

AGENCY CONTRACT



State of West Virginia
 Department of Military Affairs & Public Safety
 WV Division of Corrections & Rehabilitation
 1201 Greenbrier Street
 Charleston, WV 25301

Purchase Order No.
RJC722
Market Release
Change Order No.

PAGE
1

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS

Invoice To:
VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER SEE SPECIFICATIONS
Vendor
220730 814.330.3830 GLOBAL TEL*LINK CORPORATION 12021 Sunset Hills Road, Suite 100 Reston, VA 20190 tel:bnv@gtl.net

Ship To
VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	OASIS VENDOR #	FUND
09/25/18	NET 30	220730	VARIOUS
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MULTIPLE

OPEN END CONTRACT

INMATE CALLING SYSTEM

THE VENDOR, GLOBAL TEL*LINK CORPORATION (GTL), AGREES TO ENTER INTO A CONTRACT WITH THE WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION (HEREAFTER WVDOR) TO PROVIDE INMATE TELEPHONE SERVICES FOR THE INMATE POPULATION OF THE REGIONAL JAIL FACILITIES WHICH INCLUDE: CENTRAL, EASTERN, NORTH CENTRAL, NORTHERN, POTOMAC HIGHLANDS, SOUTH CENTRAL, SOUTHERN, SOUTHWESTERN, TYGART VALLEY AND WESTERN REGIONAL JAILS.

LIFE OF CONTRACT: THIS CONTRACT WILL BEGIN ON SEPTEMBER 1, 2018, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" PERIOD THE VENDOR AND/OR AGENCY MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE WV REGIONAL JAIL AUTHORITY EXECUTIVE DIRECTOR OR DESIGNEE THIRTY (30) DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

[Signature] 10/5/18
 APPROVED AS TO FORM BY _____ DATE
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 10/1/2018
 DENNY RHODES, WVDAS DIRECTOR DATE

AGENCY CONTRACT



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PAGE
2

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RENEWAL: THIS CONTRACT MAY BE RENEWED UPON MUTUAL WRITTEN CONSENT, BETWEEN THE AUTHORITY AND VENDOR, SUBMITTED TO THE WV DIVISION OF CORRECTIONS AND REHABILITATION DIRECTOR OR DESIGNEE THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO ONE (1) ONE (1) YEAR PERIODS.

CANCELLATION: THE WV DIVISION OF CORRECTIONS AND REHABILITATION DIRECTOR OR DESIGNEE RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE AUTHORITY MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS, OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELETRONIC MEDIUM SUCH AS CD-ROMS.

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 ASSISTANT ATTORNEY GENERAL

BY DATE 10/1/2018
 DENNY RHODES, WVDAS, DIRECTOR

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CONTRACT TERMS

1. CALLING RATES –RATES ARE AS FOLLOWS:

	Rate Per Minute		
	Collect	Prepaid	Debit
Local	\$0.090	\$0.090	\$0.070
IntraLata	\$0.120	\$0.120	\$0.120
InterLata	\$0.120	\$0.120	\$0.120
InterState	\$0.120	\$0.120	\$0.120

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BY Denny Rhodes 10/1/2018
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2. DEPOSIT FEE: AS FOLLOWS:

Fee	Amount
Deposit Fee (live operator, IVR and web)	\$2.50

3. COMMISSION –COMMISSION TO WVDCR SHALL BE \$0.027 PER BILLABLE MINUTE OF USE FOR ALL IN-STATE CALLING (LOCAL, INTRALATA & INTERLATA).

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SYSTEM FEATURES

TAMPER RESISTANT PHONES – The inmate telephone stations shall be designed to guard against both inmate abuse and natural elements. The telephones shall be tough and easy to keep clean and the handset assembly shall be sealed and secured to the housing with an armored cord. The telephone shall have no parts that can be removed without some special type of tool to prevent both damage to the telephones and the manufacture of possible weapons. Tools needed to remove any part of the phone shall be provided to the Administrator at the facility. The mouthpiece shall be able to keep out back ground noise. The telephone shall have the following physical and design characteristics: chrome plated DTMF tone dial that is water, flame and shock resistant; hearing aid compatible; steel housing to protect the electrical components; scratch and mar resistant paint/finish; concise instructions faceplate; industry standard design; armored handset cord that is resistant to stretching and breaking; tamper-proof housing; and reinforced by security studs to prevent easy removal. Inmate phone must not be capable of receiving incoming calls.

LOW MAINTENANCE – The system shall have special surge protection and a long-term power supply to prevent power surges and outages that may erase the operation software in the controllers.

BATTERY BACKUP – The system shall include a battery back-up that shall keep the system running for a minimum of 4 hours in the event of a blackout or power outage.

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Page
6

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LINE POWERED PHONES – The systems shall have phones that require no AC power to be run to the inmate housing units. Phones that are lined powered or “smart” phones shall be installed.

CALL EQUIPMENT PROVIDED – Global Tel*Link shall provide jacks, hardware, software, wiring, cut-off switches, cabinets, housing/workstations for monitoring equipment, and all other items necessary for proper installation, and any other cost to install and maintain the inmate phone service free of charge to the West Virginia Division of Corrections and Rehabilitation. Global Tel*Link shall include a minimum of (5) spare handsets, receivers and handset cords at the facility to serve, as spare parts should the original equipment fail. All cabling, cut-off switches and jacks shall become the property of the West Virginia Division of Corrections and Rehabilitation (WVDCR) upon the expiration of any contract resulting from this procurement. They system shall be equipped with one central office line per station, allowing for simultaneous call capabilities from all inmate phones. All equipment provided, including the inmate telephone stations, must be new, in current production and considered state of the art at the time of installation.

MULTILINGUAL SERVICE – The system shall be capable of processing calls on a selective, bilingual basis in English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

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Recorded conversations shall be tracked by, but not limited to: Inmate PIN number, number called and location called from. The system shall detect by use of PIN number, if a call is placed to an inmate's attorney, and shall prevent that call from being monitored or recorded.

AUTOMATED OPERATORS – Global Tel*Link service shall utilize automated operators. At no time shall an inmate be allowed to access a live operator.

ADMINISTRATION TERMINAL – The system at each facility shall include an Administration Terminal that will allow them to make administrative changes to the system on-site without intervention from the vendor. This terminal shall, at a minimum, allow the facility to program call duration limits, on-off times for stations, add/delete/change PIN numbers, add/delete/change numbers from the Call Block list for each inmate, add/delete/change numbers from the free call list for each inmate, review all records, and administer the Call Monitor/Record functions.

DEBIT CALLING – The system shall give inmates the option of placing collect calls or using a debit calling feature that lets inmates pre-pay for calls. The system shall keep track of each inmate's pre-paid balance and determine whether or not the inmate's call can be placed by debit calling according to his/her balance. The system shall notify the inmate what his/her balance is after the inmate enters their PIN number, and then give the inmate the choice of debit or collect.

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Page
14

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HOT LINE – Global Tel*Link must provide the facility with a toll-free service Hot Line to enable consumers to discuss concerns related to billings.

COMMISSION STATEMENTS – Global Tel*Link shall provide the facility with commissions on revenues earned by inmate calls. Commission payments earned shall be sent to the WVDCR central office location at 1201 Greenbrier Street Charleston, West Virginia 25311. Commission –commission to WVDCR shall be \$0.027 per billable minute of use for all in-state calling (local, intralata & interlata) and shall be payable no later than the 20th day following the end of each month. If a commission payment is late, Global Tel*Link will receive notice from the WVDCR stating the importance of receiving commissions in a timely manner. If a commission payment is late a 2nd time, the WVDCR will begin the process of having Global Tel*Link declared a “non-responsive” vendor with the Purchasing Division of the WV Department of Administration, which would prevent Global Tel*Link from doing further business with the State of West Virginia and allows the WVDCR to begin finding alternative inmate telephone service. Global Tel*Link will maintain the payment bond on file with the State of West Virginia to cover unpaid commissions for the entire WVDCR account. Detailed revenue statements shall be provided with each commission payment.

COMMISSIONS ENHANCEMENT AND AUDITING – The WVDCR retains the right to audit the calling data and revenues resulting in commissions from the inmate telephone. Global Tel*Link shall commit to this agreement. Global Tel*Link shall be furnished with a ten-day notice prior to the WVDCR executing their right to audit.

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Page
15

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TRAINING – Global Tel*Link shall train WVDCR personnel in the various aspects of the inmate telephone system administration, operation and reporting. The inmate telephone system training must be provided on-site at the various facilities, and at no cost to the WVDCR.

INSURANCE – Global Tel*Link shall purchase and maintain in force, at its own expense, such insurance as will protect it and the State from claims which may arise out of or result from the vendor's execution of the work, whether such execution is by itself, its employees, agents, subcontractors, or by anyone for whose acts it may be liable. The insurance coverage shall be such as to fully protect the State, and the general public, from any and all claims for injury and damage resulting by actions on part of the vendor or its forces as enumerated above. Global Tel*Link shall furnish a copy of the original Certificate of Insurance upon signing this agreement.

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Page
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ACCEPTED BY:
 WV DIVISION OF CORRECTIONS AND REHABILITATION

GLOBAL TEL*LINK

Denny Rhodes
 Signature

Smiles
 Signature

Director, Division of Administrative Services
 Title

EVP
 Title

10/1/2018
 Date

9/26/18
 Date

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TERMS & CONDITIONS

In the event of a conflict between this addendum and the agreement, the addendum shall control:

1. **DISPUTES:** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the W.Va. Court of Claims.
2. **HOLD HARMLESS:** Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW:** The agreement shall be governed by the laws of the State of West Virginia.
4. **TAXES:** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, now will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT:** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

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- NO WAIVER: Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- FISCAL YEAR FUNDING: Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATIONS: Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual or any other party are deleted.
- SIMILAR SERVICES: Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

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11. **FEES OR COSTS:** The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT:** Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY:** The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE:** Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

APPROVED AS TO FORM BY _____ DATE _____
 ASSISTANT ATTORNEY GENERAL

BY Denny Rhodes 10/1/2018
 DENNY RHODES, WVDAS, DIRECTOR DATE

AGENCY CONTRACT



State of West Virginia
 Department of Military Affairs & Public Safety
 WV Division of Corrections & Rehabilitation
 1201 Greenbrier Street
 Charleston, WV 25301

Purchase Order No.
RJC722

Page
20

Blanket Release

Change Order No.

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS

Invoice To:
VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER
SEE SPECIFICATIONS

Vendor
220730 814.330.3830 GLOBAL TEL*LINK CORPORATION 12021 Sunset Hills Road, Suite 100 Reston, VA 20190 tgibney@gtl.net

Ship To:
VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	OASIS VENDOR #	FUND
09/25/18	NET 30	220730	VARIOUS
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MULTIPLE

- 15. **TERMINATION CHARGES:** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. **RENEWAL:** Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. **INSURANCE:** Any provision requiring the Agency to purchase insurance for Vendor's property is hereby deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. **RIGHT TO NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right to repossession with notice.
- 19. **ACCELERATION:** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

APPROVED AS TO FORM BY _____ DATE _____
 ASSISTANT ATTORNEY GENERAL

BY 10/1/2018
 DENNY RHODES, WVDAS, DIRECTOR DATE

AGENCY CONTRACT



State of West Virginia
 Department of Military Affairs & Public Safety
 WV Division of Corrections & Rehabilitation
 1201 Greenbrier Street
 Charleston, WV 25301

Purchase Order No.
RJC722

Page
21

Blanket Release

Change Order No.

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SEE SPECIFICATIONS

Vendor
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Ship To:
VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	OASIS VENDOR #	FUND
09/25/18	NET 30	220730	VARIOUS
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MULTIPLE

- 20. **CONFIDENTIALITY:** Any provision requiring confidentiality of the terms and conditions of the Agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.

PRISON RAPE ELIMINATION ACT COMPLIANCE: The Vendor must comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. §15601, *et seq.*), with all applicable PREA Standards, Agency Policies related to PREA and Agency Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Agency's Facilities/Programs/Offices owned, operated or contracted. Vendor acknowledges that, in addition to "self-monitoring requirements" the Agency will conduct announced or unannounced, compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA standards and Agency Policies may result in termination of the contract.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

 APPROVED AS TO FORM BY DATE
 ASSISTANT ATTORNEY GENERAL

BY Denny Rhodes 10/1/2018
 DENNY RHODES, W/DAS, DIRECTOR DATE

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Global Tel Link Corporation

Authorized Signature: [Signature] Date: September 27, 2018

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 27th day of September, 2018.

My Commission expires December 31, 2020

AFFIX SEAL HERE

JENNIFER ENYEART
NOTARY PUBLIC
REG. #7703653
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2020

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/07/2017)

AGREEMENT ADDENDUM

In the event of a conflict between this addendum and the agreement, the addendum shall control:

1. **DISPUTES:** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the W.Va. Court of Claims.
2. **HOLD HARMLESS:** Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW:** The agreement shall be governed by the laws of the State of West Virginia.
4. **TAXES:** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, now will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT:** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER:** Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING:** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS:** Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual or any other party are deleted.
10. **SIMILAR SERVICES:** Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS:** The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT:** Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY:** The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE:** Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES:** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL:** Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE:** Any provision requiring the Agency to purchase insurance for Vendor's property is hereby deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right to repossession with notice.
19. **ACCELERATION:** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY:** Any provision requiring confidentiality of the terms and conditions of the Agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **PRISON RAPE ELIMINATION ACT COMPLIANCE:** The Vendor must comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. §15601, *et seq.*), with all applicable PREA Standards, Agency Policies related to PREA and Agency Standards related to PREA for

preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Agency's Facilities/Programs/Offices owned, operated or contracted. Vendor acknowledges that, in addition to "self-monitoring requirements" the Agency will conduct announced or unannounced, compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA standards and Agency Policies may result in termination of the contract.

ACCEPTED BY:

Agency: Division of Corrections and Rehabilitation

Signed: Tony Rhodes

Title: Director, Division of Administrative Serv.

Date: 10/1/2018

Vendor: Global Tel-Link Corporation

Signed: [Signature]

Title: VP

Date: 9/26/18

AGREEMENT EXTENSION

This Agreement Extension (the "Extension") between the West Virginia Regional Jail and Correctional Facility Authority (hereafter WVRJA) and Global Tel*Link Corporation (hereafter GLOBAL) serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002, through January 31, 2003. The original Agreement between the Division of Corrections, the WVRJA and AT&T Corporation began June 16, 2003 thru June 15, 2004. In April 2005, the WVDOC and the WVRJA consented to assign this agreement to Global Tel*Link Corporation (GLOBAL). WVRJA and GLOBAL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS the Regional Jail Facilities covered under this Agreement include: Central Regional, Eastern Regional, North Central, Northern Regional, Potomac Highlands, South Central, Southern Regional, Southwestern Regional, Tygart Valley and Western Regional.

WHEREAS GLOBAL agrees that this service shall apply to any other facility, which may be opened and operated by the WVRJA during the life of this contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

1. This extension will be effective September 1, 2017 through August 31, 2018.
2. Except as set forth above, there is no other revision to the Agreement or the obligations of the Parties thereunder, and the Agreement remains in full force and effect.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein will control.

ACCEPTED BY:
WV REGIONAL JAIL AUTHORITY

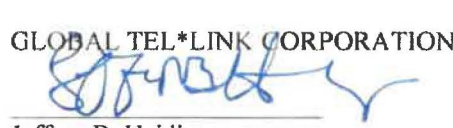


Executive Director

8-15-17

Date

GLOBAL TEL*LINK CORPORATION



Jeffrey B. Haidinger
President

8/16/17

Date

AGREEMENT ADDENDUM

In the event of a conflict between this addendum and the agreement, the addendum shall control:

1. **DISPUTES:** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the W.Va. Court of Claims.
2. **HOLD HARMLESS:** Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW:** The agreement shall be governed by the laws of the State of West Virginia.
4. **TAXES:** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, now will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT:** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER:** Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING:** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS:** Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual or any other party are deleted.
10. **SIMILAR SERVICES:** Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS:** The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT:** Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY:** The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE:** Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES:** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL:** Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE:** Any provision requiring the Agency to purchase insurance for Vendor's property is hereby deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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19. **ACCELERATION:** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY:** Any provision requiring confidentiality of the terms and conditions of the Agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **PRISON RAPE ELIMINATION ACT COMPLIANCE:** The Vendor must comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. §15601, *et seq.*), with all applicable PREA Standards. Agency Policies related to PREA and Agency Standards related to PREA for

preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Agency's Facilities/Programs/Offices owned, operated or contracted. Vendor acknowledges that, in addition to "self-monitoring requirements" the Agency will conduct announced or unannounced, compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA standards and Agency Policies may result in termination of the contract.

ACCEPTED BY:

Agency: WV RSA
Signed: [Signature]
Title: Executive Director
Date: 8-15-17

Vendor: Global Tel*Link
Signed: [Signature]
Title: President
Date: 8/00/17

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Global Tel+Link Corporation

Authorized Signature: [Signature] Date: 8/16/17

State of Commonwealth of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 11th day of August, 2017.

My Commission expires 3/31, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC Andrea Payne Melera

AGREEMENT

This Agreement between the West Virginia Regional Jail and Correctional Facility Authority (hereafter WVRJA) and Global Tel*Link Corporation (hereafter GTL) serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002, through January 31, 2003. The original Agreement between the Division of Corrections, the WVRJA and AT&T Corporation began June 16, 2003 thru June 15, 2004. In April 2005 the WVDOC and the WVRJA consented to assign this agreement to Global Tel*Link Corporation (GLOBAL). WVRJA and GLOBAL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS the Regional Jail Facilities covered under this Agreement include: Central Regional, Eastern Regional, North Central, Northern Regional, Potomac Highlands, South Central, Southern Regional, Southwestern Regional, Tygart Valley and Western Regional.

WHEREAS GTL agrees that this service shall apply to any other facility, which may be opened and operated by the WVRJA during the life of this contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

- 1. Term of Contract – One (1) year contract with an automatic one (1) year renewal.
- 2. Calling Rates – Maintain the same calling rates as today (see below).

	Rate per Minute		
	Collect	Prepaid	Debit
Local	\$0.090	\$0.090	\$0.070
IntraLata	\$0.120	\$0.120	\$0.120
InterLata	\$0.120	\$0.120	\$0.120
InterState	\$0.120	\$0.120	\$0.120

- 3. Fees – GTL proposes the following deposit fee:

Fee	Amount
Deposit Fee (live operator, IVR and web)	\$2.50

- 4. Commission – WV RJA will receive \$0.027 per billable minute of use for all in-state calling (Local, IntraLata & InterLata).

5. Except as set forth above, there is no other revision to the Agreement or the obligations of the Parties thereunder, and the Agreement remains in full force and effect.

6. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein will control.

ACCEPTED BY:

WV REGIONAL JAIL AUTHORITY



Bill Canterbury, Purchasing Director

8/31/2016
Date

GLOBAL TEL LINK CORPORATION



Jeffrey B. Haidinger, President & COO

8/30/16
Date

AGREEMENT
TERMS AND CONDITIONS

In the event of a conflict between this addendum and the agreement, the addendum shall control:

1. **DISPUTES:** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the W.Va. Court of Claims.
2. **HOLD HARMLESS:** Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW:** The agreement shall be governed by the laws of the State of West Virginia.
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5. **PAYMENT:** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER:** Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING:** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS:** Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual or any other party are deleted.
10. **SIMILAR SERVICES:** Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
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21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **PRISON RAPE ELIMINATION ACT COMPLIANCE:** The Vendor must comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. §15601, *et seq.*), with all applicable

PREA Standards, Agency Policies related to PREA and Agency Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Agency's Facilities/Programs/Offices owned, operated or contracted. Vendor acknowledges that, in addition to "self-monitoring requirements" the Agency will conduct announced or unannounced, compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA standards and Agency Policies may result in termination of the contract.

ACCEPTED BY:

Agency: WVRSJA
Signed: Bill Cantelmo
Title: Purchasing Director
Date: 8/21/2016

Vendor: Global Tel*Link Corporation
Signed: [Signature]
Title: President & CEO
Date: 8/20/16

AGREEMENT EXTENSION

This Agreement Extension (the "Extension") between the West Virginia Regional Jail and Correctional Facility Authority (hereafter WVRJA) and Global Tel*Link Corporation (hereafter GLOBAL) serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002, through January 31, 2003. The original Agreement between the Division of Corrections, the WVRJA and AT&T Corporation began June 16, 2003 thru June 15, 2004. In April 2005 the WVDOC and the WVRJA consented to assign this agreement to Global Tel*Link Corporation (GLOBAL). WVRJA and GLOBAL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS the Regional Jail Facilities covered under this Agreement include: Central Regional, Eastern Regional, North Central, Northern Regional, Potomac Highlands, South Central, Southern Regional, Southwestern Regional, Tygart Valley and Western Regional.

WHEREAS GLOBAL agrees that this service shall apply to any other facility, which may be opened and operated by the WVRJA during the life of this contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

1. This Extension will be effective September 1, 2015 through August 31, 2016.
2. GLOBAL agrees to pay the WVRJA a commission of forty-eight percent (48%) on all intrastate calls
3. Except as set forth above, there is no other revision to the Agreement or the obligations of the Parties thereunder, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein will control.

ACCEPTED BY:
WV REGIONAL JAIL AUTHORITY



Executive Director

8-31-2015
Date

GLOBAL TEL*LINK CORPORATION



Jeffrey B. Haidinger
President, Services

8/25/15
Date

AGREEMENT ADDENDUM

In the event of a conflict between this addendum and the agreement, the addendum shall control:

1. **DISPUTES:** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the W.Va. Court of Claims.
2. **HOLD HARMLESS:** Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW:** The agreement shall be governed by the laws of the State of West Virginia.
4. **TAXES:** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, now will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT:** Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER:** Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING:** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS:** Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual or any other party are deleted.
10. **SIMILAR SERVICES:** Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS:** The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT:** Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY:** The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE:** Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES:** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL:** Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE:** Any provision requiring the Agency to purchase insurance for Vendor's property is hereby deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right to repossession with notice.
19. **ACCELERATION:** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY:** Any provision requiring confidentiality of the terms and conditions of the Agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **PRISON RAPE ELIMINATION ACT COMPLIANCE:** The Vendor must comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. §15601, *et seq.*), with all applicable PREA Standards, Agency Policies related to PREA and Agency Standards related to PREA for

preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Agency's Facilities/Programs/Offices owned, operated or contracted. Vendor acknowledges that, in addition to "self-monitoring requirements" the Agency will conduct announced or unannounced, compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA standards and Agency Policies may result in termination of the contract.

ACCEPTED BY:

Agency: WVSA
Signed: [Signature]
Title: Director RJA
Date: 8-31-2015

Vendor: Global Tel*Link Corporation
Signed: [Signature]
Title: PRESIDENT & COO
Date: 8/25/15

AGREEMENT EXTENSION

This Agreement Extension (the "Extension") between the West Virginia Regional Jail and Correctional Facility Authority (hereafter WVRJA) and Global Tel*Link Corporation (hereafter GLOBAL) serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002, through January 31, 2003. The original Agreement between the Division of Corrections, the WVRJA and AT&T Corporation began June 16, 2003 thru June 15, 2004. In April 2005 the WVDOC and the WVRJA consented to assign this agreement to Global Tel*Link Corporation (GLOBAL). WVRJA and GLOBAL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS the Regional Jail Facilities covered under this Agreement include: Central Regional, Eastern Regional, North Central, Northern Regional, Potomac Highlands, South Central, Southern Regional, Southwestern Regional, Tygart Valley and Western Regional.

WHEREAS GLOBAL agrees that this service shall apply to any other facility, which may be opened and operated by the WVRJA during the life of this contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:


1. This Extension will be effective September 1, 2014 and terminated on August 31, 2015.
2. GLOBAL agrees to pay the WVRJA a commission of forty-eight percent (48%) on all intrastate calls.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of the Parties thereunder, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein will control.

ACCEPTED BY:
WV REGIONAL JAIL AUTHORITY


Executive Director

10/14/14
Date

GLOBAL TEL*LINK CORPORATION


Jeffrey B. Haidinger
President & COO

10/14/14
Date

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WV Regional Jail Authority
 Signed: [Signature]
 Title: Executive Director
 Date: 10/14/14

VENDOR

Company Name: Global Tech Linx Corp America
 Signed: [Signature]
 Title: PRESIDENT & COO
 Date: 10/14/14

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Global Tech Link Corporation

Authorized Signature: [Signature] Date: 10/14/14

State of Commonwealth of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 14th day of October, 2014.

My Commission expires March 31, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Andrea Payne Melera

Purchasing Affidavit (Revised 07/01/2012)



GENERAL TERMS & CONDITIONS
Purchase Order or Contract

- 1 **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order
- 2 **BIDDING:** The WV Regional Jail Authority may accept or reject in part, or in whole, any bid.
- 3 **APPLICABLE LAW:** The laws of the State of West Virginia and the Policy and Procedures of the West Virginia Regional Jail Authority shall govern all rights and duties under the Purchase Order or Contract, including without limitation the validity of this Purchase Order or Contract
- 4 **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders or Contracts are to be continued for the term of the Purchase Order or Contract contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order or Contract becomes void and of no effect after June 30.
- 5 **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including but not limited to, the prevailing wage rates of the WV Division of Labor
- 6 **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification shall be binding unless agreed to in writing by the Buyer
- 7 **ASSIGNMENT:** Neither this order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent
- 8 **VENDOR PREFERENCE:** Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
- 9 **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship
- 10 **CANCELLATION:** The West Virginia Regional Jail Authority's Executive Director may cancel any Purchase Order or Contract upon thirty (30) days written notice to the Seller.
- 11 **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order
- 12 **LATE PAYMENT:** Payments may only be made after the delivery of goods or services. Interest may be paid for late payment in accordance with the *West Virginia Code Prompt Payment Act*.
- 13 **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 14 **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Purchase Order or Contract may be renewed only upon mutual written agreement of the parties
- 15 **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
- 16 **HIPPA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPPA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv/admin/purchase/vic/hippa.htm and is hereby made part of this Purchase Order or Contract. Provided that the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR§460.103) to the vendor
- 17 **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set up for West Virginia State Agencies at www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf
- 18 **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited, to the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the agency to verify that the vendor is licensed and in good standing with the above entities.
- 19 **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement or connection to any entity that could be considered a violation of the law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud

AGREEMENT EXTENSION

This Agreement Extension (the "Extension") between the West Virginia Regional Jail and Correctional Facility Authority (hereafter WVRJA) and Global Tel*Link Corporation (hereafter GLOBAL) serves to extend the inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002, through January 31, 2003. The original Agreement between the Division of Corrections, the WVRJA and AT&T Corporation began June 16, 2003 thru June 15, 2004. In April 2005 the WVDOC and the WVRJA consented to assign this agreement to Global Tel*Link Corporation (GLOBAL). WVRJA and GLOBAL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein have the definitions provided in the Agreement.

WHEREAS the Regional Jail Facilities covered under this Agreement include: Central Regional, Eastern Regional, North Central, Northern Regional, Potomac Highlands, South Central, Southern Regional, Southwestern Regional, Tygart Valley and Western Regional.

WHEREAS GLOBAL agrees that this service shall apply to any other facility, which may be opened and operated by the WVRJA during the life of this contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

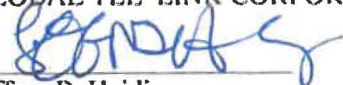
1. This Extension will be effective September 1, 2013 and terminated on August 31, 2014.
2. GTL will allow inmates use of all inmate phones, at no cost, for the purpose of accessing Tech Friends' phone ordering system. The inmate call must be provided to Tech Friends' server via SIP.
3. GTL will allow inmate debit calling. GTL will also interface with Tech Friends' Lockdown debit calling capability. This system allows inmates the capability of moving monies from their inmate trust fund to a phone debit account for the purpose of making calls. The movement of funds is accomplished via the phone-ordering system.
4. Except as set forth above, there is no other revision to the Agreement or the obligations of the Parties thereunder, and the Agreement remains in full force and effect.
5. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein will control.

ACCEPTED BY:
WV REGIONAL JAIL AUTHORITY


Executive Director

9/3/13

GLOBAL TEL*LINK CORPORATION


Jeffrey B. Haidinger
President, Services

9/3/13

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Global Tel + Link Corporation

Authorized Signature: [Signature] Date: 9/3/13

Commonwealth of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of September, 2013.

My Commission expires March 31, 2014.

AFFIX SEAL HERE



NOTARY PUBLIC Andrea Payne Rivera

Purchasing Affidavit (Revised 07/01/2012)

I was commissioned as Andrea Payne Rivera.