dr.
Suite 300
Falls Church, VA 22042
www.gtl.net

October 22, 2021

VIA OVERNIGHT MAIL AND ELECTRONIC MAIL

**Indiana Department of Corrections
Attn: Commissioner
302 West Washington Street, Rm. E334
Indianapolis, Indiana 46204**

**Indiana Office of Technology
Chief Technology Officer
100 N. Senate Avenue, Room N 551
Indianapolis, Indiana 46204
Email: CREagle@idoc.IN.gov**

Re: Pending Amendment to Agreement

Dear Sir or Madam:

Global Tel*Link Corporation (“GTL” or the “Company”) and Indiana Department of Corrections (the “Premises Provider”) are parties to a certain **Contract #0000000000000000000019575 (ITS)**, dated June 8, 2011, and **Contract #0000000000000000000038061**, dated July 24, 2018, as amended from time to time (the “Agreement”).

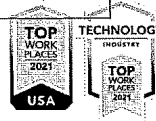
Effective October 26, 2021, GTL must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission (“FCC”) Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No.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

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and GTL must implement certain changes to inmate telephone service rates and ancillary service charges or face steep penalties imposed by the FCC for failure to comply with the law. Per the parties’ verbal agreement to the changes in the written Amendment to the Agreement that is pending (the “Amendment”), GTL will implement the following changes effective October 26, 2021, or the effective date of the FCC Order, whichever is later:

1. In compliance with the FCC Order and FCC Rule 64.6020, Ancillary Service Charges shall be no more than the following amounts effective October 26, 2021, or the effective date of the FCC Order, whichever is later:

Ancillary Service Charges.

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction



Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$1.19 per transaction, plus the adopted per-minute rate

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

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$ 0.14 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$ 0.14 per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order.

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

The 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.

3. **Commissions.**

- a. **ITS Commission.** Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be thirty-seven and a half percent (37.5%) of each completed billable ITS call, which shall be paid within forty-five (45) days following the month in which the call took place (“ITS Commission”).
- b. **Administrative Facility Fee.** Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, Company shall pay Premises Provider an annual administrative facility fee of two hundred thousand dollars (\$200,000) (“Administrative Facility Fee”), payable as a one-time payment within thirty (30) days of the anniversary date of the Agreement.

- c. **Service Level Agreements.** As soon as reasonably practicable following the Effective Date of the FCC Order, Company agrees to provide Premises Provider with Service Level commitments guaranteeing minimum performance criteria to be provided by Company to Premises Provider. To the extent that Company's service to Premises Provider falls beneath mutually agreed SLAs, Company agrees to pay Premises Provider penalty payments as mutually agreed upon by the Parties; *except that*, under no circumstances shall Company's obligations to pay penalties under the Agreements, including for any SLAs, exceed five hundred thousand dollars (\$500,000) per year, in the aggregate. No modifications, additions, or revisions of the SLAs shall be effective or binding on Company unless agreed to in writing by the Parties.

- d. **Fusion Analysts.** Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, Company shall maintain the provision of eight (8) fusion analysts who work under the direction of State investigators and assist in delivering actionable intelligence from legally seized contraband phones and other data sources. The duties of these analysts may continue to include:
 - i. Forensically processing contraband phones legally seized from State offenders.
 - ii. Mining analytical data to establish trends within State facilities.
 - iii. Working with State investigators to target potential areas of interest.
 - iv. Establishing a fundamental understanding of facility operation to include data sources available for analysis.
 - v. Proactively seeking actionable intelligence through GTL intelligence products to facilitate State objectives and mission.
 - vi. Facilitating the production of detailed reports to the State regarding findings supplied through GTL intelligence products.
 - vii. The forensic analyst positions shall be located onsite at locations to be determined by the State.

- e. **Site Administrators.** Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, Company agrees to maintain the provision of personnel from BC Forward who serves as the State Manager, Site Administration Technicians and other Technicians required to meet the needs of the Premises Provider.

The foregoing commission contained in Paragraph 3 of this letter shall replace any and all ITS commissions or other monies payable for or on account of ITS services under the Agreements by Company to the Premises Provider, or to any fund or third party designated by Premises Provider, (including but not limited to the \$100,000 monthly payment due for cell phone interdiction and deterrence plan, Amendment # 1 Dated June 8, 2011), and the \$625,000 annual payment which began in February 2020 (Amendment 5 Dated March 3, 2020).

4. **Tablet Repair Center.** Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, Company agrees to partner with Premises Provider to establish and implement an on-site trial Tablet Repair Center ("GTL Tablet Repair Center"). In furtherance of the GTL Tablet Repair Center, Company agrees to teach and train incarcerated adults in how-to repair and maintain GTL provided tablets in the GTL Tablet Repair Center. No later than July 1, 2022, Company agrees to pilot the GTL Tablet Repair Center.

5. The Parties agree to extend the Agreements for an additional four (4) years from January 31, 2023, to January 31, 2027.

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 the Amendment to the Agreement. Thank you for your cooperation on this matter.