



Global Tel\*Link Corporation  
www.gtl.net

Corporate Headquarters  
12021 Sunset Hills Road  
Suite 100  
Reston, VA 20190

Operations Center  
107 St. Francis Street  
32nd Floor  
Mobile, AL 36602

February 25, 2019

West Virginia Division of Corrections and Rehabilitation  
Betsy Jividen, Commissioner of Corrections  
1409 Greenbrier Street  
Charleston, WV 25311

**RE: RFP #COR61609 – Inmate Banking Services – Wireless Communication Device Program**

Dear Commissioner Jividen,

Global Tel\*Link Corporation (GTL) sends this letter as the vendor that has been awarded the Request for Proposals COR61609 – Inmate Banking Services. GTL has implemented each of the contractual deliverables and pursuant to Section 4, specification 2.7 of the State-issued RFP, GTL would like to amend the contract to expand the number of Inmate Wireless Communication Devices in accordance with the attached letter and Service Schedule: Enhanced Services – IP Enabled Tablets dated March 23, 2018.

As referenced in the March 23, 2018 letter from GTL:

“After a thorough analysis once the pilot has been live for a period of time, and with approval from WV Division of Corrections, the program may be enhanced in size and content by expanding to other DOC correctional facilities as well as providing additional approved applications on the devices.”

The St. Marys Correctional Center pilot wireless communication device program was, and continues to be, a success. In December 2018, leadership from the West Virginia Division of Correction and Rehabilitation (WVDCR) met with GTL and presented its analysis from the five (5) months the pilot program was in place. The resounding sentiment was that the program was a success and that both parties have mutually agreed upon expanding the program to ten (10) additional WVDCR facilities found in the below chart.

<b>WVDCR Facility</b>
Anthony Correctional Center
Salem Correctional Center and Jail
Denmar Correctional Center and Jail
Prunytown Correctional Center and Jail
Huttonsville Correctional Center and Jail (including Work Camp)
Northern Correctional Facility
Ohio County Correctional Center and Jail
Mount Olive Correctional Complex and Jail (including Slaton Work Camp)
Martinsburg Correctional Center and Jail
Lakin Correctional Center and Jail



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GTL will provide its own circuit, wireless access points and secure network to operate the wireless solution. Content will include secure messaging, requests, grievances, ebooks, streaming music, games, PREA, pdf documents, news and video calling to name a few and as more detailed in the attached Service Schedule. There will be free content as well as paid access at \$0.05/minute of use. GTL will provide the DCR all the necessary security controls, reporting capabilities and investigative tools to successfully administer the program. As outlined in the existing banking contract, GTL will provide a five percent (5%) commission back to the WVDCR for gross revenue received from the per minute rate charged to inmates for access to the devices, including billable video visitation services.

Please feel free to reach out to me directly at [REDACTED] or via email at [REDACTED] if you should have any questions regarding this letter related to extending the current banking contract to include the GTL Wireless Program.

Thank you for your time.

Sincerely,

[REDACTED]

Thomas J. Gibney

*GTL Account Manager*

**AGREED TO:**

West Virginia Division of Corrections and Rehabilitation

GTL

By: [REDACTED]

By: [REDACTED]

Name: Betsy Junders

Name: Jonathan Walker

Title: Commissioner Corrections & Rehabilitation

Title: EVP of Business Development

Date: 2-27-19

Date: 2/28/19



March 23, 2018

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**RE: RFP #COR61609 – Inmate Banking Services – Wireless Communication Device Pilot**

Dear Commissioner Jividen,

Global Tel\*Link (GTL) sends this letter as the vendor that has been awarded the Request for Proposals COR61609 – Inmate Banking Services. GTL has implemented each of the contractual deliverables and pursuant to Section 4, specification 2.7 of the State-issued RFP, GTL would like to amend the contract to include a pilot site for our Inmate Wireless Communication Device Program in accordance with the following Service Schedule: Enhanced Services – IP Enabled Tablets.

Wireless Communication Device Program

As part of the Inmate Banking Contract with GTL, GTL will provide its industry-leading Wireless Communication Device Program at NO COST to the State of West Virginia or its constituents. The Wireless Communication Devices essentially serve the same purpose at the inpod inmate kiosk but corrections technology has advanced to the point of now placing these devices directly in the hands of the inmates opposed to attaching them to the wall.

GTL will provide its own circuit, wireless access points and secure network to operate the wireless solution. GTL will begin with one (1) pilot site: St. Mary's Correctional Facility. Content will include secure messaging, requests, grievances, ebooks, streaming music, games, PREA, pdf documents, news and video calling to name a few and as more detailed in the attached Service Schedule. There will be free content as well as paid content at \$0.05/minute of use. GTL will begin with a 1:6 ratio of devices to inmates to begin the pilot and monitor usage daily and add more devices where the communication devices are in constant use. GTL will provide the DOC all the necessary security controls, reporting capabilities and investigative tools to successfully administer the program. GTL would work in conjunction with WVDOC to tailor the program to the exact needs of the agency and its inmate population.

After a thorough analysis once the pilot has been live for a period of time, and with approval from WV Division of Corrections, the program may be enhanced in size and content by expanding to other DOC correctional facilities as well as providing additional approved applications on the devices.

Please feel free to reach out to me directly at 814-330-3830 or via email at [tgibney@gtl.net](mailto:tgibney@gtl.net) if you should have any questions regarding this letter related to extending the current banking contract to include the GTL Wireless Program.

Thank you for your time.

Sincerely,

  
Thomas J. Gibney

GTL Account Manager



**Service Schedule  
Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
St Mary’s Correctional Center	2880 N Pleasants Hwy, St Marys, WV 26170	120

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Tablets set forth in Section 3 for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging

enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

- i. Content. Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content.
- ii. Video Visitation. Remote video visitation.
- iii. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider's commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and redistribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11)

distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. **Inmate Content Access:** \$0.05 per minute
- b. **Video Visitation Services:** \$0.25 per minute Visit Price
- c. **Replacement Headphones or Earbuds:** \$4.00
- d. **Messaging from Inmate Family and Friends (charged to inmate family and friends):**
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provide)
  - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will not pay Premise Provider commissions on this pilot program.

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities;



provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

**c. Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.