

AGREEMENT RENEWAL

This Agency Agreement between the West Virginia Division of Corrections and Global Tel*Link Corporation ("GTL") serves to renew 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 began 16 June 2003 thru 15 June 2004. This renewal continues the service with modified terms and under the same conditions as described under "System Features."

The Division of Corrections facilities covered under this Agreement include: The Denmar Correctional Center in Hillsboro, WV; the Anthony Center in White Sulphur Springs, WV; the Pruntytown Correctional Center in Grafton, WV; The Huttonsville Correctional Center in Huttonsville, WV; the Mount Olive Correctional Center in Mt. Olive, WV; the Lakin Correctional Facility in West Columbia, WV, Northern Correctional Facility in Moundsville, WV, Ohio Correctional Center in Wheeling, WV, St. Marys Correctional Center in St. Marys, WV and the Martinsburg Correctional Facility. A list of the facilities with their mailing address and number of inmate telephones is included in this Agreement.

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

TERMS: GTL agrees to provide a commission of forty-six percent (46%) based upon gross billable revenues as outlined under "Vendor Services - Commission Statements."

RENEWAL: This renewal will be effective beginning June 16, 2008 and will extend for a period of one (1) year through June 15, 2009, at which time the contract may, upon mutual consent, be renewed. There will be one renewal period remaining on this agreement and will be for a period of up to one (1) year, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the reasonable time period, GTL may terminate the contract for any reason upon giving the Division of Corrections ninety (90) days written notice.

TERMINATION: This contract may be terminated upon mutual agreement of the parties with ninety (90) days prior written notice.

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 telephone shall be provided to the Warden at each 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 phones 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 operating 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.

LINE POWERED PHONES – The system 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 – GTL 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 DOC. GTL shall include a minimum of (5) spare handsets, receivers and handset cords at each facility to serve, as spare parts should the original equipment fail. All cabling, cut-off switches and jacks shall become the property of the Division of Corrections (DOC) upon the expiration of any contract resulting from this procurement. The system shall be equipped with one central office line per station, allowing for simultaneous call capabilities from all inmate telephones. 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.

TDD – GTL 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 DOC's and the public's telephone systems. The system shall have the capability to recognize an attempt by the called party to transfer the call or create a conference call. The 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 GTL. The system shall automatically terminate a call at the time limit set, after giving the inmate a thirty second warning. The 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 individual facilities shall have the capability to block and unblock any number, exchange or area code on site without intervention of GTL. The system shall also have the capability to block specific PIN numbers for inmates on site without intervention of GTL. GTL shall not block any number from being called without permission of the DOC for any reason. Only the facilities or the person being called may request that a number be blocked. GTL

may make a request to the DOC to have a number blocked, however, GTL 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 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 change 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 included in this procurement. 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. GTL 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. GTL 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. GTL shall be responsible for providing in writing the reason that any PIN number or phone number is blocked or restricted to the appropriate facility. GTL 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:

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 at each facility 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 from 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. 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 – GTL's 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.

REPORTS – GTL shall provide the following system and usage reports on a monthly basis at no cost to the State:

- A. Record, by day, of PIN adds and deletes, by facility
- B. Total billed revenue and commission by facility.
- C. Frequently called number report – weekly by PIN
- D. PIN numbers in use
- E. Station Message Detail 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)

VENDOR SERVICES

SERVICE RESPONSE TIME – GTL shall respond (call-back) on all service calls for hardware/software within 2 hours, 365 days per year. When on-site service is required, GTL 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 contact with GTL. 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 DOC. GTL shall provide each facility with a toll-free number 800 or 888 telephone number for service calls and system administration issues. GTL 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 GTL.

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

HOT LINE – GTL must provide each facility with a toll free service Hot Line to enable consumers to discuss concerns related to billings.

COMMISSION STATEMENTS – GTL shall provide the facility with commissions on revenue earned by inmate calls. Commission payments earned shall be sent to the DOC facilities in which they were earned. Commission shall be calculated at forty-six (46%) of gross billable revenues (non-payments and collections against persons called shall not be deducted from the gross, this is an expense incurred by the vendor) and shall be payable no later than the 20th day following the end of each month. If a commission payment is late, GTL will receive a notice from the DOC stating the importance of receiving commissions in a timely manner. If a commission payment is late a 2nd time, the DOC will begin the process of having GTL declared a “non-responsive” vendor with the Purchasing Division of the WV Department of Administration, which would prevent GLOBAL from doing further business with the State of West Virginia and allows the DOC to begin finding alternative inmate telephone service. GTL shall provide a payment bond in the amount of \$250,000 to cover unpaid commissions for the entire DOC account. Detailed revenue statements shall be provided with each commission payment.

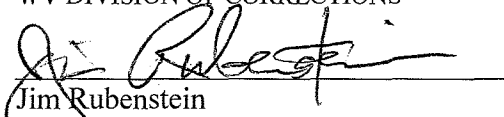
COMMISSIONS ENHANCEMENT AND AUDITING – The DOC retains the right to audit the calling data and revenues resulting in commissions from the inmate telephone. GTL shall commit to this per this agreement. GTL shall be furnished with a ten-day notice prior to the DOC executing their right to audit.

TRAINING – GTL shall train DOC 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 DOC.

INSURANCE – GTL 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 the part of the vendor or its forces as enumerated above. GTL shall furnish a copy of the original Certificate of Insurance upon signing this agreement.

FACILITY	LOCATION	PHONES
Anthony Center	HC 70, Box N 1 White Sulphur Springs, WV 24986	24
Denmar Correctional Center	HC 64, Box 125 Hillsboro, WV 24946	12
Huttonsville Correctional Center	P.O. Box 1 Huttonsville, WV 26273	100
Lakin Correctional Facility	11264 Ohio River Road West Columbia, WV 25287	48
Mt. Olive Correctional Complex	#1 Mountainside Way Mt. Olive, WV 26185	108
Ohio County Correctional Complex	1501 Eoff St. Wheeling, WV 26003	8
Pruntytown Facility	P.O. Box 159 Grafton, WV 26354	27
St. Mary's Correctional Center	Rt. 2, Box 383 B St. Mary's, WV 26170	63
Northern Correctional	RD 2, Box 1 Moundsville, WV 26041	18
Martinsburg Correctional Center	1406 Charles Town Rd. Martinsburg, WV 25401	25

ACCEPTED BY:
WV DIVISION OF CORRECTIONS




Jim Rubenstein

Commissioner of Corrections

7/14/08

Date

GLOBAL TEL*LINK CORPORATION



Jeffrey B. Haidinger

President, Services

7/7/08

Date