

AMENDMENT #5

CONTRACT #0000000000000000000019575

This is an Amendment to the Contract (the "Contract") previously identified as EDS # D12-1-090 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 6/8/2011.

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

1. The Contract is hereby extended from **July 8, 2020** to **January 31, 2023**, and may be renewed for an additional four (4) one (1) year option terms (each a "Renewal Term").

It shall terminate on **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. In consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:
 - a. The **Commissions** to the **IDOC** from **Inmate Calling Services** revenue as defined in the Original Contract, Exhibit A, to the Agreement shall remain unchanged and shall continue through the extension period. **Contractor's rates for Inmate Calling Services** as defined in the Original Contract, Exhibit A, also remain unchanged and shall continue through the extension period.
 - b. **Commissions** on revenue from **Voice Communications** completed using both wall telephones and tablets contract (D12-19-17055 / E-Contract 38061) shall be the same and in conformity with this Contract's Exhibit A.
 - c. In addition to commissions in Clause 3, Item (a) and (b) above and additional commission payments as described in Amendment 3, Exhibit A-1 Contractor shall pay the State the following:
 - i. One additional annual payment of Six Hundred and Twenty Five Thousand Dollars (\$625,000) a year (to be paid monthly) commencing February 2020, and
 - d. As soon as reasonably practical from the Effective Date, Contractor shall implement the following Enhanced Service for Inmate Telephone Service – Advanced Keyword Search (statewide)

e. The number of forensic analysis provided by the Contractor to work under the direction of IDOC investigators to assist in delivering actionable intelligence from legally seized contraband phones and other data sources shall be increased from four (4) analysts to eight (8) analysts. GTL will post jobs within thirty (30) days of the Effective Date; and will be hired as soon as reasonably practical upon approval of candidates by Contractor and IDOC. The duties of these analysts may include:

- i. Forensically process contraband phones legally seized from IDOC offenders.
- ii. Mining the analytical data to establish trends within IDOC facilities.
- iii. Working with IDOC 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 IDOC objectives and mission.
- vi. Facilitating the production of detailed reports to the IDOC regarding findings supplied through GTL intelligence products.
- vii. The forensic analyst positions would be located onsite at locations to be determined by the IDOC.

f. As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as **Exhibit D**, shall be delivered to Premises Provider:

- i. Enhanced Services – Inmate Telephone Service (ITS) (**Exhibit D**).

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/WBE PHONE COMPANY NAME SCOPE OF PRODUCTS/SERVICES UTILIZATION DATE AMOUNT

MBE 317-493-2017, BCforward, Information Technology Services, utilization expected upon contract award, \$5,270,569.05 over four years

WBE, 317-757-8764, CSCI Consulting, Information Technology Services, utilization expected upon contract award, \$5,157,950.05 over four years,

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.

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

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_CNTRCTS.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

Indiana Department of Correction

By: 

By: 

Alicia Freeman
Title: VP Contracts & Procurement

Title: Chief of Staff

Date: 3/3/2020

Date: March 3, 2020

Electronically Approved by: (if applicable) Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, 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) Curtis T. Hill, Jr., Attorney General

**Exhibit D
Inmate Telephone Service
Service Schedule**

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

1. Features.

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

GTL Enhanced Features
Advanced Keyword Search

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to make alterations or attachments to the Equipment.

2. Inmate Telephone Services.

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

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Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. Compensation.

Remuneration shall be **Forty-three and a half percent (43.5%)** of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Company collects for, or pays 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. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

In addition to the foregoing, Contractor shall pay the state the additional payments as defined in this Amendment 4, Para 2 and Amendment 3, Exhibit A-1 Paras B. and D.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

**Indiana Department of Correction
302 West Washington Street, Rm. 334
Indianapolis, Indiana 46204
Attn: Christina Reagle**

4. Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate ITS calls made using a collect format: \$0.21 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.24 per minute of use.
- d) 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.

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5. **Single-Call and Related Billing Arrangements for Inmate Telephone Services.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

6. **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 any telephone recording 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 telephone 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 provides to Premises Provider under this Agreement 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.

b. **Exclusivity.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at a Premises Provider facilities; provided, however, that Company may choose to not exercise this exclusive right.

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