

AMENDMENT #3

Contract #0000000000000000000019575

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and Public Communications Services Indiana, LLC., approved last state signatory on June 8, 2011, and entered into by and between the Indiana Department of Correction and GLOBAL TEL LINK CORP (the "Contractor") by assignment of the Contract approved by the last State signatory on August 21, 2013.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of **two years**. It shall terminate on **January 08, 2020**.
2. **The contractor's duties are modified as set forth in the attached Exhibit A-1**
3. The consideration during this extension period is **set forth in the attached Exhibit A-1**. Total remuneration under the Contract is not to exceed \$0.00.
4. The Contract is amended by adding the following:
 - A. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:
 - a. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
 - b. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
 - c. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
 - d. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.
 - B. **Assignment of Antitrust Claims.** The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

GLOBAL TEL LINK CORP

INDIANA DEPARTMENT OF CORRECTION

By: 

By:

Title: *President's COO*

Title:

Date: *5/25/17*

Date:

Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

EXHIBIT A-1

A. The commissions to the IDOC from inmate calling services revenue shall remain unchanged and shall continue through the extension period. Contractor's rates for inmate calling services shall conform to the applicable FCC rate caps for inmate calling services during the contract term.

B. The \$100,000 a month paid by Contractor to the State for Cell Phone Interdiction shall remain unchanged and shall continue through the extension period.

C. The number of forensic analysts provided by the Contractor to work under the direction of IDOC investigators to assist in delivering actionable intelligence from legally seized contraband phones and other data sources shall be increased from two (2) analysts to four (4) analysts beginning May 1, 2017 and continuing through the extension period. The duties of these analysts may include:

- Forensically process contraband phones legally seized from IDOC offenders.
- Mining the analytical data to establish trends within IDOC facilities.
- Working with IDOC investigators to target potential areas of interest.
- Establishing a fundamental understanding of facility operation to include data sources available for analysis.
- Proactively seeking actionable intelligence through GTL intelligence products to facilitate IDOC objectives and mission.
- Facilitating the production of detailed reports to the IDOC regarding findings supplied through GTL intelligence products.
- The forensic analyst positions would be located onsite at locations to be determined by the IDOC.

The total expenditure by the Contractor for providing the four (4) analysts during the extension period shall not exceed \$800,000.

D. The Contractor shall make available to the State, effective with the execution date of this Amendment #3 and continuing through the extension period, a total of \$95,000 in reimbursement for hardware, software solutions and mobile forensic training for cell phones from solutions such as Cellebrite, CellSense, body scanners, pallet scanners, or other software solutions to fit within the IDOC's blended approach to combatting contraband phones. At the option of the IDOC, this reimbursement could also be for training on the proper use of the Cellebrite tool and best practices related to the collection and processing of evidence. This reimbursement shall be in addition to any other reimbursements under the Contract for cell phone interdiction.

E. This shall be a no cost, revenue generating contract for the State. Total remuneration to be paid by the State to Contractor is \$0.00. Total remuneration by the Contractor to the State for providing the services included in this Amendment #3, not including the commissions for inmate calling services to be paid to the State, shall not exceed \$3,295,000.

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	H269446	Alderete,Hilary Anne	06/26/2017 12:11:37PM	Agency Fiscal Approval
2	S003602	Jones,Sandy E	06/26/2017 12:41:48PM	IOT Approval
3	S261646	Edwards,Steven Owen	06/26/2017 2:19:35PM	IOT Approval
4	S004382	Redding,Sandra D	06/26/2017 2:25:14PM	IDOA Legal Approval
5	M225528	Hempel,Mark Alan	06/26/2017 3:07:07PM	IDOA Legal Approval
6	K294611	Banschbach,Kristen	06/26/2017 3:19:16PM	SBA Approval
7	A233897	Davidson,Alice A	06/26/2017 8:57:05PM	Attorney General Approval
8	N212647	Schuster,Nicole M	06/28/2017 10:26:30AM	Attorney General Approval