

EXECUTIVE SUMMARY

SCOPE OF SERVICES: (Make this information brief, but descriptive enough so that it may be easily understood.)
To extend contract for Inmate Telephone Services

Please check appropriate box:

CONSULTANT CONTRACT, NEW	<input type="checkbox"/>	INTERGOVERNMENTAL AGREEMENT	<input type="checkbox"/>
CONSULTANT CONTRACT, RENEWAL	<input type="checkbox"/>	INTERAGENCY AGREEMENT	<input type="checkbox"/>
LETTER OF AGREEMENT, NEW	<input type="checkbox"/>	WORK DETAIL, NEW	<input type="checkbox"/>
LETTER OF AGREEMENT, RENEWAL	<input type="checkbox"/>	WORK DETAIL, RENEWAL	<input type="checkbox"/>
LEASE AGREEMENT	<input type="checkbox"/>	CONSTRUCTION CONTRACT, NEW	<input type="checkbox"/>
MEMORANDUM OF UNDERSTANDING	<input type="checkbox"/>	CONTRACT AMENDMENT	<input checked="" type="checkbox"/>

CONSULTANT/CONTRACTOR:		Global Tel*Link	
ORIGINATING UNIT:	Administration	CONTACT NAME:	Scott Poitevint
TELEPHONE:	478-992-6326	TODAY'S DATE:	May 30, 2013

Effective Date	July 1, 2013	Termination Date	June 30th, 2014
Renewal Option	Yes	Organization Number	
Purchase Order Number		Subclass	
Amount Of Amendment		Project Number	
Amendment Number	12	Program Number	
GSFIC Project Number		Account Number	
Payment Terms		Total Contract Amount	

Is this a Minority Vendor?	NO
Is this a Non-Profit Organization?	NO
Was Competitive Bidding Sought?	NO

If Competitive Bidding has not been sought, Explain: Received contract extension waiver from DOAS State Purchasing in order to have sufficient time to develop and bid new contract and to allow sufficient time to migrate to new phone system once contract is awarded.

The Information in this box is True and Correct.

Signature of Contact Person

FOR CENTRAL OFFICE USE ONLY

DIVISION DIRECTOR APPROVAL

BUDGET OFFICE APPROVAL

CONTRACT ADMINISTRATION APPROVAL

LEGAL OFFICE APPROVAL

Scott Poitevint
 _____ Date 5/30/13
 X *Becky Eiter* _____ Date 5/30/13
 _____ *KSP* _____ Date 6/3/13
 _____ *[Signature]* _____ Date 6/3/13

TWELFTH AMENDMENT TO CONTRACT FOR INMATE TELEPHONE SERVICES

THIS TWELFTH AMENDMENT ("Amendment") to the contract for Inmate Telephone Services originally entered into on May 3, 2001 ("Original Agreement") is entered into as of June 4, 2013, by and between the Georgia Department of Corrections ("Department"), an agency of the State of Georgia, and Global Tel*Link Corporation ("Contractor"), the assignee of "MCI WorldCom Communications, Inc." d/b/a/ Verizon Business, a company duly authorized by law to transact business in the State of Georgia.

The purpose of this Amendment is to extend the Agreement for twelve (12) additional months and require Contractor to implement AdvancePay (pre-paid collect).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions continued in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Amendments are unchanged. The Agreement, including all amendments shall be referred to as the "Agreement." All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
2. The Department and Contractor hereby agree to extend the term of the Agreement for twelve (12) additional months commencing on July 1, 2013 and terminating at 11:59 p.m. on June 30, 2014. At its sole discretion, the Department shall have the right to remove a Correctional Facility or Correctional Facilities from this Agreement during the extension term herein by providing Contractor thirty (30) days written notice. If the Department removes all Correctional Facilities prior to the twelve (12) month extension, said Agreement shall terminate upon the removal of the last Correctional Facility. The Department and Contractor agree that the commission rate during the term provided for in the Amendment shall be 60%.
3. Effective, July 1, 2013, the Department and Contractor hereby agree to modify the requirements of paragraph 2.1.2 of Volume I: Technical Proposal of the Request for Proposal to include the provision of providing the capability for inmates to make AdvancePay calls to telephone numbers that are verified contract cell phones or telephone numbers that cannot otherwise receive traditional collect calls. AdvancePay allows family members, friends, and other authorized persons that inmates call to set up a prepaid calling account for their respective telephone numbers without the restrictions of standard billing. The Department and Contractor agree that the commission rate for AdvancePay calls during the term provided for in the Amendment shall be 60%. The calling rates for AdvancePay telephone calls shall comply with Public Service Commission rules and regulations and be as follows:

Call Type	Surcharge	Per Minute Rate
Local:	\$ 2.43	\$ -
Long Distance In-State:		
Mileage 0-16	\$ 1.80	\$ -
Mileage 17-9999	\$ 1.80	\$ 0.17
Long Distance Out-of-State:	\$ 3.55	\$ 0.80

In the event the Contractor upgrades the current inmate telephone system or the Department Department contracts with a new Inmate Telephone Service Provider (ITSP), Contractor shall work with the Department, and the new ITSP, if applicable, to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Department.

Upon expiration, termination, or cancellation of this Agreement, Contractor shall accept the direction of the Department to ensure inmate telephone services are smoothly transitioned and transferred. At a minimum, the following shall apply:

- a. As it pertains to the Department, Contractor agrees that all Call Data Records (CDRs), call recordings, documentation, reports and data contained in the inmate telephone system are the property of the Department and shall be provided to the Department in a 1) workable, software-compatible format at no cost to the Department within seven (7) days following the expiration, cancellation, or termination of this Agreement or 2) Contractor shall supply one (1) workstation for each Correctional Facility which shall become the property of the Department after expiration, cancellation, or termination of this Agreement to allow the Department access to all CDRs, call recordings, documentation, reports and data.
 - b. Contractor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by the Department. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement until the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to the Department at the compensation rate provided in this Agreement until collect and pre-paid calls are no longer handled by Contractor.
 - c. All inside cabling and wiring to the physical inmate telephones shall remain the property of the Department at the conclusion of this Agreement. Contractor agrees to remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling and wiring associated with the inmate telephone system.
5. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement, together with this Amendment, may not be amended except by the mutual written agreement of the parties.

6. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Amendment until each party has executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Amendment on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

BY: _____


Robert E. Jones, General Counsel

GLOBAL TEL*LINK CORPORATION:

BY: _____

NAME: _____

TITLE: _____

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*PA 6/20/13
By 6-26-13*
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(in addition to a \$4.75 per deposit fee)

*PA 6/20/13
By 6-26-13*

Call Type	Surcharge	Per Minute Rate
Local:	\$ 2.43	\$ -
Long Distance In-State:		
Mileage 0-16	\$ 1.80	\$ -
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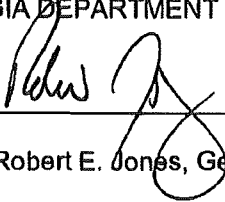
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GEORGIA DEPARTMENT OF CORRECTIONS:

BY: _____


Robert E. Jones, General Counsel

GLOBAL TEL*LINK CORPORATION:

BY: _____


NAME: Jeffrey B. Haidinger

TITLE: President and COO