

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

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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 tgibnev@gti.net

Ship to

VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER

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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 REHABI LITATION (HEREAFTER WYDOR) 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 <u>SEPTEMBER 1, 2018</u>, 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.

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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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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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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 mouthplece 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.

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

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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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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TDD – Global Tel*Link shall provide the price of a Telecommunications Device for the Deaf (TDD) that shall remain constant for the life of the contract. Facilities shall be able to buy a TDD from the contract, on an as-needed basis, at that price at any time during the life of the contract.

CONFERENCE CALLS/TRANSFERS — The system shall prevent inmates from defrauding WVDCR's and the public's telephone systems. They system shall have the capability to recognize an attempt by the called party to transfer the call or create a conference call. They system shall automatically terminate the call or announce to each added party that an inmate originated the call in a correctional facility.

PROGRAMMED CALL DURATION LIMITS – The system shall allow the facility to set and/or change a limit on maximum call duration on site without the intervention of Global Tel*Link. The system shall automatically terminate a call at the time limit set, after giving the inmate a thirty second warning. Thee system shall allow call duration limits to be set by facility, section or individual station.

CALL BLOCKING – The system shall prevent all incoming calls and allow the blocking of specific out-going calls from the inmate phones. The system shall block calls to the (Toll Free) 800, 888, 887, 900, 950, 976, 10XXX, 911, 411 exchanges, in addition to specific telephone numbers of judges, witnesses, jury members, facility personnel and specific members of the general public. The facility shall have the capability to block and unblock any number, exchange or area code on site without intervention of Global Tel*Link. The system shall also have the capability to block specific PIN numbers for

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inmates on site without interventions of Global Tel*Link. Global Tel*Link shall not block any number from being called without permission of the WVDCR for any reason. Only the facility or the person being called may request that a number be blocked. Global Tel*Link may make a request to the WVDCR to have a number blocked, however, Global Tel*Link shall wait for approval by the State prior to blocking any number.

SPECIFIC FREE LOCAL CALLS – The system shall be programmable to allow specific free calls as determined by the facility, such as calls to the Public Defender's Office, certain attorneys' offices, bail bondsmen, etc.

POWER CONTROLS — The system shall provide on-site programmable capabilities to turn on and shut off either all phones or individual phones in the system. The system shall also have a minimum of 2 manual control switches for each individual phone that override the automatic feature. One switch shall be located in each housing unit/Pod for Officer access, while the second switch shall be located in a secured area for critical public safety situations.

CALL BRANDING AND ACCEPTANCE — The system shall identify each call as coming from an inmate and the name of the facility from which the inmate is calling. The called party must then be able to accept or reject the call by dialing a number on their telephone or by voice recognition. This feature shall be available for called parties with rotary dial and pulse dial phones as well as touch-tone service. The branding, call acceptance and call rejections shall have the capability of being multi-lingual. The system shall have the capability of giving the inmate a detailed response of why a call was

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rejected. Some examples shall be, but not limited to, the following: "There is a request"; and, "there is a block on this phone at the request of the Institution". Service must not charge for unanswered or non-accepted calls.

PIN NUMBERS — The system shall allow for use of PIN numbers. The PIN numbers shall consist of a minimum of 6 digits and a maximum of 10 digits, and the PIN number, once assigned to an inmate shall "follow" that inmate as he/she goes to and from any of the facilities. The system shall call for the inmate to enter his/her PIN number prior to dialing any outgoing calls. The system shall use the inmate's PIN number in determining what numbers can be called, what numbers shall be blocked from receiving calls, and any other mandatory features. The system shall allow for PIN numbers themselves to be blocked from use. Global Tel*Link shall be responsible for initial inputting of inmates' PIN numbers and for entering the maximum of 30 numbers that the inmate may call using this PIN number. Global Tel*Link shall be responsible for updating the PIN number database a minimum of one time per month, based on information collected and provided by the individual institutions. Global Tel*Link shall be responsible for providing in writing the reason that any PIN number or phone number is blocked or restricted to the appropriate facility. Global Tel*Link shall explain in detail the entire process of PIN administration and shall be able to provide each facility with PIN information in hard copy and in a window-based database program on demand.

DETAILED CALL RECORDS – The system must provide call detail reports for all calling activity to the facilities covered under the contract which will include:

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Report showing inmate telephone number, date, time PIN# (if applicable), number called, duration of call, and cost of each call.

Report showing "frequently called numbers" for all numbers called more than 5 times per day.

Report showing "common numbers called" for all numbers called by more than one inmate.

CALL MONITORING AND RECORDING - The system shall allow the following conversations to be monitored/recorded: specific phones; specific PIN numbers/inmates: specific numbers called; and, all conversations. The system shall provide for both on-site and remote monitoring/recording of calls. This monitoring/recording shall be done silently without either part's knowledge, anytime that the facility administration deems it necessary to do so. The monitor/record system shall allow the facility to scan through the system and monitor any call at any time form a maximum of six administrative stations. The system shall allow each facility to initiate recording on any conversation from any of the administrative stations and to store the recording on a digital audiotape. The system shall allow each facility to access recorded tapes from any one of a minimum of 3 stations within the Administrative Unit of the facility.

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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 l=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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REPORTS – Global Tel*Link shall provide the following system and usage reports on a monthly basis at no cost to the State:

- 1. Record, by day, of PIN adds and deletes, by facility
- 2. Total billed revenue and commission by facility
- 3. Frequently called number report weekly by PIN
- 4. PIN numbers in use
- 5. Station Message Detain Recording, including:
 - 1. Specific numbers called by PIN
 - 2. Duration of calls
 - 3. Date and time of calls
 - 4. Call charge, for local intraLATA and interLATA
 - 5. Inmate station used (extension number)

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SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MULTIPLE

Vendor Services

SERVICE RESPONSE TIME – Global Tel*Link shall respond (call-back) on all service calls for hardware/software within 2 hours, 365 days per year. When on-site service is required, Global Tel*Link shall provide technicians that are professionally trained to provide fast, reliable high quality service. If on-site service is required, the response time shall be within 6 hours of the service call, 7 days per week, with a permanent point of contract with Global Tel*Link. The on-site technicians shall be residents of the State of West Virginia to ensure on-site service is provided within the time frame specified earlier in this section. Equipment removed and repaired off-site shall be replaced with loaner equipment, at no expense to the WVDCR. Global Tel*Link shall provide each facility with a toll-free number (800 or 888) for service calls and system administration issues. Global Tel*Link shall not block anyone from calling the toll-free line to report a service problem. The system shall be capable of remote diagnostics and the dedicated line for remote diagnostics shall be the expense of Global Tel*Link.

MOVES, ADDS, CHANGES, DELETES – The WVDCR shall have the right to initiate moves, adds, changes and deletions of telephone stations at each facility. The WVDCR shall work with Global Tel*Link to establish telephone locations and the number of stations required at each.

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

Purchase Order No.

Page 14

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Change Order No.

CORRECT PUCHASE DRDER 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@gti.net

Ship To:

VARIOUS REGIONAL JAIL FACILITY LOCATIONS
AS INDICATED BY ORDER

SEE SPECIFICATIONS

DATE PRINTED	TE PRINTED TERMS OF SALE OASIS VENDOR #		FUND		
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BEST WAY	DESTINATION	PREPAID	MULTIPLE		

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 unpald 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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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

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tgibney@gtl.net

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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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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL DATE

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

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220730

814.330.3830

GLOBAL TEL*LINK CORPORATION 12021 Sunset Hills Road, Suite 100

Reston, VA 20190 tgibney@gtl.net

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BEST WAY	DESTINATION	PREPAID	MULTIPLE	

ACCEPTED BY: WV DIVISION OF CORRECTIONS AND REHABILITATION Signature	GLOBAL TEL*LINK Signature
Director, Division of Administrative Services Title	Title
10/1/2018 Date	9/26/18 Date

APPROVED AS TO FORM BY DATE
ASSISTANT ATTORNEY GENERAL

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TOTAL

BY
DENNY RHODES WYDAS, DIRECTOR DATE



State of West Virginia
Department of Military Affairs & Public Safety
WV Division of Corrections & Rehabilitation
1201 Greenbrier Street
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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.
- 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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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL	DATE	DENNY RHODES, WVDAS,	DIRECTOR DATE



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

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220730 814.330.3830 GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Suite 100 Reston, VA 20190

tgibney@gtl.net

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- 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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APPROVED AS TO FORM BY DATE
ASSISTANT ATTORNEY GENERAL

BENNY RHODES WYDAS, DIRECTOR

DATE



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

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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.

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

Purchase Order No.
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Page 20

Invoice To:

VARIOUS REGIONAL JAIL FACILITY LOCATIONS AS INDICATED BY ORDER

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220730 814.330.3830

GLOBAL TEL*LINK CORPORATION 12021 Sunset Hills Road, Suite 100

Reston, VA 20190 tgibney@gtl.net

Change Order No.

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- 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.

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ASSISTANT ATTORNEY GENERAL

DENNY RHODES, WYDAS, DIRECTOR

DATE



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

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814.330.3830

GLOBAL TEL*LINK CORPORATION 12021 Sunset Hills Road, Suite 100

ASSISTANT ATTORNEY GENERAL

Reston, VA 20190 tgibney@gti.net

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- 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.

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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:

WITNESS THE FOLLOWING SIGNATURE:

"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 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: (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.

Vendor's Name:	hal Tel Link Corpora	lien	
Authorized Signature:	380	Date:	Sextender 27, 2018
State of Virgina			
County of Fourta	, to-wit:		
Taken, subscribed, and	sworn to before me this 23 day of	5 September	, 2018.
My Commission expires	December 31	, 20 20	
AFFIX SEAL HERE	JENNIFER ENYEART NOTARY PUBLIC REG. #7703653 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES DEC. 31, 2020	OTARY PUBLIC	for English Purchasing Affidavit (Revised 07/07/2017)

AGREEMENT ADDENDUM

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

- 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.
- 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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- 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.
- 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.
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- 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.
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- 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 announces 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.

Agency:	Division of Corrections and Rehabilitation
Signed:	Ten Rhods
Title:	irector, Division of Administrative Serv.
Date:	10 1 2018
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Vendor:	blobal Tellink lolporation
Signed:	mace
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ACCEPTED BY:

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.
- 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 ALL AUTHORITY	GLOBAL TEL*LINK GORPORATION
Executive Director	Jeffrey B. Haidinger
8-15-17	President 8 (cc (c7
Date	Date

AGREEMENT ADDENDUM

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

- 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.
- 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.
- 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.
- 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.
- 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.
- ACCELERATION: Any reference to acceleration of payments in the event of default or nonfunding is hereby deleted.
- 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 announces 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: WYR 5A
Signed:
Title: Executive Director
Date: 8715-17
Vendor: [slobels Tela Link
Signed:
Title: Plasident
Date: 8/60/67

Date:

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 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.

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 instate 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.

A	C	C	E	P	T	E	D	B	Y	

AGGELTED DT.	
WV REGIONAL JAIL AUTHORITY	GLOBALTEL*LINK CORPORATION
Bill Canterbury, Purchasing Director	Jeffrey B. Haidinger, President & COO
8/31/2016	8/30/16
Date	Date

AGREEMENT TERMS AND CONDITIONS

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

- 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.
- 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 nonfunding 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.
- 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.
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- 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.
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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 announces 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: WVRJA
Signed: Bie Catel
Title: Purchasing Director
Date: 8 31 2016
- (
vendor: Global Tel & Link Corporation
Signed:
ride: President - LOO
Date: 8 33/16

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.
- 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 FAIL AUTHORITY	GLOBAL TEL*LINK CORPORATION
Executive Director	Jeffrey B. Haidinger President, Services
	, ,
2-31-2015	8 25/15

Date

Date

AGREEMENT ADDENDUM

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

- 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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- 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.
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ACCEPTED BY:
Agency: WV/58
Signed:
Title: Drawer RJA
Date: 8-31-2005
01. 1-1.
vendor: Global TelxLink Corporation
Signed:
Title: PRESIDENT & COO
0.1.

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: 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

ecutive Director

GLOBAL TEL*LINK CORPORATION

Jeffrey B. Haidinger President & COO

AGREEMENT ADDENDUM

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

- 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.
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- 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.
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- 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.
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- 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	VENDOR
Spending Unit: WY Regional Jail Authority	Company Name: Grosar Ter Unalex Acrania
Signed: Joe Lety	Signed:
Title: Executive Director	Title: PRESUDENT & COO
Date: 10/14/14	Date: 10 14 14

RFQ No.			

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, ficense 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 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: GUBAJTEL UNA CONFORMICON
Authorized Signature: Date: 18 14(1)
State of Commonwealth of Virginia
County of Fairfax, to-wit:
Taken, subscribed, and sworn to before me this Hay of October . 20
My Commission expires Mark 31
AFFIX SEAL HERE NOTARY PUBLIC Made Payre Melles
Purchasing Affidavit (Revised 07/01/2012) NOTARY PUBLIC REG. #7362157 MY COMMISSION EXPIRES 03/31/2018
PUBLIC PUBLIC
REG. #7362157 P
EXPIRES OS/31/2018 OF THE PROPERTY OF THE PROP
THE WAS ALTH OF MERITA
MANUFALTH OF THE PROPERTY OF T

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 VIV 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 Bayer's consent
 - 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 ADENDUM The West Virginia State Government HIPPA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.ww/admin/purchase/virchippa 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.

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 Pobcies and Information Security Accountability Requirements, set up for West Virginia State Agencies at www.state.wv.us/admir/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.

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 hereinfer accurred 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 of 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.

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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: 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

Jeffrey B. Haidinger

GLOBAL TEL*LINK CORPORATION

President, Services

Recutive Director

RFQ	No.		

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 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 FOLLO			
Vendor's Name:	bal Tel + Link Corp	oration	
Authorized Signature: _	SANSA	Date:	3/13
Commonwealth Vi	rainia		(
County of Fairfa	to-wit:		
Taken, subscribed, and sworn to before me this 3rd day of September . 20/3.			
My Commission expires Manh 31, 20/4.			
AFFIX SEAL HERE	THE PAYNE PAIN	NOTARY PUBLIC Mulus	- Payne Melera
	NOTARY PUBLIC PREG. // 7362157		osing Affidavit (Revised 07/01/2012)
	MY COMMISSION EXPIRES 03/31/2014	as Andrea Payne Rive	era.
	WEALTH OF VIRGINIA		