

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS # 82140	Amendment CMS # 86708
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Global Tel*Link Corporation (hereinafter called "GTL" or "Contractor" or "Company"), and the STATE OF COLORADO acting by and through the Colorado Department of Corrections (hereinafter called the "State" or "CDOC" or "Premises Provider").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The CDOC entered into a contract with GTL in which GTL has agreed to provide Inmate Telephone Services ("ITS") for the term of this Contract. Under this Amendment to the Contract, the CDOC also desires to implement Exhibit B (Mobility Service), Exhibit C (Video Visitation and Management Solution), and Exhibit D (Payment Solutions, Inmate Trust Deposits).

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows: Exhibit B (Mobility Service), Exhibit C (Video Visitation and Management Solution), and Exhibit D (Payment Solutions, Inmate Trust Deposits) are hereby implemented and made effective upon the execution of the Amendment #1 to the original Contract. Exhibit B (Mobility Service), Exhibit C (Video Visitation and Management Solution), and Exhibit D (Payment Solutions, Inmate Trust Deposits) are attached for reference only; no changes have been made to any exhibit as contained in the original Contract.

7) START DATE

This Amendment shall take effect on the Effective Date.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

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9) SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

Global Tel*Link Corporation
Jeffrey B. Haidinger, President and COO



By: Jeffrey B. Haidinger, President and COO

Date: 1/29/16

STATE OF COLORADO
John W. Hickenlooper, Governor
Colorado Department of Corrections
Rick Raemisch, Executive Director




By: Dennis Dunsmoor, Director
Colorado Correctional Industries

Date: 1.21.2016

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Lenny Merriam, Controller Delegate

Date: 2/1/16.

EXHIBIT B – MOBILITY SERVICE

**Exhibit B
Mobility Service**

- I. Overview. Company shall supply the products and services needed to deploy Company's enhanced communications services ("Mobility Service") at certain Premises Provider locations, as further described in this Exhibit. Inmates shall have access to the Mobility Service through the Tablets (as defined below). The Tablets shall connect to Company's secure network through wireless access points deployed at the Locations (as defined below), provided, however, that access in any Location may not be ubiquitous, and may have gaps, depending on Location characteristics.
- II. Deployment Locations. The Mobility Service shall be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate the Mobility Service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Mobility Service at such Location(s), including the failure by Company to recover the Expenditure (as defined below) within twenty four (24) months following the deployment of the Mobility Service at the Locations.
- a. Locations.

Building	Location Description	# of Tablets to be Deployed
Arkansas Valley (AVCF)		Inmate ADP
Arrowhead (ACC)(CMC)	ECAN	Inmate ADP
Bent County (BCCF)		Inmate ADP
Buena Vista (BVCF)		Inmate ADP
Centennial (CCF)	ECAN	Inmate ADP
Cheyenne Mountain (CMRC)		Inmate ADP
Crowley (CCCF)		Inmate ADP
Golden (CCC)		Inmate ADP
Colorado State Penitentiary(CSP)	ECAN	Inmate ADP
Delta(DCC)		Inmate ADP
Denver Reception(DRDC)	DRDC	Inmate ADP
Denver Women's (DWCF)	DRDC	Inmate ADP
Four Mile(FMCC) (CMC)	ECAN	Inmate ADP

Fremont (FCF)	ECAN	Inmate ADP
CSP II		Inmate ADP
Kit Carson (KCCF)		Inmate ADP
LaVista LVCF)	Pueblo	Inmate ADP
Limon (LCF)	Pueblo	Inmate ADP
Rifle (RCC)		Inmate ADP
San Carlos (SCCF)	Pueblo	Inmate ADP
Skyline (SCC)(CMC)	ECAN	Inmate ADP
Sterling (SCF)		Inmate ADP
Colorado Territorial (CTCF)	CTCF	Inmate ADP
Trinidad (TCF)		Inmate ADP
Youth Offender (YOS)	Pueblo	Inmate ADP
COHQ Headquarters		Inmate ADP
Colorado Springs Headquarters		Inmate ADP
Lincoln Parole		Inmate ADP

ECAN = East Canon
CTCF = Territorial
DRDC = Denver
Pueblo = Pueblo Complex

III. Company Provided Equipment, Services and Cabling. Company shall supply equipment, services, and cabling at no cost to Premises Provider, as follows. Company shall retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling shall become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Mobility Service in any Location(s), Premises Provider shall collect and deliver to Company all Tablets assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

a. Equipment and Hardware.

i. Tablets. Company shall supply up to **Eighteen Thousand (18,000) Inspire™** mobile tablets (individually "Tablet" and collectively "Tablets") for the duration of the Agreement, subject to the following limitations.

1. Each Inmate assigned a Tablet must agree to accompanying terms and conditions in order to be granted use of the Tablet.
2. Company shall provide one set of earphones to each Inmate supplied a Tablet, and shall supply replacement earphones for

purchase by the Inmate through Premises Provider's commissary service.

3. Company shall not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion.
 4. Company shall replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following:
 - a. Company shall have no obligation during any twelve (12) month period to replace or repair in any housing unit within a Location more than five (5) Tablets or a number of tablets equal to five (5%) percent of the Tablets deployed at that housing unit, whichever is greater;
 - b. Company may cease providing the Mobility Service at any housing unit within a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that housing unit, whichever is greater.
 5. Company may replace, upgrade, or substitute any or all of the Tablets at any time.
- ii. **Additional Hardware and Cabling.** Company shall provide all hardware, cabling, and circuits necessary to deploy the Mobility Service at the Locations, subject to the following.
1. **Charging.** Company shall supply one (1) wall charger with each Tablet.
 2. **Access Points.** Company shall install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

b. Services

- i. **Telephone Calls.** Company shall enable Tablets for outbound telephone calls through the Inmate telephone platform Company operates on behalf of Premises Provider. The calls shall include the features and functionality associated with the Inmate telephone platform, including system settings, investigative capabilities, and security features. Inmates shall use headphones, which are equipped with a microphone, to complete calls.
- ii. **Content.** Company shall make available for purchase certain content that may be loaded on or accessed through the Tablets, including

music, games, email, and such other content as may be agreed upon in writing by the Parties. The content shall be provided on subscription bases that terminate upon Company no longer providing Premises Provider with the Mobility Service, the release or transfer of the Inmate from the Locations, or the violation by the Inmate of the terms of use for the Tablet, including nonpayment for a subscription. Applications shall be supplied on a rolling basis as soon as reasonably practicable following deployment of the Mobility Service. Company reserves the right to alter or discontinue any content. Company shall work in good faith to supply educational content through the Tablets that is generally suitable for the Inmate population based on industry standards and Premises Provider requirements, except, however, Company shall not be required, and Premises Provider shall assume, any cost of delivering such content to Inmates that exceeds in any year a retail value of \$500,000.

- iii. **Debit Link Accounts.** All Inmate content and email purchases (not including charges for Inmate telephone calls) shall be completed using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the Inmate (individually "Debit Link Account" and collectively "Debit Link Accounts"). Once purchased, Link Units may only be returned to an Inmate's trust account or otherwise redeemed by the Inmate (as applicable) upon termination of the Mobility Service at all Locations or upon an Inmate's release. All Link Units purchases by inmate friends or family are final. Inmates may fund the Debit Link account by transferring monies from their trust account. Company does not charge fees associated with transfers from the Inmate trust account. Inmate friends and Family may fund an Inmate's debit link account by deposits made through the Company web site or IVR. There are transaction fees associated with friends and family deposits made through web and IVR based on the following table:

Transaction Fees For Debit Link Accounts

Deposit Amount*	Fee
Up to \$20	\$2.00
\$20.01 to \$100.00	\$3.50
\$100.01 to \$200.00	\$4.50
\$200.01 to \$300.00	\$6.00

* The maximum single deposit amount is \$300.

- iv. **Support and Maintenance.** Company will provide all support and maintenance services for the Mobility Service, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests, provided, however, reports or requests involving the security features of the Tablets shall have priority. Premises Provider acknowledges that the resolution of certain hardware and software events shall be subject to supply chain lead

times, and that Tablets shall not be available while being repaired or maintained.

- IV. Pricing.** Company may apply the following charges on the use of the Tablets, provided, however, that Company may in its discretion change any pricing other than pricing for Inmate telephone calls.
- a. Inmate Telephone Calls:** Inmate telephone call charges are as set forth in Exhibit A of this Agreement.
 - b. Email:** \$0.49 per message sent, provided, however the rate shall increase in accordance with increases by the U.S. Postal Service for the cost of first class mail stamps.
 - c. Games.** Tiered monthly subscription, priced from \$5.00 to \$15.00 per month. Games may also be sold on an individual basis or provided for free.
 - d. Music:** Up to \$19.99 per one month subscription. For current inmates (who are assigned a Tablet) who have already purchased music from the previous tablet vendor at Premises Provider facilities, Union Supply, Company shall credit each such inmate's Debit Link Account with a value equal to the amount the inmate spent on music with Union Supply, up to an aggregate amount, for all inmates combined, of \$300,000. If the aggregate purchases from Union Supply exceed \$300,000, each inmate shall be credited a percentage of what they spent, determined by dividing \$300,000 by the total amount spent by all the inmates. Inmates shall be able to spend these credits on streaming music, email, e-books, games or any other paid content available through the use of the Tablets.
 - e. Replacement Headphones:** Up to \$2.49.
 - f. Replacement wall chargers:** Up to \$6.99.
- V. Premises Provider Obligations.**
- a. Technology.** Premises Provider must allow:
 - i. The installation and use of Wi-Fi at all Locations;**
 - ii. the use of wired earphones and lithium batteries for the Tablets;**
 - iii. Inmate access to electrical outlets for wall chargers (as applicable); and**
 - iv. to be accessed through the Tablets wireless inmate telephone calls, music, paid games, inmate email, and any other content agreed upon by Premises Provider and Company.**
 - b. Operations.** Premises Provider must:
 - i. Assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets;**

- ii. allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up;
 - iii. allow the creation of Debit Link Accounts for Inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets;
 - iv. facilitate the integration of Inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any;
 - v. allow inmate per-call duration of not less than sixty (60) minutes;
 - vi. allow the use of Tablets throughout the Locations;
 - vii. facilitate the recycling and reuse of tablets each time a Tablet is re-assigned to a new inmate;
 - viii. provide Company with secure space to store Tablets and other Company equipment associated with the Mobility Service;
 - ix. provide at its expense all necessary power and power source; and
 - x. designate a single point of contact who is authorized to act on behalf of the Premises Provider on all matters involving the Mobility Service.
- c. Use and Alteration. Premises Provider shall assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider shall only allow the Tablets to be used for their intended purpose, and shall not allow any third party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with the Mobility Service.

VI. Additional Terms.

- a. Monitoring and Recording. Premises Provider acknowledges that the Mobility Service provides Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record calls made through the Tablets, read emails sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, 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 monitoring and recording capabilities supplied through the 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.

b. Liability.

COMPANY AND ITS SUPPLERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET USERS, INMATES OR COUNTY PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXHIBIT C
Video Visitation and Management Solution

Overview.

Company shall provide a complete, secure Video Visitation System (VVS) solution to facilitate offender communications with families, friends, and attorneys.

Company's VVS is an all-encompassing solution developed specifically for correctional facilities. The system's modular design allows the implementation of the functionality that CDOC is currently seeking with additional functionality available for deployment and activation as policies and other factors change over time. Managing face-to-face visits, on-site visits, or remote visits can all be done using this modularly-based platform, equipping CDOC with tools to effectively manage every aspect of the inmate visitation environment. Our scalable visitation management software has an easy-to-use interface that allows CDOC to deliver exceptional service to the community and greater security for the facility while eliminating the chaos so often associated with visitation.

Services

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) 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 the Company's obligations hereunder. The Company reserves the right to control unbillables, bad debt and fraud.

The installation of software and/or hardware on Company provided equipment is prohibited unless authorized. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on third party equipment.

Company also does not furnish, maintain or provide consumables for peripheral equipment. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

Premises Provider and Company shall use best efforts to promote video visitation at the Facility for paid remote video visitation, including: 1) make

video visitation available for paid remote visits for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; 2) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Facility locations, IVR recordings, the Web, and press releases; 3) Allow Company to have promotional pricing to make video visitation an attractive alternative.

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 Video Visitation recordation 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 video visitation 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 acknowledges that all video visitation detail records (DRs) and video visitation recordings contained in the equipment 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.

Software

- Visitation Software Deployment Strategy
 - Company shall deploy a hosted application server in the Company video visitation data center. A Gatekeeper server, Recording server, and Storage server shall be installed onsite at one DOC facility to increase performance and decrease internet bandwidth requirements. The servers shall be deployed at whichever facility shall be handling the highest volume of video visits (onsite or remote visits) and the highest volume of live video visitation monitoring.
- Visitation Scheduling
 - Unlimited number of user licenses for the Company Scheduling Software
 - Facility Registration and Scheduling
 - Public Web-Based Registration and Scheduling
 - Multilingual web interface (English, Spanish)
 - Professional Web-Based Registration and Scheduling
 - Visitor Kiosk Registration and Scheduling

- **Face-to-Face, On-Premises, and Remote Visitation Management**
 - Manage public and professional visits
 - Manage non-contact and contact visits
 - Manage on premises video visitation and remote video visitation
 - Establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits
 - Officer check in for all on premises visits
 - Officer video check-in prior to remove video visitation start
- **Fully Configurable Policies**
 - Quotas for inmates and visitors, by day or by week, ability to set different quotas for different housing units
 - Assign staff users to user groups with specific privileges
 - Inmate and visitor restrictions
- **Automated Conflict Checking**
 - Inmate and Station Availability
 - Event Management
 - Inmate and Visitor Quotas
 - Housing Unit Visitation Schedules
 - Inmate and Visitor Restrictions
 - Visitation Center Hours
 - Number of Visitors Per Visit
- **OMS Integration**
 - One-way data transfer from OMS: XML view or Database View
 - Option to import inmate events from OMS including restrictions and approved visitors (requires XML integration)
- **Live Monitoring & Recording**
 - Live audio and video monitoring for all public video visits (professional video visits are encrypted to prevent live monitoring)
 - Recording of all public video visits (professional video visits are encrypted to prevent recording). Recorded visits to be stored for 60 days.
- **Cancellation Notifications**
 - Automated Inmate Updates and Cancellation Notices
 - Cancellation notices via email and automated phone messages
- **Data Reports**
 - Upcoming visitation reports for an entire facility or specific housing unit
 - Who visited whom and how many times (day, week, month, etc.)
 - Visitation types (e.g. normal, professional, etc.)
 - Visitations by housing unit, day of the week, or specific time, location
 - Housing Unit Reports- which station an inmate needs to be at, and at what time
 - Formats include PDF, XLS, and HTML
 - Total visitations by day, week, month, etc.

- Visitor Warrant Check
 - Allows facility to export visitor registration information for 3rd party warrant check services and import warrant check results

Hardware

550 Inmate Visitation Units

60 Visitor Visitation Units

Rates

Any on-premise video visits beyond those free visits that are required by law will incur a charge of \$0.40 per minute for the duration of the visit.

Remote video visits shall be charged in accordance with the table below. There shall be 10 and 25 minute visits allowed.

Visit Duration	Charge to Visiting Party
10 Minutes	\$4.00
25 Minutes	\$10.00

EXHIBIT D – PAYMENT SOLUTIONS, INMATE TRUST DEPOSITS

EXHIBIT D Payment Solutions Inmate Trust Deposits

Overview

Company's best-in-class inmate trust deposit solutions ("Company Payment Solutions") offers correctional facilities an end-to-end system for the timely and secure processing of funds. Our solution starts from the moment the prisoner arrives at a CDOC facility until he or she is released. Our solution helps automate labor-intensive and time-consuming processes while providing seamless, real-time integration across accounts and transactions.

Services

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment needed for all payment channels described below; b) the transfer of all funds accepted via any of Company's payment channels; and c) supplying marketing and promotional materials. Company shall initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank on the next business day after the deposits are authorized and accepted by Company. Company reserves the right to implement controls necessary to limit bad debt and fraud, including limit the number of deposits into any one account, provide a deposit limit or ceiling for a single transaction, and restrict the number of payments from any source or individual.

Premises Provider shall: a) provide access to power for kiosks; b) work with Company to promote the Company Payment Solutions being provided; c) make inmate friends and family aware of the availability of the Company Payment Solutions through the Premises Provider website and other mutually agreeable methods of advertising; d) provide a reference link from the Premises Provider website to a URL designated by Company for the sole purpose of promoting the Company Payment Solutions. Premises Provider shall cooperate with Company in its efforts to prosecute fraudulent transactions and recover bad debt, including provide account user information and balances.

Payment Channels

Lobby Kiosk – Located in areas agreed upon by Premises Provider and Company. Company's Lobby Kiosks accepts cash, credit/debit cards from friends and family who want to add monies to inmate trust accounts.

Mobile – Company provides Android & Apple downloadable mobile apps and a mobile-friendly website to facilitate credit/debit card payments from a smartphone.

Online – Users can complete a transaction in minutes by accessing Company's online, secure website portal and entering the required account information. It is secure, convenient, easy, and fast with online support available if users have questions.

Phone- Provides a toll-free number that walks users through a transaction step-by-step to make a secure transaction on their phone using either a land line or cell phone.

Walk-In Retail – Payments can safely and securely conduct transactions at select retailers through a network of neighborhood-based payment centers across the country using cash or credit/debit cards. Users simply inform the store clerk they are making a Company payment and provide the Facility# (DOC ID) and the Account #.

Transaction Fees

Trust Fund Deposit Range	cc/dc Fee (all channels)	Cash – Lobby Kiosks	Cash –Walk-in Retail
\$0 - \$20	\$2.75	\$2.75	\$4.75
\$20.01 - \$100	\$4.75	\$2.75	\$4.75
\$100.01 - \$200	\$5.75	\$2.75	\$4.75
\$200.01 - \$300	\$7.75	\$2.75	\$4.75

Maximum single deposit amount is \$300.00.