

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (1/8/2019)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ Department of Corrections Contract #: 33430 Amendment #: 3
 Vendor Name: Global Tel*Link Corporation VISION Vendor No: 622
 Vendor Address: 3120 Fairview Park Drive, Suite 300, Falls Church VA 22042
 Starting Date: 6/1/2018 Ending Date: 4/13/2023 Amendment Date: 7/1/2021
 Summary of agreement or amendment: Amendment to update Attachment A

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$125,000.00 Prior Maximum: \$ 125,000.00 Prior Contract # (If Renewal):
 Current Amendment: \$0.00 Cumulative amendments: \$ 125,000.00 % Cumulative Change:
 Business Unit(s): 3480; ; - [notes:] VISION Account(s): ;
 Estimated Funding Split: 50.00 % GF % SF % EF 50.00 % Other
 % TF % GC % FF REC Fund (name)

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized.

☒ Standard Bid/RFP ☐ Simplified ☐ Sole Source (See B.) ☐ Qualification Based Selection ☐ Statutory
B. If Sole Source Contract, contract form includes self-certification language? ☐ Yes ☒ N/AC. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? ☒ Yes ☐ No

IV. TYPE OF AGREEMENT (select all that apply)

☐ Personal Service ☐ Construction ☐ Arch/Eng. ☐ Marketing ☒ Info. Tech. ☒ Prof. Service
☒ Non-Personal Service ☐ Retiree/Former SOV EE ☐ Financial Trans ☐ Zero-Dollar ☐ Privatization ☒ Other
☐ Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
☒ Yes ☐ No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: _____ (AAG initial)
☒ Yes ☐ No Agreement must be approved by the Secretary of ADS/CIO
☐ Yes ☒ No Agreement must be approved by the CMO: for Marketing services over \$25,000
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

E-SIGNED by Diane Irish
on 2021-06-28 14:26:43 EDT

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
	E-SIGNED by Alan Cormier on 2021-06-28 14:20:46 EDT		E-SIGNED by Dawn O'Toole on 2021-06-28 15:33:34 EDT
3a-Date	3a-CIO	3b-Date	3b-CMO
	E-SIGNED by John Quinn on 2021-06-29 11:22:28 EDT		
3c-Date	3c-Commissioner DHR	4-Date	4-Attorney General
			E-SIGNED by Jared Bianchi on 2021-06-28 11:46:26 EDT
		5-Date	5-Secretary of Administration
			E-SIGNED by Kristin Clouser on 2021-07-01 15:37:58 EDT

E-SIGNED by Jonathan Provost
on 2021-06-29 07:13:20 EDTE-SIGNED by Matthew Sutter
on 2021-07-01 15:32:22 EDT

Memorandum

To: Susanne Young, Secretary of Administration

Date: May 21, 2021

From: James Baker, Commissioner, Department of Corrections

E-SIGNED by James Baker
on 2021-05-24 06:48:30 EDT

Re: Contract Amendment, Global Tel*Link Corporation #33430 AM 3

The Department of Corrections (DOC) requests the approval of this third amendment of its contract with Global Tel*Link Corporation (GTL). DOC is obligated to provide incarcerated individuals a means of communication with family. This contract provides a multitude of services including Inmate Commissary, Telephone Services, Video Visitation, approved entertainment, and other Technological Kiosk solutions for incarcerated individuals statewide at no cost to the State.

GTL was chosen as a result of a competitive bid process conducted in 2016 with an approved contract term construct of 4 + 2 + 2 years. Services for this contract are charged directly to incarcerated individuals and commissions earned from those purchases fuel the Inmate Recreation Fund. This has historically been a zero-cost contract to the State. In amendment 2 we assigned funding to this contract in order to allow the State to pay for communications between incarcerated individuals and their family during the COVID-19 pandemic.

In this amendment, GTL will, via the existing tablet system, provide access to “Breaking Free from Substance Abuse” which is an evidence-based digital Cognitive-Behavior Therapy program that addresses Substance Use Disorders. Although many inmates use Breaking Free in a self-directed way, GTL will, as part of this contract, also train qualified healthcare providers and inmate coaches within facilities to deliver the program as a one-to-one intervention and a structured groupwork program. This way, Breaking Free augments and increases the scope of the behavioural healthcare clinicians can provide to inmates.

Cost for this service will be billed through DOC’s inmate health care contractor (VitalCore, LLC) through the creation of a subcontract between the two contractors. The cost will be reflected in the Per Inmate Per Month (PIPM) calculation that is billed to the DOC.



State of Vermont

Agency of Digital Services
One National Life Drive, Dewey 2nd Floor
Montpelier, VT 05620-2001

[phone] 802-828-4141

MEMO

Date: 06/18/2021

To: John Quinn – CIO

VIA: Jon Provost

From: ADS Procurement Advisory Team (PAT)

Subject: CIO approval of an amendment to contract 33430_3 between the Department of Corrections and GlobalTel Link.

The Agency of Digital Services (ADS) PAT reviewed an amendment to contract 33430_3 between the Department of Corrections and GlobalTel Link, at our June 03, 2021 meeting.

The Department of Corrections (DOC) requests the approval of this third amendment of its contract with Global Tel*Link Corporation (GTL). DOC is obligated to provide incarcerated individuals a means of communication with family. This contract provides a multitude of services including Inmate Commissary, Telephone Services, Video Visitation, approved entertainment, and other Technological Kiosk solutions for incarcerated individuals statewide at no cost to the State.

In this amendment, GTL will, via the existing tablet system, provide access to "Breaking Free from Substance Abuse" which is an evidence-based digital Cognitive-Behavior Therapy program that addresses Substance-Use Disorders.

There are no additional costs for DOC related to this amendment.

The PAT Team recommends CIO approval of this contract amendment.



ADS Reviewer Summary & Sign-off

	Memo			
	Reviewer Name	Date Received	Date Review Completed	Ok to Proceed to with project from Reviewer's perspective?
	Jon Provost			
	Kate Slocum			
	John Hunt			
er	Scott Carbee			
	Kristin McClure			
	Mark Combs			
	Shawn Nailor			
	John Quinn			Date e-signed approval:

	RFP			
	Reviewer Name	Date Received	Date Review Completed	Ok to Post RFP from Reviewer's perspective?
	Jon Provost			
	Kate Slocum			
	John Hunt			
er	Scott Carbee			
	Kristin McClure			
	Rebecca White			
	Mark Combs			
	Shawn Nailor			
	John Quinn			Date e-signed approval:

	Contract or Amendment			
	Reviewer Name	Date Received	Date Review Completed	Ok to Sign Contract from Reviewer's perspective?
	Jon Provost	5/27/2021	6/2/2021	Yes
	Kate Slocum	5/27/2021	6/2/2021	Yes
		5/27/2021		
	Bill Froberg	5/27/2021	6/3/2021	Yes
er	Scott Carbee	5/27/2021	6/2/2021	Yes
	Kristin McClure	5/27/2021	6/2/2021	
	Darin Prail	5/27/2021	6/3/2021	Yes
	Rebecca White	5/27/2021	6/3/2021	Yes
	Mark Combs	5/27/2021	6/3/2021	Yes

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Corrections (the "State") and Global Tel*Link Corporation, with a principal place of business in Falls Church, VA (the "Contractor") that the contract between them originally dated as of 05/17/2017, Contract # 34430, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

To add Breaking Free Application to Attachment A, Page 35; 6.2.162 **Enhanced Services – Inmate Fees** table:

Enhanced Services – Inmate Fees				
Services Name	Frequency	Content Fee	Infrastructure Fee	Total Fee
Message Link	Per Message	\$0.25	\$0.00	\$0.25
Document Link	No Charge	\$0.00	\$0.00	\$0.00
Commissary Link	No Charge	\$0.00	\$0.00	\$0.00
Request Link	No Charge	\$0.00	\$0.00	\$0.00
Grievance Link	No Charge	\$0.00	\$0.00	\$0.00
eBooks	No Charge	\$0.00	\$0.00	\$0.00
Breaking Free Application	No Charge	\$0.00	\$0.00	\$0.00
Game Center	30 Days	\$4.99	\$1.00	\$5.99
Game Center	14 Days	\$2.99	\$0.75	\$3.74
Game Center	7 Days	\$1.99	\$0.50	\$2.49
Streaming Music	30 Days	\$8.99	\$16.00	\$24.99
Streaming Music	14 Days	\$5.99	\$9.00	\$14.99
Streaming Music	7 Days	\$2.99	\$5.00	\$7.99
Movies	3 Hour Unlimited	\$0.99	\$3.00	\$3.99
Movies	24 Hour Unlimited	\$2.99	\$5.00	\$7.99
Replacement Headphones	Per Unit	N/A	N/A	\$5.99
Replacement Chargers	Per Unit	N/A	N/A	\$7.99

To add to Attachment A, Page 41 as 6.12 Breaking Free:

“6.12 Breaking Free

Contractor will, via the tablet system, provide the following services:

- Breaking Free application enabled on all inmate tablets housed in Vermont Department of Correction’s facilities.
- Full on-boarding training with Breaking free, and Contractor for the State.

- Tier One support from the Contractor with access to Breaking free application.
- Direct communication with Breaking Free Support.
- Effective date of License starts with Breaking Free application Go Live date

6.12.1 Objective: Contractor will train State staff, contracted staff, and inmates on a schedule agreed upon by the Contractor and the State.

6.12.2 Period of Installation and Implementation: Breaking Free training will not exceed 2 months from execution of the date of contract amendment. Breaking Free support and maintenance will begin concurrently and is the responsibility of the Contractor. Future and ongoing training will be delivered as needed as agreed upon by the Contractor and the State.

6.12.3 Project Manager: Contractor will designate an individual to serve as the Breaking Free project manager who will support implementation and training of State staff, contracted staff and inmates. Project manager will be the lead on all aspects of the State's use of Breaking Free and will provide weekly update reports to the State during the initial implementation period and training in addition to any other subsequent training episodes requested by the State.

6.12.4 Scope of Services: Contractor is responsible for the provision, implementation, training, and maintenance of the Breaking Free software for the duration of the contract."

To add to Attachment B, Page 42 (continued on Page 43), Section 2 as paragraph 9:

"Breaking Free

Contractor will invoice annual costs of Breaking Free directly to Corrections Inmate Health Services contractor VitalCore, LLC. The State will not incur expenses for Breaking Free under this contract."

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's

debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 3 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The effective date of this amendment is: 07/01/2021. The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

Global Tel*Link Corporation

By: _____

By: _____

Name: Alan Cormier

Name: Alicia Freeman

Title: Acting Commissioner

Title: VP of Contracts & Procurement