

STATE OF RHODE ISLAND ~ DEPARTMENT OF CORRECTIONS

**Contractual Agreement Addendum**

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This Contractual Agreement Addendum ("Agreement"), made and entered by and between the State of Rhode Island, Department of Corrections (hereafter called "DOC"), and Global Tel\*Link Corporation, having its principle place of business at 2609 Cameron Street, Mobile, Alabama 36607, hereinafter called "*the contractor*", is a supplemental document to official state purchase order 3048404, and relates to the contractor's response to State Solicitation RFP 1752 and the implementing contract under that solicitation dated August 8, 2007.

1. **TERM:** This agreement will begin on September 20, 2013 and end on September 19, 2014, unless dictated otherwise by the purchase order/price agreement whichever is later.
2. **SCOPE OF SERVICE:** The *contractor* will carry out its obligations in accordance with the specification(s) in RFP 1752, the *contractor's* response to RFP 1752, and the August 8, 2007 contract between the parties (collectively, the "Implementing Documentation"). Such terms and conditions will remain in effect which includes, but are not limited to:
  - The provision of inmate telephone services based upon rates as outlined in the contractor's response to RFP 1752 and PO 3048404.
3. **RECORDS / REPORTING REQUIREMENTS:**
  - a. The *contractor* agrees to keep and maintain a record of time spent in performing the services required and to present such records to the contract manager upon request.
  - b. The *DOC* or its authorized representative(s) shall have the right at all times to inspect the work performed or being performed under the terms of this agreement as well as the places where such work is performed, and to that end, such representative(s) shall be given access to all activities related to this agreement. The *contractor* recognizes that any reports, forms, or other reporting documents produced under the term of this agreement shall remain the property of the Department.
  - c. Specific reports required by this *contractor* includes: monthly totals of calls by facility and type, including the revenue received. Other reporting requirements may be identified by the Department at which time the contractor shall provide reasonable steps to satisfy such requirements.

These reports will be submitted to the contract administrator:  
Robert Vitale, Warden  
39 Howard Avenue

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Cranston, RI 02920  
Tel#: (401) 462-0670  
Fax#: (401) 462-5170  
E-Mail Address: Robert.Vitale@doc.ri.gov

**4. APPLICABLE LAWS A STATE POLICIES:**

- a. The *contractor* agrees that while engaged in carrying out and complying with the terms and conditions of this Agreement, he/she is *not* an employee within the classified, unclassified, or non-classified service of the State as defined in the Merit System Law, R.I.G.L. 36-3-1 and following, and R.I.G.L. 36-4-1 and following, but instead, the *contractor* is providing services on a limited contract basis. The *contractor* also agrees that he/she is entitled to *no* benefits of any kind, to include but not limited to, vacation, sick leave, overtime, seniority, union membership, personal days, jury leave, medical insurance (to include dental and ophthalmology benefits), life insurance, military leave benefits, retirement benefits, separation benefits, and any other benefit normally given to employees of the State of Rhode Island. For the purpose of this contract, the only contribution of any kind that shall be made by the State as the employer shall be those that are required by Federal or State statute. All other contributions are the sole and exclusive responsibility of the *contractor*. No promises of any kind have been made as to any renewal of this contract. This contract is for professional and administrative services, and as such, unless required by law, there shall be no overtime paid for any function associated with this contract.
- b. **Criminal Background Check:** The *contractor*, <its agents, employees, or partners,> who will work within the correctional institutions are subject to a criminal background check. A criminal record, including pending criminal charges, may be grounds for rejection. The *contractor* must complete required Department security training, which will include a police records check. The Department retains the right to refuse entrance to the *contractor* with felony convictions, pending charges, misdemeanor drug convictions or who are on probation. Access to correctional facilities requires adherence to rigid security rules as far as property search, contact with inmates etc. Final approval of the *contractor* rests with the Department of Corrections.

Neither the *contractor* nor its agents, employees, or partners shall be deemed to be an employee, agent, or servant of RIDOC. The *contractor* will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, partners and volunteers during the performance of this Agreement.

- c. **Anti Discrimination:** No person shall, on the grounds of race, color, sex, religion, handicap, age, or national origin, gender, or sexual orientation, be excluded from participation in, denied the benefits of, or be subject to discrimination under the terms of this agreement. The *contractor* agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504



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of the Rehabilitation Act of 1973; Executive Order No. 85-11 on Equal Opportunity and Affirmative Action, Americans with Disabilities Act, 42 U.S.C. 12101, et. seq.; Age Discrimination in Employment Act, 29 U.S.C. 620 et. seq.; Portal to Portal Act, 29 USC 250 et. seq.; the Fair Employment Practices Act, R.I. G.L. §28-5-1; the Equal Pay Act, 29 U.S.C. §201, et. seq.; the Civil Rights of People with Disabilities Act R.I.G.L. §42-87-1, et. seq.; the Family Medical Leave Act, §28-48-1 et. seq.; Fair Labor Standards Act, 29 U.S.C. §201 et. seq.; Merit System Act, R.I.G.L. §36-4-1, et. seq.; and all applicable rules and regulations issued thereunder. The *contractor* further agrees to safeguard information in a manner that reasonably guarantees confidentiality.

- d. **Drug Free Workplace:** The *contractor* agrees to comply with the Department's policy on a Drug Free Workplace. Copies of the policy and its requirements are available at the DOC's Human Resources Office.
- e. **Security Provisions:** The *contractor* and any employee of the *contractor* are subject to the security provisions of DOC's Policy and Procedure #9.40-3, "Procedures for Contractors at Institutional Facilities" (or subsequent version of policy), which is attached and is considered part of this agreement.
- f. **Civil Rights Requirements:** The *contractor* shall submit a Certification of Compliance with applicable civil rights laws and regulations. These laws and regulations relate to issues concerning Equal Employment Opportunity, Limited English Proficiency and other anti-discrimination laws. Submission of an Equal Opportunity Plan may also be required.
- g. **Health Insurance Portability & Accountability Act (Privacy Act):** To the extent this Agreement authorizes the contractor handling or having contact with Protected Health Information (as defined under the Privacy Act) the *contractor* agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law. The *contractor* agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. The *contractor* agrees to provide access, at the request of the covered entity, to Protected Health Information within five (5) days of request. The *contractor* agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. The *contractor* agrees to comply with the "Privacy Rule," further defined as the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. **Report of Political Contributions:** Any vendor who obtains a State contract in writing or purchase order to provide goods and/or services, and whose charges to the State exceed \$5,000 or more; or upon payment to a *contractor* being made in excess of \$5,000 in any State fiscal year, is required to file a form

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declaring the vendor's political contributions in excess of \$250 to candidates for State offices or the General Assembly. Upon payment to a vendor being made in excess of \$5,000 year-to-date, vendor will receive from the Department of Administration a form prepared by the Secretary of State upon which to make such declaration. The *contractor* must immediately file an "Affidavit of State Vendor". The vendor shall update said form as future political contributions subject to this reporting requirement are made, consistent with the schedule for such reporting imposed by the Board of Elections. Failure to fill out or update said form accurately, completely and in conformance with its terms, or to file it with the Secretary of State within 60 days of receipt, will amount to a violation of these terms and conditions and may render the vendor ineligible for further State contracts.

- i. The *contractor* agrees to all applicable provisions of Title 37, Chapter 2 of the General Laws governing purchasing by the State of Rhode Island, the regulations adopted pursuant thereto, all other applicable provisions of said General Laws, and the **General Conditions of Purchase** which is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). This agreement is subject to applicable provision of Rhode Island General Laws §37-2 (State Purchases) and §42-11.1 (Prompt Payment by Department of Administration), which can be reviewed at: <http://www.rilin.state.ri.us/Statutes/Statutes.html>.
5. **WORK PRODUCT:** All call recordings, and call detail records and similar type reports produced by the *contractor* for the State under this contract, are or shall become and remain the property of the State of Rhode Island.
6. **TERMINATION:** The State can terminate or reduce the contract if applicable federal funds or appropriate general revenues supporting this activity has been reduced or eliminated. The contract may be terminated for any other reason upon 10 (ten) days written notice by either party. Upon termination, the *contractor* shall be paid for work satisfactorily completed prior to the date of termination.
7. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings and arrangements between the parties relative to the subject matter hereof except for the Implementing Documents, which are incorporated herein by reference. No amendment, change, modification, or alteration of the terms and conditions hereof shall be binding unless in writing signed by both parties.
8. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of Rhode Island including all matters of construction, validity and performance, but without giving the effect of choice-of-law or conflict-of-law principles.
9. **VALIDITY:** This Agreement is valid only with applicable State purchase order or price agreement. Where conflict exists between this Agreement and the purchase

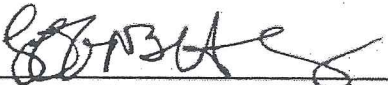


order, the purchase order takes precedence.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, within the parameters identified above.

**FOR THE CONTRACTOR:**

Global Tel\*Link Corporation  
12021 Sunset Hills Road, Suite 100  
Reston, Virginia 20190

BY:   
Signature of officer or delegated official

9/24/13  
Date


Jeffrey B. Haidinger  
Name, printed or typed

President, Services  
Title

**FOR THE STATE OF RHODE ISLAND, DEPARTMENT OF CORRECTIONS**

BY:   
{Name}, Contract Administrator

9/25/13  
Date

Robert Vitale Warden  
BY:   
Ashbel T. Wall, II  
Director, RI Department of Corrections

9/25/13  
Date

**REVIEWED BY:**

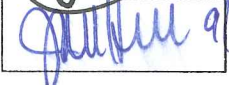
Legal Counsel



Assistant Director



Financial Resources

 9/25/13

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