



# Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

January 27, 2015

**Submitted Online Only**

The Honorable Tom Wheeler, Chairman  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

**Re: Reply Comment in the Matter of Rates for Inmate Calling Services  
WC Docket No. 12-375 (Second Further Notice of Proposed Rulemaking)**

Dear Chairman Wheeler:

The Human Rights Defense Center (HRDC) thanks the Commission for the opportunity to submit this reply comment to the Second Further Notice of Proposed Rulemaking (Second Further Notice) in WC Docket No. 12-375, concerning issues related to the comprehensive reform of Inmate Calling Services (ICS).

After reviewing the comments filed in response to the Second Further Notice, we believe the evidence in the record makes it even clearer that the time has come to cap the cost of all prison and jail telephone calls in the range of \$.05 to \$.07 per minute, and to ban ICS site commissions and ancillary fees to ensure just, reasonable and fair rates for the consumers who pay for phone calls made by people housed in detention facilities. Further, it is clear these much-needed and long overdue reforms cannot be postponed but must be implemented within 60 to 90 days after the Commission's order on the Second Further Notice becomes effective.

## **I. Introduction**

*"People don't go to prison to be punished. They go to prison as a punishment."<sup>1</sup>  
– Amy, Nevada*

The Commission has heard loud and clear from some of this country's most marginalized consumers in response to the Second Further Notice: prisoners, their families and those who support them. There are well over 100 entries in the record concerning the Second Further

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<sup>1</sup> Comment of the Campaign for Prison Phone Justice, WC Docket 12-375, filed January 5, 2015, at 2.

Notice, and the Campaign for Prison Phone Justice received comments from more than two hundred people regarding the cost of prison and jail phone calls.<sup>2</sup> These comments detail the positive impacts of the interstate rate caps in the Commission's September 26, 2013 *Order*<sup>3</sup> in both economic and more importantly human terms as a result of increased communication between prisoners and their loved ones, as well as the continued negative impact of exorbitant intrastate ICS rates and ancillary fees.

## II. Reply Comment for Second Further Notice of Proposed Rulemaking

### A. Commission Payments

As the Commission has recognized and noted, the market for ICS does not function like most other markets.<sup>4</sup> Verizon, a company that participated in the ICS industry for many years, could not be any clearer about this fact in their Second Further Notice comment: "Because whichever provider offered the highest percentage typically won the bid, *intrastate rates are usually inflated to cover the cost of these commissions*" (emphasis added).<sup>5</sup> Not only does Verizon confirm that ICS rates are inflated to cover site commissions, they indicate it is the *intrastate* rates that are inflated – which is intuitive, as 92% of ICS calls are in-state rather than interstate.<sup>6</sup> Verizon confirms in their comment that "historical data suggests that the majority of inmate calls are intrastate."<sup>7</sup> HRDC agrees with Verizon's position that "Intrastate rates should be cost based,"<sup>8</sup> and with their conclusion that "To the extent current data reveal similar calling patterns, this means that many inmates and their families are still waiting for the Commission to provide any relief from today's high inmate calling rates."<sup>9</sup>

Seventy comments primarily opposed to the elimination of commissions were filed by state Departments of Corrections (DOCs), sheriffs and other county officials, of which 23 were a standard form letter, some with minor modifications.<sup>10</sup> The form letters contain a long list of "costs" allegedly incurred by facilities to provide ICS, but provide no specific cost data. The crux of these letters is in a paragraph near the end of 17 of the 23 letters, which states:

We would like to make mention that a few inmate phone providers proposed that the FCC eliminate commissions, but we feel that recommendation was in their best interest and not in the best interest of the inmates and the jails.

The other six form letters contain modified versions of this same statement.

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<sup>2</sup> *Id.* at 9.

<sup>3</sup> Rates for Interstate Inmate Calling Services, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd. 14107 (2013).

<sup>4</sup> *Id.* at ¶¶39-41.

<sup>5</sup> Comment of Verizon and Verizon Wireless, WC Docket 12-375, filed January 12, 2015, at 3.

<sup>6</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 12, 2015, at 1.

<sup>7</sup> *Id.* at 4.

<sup>8</sup> *Id.* at 1-2.

<sup>9</sup> *Id.* at 4.

<sup>10</sup> See generally WC Docket 12-375.

Having reviewed the Joint Provider Reform Proposal submitted by Global Tel\*Link, Securus and Telmate,<sup>11</sup> the message is clear: ICS providers and correctional facilities realize that the party is over with respect to gouging prisoners and their families through exorbitant ICS rates, which stem largely from site commissions,<sup>12</sup> and they are trying to retain their cut of what will likely be a reduced pool of money once the Commission acts to ensure that costs associated with both interstate and intrastate ICS calls are just, reasonable and fair.

The remaining 57 DOCs, sheriffs and other county officials who submitted comments opposed to banning commissions provided additional details; some supplied cost data, or information about how commission payments are used, or both. Commissions received by the Tennessee Department of Correction, for example, are deposited into the state's general fund and some unspecified portion of that money is used for programs that benefit prisoners.<sup>13</sup>

The Los Angeles County Sheriff's Department maintains that "inmates will be negatively impacted by the reduction and/or elimination of critical rehabilitation programs and there will be an increased burden on an already strained budget and system."<sup>14</sup> Yet the Los Angeles jail system spends the bulk of its ICS commissions on maintaining jail facilities and buying food for prisoners – expenses that the San Francisco sheriff claims are prohibited in his letter to the Commission.<sup>15</sup> HRDC included an expense account printout for the Los Angeles jail system's Inmate Welfare Fund in our comment in response to the Second Further Notice, and that comment is incorporated by reference herein.<sup>16</sup>

The Arizona Department of Corrections notes: "Although the FCC proposes that lower phone rates will facilitate more familial contact and reduce recidivism, Arizona policy makers have decided that allocating more funds to inmate education, community college partnerships, work programs, and substance abuse programs better serves the inmates and the community in which they re-integrated upon release."<sup>17</sup> If that is correct, then Arizona policy makers should be willing to allocate funds for those purposes even absent ICS commission revenue.

The County of Hemphill, Texas opposes the elimination of site commissions because they are a "vital component of our budget to ensure that inmates have access to telephones which we provide as a privilege."<sup>18</sup> The Sheriff of Imperial County, California asks that the Commission consider the impact of ICS reforms with respect to his county's "high unemployment rate,"<sup>19</sup> and the Colorado Jail Association, on behalf of its 238 members, states that ICS commissions paid to jails help to support programs essential for re-entry which reduce recidivism, and that "without these much needed funds, costs would be borne on the back of taxpayers, or worse, programs as

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<sup>11</sup> Joint Provider Reform Proposal, WC Docket 12-375, filed September 24, 2014.

<sup>12</sup> July 9, 2014 ICS Workshop Transcript at 184-186 (Alex Friedmann, HRDC Associate Director).

<sup>13</sup> Comment of Tennessee Department of Correction, WC Docket 12-375, filed January 12, 2015, at 2.

<sup>14</sup> Comment of Los Angeles County Sheriff's Department, WC Docket 12-375, filed January 9, 2015, at 2.

<sup>15</sup> Comment of Office of the Sheriff, City and County of San Francisco, WC Docket 12-375, filed December 15, 2014, at 2-3.

<sup>16</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2015, at Exhibit A.

<sup>17</sup> Comment of Arizona Department of Corrections, WC Docket 12-375, filed December 31, 2014.

<sup>18</sup> Comment of County of Hemphill, Texas, WC Docket 12-375, filed December 8, 2014.

<sup>19</sup> Comment of Imperial County Sheriff's Office, California, WC Docket 12-375, filed January 12, 2015, at 1.

mentioned above would be eliminated altogether because of the lack of adequate funding.”<sup>20</sup> The Colorado Jail Association evidently does not understand that such costs *already* are borne on the back of taxpayers – primarily prisoners’ family members, who are in fact taxpayers.

Time and space do not allow us to catalog the programs and services that corrections officials purport to be funded by ICS commission kickbacks, or the horrendous consequences they claim will result should commissions be eliminated; their mostly self-serving comments speak for themselves. We will only note that this conversation, in its totality, has gotten off track and the DOCs, sheriffs and other county officials have totally missed the point, which is that **prisoners and their families are not responsible for funding corrections agencies or *any* inmate programs or services, regardless of how worthy they may be.**

The government is responsible for the care and rehabilitation of prisoners and is required to fund all aspects of incarceration, as imprisoning offenders is an inherently governmental function. Charging prisoners and their family members to help pay for correctional programs is no more appropriate than charging schoolchildren a fee every time they enter a classroom when school districts face budget shortfalls. It subverts our democracy to impose the tax burden of funding government agencies and programs on only certain taxpayers. If the programs currently being funded by ICS commissions are worthy, then prison and jail officials can do what every other government agency must do: go to the appropriate legislative body and ask for money.

ICS site commissions are a recent phenomenon that did not become widespread until the early 1990s.<sup>21</sup> Prisons and jails functioned perfectly well without commissions before then, and the states that have eliminated commissions, such as New York and California, function perfectly well without them today. Tellingly, there is no rule or law requiring prisons or jails to accept commissions in exchange for monopoly ICS contracts that gouge consumers, yet it is readily apparent that absent intervention by the Commission, correctional agencies will place their financial interests before those of prisoners, their families and the public at large.

## **B. Interstate and Intrastate ICS Reforms**

### **1. Rate Caps**

As noted in our comment in response to the Second Further Notice, HRDC continues to fully support the implementation of permanent rate caps and a unified rate structure for interstate and intrastate ICS calls, as do Global Tel\*Link, Securus and Telmate in their Joint Provider Reform Proposal,<sup>22</sup> as well as ATN, Inc. dba AmTel,<sup>23</sup> CenturyLink<sup>24</sup> and Lattice, Inc.<sup>25</sup> Where we differ significantly from ICS providers is the rate at which interstate and intrastate ICS calls should be capped. HRDC supports a cap of \$0.05 to \$0.07 per minute; the Joint Provider Reform Proposal suggests caps of \$0.24/minute for collect calls and \$0.20/minute for prepaid and debit calls.<sup>26</sup>

<sup>20</sup> Comment of Colorado Jail Association, WC Docket 12-375, filed January 5, 2015.

<sup>21</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2015, at 2.

<sup>22</sup> Joint Provider Reform Proposal at 2.

<sup>23</sup> ATN, Inc. dba AmTel, Rebuttal to September 15, 2014 ICS Vendor Proposal, WC Docket 12-375, at 1.

<sup>24</sup> Thomas M. Dethlefs, CenturyLink, *Rates for Interstate Inmate Calling Service*, WC Docket 12-375, at 3.

<sup>25</sup> Comment of Lattice Incorporated, WC Docket 12-375, filed January 12, 2015, at 2.

<sup>26</sup> Joint Provider Reform Proposal at 2.

HRDC's comment in response to the Second Further Notice provides data that supports our proposed rate caps, as do our previous comments filed in this proceeding. The evidence in the record shows that actual costs to ICS providers to supply prison phone services are under \$.04/minute, inclusive of profit margin.<sup>27</sup> As another recent example, the Pennsylvania DOC's 2014 contract with Securus includes a rate of \$.059/minute for all types of calls with a commission of 35%.<sup>28</sup> Thus, Securus receives 65% of that rate, or \$.038/minute, inclusive of profit margin.

## **2. ICS for the Deaf and Hard of Hearing**

HRDC supports the position of Rosen Bien Galvan & Grunfeld that ICS providers must not be allowed to allocate costs of accessing telecommunications devices to deaf and hard of hearing prisoners or those with whom they communicate.<sup>29</sup> Additionally, ICS rates for such calls should not be higher than those charged to other prisoners and their families. It is important to keep in mind that this issue impacts not only prisoners who are deaf or hard of hearing, but also those with whom they communicate outside of prison or jail who are deaf or hard of hearing.

## **3. International Calls**

New Jersey Advocates for Immigrant Detainees and the NYU Law Immigrant Rights Clinic cite a range of \$18 to \$45 for a 15-minute international ICS call from local jails in New Jersey.<sup>30</sup> A 15-minute international call from the Minnesota Department of Corrections costs up to \$40.80 (\$2.72/minute for calls to Cambodia). *See* Exhibit A at 12. The Commission is well aware of the importance of the support of family and friends during times of detention, but the impact of exorbitant international ICS rates on legal proceedings must also be considered. According to one study, 74% of immigrants facing deportation who were not detained (and thus not subject to high international ICS phone rates) obtained relief in immigration proceedings and were able to stay in the United States; however, only 3% of detained immigrants in deportation proceedings (who were subject to high international ICS rates) achieved the same relief.<sup>31</sup>

As stated by New Jersey Advocates for Immigrant Detainees and NYU Law Immigrant Rights Clinic, "High ICS rates clearly impact the legal rights of immigrant detainees in New Jersey and elsewhere."<sup>32</sup> Exorbitant international ICS rates are a significant problem that must be addressed by the Commission, if not in this proceeding then in a separate proceeding.

## **C. Reforms to Ancillary Fees**

### **1. "Single Call" Services**

HRDC agrees with the conclusions drawn by the Alabama Public Service Commission's investigation into single call services, as reported in a comment filed by the Prison Policy Initiative (PPI) in response to the Second Further Notice:

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<sup>27</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2015, at 5-8.

<sup>28</sup> *See* [www.prisonphonejustice.org/PA/PA-Contract-with-Securus-2014](http://www.prisonphonejustice.org/PA/PA-Contract-with-Securus-2014) (at pp.200-201).

<sup>29</sup> Comment of Rosen Bien Galvan & Grunfeld, LLP, WC Docket 12-375, filed January 5, 2015, at 2.

<sup>30</sup> Comment of New Jersey Advocates for Immigrant Detainees and NYU Law Immigrant Rights Clinic, WC Docket 12-375, filed January 12, 2015, at 2.

<sup>31</sup> *Id.* at 8.

<sup>32</sup> *Id.*

. . . single payment services may be purposely diverted to third-party payment processors where exorbitant unregulated rates are charged by the provider and the revenues associated therewith are purposely concealed not only from regulators but from the facility served by the provider.<sup>33</sup>

Described as “the next evolutionary step forward” and “a new product where fees constitute almost the entirety of the charge to the customer,” PPI conservatively estimates that there are “16 million ‘single calls’ a year costing families \$183 million.”<sup>34</sup> The fact that a “new” product could be developed and marketed with such high volume is just another example of the ICS providers’ never-ending efforts to extract as much money as possible from prisoners’ families in a largely unregulated environment.

Moreover, the ancillary fees for prison and jail phone services are unique to the ICS market. No other consumer, given a free choice, chooses to pay ancillary fees for telephone services and, most importantly, outside of the ICS monopoly context the telecom industry does not charge consumers ancillary fees to fund their accounts, pay bills, seek refunds, etc. The Commission should not allow ICS providers to do so where prisoners and their family members have no alternative if they want to communicate by phone.

## 2. Bundling Services

As noted in PPI’s comment concerning Advanced Inmate Communications Services,<sup>35</sup> services such as video visitation, voicemail, video voicemail and email are steadily making their way into correctional facilities. While such advanced services address a real need, the Commission should take special notice of the pricing of these services and should expressly prohibit the bundling of regulated services with any services that the contracting parties consider to be unregulated, as recommended by PPI.<sup>36</sup> Otherwise, ICS providers have an incentive to recoup loss of revenue due to rate caps and other limits on ICS services by increasing the costs or fees associated with unregulated advanced communications services.

## 3. Confiscation of Unclaimed Funds

We support PPI’s position that the Commission should take unclaimed funds into consideration when implementing reforms related to ancillary fees.<sup>37</sup> While financial data is not yet available, the dollar amounts involved in this practice “could easily be in the tens of millions of dollars”<sup>38</sup> according to PPI. FCC oversight and regulation of remainder funds in ICS accounts is critical given that 95% of prisoners held in jails are released, as opposed to state or federal prisons.<sup>39</sup>

<sup>33</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 12, 2015, at 1-2 (re: ¶¶98-102 of Second Further Notice, single call programs).

<sup>34</sup> *Id.* at 3.

<sup>35</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 12, 2015 (re: ¶¶145-151 of Second Further Notice, Advanced Inmate Communications Services).

<sup>36</sup> *Id.*

<sup>37</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 12, 2015, at 5-6 (re: § III(C) of Second Further Notice, ICS providers seizing unclaimed funds).

<sup>38</sup> *Id.* at 1.

<sup>39</sup> *Id.*

The money in ICS accounts belongs to the consumer, not to ICS providers, and the practice of seizing funds and not turning them over as unclaimed property should not be allowed. A recent ICS contract between CenturyLink and the Idaho Department of Corrections generally prohibits refunds for unused phone time: “Unused phone time will only be refunded when an Inmate has been moved to a county jail, or an out-of-state facility or in the event the Inmate’s conviction is vacated.” See Exhibit B at ¶12.2(ii). This issue was addressed by 51 former State Attorneys General who filed a joint letter in support of action by the Commission with respect to ICS reform.<sup>40</sup> As noted in their letter:

The record also reflects an additional practice that the FCC should address. In some cases, telecoms are actually taking prepaid monies from prisoner accounts if for whatever reason the account is “inactive” for a period of time. Any action taken by the FCC should therefore include the elimination of this practice. Additionally, the telecoms should not be allowed to charge refund fees to return consumer funds.<sup>41</sup>

Only a few ICS providers are turning over their customers’ unclaimed funds in the states in which they provide ICS services.<sup>42</sup> This practice must cease immediately; ICS providers have taken excessive amounts of money from prisoners and their families for decades in the form of exorbitant prison and jail phone rates and ancillary fees; they should not be allowed to also take funds directly from ICS accounts, whether based on account inactivity or otherwise.

#### **D. Video Visitation**

HRDC supports the recommendations made by PPI in their report on video visitation filed in this proceeding,<sup>43</sup> in particular the recommendations against reducing or eliminating in-person visitation and in favor of regulating the cost of video visits. There is ample evidence that ICS providers and correctional agencies will monetize every form of human contact possible in their efforts to extract as much money as they can from prisoners and their families. They have done so with ICS and email services, and are now starting to expand into video visitation. Two recent attempts (one successful) by Securus to require correctional facilities to eliminate all in-person visits in order to increase the volume of video visitation – and thus associated revenue – were documented in HRDC’s comment in response to the Second Further Notice.<sup>44</sup>

While we continue to believe that the Commission has jurisdiction to review and regulate video visitation services, we also believe that issue should be addressed in a separate proceeding using PPI’s report as a primer – as well as other research studies released by The Sentencing Project,<sup>45</sup> Grassroots Leadership<sup>46</sup> and the U.S. Department of Justice, National Institute of Corrections.<sup>47</sup>

<sup>40</sup> Comment of 51 former State Attorneys General, WC Docket 12-375, filed January 9, 2015.

<sup>41</sup> *Id.* at 2.

<sup>42</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 12, 2015, at 3-4 (re: § III(C), ICS providers seizing unclaimed funds).

<sup>43</sup> Comment of Prison Policy Initiative, WC Docket 12-375, filed January 13, 2015, at 27-31 (video visitation report, *Screening Out Family Time: The For-Profit Video Visitation Industry in Prisons and Jails*).

<sup>44</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2015, at 13.

<sup>45</sup> [http://sentencingproject.org/doc/publications/cc\\_Video\\_Visitation\\_White\\_Paper.pdf](http://sentencingproject.org/doc/publications/cc_Video_Visitation_White_Paper.pdf).

<sup>46</sup> [http://grassrootsleadership.org/sites/default/files/uploads/Video%20Visitation%20\(web\).pdf](http://grassrootsleadership.org/sites/default/files/uploads/Video%20Visitation%20(web).pdf).

Issues specifically related to video visitation should not delay the long-awaited implementation of comprehensive ICS reforms.

### **E. Lack of Regulation by State Public Utility Commissions**

HRDC previously submitted a comment regarding states that lack public utility regulation of intrastate ICS rates, including Colorado, Tennessee and Virginia.<sup>48</sup> We can add Idaho to this list based on the comment filed by the American Civil Liberties Union of Idaho,<sup>49</sup> as ICS is not a basic local exchange service as defined in the Telecommunications Act of 1998 enacted by the Idaho legislature.<sup>50</sup> The Idaho Department of Correction (IDOC) filed a comment disagreeing with “the FCC’s assertion that commissions ‘are the primary reason ICS rates are unjust and unreasonable.’”<sup>51</sup> While the IDOC supports caps on per-minute call rates, they maintain that \$0.07/minute is too low; a \$0.14/minute ICS rate with no surcharges or connection fees became effective for IDOC prisoners on October 1, 2014, when a new contract with CenturyLink went into effect.<sup>52</sup> *See* Exhibit B at 57.

The commission kickback in the IDOC contract is called an “ADP fee,” and has nothing to do with ICS revenue or call volume. Rather, the fee is based on IDOC’s average daily population (ADP) – again demonstrating the creative ways that ICS providers and the government agencies with which they contract can formulate revenue-sharing methods. CenturyLink pays IDOC a flat rate of \$20.00 per prisoner per month. *Id.* at 36-37. Using the sample calculation in the contract based on the IDOC’s ADP for July 2013, Idaho prison officials would receive an annual ADP fee from CenturyLink of \$1,772,400 – paid by revenue from prisoners and their families.

Given the fact that Idaho is a state that cannot regulate intrastate ICS rates, the ACLU of Idaho has urged the Commission “to exercise the full extent of its authority to regulate inmate calling services, regardless of whether those services might otherwise be considered interstate or intrastate in nature.”<sup>53</sup> This demonstrates the need for the Commission to implement intrastate ICS rate caps to ensure that consumers in Idaho, as well as in other states that are unable to regulate intrastate calls, have access to just, reasonable and fair prison and jail phone rates.

The Arizona Corporation Commission (ACC) claims to regulate “Arizona’s public service corporations, including telecommunications providers.”<sup>54</sup> The ACC further claims that “ICS in Arizona is subject to the oversight of the ACC and the ADOC.”<sup>55</sup> Assuming this is correct, they are doing a poor job of regulating ICS to protect consumers in Arizona. As noted in our comment

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<sup>47</sup> <https://s3.amazonaws.com/static.nicic.gov/Library/029609.pdf>.

<sup>48</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed December 20, 2013, at 7-8. *See also*, Reply Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2014, at 3-6.

<sup>49</sup> Comment of American Civil Liberties Union of Idaho, WC Docket 12-375, filed January 6, 2015, at 1.

<sup>50</sup> *Id.* at 1-2.

<sup>51</sup> Comment of Idaho Department of Corrections, WC Docket 12-375, FCC 13-113, FCC 14-158 (Further Notice of Proposed rulemaking for Inmate Calling Services), at 2.

<sup>52</sup> *Id.* at 1.

<sup>53</sup> Comment of American Civil Liberties Union of Idaho, WC Docket 12-375, filed January 6, 2015, at 1.

<sup>54</sup> Comment of the Arizona Corporation Commission, WC Docket 12-375, filed January 12, 2015, at 1.

<sup>55</sup> *Id.*

in response to the Second Further Notice, the ADOC recently entered into a new ICS contract with CenturyLink that increased the site commission payable to the ADOC from 53.7% to an astounding 93.9%.<sup>56</sup> Under the new contract, the cost of a 15-minute collect intrastate intra-LATA call is \$5.00, while the cost of a 15-minute collect intrastate interLATA call is \$6.00 – which ties for the third-highest intrastate ICS rate in the nation.<sup>57</sup> We submit that the increase in the site commission was for the benefit of the ADOC, not the prisoners and their families who are required to pay high intrastate rates to support a site commission of almost 94%.

As stated in a prior comment filed by HRDC in this proceeding, “According to a report by the National Regulatory Research Institute, ‘Between 2010 and April 30, 2012, 21 state legislatures enacted laws that limit what [Public Utilities Commissions] can regulate.... As of the end of April 2012, deregulation legislation was pending in an additional 14 states.’ The report further stated that ‘Many of the new laws cite competition as the reason for deregulation’; however, as noted previously, the ICS market is largely non-competitive.”<sup>58</sup>

It is readily apparent that even where state regulatory bodies have the authority and ability to regulate the intrastate ICS market, they lack the political will or inclination to do so. After the Commission issued its *Order* capping interstate ICS phone rates, that should have served as a bellwether for state public utility commissions to take similar action to protect consumers from high intrastate ICS rates and fees. With the exception of Alabama,<sup>59</sup> it appears that none have chosen to do so. This highlights the need for the Commission to take action to protect consumers nationally, as the past decades of exploitative ICS practices and profiteering indicate that absent action by the Commission, nothing will be done at the state level in the vast majority of states. As the Commission has recognized, “most states either cannot or will not act.”<sup>60</sup>

## F. Flat Rate Calls

We again stress the need for the Commission to clarify the intent of the interstate ICS rate caps that went into effect on February 11, 2014, as well as any future rate caps, and require that ICS providers cease rolling capped per-minute rates into a single flat rate. As noted in our initial comment in response to the Second Further Notice, some ICS providers charge the maximum allowable amount for interstate calls in the form of a flat per-call rate – \$3.75 for collect and \$3.15 for prepaid/debit calls.<sup>61</sup>

It is HRDC’s position that this practice is contrary to the intent of the Commission’s *Order*, and our position is shared by prisoners and their families who have to pay the flat rate regardless of call duration. Our Florida office recently received a call from Shantha Jayapathy, a Minnesota DOC prisoner currently housed at the Mille Lacs County Jail. She called to notify us of flat-rate ICS calls and to share her opinion that the flat rate violates the spirit of the Commission’s *Order*,

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<sup>56</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed January 13, 2015, at 7.

<sup>57</sup> *Id.* at Exhibit C.

<sup>58</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed December 20, 2013, at 8.

<sup>59</sup> Final Order of Alabama Public Service Commission Adopting Revised Inmate Phone Service Rules, Docket 15957 (July 7, 2014); *see also* Rebuttal of Alabama Public Service Commission to ICS Vendor Proposal, WC Docket 12-375, filed September 30, 2014.

<sup>60</sup> Second Further Notice, ¶117.

<sup>61</sup> *Id.* at 8.

which set a maximum per-minute rate of \$0.21 to \$0.25 for interstate ICS calls. Ms. Jayapathy accurately pointed out that when she calls her mother in Iowa and their call does not last a full 15 minutes, they pay well over the per-minute interstate rate caps. For example, a five-minute long distance collect ICS call based on a flat rate of \$3.75 effectively costs \$0.75/minute – three times the cap imposed by the Commission. No other consumer pays this type of rate for a 15-minute call; rather, non-incarcerated persons pay for “flat rate” unlimited *monthly* calling plans.

### **G. Comment of Praeses, LLC**

In reply to Praeses, LLC’s belief that “The FCC should defer to the expertise of facilities with respect to issues of inmate welfare and security, including ICS regulation,”<sup>62</sup> we respectfully submit that the lengthy history of exploitive price gouging and other abuses by ICS providers and the government agencies with which they contract evidences why this proceeding was filed in the first place. Correctional agencies and ICS providers have been given free reign for decades with respect to ICS, and have only utilized their “expertise” to figure out how to maximize the profit they can extract from prisoners and their family members. If ICS providers and corrections officials truly cared about “issues of inmate welfare,” they would not exploit prisoners and their loved ones, and would instead charge the lowest ICS costs possible to maximize communication between prisoners and their families. Obviously that has not happened in most cases, because 41 state DOCs and all 3,160-plus local jails use the exploitive commission-based ICS model.

While the administration of a correctional facility is a complex undertaking, the regulation of ICS is squarely within the Commission’s jurisdiction, and the Commission should use its expertise relative to telecom services to ensure that Praeses and the correctional agencies with which it consults do not continue to exploit prisoners and their families. It’s important to take note of the parasitic relationship between Praeses and correctional agencies when considering its comment in response to the Second Further Notice: Once correctional facilities no longer receive large site commissions from ICS providers, their ability and willingness to pay for consultant services such as those offered by Praeses will most likely decrease. Accordingly, Praeses has a vested interest in maintaining the exploitive status quo with respect to ICS – particularly the continuation of the commission-based ICS model.

### **H. Jurisdictional Issues**

The Second Further Notice seeks “comment on the Commission’s legal authority to restrict the payment of site commissions in the ICS context pursuant to sections 276 and 201(b) of the Act,”<sup>63</sup> as well as “whether section 276 gives the Commission jurisdiction over charges that are ancillary to ICS to the extent such services are considered IP-enabled services,”<sup>64</sup> and whether the Commission has jurisdiction over “single call services to wireless phones.”<sup>65</sup> HRDC has previously commented on the Commission’s jurisdiction over interstate and intrastate ICS generally under sections 276 and 201(b),<sup>66</sup> and we adopt and endorse the joint comment of

<sup>62</sup> Comment of Praeses, LLC, WC Docket 12-375, filed January 12, 2015, at 7.

<sup>63</sup> Second Further Notice, ¶¶29 and 36.

<sup>64</sup> *Id.* at ¶¶85-86.

<sup>65</sup> *Id.* at ¶101.

<sup>66</sup> Comment of Alex Friedmann, Human Rights Defense Center, WC Docket 12-375, filed December 20, 2013, at 6-7.

the Petitioners, the D.C. Prisoners' Legal Services Project, Inc. and CURE<sup>67</sup> with respect to the Commission's jurisdiction over issues related to intrastate ICS calls and ancillary fees.

Additionally, as stated above, it is HRDC's position that if the Commission adopts per-minute rate caps that are sufficiently low – such as the \$.05 to \$.07 per minute range that we suggest – then problems related to site commissions will be effectively resolved without the Commission having to explicitly prohibit site commissions or similar revenue-sharing practices, thereby avoiding any potential jurisdictional issues.

### III. Conclusion

This petition originally came before the Commission in November 2001 as a result of a lawsuit filed in the United States District Court for the District of Columbia by lead petitioner Martha Wright, an African American grandmother who had to choose between paying her rent and medication bills or speaking with her incarcerated grandson due to the high cost of prison phone calls. Mrs. Wright died on January 18, 2015, fourteen years after the petition was filed. Sadly, she did not live to see the enactment of comprehensive ICS reform and an end to the abuse of consumers who have loved ones in prison, whose very love, expressed through phone calls, has been monetized and exploited by ruthless telecom companies and their government allies.

In memory of Mrs. Wright and the millions of consumers who have been financially exploited for decades, we request that the Commission act promptly to cap the cost of all calls from ICS providers, both interstate and intrastate, at between \$.05 and \$.07 per minute, to ban all ICS site commissions and other revenue sharing with government agencies, and to ban all ancillary ICS fees. Such rules should be implemented within 60 to 90 days after the Commission's order on the Second Further Notice becomes effective, as prisoners and their family members and supporters have already waited too long for the just, reasonable and fair phone rates that other consumers enjoy outside the captive ICS market.

If members of the Commission have questions or require any additional information, please do not hesitate to contact us.

Sincerely,



Paul Wright  
Executive Director, HRDC

Attachments

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<sup>67</sup> Comment of Martha Wright, *et al.*, D.C. Prisoners' Legal Services Project, Inc. and Citizens United for Rehabilitation of Errants, WC Docket 12-375, filed January 13, 2015.

# **Exhibit A**

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.298.2600, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

### CONTRACT RELEASE: T-512

DATE: MAY 11, 2012

PRODUCT/SERVICE: TELECOM: OFFENDER/CLIENT TELEPHONE CALLING SYSTEM

CONTRACT PERIOD: APRIL 1, 2010, THROUGH MARCH 31, 2013

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: MIKE BRICK

PHONE: 651.201.2445    E-MAIL: [mike.brick@state.mn.us](mailto:mike.brick@state.mn.us)    WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
GLOBAL TEL*LINK CORPORATION 2609 Cameron Street Mobile, AL 36607	442859 (MAPS) 00000000000000000013445 (SWIFT)	NET 30	AS SPECIFIED
VENDOR NO.: 20021887701 (MAPS) 0000228094 (SWIFT)	CONTACT: Chris Moore E-MAIL: <a href="mailto:Chris.Moore@gtl.net">Chris.Moore@gtl.net</a>	PHONE: 336.676.9770 FAX: 800.474.3385	
	CONTACT: Bob Parnell E-MAIL: <a href="mailto:Bob.Parnell@gtl.net">Bob.Parnell@gtl.net</a>	PHONE: 319.360.3999 MOBILE: 336.337.1693	

CONTRACT USERS. This Contract is available to the Department of Corrections Correctional Facilities and the Department of Human Service locations at Moose Lake and St. Peter, MN.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your agency, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

## SPECIAL TERMS AND CONDITIONS

**SCOPE.** To provide for an Offender/ Client Telephone Calling System for the Department of Corrections (DOC) and Department of Human Services (DHS) facilities located at: Oak Park Heights, Stillwater, Rush City, St. Cloud, Faribault, Lino Lakes, Moose Lake, Red Wing, Shakopee, St. Paul, St. Peter, Togo and Willow River. This Contract shall provide the best combination of security, reliability, service and calling commissions using a combined debit/collect call system. Long distance calls shall be at the predominant carrier debit/collect rates. International calling access shall be provided in the form of debit only.

The State will not need to invest capital expenditures to procure equipment that provides the required service. Installation fees, including the other common carriers' charges required for installation of special circuits or local lines that might be required to operate the service, are the responsibility of the Contract Vendor. The Contract Vendor will also pay all monthly charges and maintenance costs for the term of the Contract including all extensions.

The Contract Vendor will be responsible for all collections from collect calls, local and long distance, and will pay each facility its share of the revenue within 45 days from the end of the month covered. The Contract Vendor will also provide an electronic statement for all debit calls, and the amount due, within 45 days from the end of the month covered. The Contract Vendor will identify the percentage of commission paid each month to each facility.

The State reserves the right to renegotiate the resulting contract if additional Department of Corrections' and Department of Human Services' facilities are added. Also, the State, with the consent of the Contract Vendor, reserves the right to extend the Contract to other State agencies or political subdivisions who are members of the State's Cooperative Purchasing Venture (CPV) program.

**PRICES.** This is a commission only Contract, at no cost to the State.

The Contract Vendor shall provide offender/client - calling service/systems at the locations listed below:

DOC Central Office, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55104

### DOC Correctional Facilities

Faribault, 1101 Linden Lane, Faribault, MN 55021  
Lino Lakes, 7525 4<sup>th</sup> Ave., Lino Lakes, MN 55014  
Moose Lake, 1000 Lakeshore Drive, Moose Lake, MN 55767  
Oak Park Heights, 5329 Osgood Ave., Oak Park Heights, MN 55082  
Rush City, 7600 525<sup>th</sup> St., Rush City, MN 55069  
Red Wing, 1079 Hwy. 292, Red Wing, MN 55066  
St. Cloud, 2305 Minnesota Blvd, St. Cloud, MN 56304  
Shakopee, 1010 W. 6<sup>th</sup> Ave., Shakopee, MN 55379  
Stillwater, 970 Pickett St. North, Bayport, MN 55003  
Togo, 62741 County Road 55, Togo, MN 55723  
Willow River, 86032 County Highway 61, Willow River, MN

### DHS Facilities

St. Peter Regional Treatment Center, 100 Freeman Dr., St. Peter, MN  
MSOP, 1111 Highway 73, Moose Lake, MN 55767

### General Requirements:

Call charges, including per call surcharges and per minute charges, shall not exceed standard industry rates for intra-inter LATA services, nor local exchange carrier rates for local calling services for comparable services charged to the person called. This includes all rate categories. Except for International call rates (which are identified in Exhibit A to the Contract), the call charges of this Contract are set forth in the **Rate Schedule** below. The Contract Vendor shall provide 30 days' prior written notice of any rate changes to the Acquisition Management Specialist and the DOC and DHS Financial Services Operations Director.

The Contract Vendor is to be responsible for fraudulent calls, uncollectibles or disputed charges. The State will assume no liability.

Such matters will be between the Contract Vendor and the called/billed party (for collect calls) or the offender/client (for debit calls) and will be governed by Contract Vendor's applicable Federal or State tariff(s) and their successor(s) in effect during the Contract term. Fraudulent calls, uncollectibles or disputed charges will not reduce the "Commissionable Revenue" on which Contract Vendor will pay the State commissions.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom and MacTek telephone monitoring system, including all circuits and facilities provided by the local telephone company or other carriers.

The Contract Vendor shall be responsible for all coordination with the current Mercom and MacTek Contract Vendors and both the local and inter-exchange carriers. The Contract Vendor is not to order or place in service any type of equipment or facilities that would result in charges to the State without a written purchase order from the State.

The telephone-to-offender/client ratio will be determined by each correctional facility/hospital.

The Contract Vendor shall provide detailed flow charts depicting the call-processing sequence including all associated equipment.

**Permits, Licenses and Fees:** The Contract Vendor must obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

**Support/Maintenance:** The Contract Vendor must supply support and maintenance for the system and for leased TTY and telephone equipment at no cost to the State.

The Contract Vendor shall have a certified and/or fully trained technician to do all installation, maintenance and repair. A maintenance facility or certified and/or fully trained technician shall be located within 100 miles of each State correctional facility/hospital.

All Contract Vendor employees and subcontractor's employees must have security clearance to perform work on correctional facilities/hospitals premises. Security clearance requirements to be determined by DOC/DHS personnel.

The Contract Vendor shall provide one technical contact person available 24 hours a day, 365 days a year and one business contact available during normal business hours.

The Contract Vendor will offer continuing software updates as technology allows and maintain the current version at each site at no additional cost to the State. The Contract Vendor must provide a schedule of planned upgrades to each site.

Service response will include any necessary replacement of failed parts to make the equipment fully operational. This work will be coordinated with the customer. On-site support and replacement of parts and leased equipment will be at no cost to the State.

Repair and maintenance is to be provided, solely at the expense of the Contract Vendor.

Repair must be available 24 hours a day, seven days a week including holidays.

**RATE SCHEDULE.**

Type of Call	Debit No Surcharge	Collect Surcharge	Collect Rate - 1 <sup>st</sup> Minute	Collect Rate - each Add'l Min.
Local	\$0.35/call	-----	\$1.05	\$0.05
IntraLATA Intrastate	\$0.32/minute	\$3.00	\$0.13	\$0.13
InterLATA Intrastate	\$0.32/minute	\$3.00	\$0.23	\$0.23
Interstate	\$0.32/minute	\$3.95	\$0.89	\$0.89
International	See Attached Exhibit A		See Attached Exhibit A	

Contract Release: T-512

**REVISIONS:**

05/11/2012 Updated vendor contact information.

02/08/2012 AMS reassignment to Mike Brick.

Exhibit A

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Each Min	Country	CC	UNITS Per Min	Standard Each Min
Afghanistan	93	5	1.70	Belarus	375	4	1.36
Albania	355	4	1.36	Belgium	32	4	1.36
Algeria	213	4	1.36	Belize	501	4	1.36
America Samoa	684	5	1.70	Benin	229	4	1.36
Andorra	376	4	1.36	Bermuda	441	3	1.02
Angola	244	4	1.36	Bhutan	975	5	1.70
Argentina	214/986	3	1.02	Bolivia	591	6	2.04
Antarctica	672	4	1.36	Bosnia-Herzegovina	387	4	1.36
Antigua	268/981	3	1.02	Botswana	267	4	1.36
Argentina	54	5	1.70	Brazil	55	5	1.70
Armenia	374	4	1.36	Br. Virgin Islands	384/595	3	1.02
Aruba	297	4	1.36	Brunel	673	5	1.70
Ascension Island	247	4	1.36	Bulgaria	359	4	1.36
Australia	61	4	1.36	Burkina Faso	226	4	1.36
Austria	43	4	1.36	Burundi	257	4	1.36
Azerbaijan	994	4	1.36	Cambodia	855	8	2.72
Bahrain	242/889	3	1.02	Cameroon	237	4	1.36
Bahram	973	5	1.70	Canada*	See last page	3	1.02
Bangladesh	880	5	1.70	Cape Verde Is	238	4	1.36
Barbados	276	5	1.70	Cayman Islands	345/904	3	1.02

INTERNATIONAL COUNTRIES							
Country	CC	1997's Per Mio	Standards Nbr	Country	CC	1997's Per Mio	Standards Nbr
Central Afr Rep	236	4	1.36	Ecuador	593	6	2.04
Chad	235	4	1.36	Egypt	20	6	2.04
Chile	56	4	1.36	El Salvador	503	5	1.70
China	86	8	2.72	Equatorial Guinea	240	4	1.36
Christmas & Cocos Island	672	4	1.36	Eritrea	291	4	1.36
Colombia	57	6	2.04	Estonia	372	4	1.36
Comoros	269	4	1.36	Ethiopia	251	4	1.36
Congo	242	4	1.36	Faeros Islands	298	4	1.36
Cook Island	682	5	1.70	Falkland Isl.	500	4	1.36
Costa Rica	506	4	1.36	Fiji Islands	679	5	1.70
Croatia	385	4	1.36	Finland	358	4	1.36
Cuba	53	4	1.36	France	33	4	1.36
Cyprus	357	4	1.36	French Antilles	596	4	1.36
Czech Republic	42	4	1.36	French Guiana	594	4	1.36
Denmark	45	4	1.36	French Polynesia	689	5	1.70
Diego Garcia	246	4	1.36	Gabon	241	4	1.36
Djibouti	253	4	1.36	Gambia	220	4	1.36
Dominica	767	3	1.02	Georgia	995	4	1.36
Dominican Rep.	854/809	5	1.70	Germany	49	4	1.36
Easter Island	56	4	1.36	Ghana	233	4	1.36

INTERNATIONAL COUNTRIES							
Country	CC	1995 Per 1000	Standard Dev Ratio	Country	CC	UNHS Per 1000	Standard Dev Ratio
Gibraltar	350	4	1.36	Ireland	353	4.00	1.36
Greece	30	4	1.36	Israel	972	5.00	1.7
Greenland	299	4	1.36	Italy	39	4.00	1.36
Grenada	295/473	3	1.02	Ivory Coast	225	4.00	1.36
Gundeloupe	590	4	1.36	Jamaica	876	5.00	1.7
Guam	671	4	1.36	Japan	81	4.00	1.36
Guantanamo Bay	53	4	1.36	Jordan	962	5.00	1.7
Guatemala	502	4	1.36	Kazakhstan	7	4.00	1.36
Guinea	224	4	1.36	Kenya	254	4.00	1.36
Guinea Bissau	245	4	1.36	Kiribati	686	5.00	1.7
Guyana	592	4	1.36	Korea	82/884/850	5.00	1.7
Haiti	509	5	1.70	Kuwait	965	5.00	1.7
Honduras	504	6	2.04	Kyrgyzstan	996	4.00	1.36
Hong Kong	852	5	1.70	Laos	856	5.00	1.7
Hungary	36	4	1.36	Latvia	371	4.00	1.36
Iceland	354	4	1.36	Lebanon	961	5.00	1.7
India	91	7	2.38	Lesotho	266	4.00	1.36
Indonesia	62	5	1.70	Liberia	231	4.00	1.36
Iran	98	5	1.70	Libya	218	4.00	1.36
Iraq	964	5	1.70	Liechtenstein	423	4.00	1.36

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Rate Min	Country	CC	UNITS Per Min	Standard Rate Min
Lithuania	370	4	1.36	Montserrat	663	3	1.02
Luxemburg	352	4	1.36	Moraco	212	4	1.36
Macao	853	5	1.70	Mozambique	258	4	1.36
Macedonia	389	4	1.36	Mvanuar	95	5	1.70
Madagascar	261	4	1.36	Nakhodka	7	4	1.36
Malawi	265	4	1.36	Namibia	264	3	1.02
Malaysia	60	5	1.70	Nauru	674	5	1.70
Maldives	960	5	1.70	Nepal	977	5	1.70
Mali Republic	223	4	1.36	Netherlands	31	4	1.36
Malta	356	4	1.36	Netherlands Antilles	599	4	1.36
Marshall Islands	692	5	1.70	Novis	869	3	1.02
Mauritania	222	4	1.36	New Caledonia	687	5	1.70
Mauritius	230	4	1.36	New Zealand	64	5	1.70
Mayotte Island	269	4	1.36	Nicaragua	505	6	2.04
Mexico	52	4	1.36	Niger	227	4	1.36
Micronesia	691	8	2.72	Nigeria	234	4	1.36
Midway	808	4	1.36	Niue Island	683	5	1.70
Moldova	373	4	1.36	Norfolk Island	672	5	1.70
Monaco	377	4	1.36	Norway	47	4	1.36
Mongolia	976	5	1.70	Oman	968	5	1.70

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Cost Min	Country	CC	UNITS Per Min	Standard Cost Min
Pakistan	92	5	1.70	Senegal Rep.	221	4	1.36
Palau	680	5	1.70	Seychelles	248	4	1.36
Panama	507	5	1.70	Sierra Leone	232	4	1.36
Paraguay	595	6	2.04	Singapore	65	5	1.70
Peru	51	4	1.36	Slovakia	421	4	1.36
Philippines	63	5	1.70	Slovenia	386	4	1.36
Pitcairn Island	872	5	1.70	Solomon Islands	677	5	1.70
Poland	48	5	1.70	Somalia	252	4	1.36
Portugal	351	4	1.36	South Africa	27	4	1.36
Qatar	974	6	2.04	Spain	34	4	1.36
Rep. of Yemen	967	5	1.70	Spain	34	5	1.70
Reunion Island	262	4	1.36	Sri Lanka	94	4	1.36
Romania	40	7	2.38	St Helena	290	3	1.02
Russia	7	4	1.36	St. Kitts	869	3	1.02
Rwanda	250	4	1.36	St. Lucia	758	3	1.02
Sajpar	670	4	1.36	St. Pierre	508	4	1.36
Sakhalin	7	4	1.36	St. Vincent	784	3	1.02
San Marino	378	3	1.02	Sudan	249	4	1.36
Sao Tome	239	4	1.36	Suriname	597	4	1.36
Saudi Arabia	966	6	2.04	Swaziland	268	3	1.02
Papau New Guinea	675	5	1.70	Sweden	46	4	1.36

INTERNATIONAL COUNTRIES							
Country	CC	UNITS Per Min	Standard Rate Min	Country	CC	UNITS Per Min	Standard Rate Min
Switzerland	41	4	1.36	Vanuatu	678	5	1.70
Syria	963	8	2.72	Vatican City	39	4	1.36
Tajikistan	992	4	1.36	Venezuela	58	4	1.36
Taiwan	886	5	1.70	Vietnam	84	8	2.72
Tanzania	255	4	1.36	Wake	808	4	1.36
Thailand	66	5	1.70	Wallis & Futuna	681	5	1.70
Topo	228	4	1.36	Western Sahara	34	4	1.36
Tonga	676	5	1.70	Western Samoa	685	5	1.70
Trinidad/Tobago	868/988	3	1.02	Yugoslavia	381	4	1.36
Tunisia	216	4	1.36	Zaire	243	4	1.36
Turkey	90	5	1.70	Zambia	260	4	1.36
Turkmenistan	993	4	1.36	Zimbabwe	263	4	1.36
Turks & Caicos	649	3	1.02				
Tuvalu	688	5	1.70				
Uganda	256	4	1.36				
Ukraine	380	5	1.70				
United Arabs	971	5	1.70				
United Kingdom	44	3	1.02				
Uruguay	598	4	1.36				
Uzbekistan	998	4	1.36				

\*\* Canadian Area Codes are:  
 204, 248, 289, 306, 403, 416, 418, 450, 508, 514, 519, 404, 613, 647,  
 705, 709, 778, 781, 807, 819, 867, 902, 905

AMENDMENT NO. 1 TO CONTRACT NO. 442859, RELEASE NO. T-512

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Global Tel\*Link Corporation, 2609 Cameron Street, Mobile, AL 36607 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as No. 442859, April 1, 2010, to March 31, 2012 ("Contract"), to provide Telecom: Offender/Client Telephone Calling System ; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly allow changes to be made, upon mutual agreement between the State of Minnesota and the Contract Vendor.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contract Vendor shall provide International Calling Rates at the prices set forth in Exhibit A, and the following changes to local service costs.

Local Service - Collect Surcharge shall be at no cost.  
Local Service - Collect Rate - 1<sup>st</sup> Minute shall be \$1.05

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect until March 31, 2010, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. GLOBAL TEL\*LINK CORPORATION  
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: PRESIDENT - SERVICES

Date: 5/24/10

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2. MATERIALS MANAGEMENT DIVISION  
In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 5-26-10

3. COMMISSIONER OF ADMINISTRATION  
Or delegated representative.

By: [Signature]

Date: 5/27/10

Exhibit A

Afghanistan	93	5	1.70	Belarus	375	4	1.36
Albania	355	4	1.36	Belgium	32	4	1.36
Algeria	213	4	1.36	Belize	501	4	1.36
America Samoa	684	5	1.70	Benin	229	4	1.36
Andorra	376	4	1.36	Bermuda	443	3	1.02
Angola	244	4	1.36	Bhutan	975	5	1.70
Anguilla	264/986	3	1.02	Bolivia	591	6	2.04
Antarctica	672	4	1.36	Bosnia-Herzegovina	387	4	1.36
Antigua	268/981	3	1.02	Botswana	267	4	1.36
Argentina	54	5	1.70	Brazil	55	5	1.70
Armenia	374	4	1.36	Br. Virgin Islands	284/648	3	1.02
Aruba	297	4	1.36	Brunei	673	5	1.70
Ascension Island	247	4	1.36	Bulgaria	359	4	1.36
Australia	61	4	1.36	Burkina Faso	226	4	1.36
Austria	43	4	1.36	Burundi	257	4	1.36
Azerbaijan	994	4	1.36	Cambodia	855	8	2.72
Bahamas	242/889	3	1.02	Cameroon	237	4	1.36
Bahrain	973	5	1.70	Canada**	See last page	3	1.02
Bangladesh	880	5	1.70	Cape Verde Is.	238	4	1.36
Barbados	246	5	1.70	Cayman Islands	345/993	3	1.02

## INTERNATIONAL COUNTRIES

Country	CV	IN/MS Per 100	IN/MS/1000 Miles	Country	CV	IN/MS Per 100	Strength of Each Side
Central Afr Rep	236	4	1.36	Ecuador	593	6	2.04
Chad	235	4	1.36	Egypt	20	6	2.04
Chile	56	4	1.36	El Salvador	503	5	1.70
China	86	8	2.72	Equatorial Guinea	240	4	1.36
Christmas & Coos Island	672	4	1.36	Eritrea	291	4	1.36
Colombia	57	6	2.04	Estonia	372	4	1.36
Comoros	269	4	1.36	Ethiopia	251	4	1.36
Congo	242	4	1.36	Faeros Islands	298	4	1.36
Cook Island	682	5	1.70	Falkland Isl.	500	4	1.36
Costa Rica	506	4	1.36	Fiji Islands	679	5	1.70
Croatia	385	4	1.36	Finland	358	4	1.36
Cuba	53	4	1.36	France	33	4	1.36
Cyprus	357	4	1.36	French Antilles	596	4	1.36
Czech Republic	42	4	1.36	French Guiana	594	4	1.36
Denmark	45	4	1.36	French Polynesia	689	5	1.70
Diego Garcia	240	4	1.36	Gabon	241	4	1.36
Djibouti	253	4	1.36	Gambia	220	4	1.36
Dominica	767	3	1.02	Georgia	995	4	1.36
Dominican Rep.	454/800	5	1.70	Germany	49	4	1.36
Easter Island	56	4	1.36	Ghana	233	4	1.36

## INTERNATIONAL COUNTRIES

Country	CC	Airline Per Mile	Standard Rate Per Mile	Country	CC	Airline Per Mile	Standard Rate Per Mile
Gibraltar	350	4	1.36	Ireland	353	4.00	1.36
Greece	30	4	1.36	Israel	972	5.00	1.7
Greenland	299	4	1.36	Italy	39	4.00	1.36
Grenada	295/473	4	1.36	Ivory Coast	225	4.00	1.36
Guadeloupe	590	4	1.36	Jamaica	876	5.00	1.7
Guam	671	4	1.36	Japan	81	4.00	1.36
Guantanamo Bay	53	4	1.36	Jordan	962	5.00	1.7
Guatemala	502	4	1.36	Kazakhstan	7	4.00	1.36
Guinea	224	4	1.36	Kenya	254	4.00	1.36
Guinea Bissau	245	4	1.36	Kiribati	686	5.00	1.7
Guyana	592	4	1.36	Korea	82/884/850	5.00	1.7
Haiti	509	5	1.70	Kuwait	965	5.00	1.7
Honduras	504	6	2.04	Kyrgyzstan	996	4.00	1.36
Hong Kong	852	5	1.70	Laos	856	5.00	1.7
Hungary	36	4	1.36	Latvia	371	4.00	1.36
Iceland	354	4	1.36	Lebanon	961	5.00	1.7
India	91	7	2.38	Lesotho	266	4.00	1.36
Indonesia	62	5	1.70	Liberia	231	4.00	1.36
Iran	98	5	1.70	Libya	218	4.00	1.36
Iraq	964	5	1.70	Liechtenstein	423	4.00	1.36

## INTERNATIONAL COUNTRIES

Country	CV	UNITS Per MS	Spreads/Each MS	Country	CV	UNITS Per MS	Spreads/Each MS
Lithuania	370	4	1.36	Monterotario	664	3	1.02
Luxemburg	352	4	1.36	Morocco	212	4	1.36
Macao	853	5	1.70	Mozambique	258	4	1.36
Macedonia	389	4	1.36	Myanmar	95	5	1.70
Madagascar	261	4	1.36	Nakhodka	7	4	1.36
Malawi	265	4	1.36	Namibia	264	3	1.02
Malaysia	60	5	1.70	Nauru	674	5	1.70
Maldives	960	5	1.70	Nepal	977	5	1.70
Mali Republic	223	4	1.36	Netherlands	31	4	1.36
Malta	356	4	1.36	Netherlands Antilles	599	4	1.36
Marshall Islands	692	5	1.70	Nevada	899	3	1.02
Mauritania	222	4	1.36	New Caledonia	687	5	1.70
Mauritius	230	4	1.36	New Zealand	64	5	1.70
Meyotte Island	269	4	1.36	Nicaragua	505	6	2.04
Mexico	52	4	1.36	Niger	227	4	1.36
Microesia	601	8	2.72	Nigeria	234	4	1.36
Midway	808	4	1.36	Niue Island	683	5	1.70
Moldova	373	4	1.36	Norfolk Island	672	5	1.70
Monaco	377	4	1.36	Norway	47	4	1.36
Mongolia	976	5	1.70	Oman	968	5	1.70

INTERNATIONAL COUNTRIES							
Country	DC	UNITS Per Hour	Standard Rate Mile	Country	DC	UNITS Per Hour	Standard Rate Mile
Pakistan	92	5	1.70	Senegal Rep.	221	4	1.36
Palau	680	5	1.70	Seychelles	248	4	1.36
Panama	507	5	1.70	Sierra Leone	232	4	1.36
Paraguay	595	6	2.04	Singapore	65	5	1.70
Peru	51	4	1.36	Slovakia	421	4	1.36
Philippines	63	5	1.70	Slovenia	386	4	1.36
Pitcairn Island	872	5	1.70	Solomon Islands	677	5	1.70
Poland	48	5	1.70	Somalia	252	4	1.36
Portugal	351	4	1.36	South Africa	27	4	1.36
Qatar	974	6	2.04	Spain	34	4	1.36
Rep. of Yemen	967	5	1.70	Spain	34	4	1.36
Reunion Island	262	4	1.36	Sri Lanka	94	5	1.70
Romania	40	4	1.36	St. Helena	290	4	1.36
Russia	7	7	2.38	St. Kitts	869	3	1.02
Rwanda	250	4	1.36	St. Lucia	738	3	1.02
Saudi Arabia	966	4	1.36	St. Pierre	508	4	1.36
Seychelles	248	4	1.36	St. Vincent	784	3	1.02
Sikhotealin	7	4	1.36	Sudan	249	4	1.36
San Marino	378	3	1.02	Suriname	597	4	1.36
Sao Tome	239	4	1.36	Swaziland	268	3	1.02
Saudi Arabia	966	6	2.04	Sweden	46	4	1.36
Papua New Guinea	675	5	1.70				

INTERNATIONAL COUNTRIES							
Country	CC	MINUTE Per Min	Standard Rate Min	Country	CC	MINUTE Per Min	Standard Rate Min
Switzerland	41	4	1.36	Vanuatu	678	5	1.70
Syria	963	8	2.72	Vatican City	39	4	1.36
Tajikistan	992	4	1.36	Venezuela	58	4	1.36
Taiwan	886	5	1.70	Vietnam	84	8	2.72
Tanzania	255	4	1.36	Wake	808	4	1.36
Thailand	66	5	1.70	Wallis & Futuna	681	5	1.70
Togo	228	4	1.36	Western Sahara	34	4	1.36
Tonga	676	5	1.70	Western Samoa	685	5	1.70
Turkmenistan	993	3	1.02	Yugoslavia	381	4	1.36
Turkey	90	4	1.36	Zaire	243	4	1.36
Turks & Caicos	649	5	1.70	Zambia	260	4	1.36
Turvalu	688	5	1.70	Zimbabwe	263	4	1.36
Uganda	256	4	1.36				
Ukraine	380	5	1.70				
United Arab	971	5	1.70				
United Kingdom	44	3	1.02				
Uruguay	598	4	1.36				
Uzbekistan	998	4	1.36				

\*\* Canada's Area Codes are:  
 204, 250, 289, 306, 416, 418, 431, 506, 514, 519, 604, 613, 647,  
 709, 779, 781, 807, 819, 867, 888, 905

**AMENDMENT NO. 02 TO CONTRACT NO. 13445 (FORMERLY CONTRACT NO. 442859) RELEASE NO. T-512**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Global Tel\*Link Corporation, 2809 Cameron Street, Mobile, AL 36607 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract 13445, April 1, 2010, to March 31, 2012 ("Contract"), to provide for an Offender/Client Telephone Calling System; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract expressly state that the Contract may be extended for up to 36 months upon mutual consent of both parties;

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. Contract No. 442859 is converted to Contract No. 0000000000000000000013445 (13445) to accommodate orders and payments in the new Statewide Integrated Financial Tool (SWIFT) computer system.
2. That Contract No. 13445 is extended through March 31, 2013, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until March 31, 2013, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. GLOBAL TEL\*LINK CORPORATION**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: President Services

Date: 4/4/12

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 4/5/12

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: [Signature]

Date: 4/6/2012

**State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification

**BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) ~~or~~
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX C**. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). Proceed to **BOX C**.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to **BOX C**. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B** – For those companies not described in **BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to **BOX C**.

**BOX C** – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Global Telix Corporation Date: 4/11/12  
Authorized Signature: [Signature] Telephone number: 703-955-3889  
Printed Name: Jeffrey B. Haltinger Title: President Services

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, TC Metro: (651) 296-5663 Toll Free: 800-657-3704  
Saint Paul, MN 55155

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us) Fax: (651) 296-9042 TTY: (651) 296-1283

Email: [compliance.mdnr@state.mn.us](mailto:compliance.mdnr@state.mn.us)

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

### NOTICE TO THE CONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

### NOTICE TO INSURER:

The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

### REQUIREMENTS FOR THE CONTRACTOR:

The Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this Contract.

The Contractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 day's advance written notice to the State of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's Umbrella or Excess Liability Insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

**POLICY REQUIREMENTS:**

**1. Workers' Compensation Insurance:**

Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability  
\$100,000 Bodily Injury by Disease per Employee  
\$500,000 Bodily Injury by Disease Aggregate  
\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contractor.

**2. Automobile Liability Insurance:**

The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

**A. Minimum Limits of Liability:**

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

**B. Coverages:**

Owned Automobile  
 Non-owned Automobile  
 Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contractor.

**3. General Liability Insurance:**

The Contractor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract.

**A. Minimum Limits of Liability:**

\$2,000,000 - Per Occurrence  
\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

**B. Coverages**

Premises and Operations Bodily Injury and Property Damage  
 Personal & Advertising Injury  
 Blanket Contractual  
 Products and Completed Operations  
 State of Minnesota named as an Additional Insured



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)  
08/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, #1g1, #700 Atlanta GA 30305 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): (847) 953-5390 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GTEL Holdings, Inc; Global Tel*Link Corp Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	<b>INSURER A:</b> Great Northern Insurance Co.      20303	<b>NAIC #</b>
	<b>INSURER B:</b> Federal Insurance Company      20281	
	<b>INSURER C:</b> Chubb Indemnity Insurance Co.      12777	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570043662121**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDN INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35833545	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7353-38-39	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			79839962	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	71725786	09/01/2011	09/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570043662121

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate holder is added as an Additional Insured for General Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  State of Minnesota Dept of Corrections Materials Management Division c/o Nancy Rafferty 112 Administration Building 50 Sherburne Avenue St Paul MN 55155 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc</i>
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Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.201.2448  
 Fax: 651.297.3996

**NOTIFICATION OF CONTRACT AWARD**

To: Mr. William Smith  
 Global Tel\*Link Corporation  
 2609 Cameron Street  
 Mobile, AL 36607

CONTRACT NO: 442859  
 RELEASE NO: T-512  
 CONTRACT PERIOD: April 1, 2010  
 Through March 31, 2012  
 EXTENSION OPTION: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened October 23, 2009, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Telecom: Offender/Client Telephone Calling System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

**1. GLOBAL TEL\*LINK CORPORATION**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]  
 Title: President, Services  
 Date: 3-10-10

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]  
 Title: Acquisition Management Specialist  
 Date: 3-11-10

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: [Signature]  
 Date: 3/15/10

**STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION**

**PRICE CONTRACT  
EXHIBIT A**

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As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions, specifications of the solicitation and response, along with all clarification and negotiated items, at the prices below:

**TERMS:** Net 30

**SCOPE.** To provide for an Offender/ Client Telephone Calling System for the Department of Corrections (DOC) and Department of Human Services (DHS) facilities located at: Oak Park Heights, Stillwater, Rush City, St. Cloud, Faribault, Lino Lakes, Moose Lake, Red Wing, Shakopee, St. Paul, St. Peter, Togo and Willow River. This Contract shall provide the best combination of security, reliability, service and calling commissions using a combined debit/collect call system. Long distance calls shall be at the predominant carrier debit/collect rates. International calling access shall be provided in the form of debit only. The State will not need to invest capital expenditures to procure equipment that provides the required service. Installation fees, including the other common carriers' charges required for installation of special circuits or local lines that might be required to operate the service, are the responsibility of the Contract Vendor. The Contract Vendor will also pay all monthly charges and maintenance costs for the term of the Contract including all extensions.

The Contract Vendor will be responsible for all collections from collect calls, local and long distance, and will pay each facility its share of the revenue within 45 days from the end of the month covered. The Contract Vendor will also provide an electronic statement for all debit calls, and the amount due, within 45 days from the end of the month covered. The Contract Vendor will identify the percentage of commission paid each month to each facility.

The State reserves the right to renegotiate the resulting contract if additional Department of Corrections' and Department of Human Services' facilities are added. Also, the State, with the consent of the Contract Vendor, reserves the right to extend the Contract to other State agencies or political subdivisions who are members of the State's Cooperative Purchasing Venture (CPV) program.

**PRICES.** This is a commission only Contract, at no cost to the State.

The Contract Vendor shall provide offender/client B calling service/systems at the locations listed below:

DOC Central Office, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55104

**DOC Correctional Facilities**

Faribault, 1101 Linden Lane, Faribault, MN 55021  
Lino Lakes, 7525 4<sup>th</sup> Ave., Lino Lakes, MN 55014  
Moose Lake, 1000 Lakeshore Drive, Moose Lake, MN 55767  
Oak Park Heights, 5329 Osgood Ave., Oak Park Heights, MN 55082  
Rush City, 7600 525<sup>th</sup> St., Rush City, MN 55069  
Red Wing, 1079 Hwy. 292, Red Wing, MN 55066  
St. Cloud, 2305 Minnesota Blvd, St. Cloud, MN 56304  
Shakopee, 1010 W. 6<sup>th</sup> Ave., Shakopee, MN 55379  
Stillwater, 970 Pickett St. North, Bayport, MN 55003  
Togo, 62741 County Road 55, Togo, MN 55723

Willow River, 86032 County Highway 61, Willow River, MN

DHS Facilities  
St. Peter Regional Treatment Center, 100 Freeman Dr., St. Peter, MN  
MSOP B 1111 Highway 73, Moose Lake, MN 55767

**General Requirements:**

Call charges, including per call surcharges and per minute charges, shall not exceed standard industry rates for intra-inter LATA services, nor local exchange carrier rates for local calling services for comparable services charged to the person called. This includes all rate categories. Except for International call rates (which are identified in Exhibit A to the Contract), the call charges of this Contract are set forth in the **Rate Schedule** below. The Contract Vendor shall provide 30 days prior written notice of any rate changes to the Acquisition Management Specialist and the DOC and DHS Financial Services Operations Director.

The Contract Vendor is to be responsible for fraudulent calls, uncollectibles or disputed charges. The State will assume no liability.

Such matters will be between the Contract Vendor and the called/billed party (for collect calls) or the offender/client (for debit calls) and will be governed by Contract Vendor's applicable Federal or State tariff(s) and their successor(s) in effect during the Contract term. Fraudulent calls, uncollectibles or disputed charges will not reduce the Commissionable Revenue on which Contract Vendor will pay the State commissions.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom and MacTek telephone monitoring system, including all circuits and facilities provided by the local telephone company or other carriers.

The Contract Vendor shall be responsible for all coordination with the current Mercom and MacTek Contract Vendors and both the local and inter-exchange carriers. The Contract Vendor is not to order or place in service any type of equipment or facilities that would result in charges to the State without a written purchase order from the State.

The telephone-to-offender/client ratio will be determined by each correctional facility/hospital.

The Contract Vendor shall provide detailed flow charts depicting the call-processing sequence including all associated equipment.

**Permits, Licenses and Fees:** The Contract Vendor must obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

**Support/Maintenance.** The Contract Vendor must supply support and maintenance for the system and for leased TTY and telephone equipment at no cost to the State.

The Contract Vendor shall have a certified and/or fully trained technician to do all installation, maintenance and repair. A maintenance facility or certified and/or fully trained technician shall be located within 100 miles of each State correctional facility/hospital.

All Contract Vendor employees and subcontractors employees must have security clearance to perform work on correctional facilities/hospitals premises. Security clearance requirements to be determined by DOC/DHS personnel.

The Contract Vendor shall provide one technical contact person available 24 hours a day, 365 days a year and one business contact available during normal business hours.

The Contract Vendor will offer continuing software updates as technology allows and maintain the current version at each site at no additional cost to the State.

The Contract Vendor must provide a schedule of planned upgrades to each site.

Service response will include any necessary replacement of failed parts to make the equipment fully operational. This work will be coordinated with the customer. On-site support and replacement of parts and leased equipment will be at no cost to the State.

Repair and maintenance is to be provided, solely at the expense of the Contract Vendor.

Repair must be available 24 hours a day, seven days a week including holidays.

**RATE SCHEDULE.**

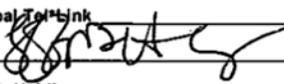
Type of Call	Debit		Collect	
	No Surcharge	Surcharge	Rate - 1 <sup>st</sup> Minute Min.	Rate - each Add=1
Local	\$0.35/call	\$1.00	\$0.05	\$0.05
IntraLATA Interstate	\$0.32/minute	\$3.00	\$0.13	\$0.13
InterLATA Intrastate	\$0.32/minute	\$3.00	\$0.23	\$0.23
Interstate	\$0.32/minute	\$3.95	\$0.89	\$0.89
International	ATT FCC Tariff		ATT FCC Tariff	

## State of Minnesota - Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximqtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p><b>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</b></p>	
Name of Company: <u>Global Telemark</u>	Date: <u>10/21/09</u>
Authorized Signature: 	Telephone Number: <u>314-878-5458</u>
Printed Name: <u>Jeffrey B. Haldinger</u>	Title: <u>President</u>

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelpLine.aastate.mn.us](mailto:MMDHelpLine.aastate.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.352901/08)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/2010

**PRODUCER**  
Aon Risk Services South, Inc.  
Atlanta GA Office  
3565 Piedmont Rd NE, Bldg. #700  
Atlanta GA 30305 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

**INSURED**  
GTEL Holdings, Inc.  
Global Tel\* Link Corporation  
107 St. Francis St., 33rd Floor  
Mobile AL 36602 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:	Chubb Indemnity Insurance Co.	12777
INSURER C:		
INSURER D:		
INSURER E:		

Holder Identifier :

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDITIONAL INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	35833545	09/01/2009	09/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPOF AGG	\$2,000,000
						Errors & Omissions	\$1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	7353-38-39	09/01/2009	09/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	79839962	09/01/2009	09/01/2010	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	1071725786	09/01/2009	09/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570038066905

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate Holder is added as an Additional Insured for General Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
State of Minnesota Dept of Corrections Materials Management Division c/o Nancy Rafferty 112 Administration Building 50 Sherburne Avenue St Paul MN 55155 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE:

# **Exhibit B**



CO14-017

**CONCESSIONS SERVICES  
AGREEMENT FOR  
INMATE COMMUNICATION AND  
KIOSK-BASED TECHNOLOGY  
ACCESS**

**CenturyLINK**



**CONCESSIONS SERVICES  
AGREEMENT FOR  
INMATE COMMUNICATION AND  
KIOSK-BASED TECHNOLOGY  
ACCESS**

**CenturyLINK**

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**CONCESSIONS SERVICES AGREEMENT FOR  
INMATE COMMUNICATION AND KIOSK-BASED TECHNOLOGY ACCESS**

**THIS CONCESSION SERVICES AGREEMENT** (“Agreement”) for inmate communication and kiosk-based services as further described herein is entered into this \_\_\_\_\_ day of May, 2014 (“Agreement Commencement Date”) and is made by and between CenturyLink Public Communications, Inc. (“CenturyLink”) whose primary address is 5454 West 110<sup>th</sup> Street, DF154L0302-302, Overland Park, KS 66211 and the Idaho Department of Correction (“IDOC”) whose primary address is 1299 N. Orchard Street, Ste. 110, Boise, ID 83706. Collectively CenturyLink and IDOC are hereinafter referred to as the “Parties.”

**WHEREAS**, IDOC is a government agency controlled by a three-member board appointed by Idaho’s Governor and is responsible for the care, custody, control and supervision of adult felony offenders in Idaho; and

**WHEREAS**, Inmate phone and kiosk-based services are concession services as defined in IDAPA Rule 38.05.01.032 of the Idaho Department of Administration, Division of Purchasing (DOP) and IDOC has delegated authority to engage in purchasing activities for and to administer concession services agreements related to such services; and

**WHEREAS**, CenturyLink responded to IDOC’s Concession Services Request (CSR) for Inmate Communications and Kiosk-Based Services and Technology Access; and

**WHEREAS**, CenturyLink was the vendor selected by IDOC to provide Inmate communication and kiosk-based technology services, and certain portions of its CSR response are incorporated herein; and

**WHEREAS**, IDOC desires to contract for the provision of an Inmate communication and kiosk-based technology solution to include those services, features, functionality, enhancements and applications as described herein, all of which meet or exceed functional needs, address all technical requirements, is scalable, can interface with IDOC software programs, and can adapt to additional functionality and expansion over time; and

**WHEREAS**, this Agreement sets forth terms and conditions under which CenturyLink will provide the desired communication and kiosk-based technology solution to an incarcerated adult population under the jurisdiction of IDOC who are housed in prison facilities and community work centers located in Idaho (“Inmates”).

**NOW THEREFORE**, the Parties hereto, and in consideration of the terms, conditions and covenants contained herein, agree as follows.

**1. INCORPORATION**

The above recitals are intended to be contractual in nature and not mere recitals.

**2. DEFINITIONS**

Acronyms and definitions used in this Agreement are defined in context and/or set forth in Appendix A – Definitions, attached hereto and incorporated herein.

**3. BASE SERVICES AND ADDITIONAL FEATURES**

CenturyLink and IDOC have entered into this Agreement for the purpose of providing the services set forth herein.

### 3.1 Base Services

CenturyLink will install, support, manage and maintain through its Operating Platform an Inmate communications and kiosk-based technology solution, at no cost to IDOC, that is configured to support standard outbound telephonic communications for prepaid, standard collect and commissary calling, also known as debit calling, methods for local, in-state, out-of-state and international calls, inmate voicemail, and commissary ordering, all as set forth in further detail in §13 hereof (collectively "Base Services").

### 3.2 Additional Features

As part of the CSR response dated March 28, 2014, CenturyLink offered certain services, features, and functionality as identified below and which are more fully explained herein and in CenturyLink's CSR Response §§4.4; 4.4.1; 4.4.3; 4.6; 4.7 and 5.3, including all subsections therein, all of which are incorporated herein ("Additional Features").

For purposes of this Agreement, Base Services and Additional Features, if any, are collectively referred to as the "Technology Solution."

At IDOC's election, CenturyLink will provide the Additional Features, or their equivalent, pursuant to a written amendment or amendments to this Agreement which will include the type of configuration of each Additional Feature as well as any applicable pricing matrix and fee structure. Because multiple Additional Features may be implemented throughout the Term, CenturyLink shall provide and configure the Technology Solution to be able to support multiple and varied Inmate activities and functions.

The Parties agree that Additional Features, if deployed, will be free of charge to IDOC and will automatically include all available security protocols.

- (i) Cellebrite Cell Phone Extraction Unit and services.
- (ii) Digital Players and Music through mini tablets or other similar device which have functionality beyond being simple music players.
- (iii) DirectLink Cardless Debit solution, or its equivalent, integrated with an IDOC selected inmate banking solution if IDOC's selected banking solution supports such an integration.
- (iv) E-books, audio books, educational and training materials.
- (v) Emergency Auto-Dialer functionality.
- (vi) ICER™ – Inmate Inter-Communication Evaluation and Reporting.
- (vii) Integrated cardless debit functionality.
- (viii) Posting and receiving secure photos.
- (ix) PREA Pro™ Reporting Tool.
- (x) Remote (off-site) video visitation for personal visits with family and friends.
- (xi) Sending and receiving secure electronic mail (email).
- (xii) Video conferencing for privileged conferences with an Inmate's attorney.
- (xiii) VideoGrams or other similar 'instant messaging' type service for short video chats through I-Phones, Android and other such mobile devices.

(xiv) The Communicator™ Paperless Offender Communications Portal for the creation, tracking, submission, response, and retention of electronic forms\* including but not limited to:

- Concern Forms
- Grievances
- Health Services Request Forms
- Selective Diet Request Forms
- Clergy/Religious Services Request Forms

*\*all electronic forms will be free of charge to all Inmates to use.*

### **3.3 Subcontractors**

To meet the scope of this Agreement, CenturyLink will work with Subcontractors Inmate Calling Solutions (ICSolutions), JPay and JLG Technologies. The use of any other Subcontractor by CenturyLink must be approved by IDOC as set forth in §19.27. Prior to providing services hereunder, CenturyLink will ensure that each Subcontractor enters into a written contract with CenturyLink to provide certain functionality, services and features associated with the Technology Solution and will ensure that the terms of such a contract comply with the terms of this Agreement.

Further, it is acknowledged that IDOC will deal directly with CenturyLink in all instances and CenturyLink is responsible for coordinating and controlling each Subcontractor. References to any Subcontractor individually throughout this Agreement are for clarity and shall not relieve CenturyLink of any of its responsibilities hereunder. CenturyLink shall be solely and singularly responsible to IDOC for the performance of this Agreement, for any of its Subcontractors, for any portion of the Technology Solution a Subcontractor may support, and for the Technology Solution as a whole.

## **4. RISK**

Because this Agreement is for concession services, no IDOC or State funds can be expended and absolutely no fees or charges of any kind can be imposed on IDOC or the State of Idaho. Only the Inmates and their family and friends can pay for services associated with the Technology Solution. CenturyLink assumes any and all risks, liability and costs associated with providing the Technology Solution. CenturyLink is solely responsible for any and all billing disputes, claims, or liabilities that may arise. IDOC and the State of Idaho shall have no responsibility or liability for any funds lost, including but not limited to, billing, charges, payments, uncollectible charges, fraud, or theft. CenturyLink hereby releases IDOC and the State of Idaho from any and all liability associated with the cost of non-billable, incomplete, uncollectible, or fraudulent activities of any sort.

## **5. OPERATING STANDARDS AND APPLICABLE SOP**

Operating Standards are (i) all applicable federal, state, and local laws and regulations; (ii) all applicable case law, consent decrees, and court orders; and (iii) all applicable IDOC policy and SOP as provided herein, or which may be made applicable to the Agreement at a later date. IDOC shall notify CenturyLink in writing through an amendment of any additional included policy or SOP section and CenturyLink will have thirty (30) days to familiarize itself, implement or otherwise comply with same.

The following applicable policies and SOP, as may be amended from time to time, are incorporated herein:

- (i) 211 v.4.2 Hiring and Probation
- (ii) SOP 114.04.02.001 Funds: Inmate
- (iii) SOP 316.02.01.001 Grievance and Informal Resolution Procedure for Inmates
- (iv) SOP 319.02.01.001 Restrictive Housing

- (v) SOP 325.02.01.001 Prison Rape Elimination
- (vi) SOP 406.02.01.001 Commissary
- (vii) SOP 147.06.06.001 Contract Management: General
- (viii) SOP 503.00.01.001 Telephone Monitoring, Call Recording, and Call Rules: Inmate
- (ix) SOP 510.02.01.001 Facility Access
- (x) SOP 509.02.01.001 Tool Control
- (xi) SOP 510.02.01.001 Facility Access
- (xii) SOP 606.02.01.001 Volunteer Services in Correctional Facilities

## **6. TRAINING**

### **6.1 Prison Rape Elimination Act (PREA)**

All Service Personnel are required to attend a PREA training course as provided by IDOC, the Police Officers Standards and Training Academy (POST) or other PREA training course consisting of a curriculum recognized and approved by IDOC. IDOC will not charge CenturyLink a fee for attendance at an IDOC-sponsored PREA course; however, POST does charge for outside party participation and payment of such must be negotiated and coordinated by CenturyLink directly with POST. In the event CenturyLink provides substantially similar training to its Service Personnel or where Service Personnel have attended PREA courses through a third party, CenturyLink may submit the PREA course curriculum presented to IDOC for approval. If the course curriculum is approved, Service Personnel will not be required to attend IDOC or POST sponsored PREA training as a condition of servicing IDOC Facilities. In such cases, CenturyLink will provide documentation to the Contract Administrator, as defined in §8.1, that the approved PREA course curriculum was provided to by all Service Personnel. All Service Personnel must receive PREA training within the first six (6) months of hire. All Service Personnel are required to attend refresher training every two (2) years thereafter. CenturyLink is responsible for all wages and expenses associated with Service Personnel's participation in PREA training. Failure to attend PREA training will require the removal of that employee from all Facilities until such time as the training is attended and proper documentation is received by IDOC.

### **6.2 Contractor Training Course (CTC)**

All Service Personnel are required to attend a forty (40) hour contractor training course designed to familiarize individuals with security requirements, how to safely interact with and engage with Inmates, what to do in an emergency, grooming and manipulation, and other such courses. This training is typically offered by POST on a quarterly basis and Service Personnel will be required to attend the next available course after the Agreement is executed. POST charges a fee for outside party participation in the CTC course and payment must be coordinated by CenturyLink directly with POST. Service Personnel are only required to attend CTC once during their course of employment. CenturyLink is responsible for all wages and expenses associated with Service Personnel's attendance at this training. If PREA is included in the CTC course curriculum then Service Personnel will not also have to attend the initial PREA training as noted in §6.1 above but will be required to attend the refresher training every two (2) years.

## **7. FACILITIES**

Inmates are housed in Facilities that are both publicly and privately managed and only those Facilities listed in Appendix B – Facilities, attached hereto and incorporated herein, are governed by the terms of this Agreement. Any newly acquired location will automatically be covered by this Agreement unless such newly acquired location is governed by another contract IDOC is unable to terminate. Unless

otherwise mutually agreed to through a written amendment, the addition of a new location or the removal of a Facility from this Agreement will not adjust the Term or the pricing matrix.

## **8. OVERSIGHT**

### **8.1 IDOC Contract Administrator**

IDOC shall monitor CenturyLink's performance using an assigned "Contract Administrator." The Contract Administrator has the authority and responsibility, without limitation, to:

- (i) Determine if CenturyLink's practices or those of any Subcontractor compromise or adversely impact Facility or Inmate safety or security and work with CenturyLink to adjust those practices.
- (ii) Determine if applicable IDOC policies and SOP provisions are being followed by Service Personnel.
- (iii) Determine if contractual requirements are being satisfactorily performed and deliverables are being met.
- (iv) Facilitate corrective actions for any deficiencies or defaults.
- (v) Monitor and administer all aspects of the Agreement, including any and all amendments.

The Contract Administrator and other authorized State and/or IDOC staff shall have unobstructed access at all times, with or without notice, to the Technology Solution and all associated records and documents maintained in the normal day-to-day course of business. CenturyLink shall permit the Contract Administrator and other designated State and/or IDOC staff to make and remove copies of records and documentation relating or pertinent to the Technology Solution or CenturyLink shall provide copies of any requested records or documentation to the Contract Administrator.

CenturyLink shall not accept nor act upon any instructions, directions, and/or modifications concerning its performance under this Agreement that would alter the terms of this Agreement. Any commitments or changes that affect pricing or fee structures, Base Services or Additional Features, or add additional equipment, must be memorialized in an amendment signed by an Authorized Representative of each Party.

### **8.2 CenturyLink Program Manager**

CenturyLink will provide a Program Manager (PM) who will have overall responsibility for maintaining agreement compliance and will be the primary corporate liaison for IDOC followed by the On-Site Rep, as defined in §8.3 below. The PM will directly manage the On-Site Rep. The PM shall be the first point of contact for contractual or unresolved issues that may arise and the Parties shall follow the escalation plans set forth on Attachment 1 - Escalation Plan, attached hereto and incorporated herein.

### **8.3 On-Site Representative**

CenturyLink shall assign at least one (1) full-time employee ("On-Site Rep") to the South Boise complex (Boise / Kuna Facilities). IDOC will provide office space at one Facility for the On-Site Rep's use. The On-Site Rep will work directly with the PM and Contract Administrator and has the authority and responsibility, without limitation, to:

- (i) Be the primary contact for the Contract Administrator and IDOC End-users for day-to-day assistance and will service and maintain the Technology Solution.
- (ii) Provide day-to-day maintenance and service for equipment located at the South Boise complex and oversight for Service Personnel who provide repair and maintenance services to outlying Facilities (Nampa, Orofino, Cottonwood, Pocatello, Idaho Falls, and St. Anthony).

- (iii) On at least a monthly basis, or more often if equipment needs dictate, visit each Facility to make repairs, change out equipment, replace / update signage, make test calls and otherwise service the Technology Solution at each Facility.
- (iv) Answer all Inmate concern forms and grievances related to the Technology Solution in accordance and compliance with IDOC SOP 316.02.01.001.
- (v) Provide initial and on-going refresher training to IDOC End-users on the Technology Solution and its features and functions on a schedule that is mutually acceptable to the Parties. Such training shall include but is not limited to, those elements set forth on Attachment 2 – IDOC End-users Training Parameters, attached hereto and incorporated herein. Refresher training sessions shall be conducted as requested by IDOC.
- (vi) In coordination with the Contract Administrator, the PM and On-Site Rep will ensure that Inmates are properly and timely informed about the project, timelines and any anticipated service impact they may experience, the services and functionality they have access to, and associated pricing structures and fees.

All Service Personnel shall have adequate supplies of common replacement component parts readily available to effect repairs or replace equipment as needed.

#### **8.4 Meetings and Communication**

The PM and/or On-Site Rep shall proactively communicate with the Contract Administrator and keep the Contract Administrator informed of challenges, issues, needs, improvements and adjustments to the Technology Solution through email, personal conversation, meetings and various reports. Either Party may request and facilitate a meeting at any time to review the status of the implementation, installation, and on-going usage of the Technology Solution and address any challenges, issues, needs, improvements and adjustments necessary to continually provide a state-of-the-art Technology Solution and address and remedy failures or needs.

#### **8.5 Reporting Requirements**

CenturyLink will ensure that, through its Technology Solution, the PM, On-Site Rep and/or Customer Support Group as defined in §15.2, all reports listed and described in Appendix C - Reports, attached hereto and incorporated herein, are sent to the Contract Administrator as required. CenturyLink shall ensure that authorized IDOC End-users have access to generate event detail records, financial reports, documents and other report-generation capabilities that are consistent with their user profile. In addition, CenturyLink will work with the Contract Administrator to develop any other report generation capabilities necessary to meet IDOC needs for permanent, ad hoc and temporary project reports.

#### **8.6 Revenue Reporting**

CenturyLink shall maintain auditable and verifiable records for tracking revenue and usage volumes for Base Services and Additional Features, if any. In addition, CenturyLink will work with the Contract Administrator to develop any other report generation capabilities necessary to meet IDOC needs for permanent, ad hoc and temporary financial project reports.

All reports will be exportable to the Microsoft® Suite for advanced sorting and analysis and will be able to be printed in Excel or PDF format.

#### **8.7 Inmate and Public Communication**

Any and all signage, brochures and content in printed, written, or audio form must be reviewed and approved by the Contract Administrator before dissemination. Throughout the transition, CenturyLink, the PM, On-Site Rep and the Contract Administrator will work together and with each Facility to ensure that Inmates are properly and timely informed about the project, timelines, and any anticipated service impact they may experience.

CenturyLink shall provide multiple communication points and methods for Inmates and the public to ensure these users of the Technology Solution enjoy a smooth transition to the new system and a continual enjoyment of the services, features and functionality available through the Technology Solution.

As part of the initial setup and transition, approximately three (3) weeks before the Service Commencement Date,

(i) CenturyLink will coordinate with the Contract Administrator and each Facility to arrange for CenturyLink personnel to introduce educational posters into Inmate housing areas and public lobby areas. CenturyLink will also distribute brochures and informational pamphlets in public lobby areas. Posters and brochures will identify the upcoming transition date, the Base Services available, and the agreed upon pricing structure for Base Services.

(ii) CenturyLink will activate prepaid account functionality through its Customer Care Center to allow friends and family to set up accounts ahead of the Service Commencement Date. Each poster and brochure shall include CenturyLink's name and toll-free Customer Care Center (as defined and set forth in §15.1) number for friends and family to set up prepaid accounts.

(iii) CenturyLink will provide a secure public website where customers can create, manage, and add funds to their prepaid accounts online; view answers to frequently asked questions; find contact information for the Customer Care Center; and view information about the products and services available.

## **9. ACCESS TO FACILITIES**

CenturyLink shall obtain security clearance from IDOC for all Service Personnel requiring access to IDOC Facilities. IDOC reserves the right to adjust access rules as operations and circumstances dictate and a Facility may restrict access or refuse to allow access for any reason, threat or purpose at any time. CenturyLink will ensure that all Service Personnel are familiar with and comply with all applicable IDOC policies and SOP as set forth in §5 above.

### **9.1 Background Checks**

Background checks must be conducted on all Service Personnel prior to entering any Facility. Background checks require a minimum of thirty (30) business days to be completed. All required information shall be provided on the appropriate IDOC form and faxed to IDOC's Office of Professional Standards at **208/327-7433** at least thirty (30) business days in advance of the need for access. CenturyLink shall provide the Contract Administrator with written notice of all background checks submitted by providing the date submitted and the individual's first and last name. Once background checks have been completed, IDOC will notify CenturyLink of all clearances and denials. All Service Personnel are subject to re-backgrounding every three (3) years or sooner if IDOC deems it appropriate. If CenturyLink becomes aware of any Service Personnel individual who is arrested for any reason, CenturyLink shall immediately notify the Contract Administrator. IDOC will review the situation and determine if that individual can continue to service IDOC Facilities or if access privileges will be revoked.

### **9.2 Fingerprinting**

Service Personnel who clear their background check are required to have their fingerprints taken within thirty (30) days of receiving background clearance approval. Fingerprints are obtained at specific IDOC Facilities and must be coordinated in advance with the Contract Administrator. Any Service Personnel who do not obtain fingerprinting within thirty (30) days of background clearance approval will have access privileges revoked until such time as fingerprints are obtained.

### **9.3 Background Check / Fingerprinting Fees**

Pursuant to 28 C.F.R §20.33.(a)(1), CenturyLink does not become a criminal justice agency merely because it is servicing a law enforcement agency. IDOC will charge CenturyLink the then-current rate for each background check / fingerprint processed on its behalf.

As of the Agreement Commencement Date background checks are \$25.00 each as set forth in IDOC SOP 510.02.01.001 and charges for fingerprinting are \$45 per set through Idaho State Police and are charged on a pass through basis to CenturyLink. Idaho State Police may adjust the fingerprinting rate at any time and if this occurs, IDOC will notify CenturyLink in writing and amend the Agreement accordingly. CenturyLink will be invoiced by IDOC on a quarterly basis for all backgrounds / fingerprinting completed for the prior quarter. Payment is due within 15 days of receipt of invoice.

### **9.4 Uniforms and Badges**

When working on-site at any Facility, Service Personnel shall be in company uniform which will consist at a minimum of a shirt with their company logo. In addition, all Service Personnel must wear an IDOC issued badge that identifies the individual by picture, name and company.

- (i) IDOC issued badges are the property of IDOC, are issued at no cost to CenturyLink, and must be surrendered to IDOC upon demand or upon termination of employment.
- (ii) All badges must be worn around the neck on breakaway lanyards or clipped directly to the left breast pocket or collar of the shirt and be clearly visible at all times.
- (iii) Any badge that is lost shall be immediately reported to the Facility in which the individual was working at the time it was lost, if known, and subsequently to the Contract Administrator. A replacement badge must be obtained before future access can be granted. Replacement badges will be coordinated through the Contract Administrator.

## **10. INSTALLATION AND IMPLEMENTATION**

### **10.1 Site Surveys and Final Project Plans**

In preparation of installation, CenturyLink will conduct a detailed site engineering survey for each Facility. These surveys can be conducted any time after the Agreement Commencement Date and after the survey crew has completed the background check process. The site engineering survey schedule must be coordinated in advance with the Contract Administrator.

Each site engineering survey will determine the unique infrastructure, installation and equipment needs for each Facility and will include, but is not limited to, network diagrams, power and rack requirements, wiring and cabling requirements, equipment needs, phone/kiosk to Inmate configuration, server and/or Adtran hardware, site & building design, environmental needs and any other elements as may be required. Unless otherwise required based on Facility location or topography and distinctly specified in the Final Project Plan, CenturyLink will install a power-over-Ethernet, or its equivalent or better, backbone with sufficient bandwidth to support streaming voice / data / video traffic for each Facility.

The information and site detail obtained through the site engineering survey will be used to create a Final Project Plan for each Facility. Each Final Project Plan will contain all pertinent information and project timelines for installation of all elements necessary to support a fully functional Technology Solution. All work and installation timelines set forth in the Final Project Plan must ensure cutover on the Service Commencement Date.

The Final Project Plan for each Facility is due to the Contract Administrator within sixty (60) calendar days of the Agreement Commencement Date. Each Final Project Plan becomes an integral part of this Agreement and each is incorporated herein by reference.

Once Final Project Plans have been developed, submitted and approved, installation work can begin at all Facilities except the Idaho State Correctional Center (ISCC). Installation work at ISCC cannot commence until after July 1, 2014, which date shall be reflected on the Final Project Plan for this Facility.

## **10.2 Web-based Platform**

CenturyLink will provide, support and maintain a state-of-the-art Technology Solution consisting of software applications that can be accessed by way of any standard web browser program based on graphical user interface (GUI) methodology. CenturyLink is responsible for ensuring that the Technology Solution includes and supports robust and progressive network security protocols such as firewalls, system monitoring, and virus protection, to ensure system integrity and stability. CenturyLink will ensure that the Technology Solution employs continuous system checks that constantly safeguard the system and all Stored Information. CenturyLink shall restrict access to the Technology Solution utilizing user permissions, firewalls, data encryption, and access reporting logs to protect against unauthorized access and other fraudulent activities.

CenturyLink will provide an interface consisting of a standard Application Programming Interface (API) that sets the rules to transfer certain data points and information between IDOC and CenturyLink. CenturyLink will ensure that the Technology Solution and IDOC systems work seamlessly through flexible parameters using a platform that parses data based on pre-set fields in a push/pull data environment.

## **10.3 Integration, Interface and Bridge Requirements**

As of the Service Commencement Date, the Technology Solution will meet or exceed stated functional needs, address all technical requirements, be scalable and flexible, interface with current IDOC software systems, and be able to adapt to Additional Features, expansion and changes over time. CenturyLink's system shall run independent of IDOC's network and be a self-contained, closed network including all connectivity for Internet and/or outside connections as required. For purposes of this Agreement, a closed network shall provide for and allow any required gateways, routers or other means necessary, managed and administered by IDOC to connect the Technology Solution to IDOC's software systems for the purpose of and to facilitate the transfer of necessary data and information related to Inmate financial accounts, housing locations and other similar data fields maintained within CIS and/or Reflections.

CenturyLink will provide its own network via its own carrier network. This network will consist of dedicated internet access ports delivered via T1s as well as appropriate fiber connections utilizing VPN tunnels to connect to CenturyLink's remote platform, all of which will be designed to ensure sufficient bandwidth, speed, and system stability, and promote clear communications.

Within sixty (60) calendar days of the Agreement Commencement Date, CenturyLink will submit to designated IDOC information technology personnel the Extensible Markup Language (XML) and/or Simple Object Access Protocol (SOAP) interface protocols and/or RESTful interface, as directed by IDOC, including a full technical explanation of the Technology Solution, provide access to the XML and/or SOAP and/or RESTful web service interface WebService Definition Language (WSDL), and provide documentation of interface method calls (inputs, outputs, method description etc.). CenturyLink will ensure that the WSDL is stable at the time IDOC is provided access for testing.

IDOC's information technology personnel will review, validate and proof the set up and configuration of the integration, interface and bridge methodologies and protocols provided by CenturyLink to ensure that it has been configured properly and will communicate with IDOC software and systems. Based on IDOC feedback, CenturyLink will adjust integration, interface and bridge methodologies and protocols as needed to ensure seamless integration with IDOC systems.

IDOC information technology group will provide feedback and guidance to CenturyLink; however, integration, interface and bridge configurations will be developed, built, and monitored solely by

CenturyLink. CenturyLink is responsible for all network translation, integration, interface and bridge development as well as issue resolution and CenturyLink cannot impose any financial or time limitations on the amount of integration, interface or bridge development services required to make the Technology Solution a reality.

The XML and/or SOAP web and/or RESTful interface must support opening and closing Inmate accounts on the system (e.g. originating from IDOC) and recording purchases (e.g. originating from the commissary system). As Additional Features are deployed, if any, CenturyLink will work with IDOC's information technology group to identify any additional information fields that may be required.

The Parties will test and troubleshoot the integration, interface and bridge communication points prior to the Service Commencement Date. All methodologies and protocols will be finalized thirty (30) days prior to the Service Commencement Date.

#### **10.4 IDOC Limitations**

IDOC's software systems, CIS and/or Reflections, run on IDOC's network in a Client/Server environment where the CIS servers are a clustered Linux REDHAT environment using HPUX and IBM Informix 11.7 for back-end database transactions. The clients for CIS are currently running Windows XP and Windows 7 as the operating system to connect to the service via web browser IE7/IE8 software. Reflections is its own software using a telnet style connection with its own built-in software to talk with existing HPUX and IBM Informix Databases.

IDOC is currently able to extract data fields from Reflections but is presently unable to make programming changes to the Reflections' 4GL database. Implementation of services under this Agreement is dependent upon the data IDOC is able to push / pull to CenturyLink. IDOC and CenturyLink shall make whatever temporary allowances or modifications as may be required to the overall scope of this Agreement to accommodate the temporary challenges associated with the Reflections software database. Once IDOC is able to upgrade / update the Reflections software platform to a more current banking solution, IDOC and CenturyLink shall determine the scope and pace of the transition to ensure deployment of all desired services, features and functionality hereunder.

The Parties acknowledge that CenturyLink will only receive once daily batch transfers containing Inmate trust fund and housing information and as such real time transactions will not be possible until such time as Reflections is updated. Once Reflections is updated and to avoid overruns or other financial challenges, the interface configuration provided by CenturyLink will be reconfigured to support and capture real time transactions.

#### **10.5 Installation**

CenturyLink shall provide all infrastructure, cabling and wiring, conduit, hardware, firmware, software, equipment, installation, labor, operation, maintenance, support, materials, supplies, transportation, and other items as may be necessary for, or incidental to, a fully functional and managed Technology Solution, all at no cost to IDOC. CenturyLink is responsible for unpacking, uncrating, and installing equipment and other elements incidental to and required to make the system operational. CenturyLink shall perform all services and labor necessary to ensure proper operation of the Technology Solution in accordance with industry-accepted standard practices and procedures including, without limitation, the installation, setup, and configuration/testing of all necessary hardware, firmware, and software, preparation of any and all necessary computer and modem components and necessary interfaces, coordination and installation of all cabling and power, installation and configuration of the operating system(s) and application software, as well as final integration testing.

Installation work will generally be performed Monday through Friday, exclusive of IDOC recognized holidays. Subject to Facility needs, IDOC shall allow Service Personnel reasonable access to work areas during the hours of 0800 and 1600, Monday through Friday, or as otherwise agreed to for off-hour or

weekend installation, testing and cutover needs. During the installation process, CenturyLink will ensure that current phone services provided to Inmates are not disrupted.

(i) Cabling, Wiring and Conduit. All wiring, cabling, networking, power runs and other infrastructure associated with the installation, cutover, implementation and continuous operation of the Technology Solution shall be installed, grounded, secured, housed and maintained in accordance with applicable federal, state and local building codes and in a professional and workman-like manner. All wiring, cabling, and conduit installed within a Facility as part of the Technology Solution becomes the property of IDOC but will be maintained, serviced, repaired and paid for by CenturyLink. Any lines, cabling, wiring, infrastructure, and all labor shall be coordinated in advance with appropriate Facility personnel and the Contract Administrator.

Newly installed conduit within chase ways in the walls, under the floor or in the ceiling that is not accessible to Inmates can be standard conduit. Any newly installed conduit attached to walls, ceilings or flooring of any housing unit, in a hallway or which is otherwise in a location that is viewable and accessible to Inmates must be rigid, tamper resistant conduit. Newly installed surface mounted raceways are to be rigid GRC with malleable iron boxes.

(ii) Toggle / Cut Off Switches. CenturyLink will update and replace existing toggle / cutoff switches and associated wiring for each Facility, and if requested by a Facility, install new toggle / cutoff switches where none previously existed. CenturyLink shall configure toggle / cutoff switches to shut down Inmate phones and kiosks and shall ensure they function as intended.

Any damage to any Facility as a result of installation or ongoing, maintenance, service, or repairs shall be the sole responsibility of CenturyLink and CenturyLink shall repair or replace such damage, at its sole cost and expense, to the reasonable satisfaction of IDOC.

CenturyLink's PM will direct all performance activities and with the On-Site Rep will coordinate the services and functional performance of Service Personnel and each Subcontractor.

#### **10.6 Cleanup**

CenturyLink is responsible for the cleanup of any waste, extraneous or used material, packing material, shipping support structures, spillage, and byproduct resulting from the delivery, unloading, and/or installation of equipment. On a daily basis, CenturyLink will clean up and remove from the work site all tools and equipment, leaving all work areas clean and clear of all obstruction. CenturyLink is liable and in all respects responsible for all costs of clean up and remedial action required on account of the release of any hazardous substance or regulated substance that is brought on premises by CenturyLink to the extent CenturyLink is the cause of any such release. CenturyLink is responsible for penalties, fines, costs, and expenses or claims that may be assessed against IDOC or for which IDOC may become liable as a direct result of personal injury or property damage resulting from any such release caused by CenturyLink.

#### **10.7 Circuitry and Connectivity**

CenturyLink is responsible for all aspects of circuit control and connectivity required to make the Technology Solution accessible to and function with the outside communications environment. CenturyLink shall pay for all line set-up and/or transfer fees, monthly access fees and all other such charges associated with converting the existing lines, service and equipment, setting up new and continuing services after cutover and all expenses involved with the monthly usage, and maintenance of such lines.

Any new cable / wiring run shall be direct with no splices in between termination ends and each end shall terminate in approved electrical code boxes. Each cable / wiring run shall be properly supported whether

in the ceiling, walls or under the building. Cable / wiring cannot be attached to existing conduit or pipes and there shall be no exposed cabling or wiring, including low voltage, such that all wiring and cabling must be contained in conduit. Each cable / wiring run shall be labeled on each end with a unique identifier using permanent marker, riveted labels or other means as approved by each Facility's maintenance supervisor. All electrical wiring shall be dedicated circuitry.

CenturyLink will configure the Technology Solution to provide surplus and backup capacity with failover in the event of an anomaly. Should a trunk fail or develop problems, it must be able to be busied out so that communications will be automatically routed to alternative trunks. In addition, CenturyLink will ensure that all lines provide simultaneous service at all times, with no blockages at the network level due to insufficient access, processing capacity, database interaction, or any other limitation.

CenturyLink will provide and maintain at least a P.01 Grade of Service for all usage meaning that less than 1 call in 100 would be denied even during the busiest usage times. CenturyLink represents that it is a Tier 1 network provider and will ensure that the Technology Solution is over-provisioned relative to the bandwidth dedicated to IDOC to ensure at least a P.01 Grade of Service for all usage and will automatically adjust bandwidth access at the Facility level and at CenturyLink's main central site as needed.

If, at any point IDOC expands its Facilities, requests additional phones or brings a new facility onto the network, CenturyLink will add additional units and expand the Internet access devices as needed to accommodate the growth.

#### **10.8 Outgoing System / Provider Equipment**

CenturyLink is responsible for coordinating the return of servers, telephones and other equipment owned by the outgoing provider to a destination designated by the outgoing provider. CenturyLink will, at its sole cost and expense, physically swap out, palletize and coordinate the removal of all outgoing equipment from each IDOC Facility within two (2) days of deinstallation. CenturyLink is solely responsible for returning or coordinating the return of the outgoing provider's equipment.

#### **10.9 Cutover, Testing and Acceptance**

(i) Cutover. Cutover for all Facilities will begin at 12:01a.m. on the Service Commencement Date and continue until complete. Cutover from the outgoing system shall be planned and coordinated to minimize and mitigate as much as possible any degradation or loss of service.

(ii) Cutover Calls. CenturyLink may, at its option, offer Inmates free calls for a specified period of time to test the system and ensure that it is functioning and processing calls and data normally. CenturyLink may offer shorter call times (not less than five (5) minutes) and may limit free calls to in-state numbers only. If free calls are offered at one Facility, CenturyLink will offer free calls at all Facilities.

(iii) Testing and Acceptance. Once a Facility has completed its cutover, a testing-acceptance period will be conducted to ensure that all hardware, software and other components are free from defects that adversely affect the operating condition of the Technology Solution. CenturyLink will have Service Personnel readily available to each Facility for the duration of the testing-acceptance period who are qualified to respond to issues or challenges that arise. The testing-acceptance period consists, at a minimum, of the following:

- a) Beginning at cutover, each Facility's reliability test will run for a period of thirty (30) consecutive days on a 24-hour per day basis. During the testing-acceptance time period, the Technology Solution may not be brought down for routine

maintenance or software push-outs. Down Time that occurs during the reliability test period constitutes a basis for starting the reliability test over.

- b) Failure of individual components that do not materially affect overall Technology Solution performance or render the Technology Solution inoperable will not be construed as a system failure or counted as Down Time.
- c) Part of the testing-acceptance process includes the production and receipt of invoices as well as financial and auditing reports consistent with the information and format acceptable to IDOC's Fiscal Department.

A successfully completed testing-acceptance period will be achieved when the Technology Solution has been fully functional for thirty (30) consecutive days for each Facility with no Down Time. If successful completion of the testing-acceptance period for each Facility is not attained within forty-five (45) calendar days of cutover IDOC retains the right, at its sole discretion, of canceling the Agreement or may allow CenturyLink to continue the testing-acceptance process until successful completion for all Facilities has been achieved.

(iv) Correction of Defects. If for any reason before testing-acceptance is complete, a defect is found then CenturyLink shall correct such defective equipment, software, or system within a reasonable time, as defined by IDOC. In the event of such an occurrence, the testing-acceptance period in progress shall be suspended or stopped as appropriate, at the sole option of the IDOC, until the defective equipment, software or system has been corrected, at which time the testing-acceptance period shall be restarted from the beginning or resumed at the point of suspension, depending upon the nature and seriousness of the defect.

(v) Acceptance. Final acceptance by IDOC of the Technology Solution at each Facility will be documented through the execution of a Certificate of Acceptance as set forth on Appendix D – Certificate of Acceptance, attached hereto and incorporated herein. Within thirty (30) calendar days of the issuance of a Facility's Certificate of Acceptance, CenturyLink will provide to the Contract Administrator one (1) complete hard copy set and two (2) electronic CD-ROMs of current/comprehensive technical and system schematic and wiring diagrams, and material parts listings for each Facility. CenturyLink will make proper annotations as any substantive changes to the schematics, wiring, or diagrams are made and issue a replacement hard copy set and CD-ROMs to the Contract Administrator.

#### **10.10 Call Details and Recordings From Outgoing System**

Call detail records (CDR's) and recordings stored within the outgoing system are the property of IDOC and IDOC requires continued access to these records after cutover. Under CenturyLink's current reciprocal transition agreement with the outgoing provider, CenturyLink will coordinate with the outgoing provider to obtain such CDRs and recordings in a usable and retrievable format. CenturyLink recognizes that IDOC and its outgoing provider have been under contract for several years and that there are hundreds of thousands of CDRs and recordings that need to be captured and imported. CenturyLink represents and warrants that it is able to accommodate at least eight (8) years' worth of CDRs and recordings. CenturyLink will upload CDRs, recordings and all data and information from the outgoing system and have such records become an integral part of the Technology Solution or, at CenturyLink's election, provide and maintain a separate data base that contains these records which IDOC End-users will be able to access. No matter which method CenturyLink utilizes to obtain and maintain the CDRs and recordings from the outgoing system, CenturyLink will use all reasonable best efforts to have such CDRs and recordings made available to IDOC within ninety (90) calendar days of the Service Commencement Date.

### 10.11 System Health Checks and Post-Acceptance Up-Time

CenturyLink will regularly and routinely perform system health checks which monitor the overall Technology Solution to ensure it is functioning properly and maintains a Mean Times to Failure and Mean Times to Repair (MTTF and MTTR) within the 99.999% range. Further, CenturyLink will, subject to events of Force Majeure, provide post-acceptance up-time of 99.999% such that the accepted Technology Solution shall not be unavailable for more than fifty-three (53) minutes per year per Facility ("Post-Acceptance Up-Time").

### 10.12 Remote Access

CenturyLink will establish and maintain remote access capabilities for updates, upgrades and troubleshooting. CenturyLink will provide automatic upgrades / updates to software and firmware as needed and utilize proactive upgrade / update management practices that work to ensure system stability. Non-emergent upgrades / updates may only be pushed out and completed between 2200 and 0700 local Facility time. For any upgrade / update or back-end configuration changes that materially or significantly alter the look, functionality, accessibility or parameters of the Technology Solution, CenturyLink will ensure that IDOC End-users receive in a timely manner any training or information necessary to ensure IDOC End-users are familiar with and know how to utilize the new functionality and can efficiently navigate through the system.

CenturyLink will maintain a centralized architecture platform with all data sessions, call processing and call data housed off-site at the CenturyLink data center in San Antonio, TX with identical back-up redundancies in St. Louis, MO and/or Atlanta, GA. New software releases and enhancements will be distributed through an IP connection remotely with no on-site disruption.

(i) Upgrade / Update. Whenever an upgrade / update and/or enhancement to Technology Solution finishes testing and is ready for wide release, CenturyLink will advise the Contract Administrator of the new release and provide documentation of the features and functions of the upgrade / update and/or enhancement.

(ii) Diagnostics and Troubleshooting. CenturyLink will utilize its own network monitoring application and real-time status monitoring, which is overseen by CenturyLink Technical Services Center (TSC) personnel. TSC personnel will routinely conduct an array of non-intrusive remote diagnostic tests designed to pin-point a problem and expedite resolution.

CenturyLink will constantly and automatically monitor trunk and station connections and will reallocate resources to avoid non-working stations at Facilities.

(iii) Real Time Status Monitoring. Continuous monitoring is a fundamental component of the contracted Technology Solution. CenturyLink shall ensure that all key applications, systems and programs send heartbeat messages to CenturyLink's central monitoring system, Enforcer™ Real Time Status (ERTS). All critical interface programs will be configured to send both heartbeat and event messages to the ERTS system. Each system heartbeat will be recorded in an appropriate status database in ERTS and monitored in real time. ERTS shall monitor all heartbeats and trigger an event message, should a heartbeat become overdue. In the event a heartbeat is overdue based on system configuration, CenturyLink will evaluate and take appropriate action to correct the error.

(iv) ADTEST Utility. In addition to the passive ERTS monitoring, CenturyLink will utilize its ADTEST utility which proactively connects to each analog phone media gateway and completes a backend test call to ensure that the media gateway is functioning properly. CenturyLink will configure the ADTEST utility to run approximately one time per hour. Test calls will be done for both station-side testing and trunk-side testing to ensure there are no

problems with the terminating carriers. All negative results from these test calls will be sent as events to ERTS for appropriate handling.

### **10.13 Data Storage, Retention and Redundancies**

CenturyLink will provide substantial long-term data storage and retention in a secure, cloud-based storage medium for all Stored Information. The Technology Solution will maintain and retain all Stored Information in a platform neutral environment (e.g. MP3 or WAV file format) indefinitely. Notwithstanding the foregoing, if the VVS module is deployed as an Additional Feature, VVS videos / audio tracks shall be retained for a minimum of sixty (60) days (rolling). CenturyLink shall ensure that all Stored Information is retained in a fully redundant network and shall include redundant records collection to promote resiliency, facilitate continuous operation of the Technology Solution, guard against data loss and aid in disaster recovery.

(i) Network Redundancy: For each supported Facility, CenturyLink will ensure that its Subcontractor obtains service from at least two (2) different network carriers in support of the ICS module so that if one carrier experiences an outage, the ICS module will instantly fail over to the second carrier.

(ii) Storage Redundancy: CDRs and recordings will be stored digitally on internally redundant RAID storage devices for the entire Term, in two separate geographic locations to ensure that, even if a disaster were to completely destroy one data center, additional copies would still be available for disaster recovery purposes.

CenturyLink will continually monitor all key system areas and automatically assign TSC personnel and/or dispatch the On-Site Rep or other qualified field technicians as needed to ensure optimal operations. All monitoring systems will actively monitor communication channels, call processors, disks, messages, and servers to ensure optimal operations at all times utilizing those diagnostic and remote access services discussed in §10.12 above.

In the event of a disaster or large scale event at a Facility, IDOC's first and foremost objective is to ensure the safety and security of the Inmates entrusted to our care and the safety of our staff members and the general public. Restoring Inmate phones or kiosk services will be prioritized relative to other needs at each impacted Facility. IDOC follows the national standardized incident command system structure and applicable SOP and policies for incidents in and around Facilities. Upon request CenturyLink shall provide IDOC with a copy of its internal Disaster Recovery Plan.

### **10.14 Original Source Files**

CenturyLink warrants that that all Stored Information, regardless of the format by which it is generated, created or stored, including uploaded CDRs, recordings, video and data from the outgoing system, is write protected so that it cannot be accidentally overwritten, deleted or lost. CenturyLink shall never purge or delete from the Technology Solution any Stored Information, so there is no possibility that the "wrong" files could be accidentally deleted during a purging process. Further, CenturyLink will ensure that the system is configured such that no user has the ability to modify original source files.

To ensure court-verifiable integrity of call recordings, the ICS module shall utilize a Pikamux call processing program to generate the call recording in a raw proprietary format. The system shall then utilize its AU Comp program to decode the Pikamux raw file and convert the recording into a Speex compressed format, which supports playback utilizing various utilities. CenturyLink will continually deploy AU Comp to create an MD5 checksum of the audio file for each and every recording. The MD5 checksum will be stored in the database's log file for that recording and will be duplicated with the recording to both data centers. Each recording and checksum is time-stamped and date-stamped as it is written to each individual NAS and is protected thereafter.

Stored Information is the property of IDOC and IDOC retains full ownership of same. CenturyLink will not to transfer, disclose, and/or use any Stored Information derived from and/or collected in connection with the Technology Solution for any purpose, except as specified in the Agreement or as may otherwise be required by law, without obtaining IDOC's written permission.

## **11. EQUIPMENT AND SIGNAGE**

### **11.1 Equipment Ratios**

The number, style and type of equipment installed at any Facility, such as wall or floor mount, wireless, cordless, or roll-around units, shall be approved in advance by IDOC for each Facility through the site engineering surveys and must take into account the number and classification of Inmates housed at the Facility, with safety and security being the primary consideration. Through the site engineering surveys, CenturyLink and IDOC will identify the optimal phone and kiosk ratios.

Space permitting, phones and kiosks shall be installed in such a way as to maximize the opportunities for Inmates to utilize each piece of equipment simultaneously. Any housing unit which has a caged area for Inmates to utilize the phone will have a fully-functional kiosk placed in or next to the cage as space allows.

CenturyLink will utilize the first few months of usage activity to develop typical usage pattern activity. Thereafter call volume totals will be compared on a daily basis for variances of 15% or more outside of the defined range. A variance of 15% or more will be researched to ensure there are no malfunctioning systems or parts and corrections will be made as needed.

On a weekly basis, CenturyLink shall monitor equipment usage and volume for all Facilities. If any housing unit is consistently at or above 80% usage volume during the hours of 0800 and 2200 for any consecutive three (3) week period, CenturyLink shall notify the Contract Administrator and the Parties will work together to determine if there is space and Facility support to warrant additional phones and/or kiosks being installed in such housing units. Notwithstanding the foregoing, IDOC reserves the right to require the installation of additional phones or kiosks or the removal of one or more units at any Facility at any time.

### **11.2 General Equipment Specifications**

All Inmate-accessible equipment must be hardened, correctional grade and meet or exceed specifications provided herein. CenturyLink will provide equipment that accommodates and accepts both pulse and tone prompts and functions seamlessly between landlines, cordless phones, computers, laptops, cell phones, and other such mobile devices.

- (i) No installed equipment will have parts that can be removed by an Inmate.
- (ii) CenturyLink will utilize equipment that is constructed and mounted in such a way as to minimize and mitigate misuse, vandalism or destruction.
- (iii) All equipment must be water-resistant, flame resistant, shock and impact resistant, and shatterproof, all with paint and/or finishes that are mar and scratch resistant.
- (iv) Any and all equipment of whatever type must be new. Demonstrators, refurbished or reconditioned components or equipment are not permitted at any time.
- (v) No equipment with serial numbers or any other manufacturer's identifying label or mark that has been removed, obliterated, or changed in any way can be installed.
- (vi) Fourteen (14) gauge steel or better phone boxes and kiosks are required unless alternate styles are offered by CenturyLink and approved by IDOC.
- (vii) Chrome plated Dual Tone Multi-Frequency (DTMF) dial pads (touch-tone) are required.

- (viii) All handsets will be echo cancelling with armored lanyards. Lanyard lengths shall be no less than 20" and no more than 32" with a heavy 14 gauge steel or better retainer. Each Facility reserves the right to dictate the lanyard length, within the 20" to 32" range.
- (ix) Magnetic or micro-switch switch hooks are required.
- (x) An independent Uninterruptible Power Supply (UPS) source for each Facility with at least 15-minutes of dedicated power.
- (xi) For outdoor units CenturyLink will provide the necessary outdoor rated enclosures to fully protect the equipment.
- (xii) CenturyLink will offer to Inmates for purchase a handheld portable mini tablet. This mini tablet will be reinforced with a high grade clear plastic casing, shock absorbers and an enhanced thickness display with touch screen technology and will be capable of connecting to the tablet kiosks to download music, emails, photos, ebooks and other similar services as may be deployed under this Agreement.

With the exception of handheld, mobile or roll-around devices, all equipment accessible to Inmates must be securely mounted utilizing hardened, high security, tamper resistant correctional grade apparatus and proven techniques. CenturyLink will ensure that each phone or kiosk is mounted on proper fitting fiberglass or metal backboards or other correctional grade mounting apparatus. All backboards or other mounting apparatus shall be securely and properly mounted to the walls or flooring using brackets or internal mounting hardware not accessible to Inmates. All exposed wiring and cabling, including low voltage, must be properly protected in conduit and securely attached to the wall, ceiling or flooring as appropriate.

### **11.3 Cordless Mobile Phones and Kiosks**

Any approved cordless mobile phone, kiosk or mobile, wireless handheld and/or roll-around solution will be maintained, serviced, repaired and replaced by CenturyLink. CenturyLink will ensure that proper signal strength is maintained to ensure connectivity and reliability. Boosters, modems or repeaters may be installed as needed with the location of such being approved by the Facility. All exposed wiring and cabling, including low voltage, must be properly protected in conduit and securely attached to the wall, ceiling or flooring as appropriate.

- (i) Cordless Mobile Phones. Cordless mobile phones introduced into Facilities must be shatter / impact resistant, submersible, and otherwise suitable for the correctional environment. Before being placed into service every cordless mobile phone must have memory / redial functionality removed or disabled by the On-Site Rep so that Inmates are not able to see or access another Inmate's calling information. The cordless mobile phone solution may utilize an unlicensed portion of the 900 MHz bandwidth and cannot interfere in any way with radios or other communication equipment used by Facilities. CenturyLink will ensure that each cordless mobile phone has a minimum of six (6) hours of active talk time plus 50 hours of standby battery power. CenturyLink will promptly replace any battery and/or cordless mobile unit that does not meet this minimum talk time level.
- (ii) Kiosks and mobile, wireless handheld and/or roll-around solutions. CenturyLink will provide a wall-mounted kiosk consisting of a 10" touchscreen hardened behind a steel enclosure with shatter-resistant touchscreen glass to include a handset mounted to the side of the kiosk. Full color monitors protected by shatter resistant touch screen panels and high resolution (470+) color cameras are required. For Inmates in administrative segregation or other such restrictive housing, CenturyLink will provide kiosks that are mobile, wireless handheld and/or roll-around solutions to allow IDOC to provide the equipment to Inmates to use without leaving their cells.

#### **11.4 Signage**

CenturyLink shall provide, replace and update all Inmate signage as needed. Signage shall be provided in English and Spanish, and or other languages as requested by IDOC, and shall include, at a minimum:

- a statement that all communications and access will be logged, recorded and may be monitored;
- instructions on how to register with the system;
- general usage instructions;
- IPUC and FCC complaint contact information;
- PREA hotline instructions; and
- Other information as Additional Features are deployed, if any.

Signage can be affixed to floor- or wall-mounted equipment, affixed to a wall and/or included in a bulletin board, as approved and authorized by each Facility. Signage not contained within a bulletin board will be covered with some kind of protective covering or housing (e.g. hard laminate) to minimize damage, destruction and vandalism. Any protective covering or housing must be approved in advance by IDOC and maintained, repaired and replaced by CenturyLink as needed.

Kiosk signage will be substantially similar to that of the Inmate phones. The kiosk interface will provide simple on-screen instructions to Inmates and will include appropriate prompts, tutorials, and informational/help messages. All messages will be built-in throughout the system to help Inmates navigate the kiosk easily and efficiently and will be provided in text, icon and/or audio form as appropriate.

#### **11.5 Inmate Notice of Change**

CenturyLink will provide at least thirty (30) days prior written notice to the Inmate population of any upcoming change to pricing, services, functionality and access.

#### **11.6 ADA Compliance**

CenturyLink will ensure that the Technology Solution meets all applicable state and federal requirements concerning accessibility and services for the disabled as set forth in the Americans with Disabilities Act (ADA). All circuits provided must be compatible with TDD/TTY, Hearing Carry Over (HCO) and Voice Carry Over (VCO) equipment and work seamlessly with voice or video relay centers/systems. In addition to complying with all ADA requirements, CenturyLink shall:

- (i) Provide at least one (1) TDD/TTY machine or similar system to each Facility. The TDD/TTY machine shall be maintained, serviced, repaired and replaced by CenturyLink as needed.
- (ii) Ensure that security features designed into any standard access practice for Inmates are incorporated into the features utilized by Inmates using relay centers or TDD/TTY equipment.
- (iii) Maintain a centrally managed database with all known voice and video relay centers' contact information.

If the VVS module is deployed as an Additional Feature, CenturyLink will ensure that kiosks deployed as part of the Technology Solution are able to accommodate and adjust for Inmates who utilize sign language as their preferred method of communicating with family and friends. CenturyLink will provide kiosk equipment with an adjustable camera to allow for full view of the Inmate from the waist up in order to facilitate this communication method.

## 12. FUNDING

### 12.1 Funding Sources

CenturyLink will provide a network that is compliant with then current Payment Card Industry Data Security Standards (PCI-DSS) and protocols. CenturyLink represents and warrants that all financial transactions related to credit and debit card transactions will be conducted, processed, recorded and maintained within a PCI-DSS compliant network. Failure to maintain a PCI-DDS compliant network is grounds for immediate termination.

CenturyLink will provide multiple real-time payment alternatives for outside parties through a secure website to an Inmate's commissary, media and/or phone accounts. CenturyLink will accept and process funding through a variety of sources, including but not limited to third party commissary purchases, also known as debit purchases, and deposits using credit and debit cards through its managed website and through its Customer Care Center. CenturyLink will impose no funding minimums on accounts regardless of the funding source.

CenturyLink shall ensure that the Technology Solution is configured such that, at the time an attempted call is blocked due to funding or calling method, the called party will be instantly connected with a Customer Care Center representative who will explain the prepaid program, establish a prepaid account, and facilitate a variety of payment methods.

CenturyLink shall ensure that friends and family can make deposits utilizing secure website or mobile application, by speaking with a Customer Care Center representative, via an automated voice prompt system or by sending a money order that identifies the Inmate and/or account or through external money transmitter companies such as MoneyGram®.

### 12.2 Protecting Funds and Refunds

CenturyLink shall constantly work to protect Inmate funds from theft, loss and fraudulent activities. CenturyLink shall ensure that the Technology Solution is configured to require that Inmates enter their Personal Identification Number (PIN) to initiate each and every call, commissary order, or kiosk transaction. CenturyLink will continuously deploy multiple methods to counteract PIN fraud, including but not limited to reporting features, voice verification, and continuous voice biometrics as applicable to Base Services and Additional Features, if any.

(i) Refunds for Dropped Calls and Services / Quality Issues. Any refund request received from Inmates and the general public will be objectively and fairly reviewed by CenturyLink's On-Site Rep or Customer Care Center personnel on a case-by-case basis. Except as provided in §12.2(ii) below, refund requests will be processed by CenturyLink in accordance with its internal refund policies and guidelines as set forth on Attachment 3, attached hereto and incorporated herein. Any refunds granted may not be deducted from the ADP Fee or otherwise assessed to IDOC in any way.

(ii) Refunds for Unused Phone Time. IDOC does not allow phone account refunds for unused phone time except as specifically set forth in IDOC SOP §114.04.02.001. Unused phone time will only be refunded when an Inmate has been moved to a county jail, or an out-of-state facility or in the event the Inmate's conviction is vacated. IDOC will initiate and facilitate refunds to Inmates in such cases.

## 13. FUNCTIONAL REQUIREMENTS

### 13.1 Outbound Phone Calls

As a Base Service and in addition to the general functional requirements discussed throughout this Agreement, the Technology Solution shall support standard outbound inmate calls through ICSolutions' Enforcer® solution that will support multiple calling options for Inmates which include, but are not

necessarily limited to, standard collect, direct bill, prepaid collect / advance pay, and commissary calling, also known as debit calling, methods for outgoing calls only for all local, in-state, out-of-state and international numbers ("ICS module"). The maximum call duration for all call types, unless otherwise administratively set by IDOC, shall be thirty (30) minutes.

CenturyLink is responsible for the connectivity and call quality at each Facility and will constantly work to ensure that communications are free from static, cross-talk, disruption, buffering and other such degraded services.

(i) Tip Lines, Hotlines and PREA. The ICS module will accommodate and support tip lines and hotlines that connect to either an outside trunk or an inside extension for internal confidential informant (CI) lines, PREA, CRIMESTOPPERS and other such numbers. The On-Site Rep and IDOC End-users with administrative-level profiles will manage tip lines and hotlines.

CenturyLink will configure the ICS module to support multiple tip lines and hotlines within a Facility and/or single lines that bridge across all Facilities. Each tip line and hotline will be individually managed and allow specific IDOC End-users to receive an alert notice when the tip line / hotline is contacted.

Tip lines and hotlines will always be 'Free of Charge' to all inmates. Tip lines and hotlines are not privileged and will be recorded, archived and logged as any standard contact except for certain PREA calls to an IDOC-designated outside rape crisis center, if any, that requires Inmates be allowed to make anonymous calls to report incidents of sexual abuse or rape. The ICS module shall restrict access to CDRs and recordings for tip lines and hotlines to IDOC End-users with administrative and investigative level profiles.

(ii) Call Branding. The ICS module will provide 'call branding' for each and every connected call through the use of automatic announcements. The Contract Administrator will review and approve all branding announcements.

- a) At the inception of each call, the ICS module will provide an announcement to the contacted party that includes the Inmate's name and Facility being called from.
- b) Before a call is connected, the ICS module will advise the Inmate and the contacted party simultaneously that, if communication is privileged, it is incumbent upon the Inmate and/or the contacted party to end the communication and notify the appropriate IDOC staff.
- c) Before a call is connected, the ICS module will advise the Inmate and the contacted party simultaneously the amount that will be billed or charged for the call.
- d) Using the standard 30-minute call length, before a call is connected and again at the 15 minute mark of the call, the ICS module will inform the Inmate and the contacted party simultaneously that all calls are recorded and may be monitored.
- e) Using the standard 30-minute call length, at least one (1) minute prior to the end of each call, the ICS module will advise the Inmate and the contacted party simultaneously of the time remaining.
- f) The ICS module will automatically disconnect each call after the preset time expires with a message of "Your Call Time Has Expired, Thank You." or something similar.

(iii) Two-Channel Recordings. CenturyLink and IDOC recognize that high audio quality is essential to successful investigations and evidentiary admissibility and CenturyLink will ensure that the ICS module is configured to support and provide two-channel recordings where each party on the call can have his/her voice isolated as to a single party's side of the conversation.

(iv) Personally Authorized Numbers (PANs). Inmates will establish their own PAN list within the ICS module without any kind of manual entry by IDOC staff. Each Inmate will be allowed a minimum of 250 active PANs at any given time.

(v) Number Validation. The ICS module will provide immediate number validation for third party collect calls, blocked calls, and other restrictions and no call will be connected until that validation is complete. As part of the validation process, each dialed number will be checked against the Line Information DataBase (LIDB) as well as CenturyLink's proprietary database. The Inmate must know the complete telephone number, limited to a ten-digit dialing sequence, excluding international numbers. Any partial dialed or misdirected calls shall be terminated and the Inmate will not be charged for the attempt. Partial dialed or misdirected calls will not be referred to an operator.

(vi) Affirmative Acceptance. Except as otherwise noted for attorneys in §13.1(viii) below and other IDOC approved numbers, a positive or affirmative response from the contacted party is required before a call can be connected.

- a) The ICS module will not allow any communication between the Inmate and the contacted party before the contacted party affirmatively accepts the communication. If the contacted party does not respond to prompts the communication will be disconnected and neither party will be charged for the attempt.
- b) The ICS module will automatically detect the difference between an accepted call, an answering machine, a busy signal, or any other telephonic activity. Except in the case of an attorney's phone tree or message center, the ICS module will automatically disallow connection with an answering machine, a busy signal, or any other telephone activity and neither party shall be charged for the attempt.

(vii) Privileged, Do Not Record Numbers and/or Free of Charge Numbers. The ICS module will allow specific telephone numbers to be set up as 'Privileged, Do Not Record' and/or 'Free of Charge.'

- a) CenturyLink will ensure that all current State of Idaho attorney telephone numbers as listed in the then most current version of the Tucker Legal Directory ("Tuckers"), are uploaded to the ICS module, properly flagged as 'Privileged, Do Not Record' and functional as of the Service Commencement Date. On an annual basis, CenturyLink shall update Idaho attorney numbers in the ICS module using the most current version of Tuckers.
- b) CenturyLink shall ensure that the following IDOC-approved numbers are properly loaded in the ICS module, are marked as 'Free of Charge' and functional as of the Service Commencement Date:
  - \*Federal Defender Services of Idaho (208-331-5500, extensions 5501-5525 and 208-331-5530, extensions 5531-5550)
  - All consulates located within the boundaries of the 9th Circuit Court
  - \*Local ACLU Office (208-344-9750)

- \*Washington DC ACLU office (202-457-0800)
- Boise Crime Stoppers (208/343-2677 and 1-800-222-8411)
- Idaho's Department of Veterans Services (1-800-827-1000)
- PREA hotline

\*shall also be flagged as 'Privileged, Do Not Record.'

- c) As of the Service Commencement Date, CenturyLink shall ensure that any and all numbers marked as 'Free of Charge' from the outgoing system are captured and functional within the ICS module.

(viii) Attorney Calls. Many attorneys utilize phone trees or message centers that require Inmates to press an extension to connect to an attorney or leave a message without the ICS module receiving an affirmative acceptance of the call.

- a) The ICS module will recognize when the calling party reaches an attorney's phone tree and, subject to proper settings within the ICS module, allow Inmates to input additional digits in order to transfer to an attorney's extension.
- b) The ICS module will allow properly placed attorney calls using commissary funds, also known as debit funds, to pay for the call to be completed without affirmative acceptance when calling an attorney phone tree or when connecting to an attorney's message center.
- c) The ICS module will allow attorneys who allow/accept collect calls or who do prepaid accounts to generally require positive acceptance for calls to connect. Attorneys will have the ability to opt out of affirmative acceptance calls if they so choose.

When placing a call to an attorney, the contact detail will be captured to include information on the Inmate who initiated the call, the date and time of the call or attempt, and the number called but the phone call itself will not be recorded and must be restricted from live monitoring.

(ix) Restricted / Blocked Numbers. With the exception of special group profiles for limited purposes (e.g. outside law enforcement agency access), all user profile groups will be able to add, remove and modify restricted / blocked numbers. The ICS module will manage restrictions/blocks that can be imposed on any number, a single Inmate, for a specific Facility or for all Facilities. The ICS module will allow a contacted party to automatically block all future communication attempts and such an action must automatically block communications from all Facilities. The ICS module will also include 'soft block' and 'automatic blocking' features where the system, based on established rules and calling parameters, automatically blocks a number after multiple refused calls. CenturyLink will ensure that the ICS module does not allow any communication from any Facility to a restricted/blocked number.

- a) Except for certain numbers approved by IDOC, the ICS module shall automatically block 1+800, 1+866, 1+888, 1+877, 1+900, and 1+AC+976 numbers.
- b) Directory or information services calls (e.g. 411, 511, et al), 1+ calls, or calls billed to third party numbers or direct billed to credit cards are prohibited.
- c) CenturyLink shall transfer, upload and integrate all phone numbers from the outgoing system into the ICS module and any phone number marked as

blocked/restricted will be blocked / restricted in the ICS module as of the Service Commencement Date.

- d) Any number set up as restricted/blocked by any IDOC End-user shall include a mandatory notes/comment field.

(x) Inmate Suspensions. The ICS module will manage suspensions for individual Inmates and automatically restore privileges when the suspension period is up. CenturyLink will ensure that individual Inmates on restriction are able to place calls to properly configured attorney numbers, the PREA hotline and CI lines but restrict access to all other numbers until the Inmate comes off suspension. CenturyLink will ensure that the Technology Solution is configured to accommodate multiple customization options for restricting Inmate access including but not limited to:

- a) Full and partial suspension where full suspension means the Inmate cannot utilize the phone at all or partial suspension where an Inmate can place calls to attorney numbers, free numbers and hotlines.
- b) Restrict calling to specific Facilities or from individual phones or groups of phones.
- c) Restrict the number of calls an Inmate can place in a specific timeframe (days, weeks, months).
- d) Restrict calling to a specific set of phone numbers through managed PAN lists.
- e) Restrict the number of free calls an Inmate can make.

(xi) Live Monitoring and Archive Reviews. The ICS module will support live monitoring from multiple computers for any non-privileged real time communication in progress, allow the review of any non-privileged archived communication, and continue to process multiple other transactions and services simultaneously all without detection by Inmates or any contacted party. The ICS module will support playback of archived communications using standard multimedia players.

### 13.2 Inmate Voicemail

As a Base Service, CenturyLink shall provide Inmate voicemail (IVS module) as part of the overall Technology Solution.

The IVS module will allow families and friends to leave voicemail messages for Inmates. Messages are paid for by the party leaving the message, and no fee will ever be charged to the Inmate to retrieve a voicemail message. Voicemail messages will be recorded, captured, and archived and the IVS module will support administrative functionality, investigative tools and other similar elements similar to those associated with the ICS module.

- (i) Duration. The maximum message duration shall not be less than two (2) minutes.
- (ii) Future Access. CenturyLink will configure the IVS module to allow Inmates access to re-listen to a previously listened to voicemail for thirty (30) consecutive days following the first time the message was listened to.
- (iii) Voicemail Capture. Each voice mail message will result in the creation of a CDR, which will be stored along with the voicemail recording. These records will be readily searchable and retrievable online by authorized IDOC End-users, just like any standard telephone CDR or recording.
- (iv) Facility to Inmate Messaging. CenturyLink will configure the IVS module to allow authorized IDOC staff to broadcast messages to one, some, or all inmates in any Facility free

of charge. Authorized Facility personnel will type the desired message into the appropriate Technology Solution application, which will then convert the message to synthesized speech and deliver it to the designated Inmates' voice mailboxes.

### 13.3 Commissary Ordering

As a Base Service, CenturyLink shall provide kiosk-based commissary ordering (POS Module) as part of the Technology Solution. In addition, CenturyLink will provide supplemental commissary ordering access by allowing for commissary ordering and balance checking via the ICS module. ICS commissary access is designed to ensure Inmates have widespread, nearly constant access to commissary ordering during times when kiosks are in high demand and for those Inmates who do not have ready access to the kiosks. All commissary purchases are subject to IDOC policy 406 and SOP 320.02.01.001, any unique Facility authorized or restricted items, and funds availability.

CenturyLink shall not impose or charge any sort of surcharge or transaction fee on Inmates for kiosk-based commissary orders through POS module or for commissary orders placed through the ICS module.

The actual date of the roll-out date of the POS module and ICS commissary ordering will be determined by IDOC and communicated to CenturyLink at least sixty (60) calendar days in advance of the roll-out date. Once active, the POS module and ICS commissary ordering functionality will permit IDOC inmates to place and track commissary orders and make refund requests of a 3<sup>rd</sup> party commissary provider. Interface requirements with IDOC systems and the 3<sup>rd</sup> party commissary provider will be developed, tested and implemented by CenturyLink with assistance from IDOC's commissary provider and shall be tested and stable at least thirty (30) days in advance of the roll-out date.

The following identifies functional services contained within the POS module for kiosk orders:

- (i) Browsing. Inmates will be able to browse commissary items by categories or use the text search to look for items and see pictures and prices of available product offerings. CenturyLink will work with IDOC's 3<sup>rd</sup> party commissary provider to obtain the proper menus, pricing, and pictures to be uploaded to the kiosks.
- (ii) Shopping Cart. Products in the shopping cart will be saved until the Inmate is ready to finalize and submit the order. CenturyLink will include periodic checks to ensure that orders do not exceed pre-defined and configurable limits per IDOC SOP, inventory available, category thresholds, or the Inmate's trust account balance (subject to Reflections being able to provide real time financial data). If a limit is reached, the Inmate will be advised by the POS module to make changes before the order can be submitted and processed. When an order is submitted, Inmates will be required to review and agree to a standardized purchase agreement. This purchase agreement is customizable and will be mutually developed by the Parties. Processing of commissary orders only occurs after acceptance of the purchase agreement.
- (iii) Automatic Adjustments. CenturyLink will ensure that the POS module is configured to remove items based on priority if the total order amount exceeds the Inmate's available balance. This Priority List will be based on IDOC's Partial Order Fill List as set forth in SOP 406.02.01.001.
- (iv) Order Confirmation. Upon completion of an order, an email confirmation will be sent to the commissary provider to be included in the Inmate's commissary order.
- (v) Order Fulfillment. Once an order has been placed, the Inmate name (first and last), Inmate ID number and order information will be added to the fulfillment file and sent to the 3<sup>rd</sup> commissary provider for fulfillment each day.

(vi) Back Office Administration. CenturyLink, will provide administrative access to the POS module for authorized IDOC End-users and the 3<sup>rd</sup> party commissary provider to administer all of the POS services to include, but not necessarily limited to:

- a) Edit times for order processing
- b) Activate or remove commissary ordering on the kiosk
- c) Enable or disable order processing
- d) Manually adjust catalog items
- e) Review past order details

Ordering schedules will be set at the Facility or housing unit level. The POS module will accommodate daily, weekly, or monthly ordering cycles, with multiple processing times throughout the day.

(vii) Integration with the Banking System. Subject to IDOC software capabilities, CenturyLink will debit and credit inmate commissary accounts by integrating with CIS and Reflections. CenturyLink will receive an Inmate roster on a daily basis via FTP, and return a daily file containing all credits and debits to the appropriate Inmate account. Reflections will upload the transactional data and populates each Inmate account with appropriate credits or debits.

#### **13.4 General**

CenturyLink will configure the Technology Solution in such a way as to ensure that there is no IDOC personnel involvement relative to establishing an Inmate's account, access, registration, set up, or PIN creation. As of the Service Commencement Date, CenturyLink will ensure that the Technology Solution is configured to support and provide the following general functional elements.

(i) System Access. The Technology Solution will be fully managed and accessed through separate local desktop computers through any operating system, including but not limited to Windows, Mac and Linux systems, by multiple authorized users at once and through a secure Internet portal for remote access, requiring a secure network integration model. CenturyLink shall utilize its own dedicated IP address and establish a secure firewall to ensure system integrity on both the Facility local area network (LAN) and the system LAN. Further, the overall Technology Solution will be protected by perimeter and secondary firewalls. Access to the wide area network (WAN) will be accomplished only by IDOC IP addresses registered with the system. Any domain/IP address that is not registered will be denied access to the Technology Solution. CenturyLink shall provide its customary secure firewall which will automatically log all denied connection requests. These logs are accessible to CenturyLink network monitoring staff and will be provided to the Contract Administrator upon request.

CenturyLink will ensure that security clearance to gain access to CDRs, recordings, video, data, monitoring and reporting is managed through a series of usernames, passwords, and account privileges within the Technology Solution. The Technology Solution will be protected by a Multiprotocol Label Switching (MPLS) network over which communications will be processed and data sessions will travel, all of which will be a private, dedicated, managed and firewalled network that is paid for, supported, managed and maintained by CenturyLink.

All access points to the Technology Solution database and application will be password protected and will occur only through a Secure Sockets Layer (SSL) exchange. CenturyLink will ensure that any data accessible to application users will be encrypted per SSL standards and that the MPLS network over which data travels is also encrypted. Each username must be associated with a pre-configured set of privileges within the GUI and access to any records

for retrieval requires specifically assigned privileges from an authorized CenturyLink or IDOC Administrator.

Access to any Inmate information, billing records, payment information or client information will be granted for CenturyLink employees only on a need-to-know basis and requires signed authorization from CenturyLink management before CenturyLink systems administrators may grant any such access. Access to all Stored Information is saved as read-only for all users.

IDOC will utilize the standard user profile groups established by CenturyLink. CenturyLink will ensure that among its standard profiles there is an administrative-level user profile that provides administrative access to the Technology Solution with permissions that include, but are not limited to, access to all financial records, the ability to set and adjust Facility and Inmate access times, the ability to add / delete other IDOC End-users to any other profile group, and unrestricted access to all data, event detail records, media, investigative functions and information, usage schedules and all other similar functionality. CenturyLink will ensure that the Technology Solution is configured in such a way as to allow CenturyLink or IDOC administrators the ability to create and modify the profile groups to meet IDOC's needs relative to customized role settings and privileges.

(ii) Reports and Logs. The Technology Solution shall support and provide varied reporting capabilities that can be compiled through adjustable search pattern criteria. All search pattern criteria and any available logs, activity reports, audit features, financial reports, and other similar data reporting functionality shall be exportable into standard Excel format and all available reports and logs will be configured, loaded, and printed from local IDOC network computers. Access to certain logs, activity reports, audit features, financial reports, and other similar data reporting functionality will be based on user profile.

Available reports and logs must be configured to contain, at a minimum:

- Inmate name (first and last)
- IDOC Inmate number
- Transaction or event's unique identifier,
- Inmate housing area and phone / kiosk used (e.g. ISCI 15 Port 3)
- Transaction type
- Date / Time

Every financial, accounting and reconciliation report must be configured to contain, at a minimum:

- Inmate name (first and last)
- IDOC Inmate number
- Transaction or event's unique identifier
- Inmate housing area and phone / kiosk used
- Requested transactional detail
- Date / Time

(iii) Investigation and Intelligence. CenturyLink will utilize and deploy throughout the Technology Solution robust intelligence analysis tools such as CenturyLink's *Link Analysis* data mining solution, *Call Analysis* solution, *Gang Affiliation Tracking* tool, *Graphical Mapping* tool, *Router Detection* tools, integrated watch lists, and customized alerts. All investigative and intelligence tools may be utilized by IDOC End-users, based on user profile, to identify and investigate suspicious associations and patterns between Inmates, contacted

outside parties, telephone numbers / emails, high interest groups, and other data to identify possible criminal or illicit activity or fraud.

(iv) 'Alerts' and Flagged Contact Points. The Technology Solution will allow identified telephone numbers, tip lines, hotlines (including the PREA hotline), identified email accounts or any means of contacting the outside communication world, to be flagged for monitoring and other investigative purposes. CenturyLink will ensure that real time and archived media is immediately accessible by the alerted IDOC End-users.

CenturyLink shall configure the Technology Solution to monitor all contact points and send an email or text message alert notice to designated IDOC End-user(s). Alert notices to IDOC End-users will contain, at a minimum, the following data elements:

- Inmate's first and last name
- Date and time
- Facility

The Technology Solution will silently connect the alerted IDOC End-user to a communication event in progress without a tone, click or other notification to the Inmate or the contacted party and allow for multiple IDOC End-users to monitor the communication event in real time. The Technology Solution will also allow multiple IDOC End-users to access CDRs, recordings, data, information, and all records and media, regardless of its source of origination or medium, from multiple computers at once all while simultaneously completing all real time transactions and usages without detection by Inmates or contacted parties.

(v) Inmate Usage. The Technology Solution as a whole will be functional and available for use 24/7/365. Outside communication services and access times will vary by Facility and housing area (e.g. restricted 2400 to 0800, available 24/7/365, available daily from 0800 to 1500 and again from 1900 to 2200) as established by Facility rules and schedules. Inmate access times may also vary by function such as the ICS module may be available different times than the POS module.

- a) CenturyLink will load the current schedules for each Facility and housing unit into the Technology Solution such that on the Service Commencement Date, the Technology Solution will automatically turn outside communication access services on and off for phones and kiosks in accordance with Facility rules and schedules. The On-site Rep, other designated CenturyLink personnel, if any, and those IDOC End-users with administrative-level profiles shall manage access times and will be able to adjust access times within the Technology Solution as needed.
- b) CenturyLink will configure the Technology Solution to allow IDOC End-users with administrative-level access to adjust call length for specific phone numbers, up or down, on a case-by-case basis.
- c) The Technology Solution will allow Inmates to engage in outside communication services (including commissary ordering), disconnect, and promptly engage in another contact without any kind of forced delay or minimum 'on-hook' time. Subject to Facility rules and schedules and if deployed as Additional Features, CenturyLink will ensure that Inmates are able to utilize non-fee based kiosk services, including commissary ordering, as frequently as desired.
- d) CenturyLink will offer call recipients whose phones cannot accept collect calls ~~one free two (2) minute call at least one time every three (3) months to make~~

connections before they are automatically transferred to a live Customer Care Center representative to explain the options available and help with account setup.

(vi) Linking Inmates to Housing Areas. CenturyLink shall configure the Technology Solution to link each Inmate to his/her current housing unit and prohibit the use of that Inmate's information from another housing unit or Facility. To assist in this process, IDOC uses specific field codes in CIS to track an Inmate's transfer / housing movements which are commonly known as 'out of facility' designators, and include: (a) transfers out of Facility; (b) transfers between Facilities, and (c) transfers to a different housing unit within a Facility. If a real time feed from CIS can be established, the Technology Solution will automatically temporarily disable accounts for Inmates who are flagged as 'out of facility' and automatically re-establish access when the Inmate is logged back into his/her housing unit in CIS.

(vii) Transferred Inmates. IDOC will on occasion house inmates at county facilities throughout the State or with other DOC's in other states (collectively "Outside Housing Facility"). In the event an Inmate is transferred to an Outside Housing Facility serviced by CenturyLink and then transferred back to an IDOC Facility, upon IDOC changing that Inmate's 'out of facility' housing code in CIS to a specific Facility's housing unit, CenturyLink will ensure that the Technology Solution is configured to grant that Inmate access to only those Base Services and Additional Features, if any, approved and active within the IDOC Technology Solution. By way of example only, if Bonner County Jail offers on-line periodicals to be purchased by their inmate population through kiosks and IDOC Inmates have access to that functionality while incarcerated in the Bonner County facility, then when that Inmate comes back to an IDOC Facility, CenturyLink will ensure that such functionality is not available to that Inmate unless and until IDOC elects to add it as an Additional Feature.

(viii) Languages. The Technology Solution will, at a minimum, communicate all prompts and information, written or 'spoken' through computer voice generation, in English and Spanish. CenturyLink will include other languages as requested by IDOC at no charge.

(ix) Shut-down. At any given time, the Technology Solution will be configured to allow IDOC End-users to shut down or disable phones and kiosks on an individual basis, by housing unit, or by individual Facility utilizing the software and programming associated with the system and/or the physical toggle / cutoff switches.

(x) Included Kiosk Information and Tutorials. CenturyLink will provide a powerful and flexible solution that allows the inclusion of Inmate accessible information tabs embedded within the programming of the Technology Solution for kiosks and tablets that will allow Inmates to access certain IDOC policies, procedures, rules and regulations, provide access to Base Services and Additional Features as they may be rolled out, calendars and schedules, commissary and food service menus, and training or tutorial aides. CenturyLink will design, set up and maintain all information and tutorials and shall display such features and all other menu items through text, icons or pictures as appropriate.

(xi) Indigent Inmate Contacts. In June and December each year, CenturyLink shall provide at least one (1) free communication point to each Indigent Inmate. This communication can be telephone or, if implemented, video visitation, at CenturyLink's election, Free calls or video visitations are not cumulative and cannot be carried over or banked for future use. IDOC will provide the list of Indigent Inmates to CenturyLink on or before the 1<sup>st</sup> of June and 1<sup>st</sup> of December and CenturyLink will upload the free communication point for those Indigent Inmates by the 5<sup>th</sup> of June and 5<sup>th</sup> of December.

CenturyLink will allow Indigent Inmates access to their free communication point between June 10<sup>th</sup> and July 10<sup>th</sup> and between December 10<sup>th</sup> and January 10<sup>th</sup> each year.

#### **14. PRICING MATRIX and DEDUCTIONS, FEES and CHARGES**

CenturyLink represents and warrants that the pricing, fees and charges of whatever type that may be imposed on Inmates and their families and friends for any service, function, enhancement or feature utilized through the Technology Solution are lawful, equitable, fair and reasonable for the services provided.

##### **14.1 Pricing**

Unless otherwise approved in advance by IDOC and memorialized in an amendment to this Agreement, all pricing structures for Base Services are fixed for the Term. Any change in rates up or down that is not approved by IDOC in writing in advance of the change is grounds for termination of the Agreement. Further, if CenturyLink increases rates without the express written approval of IDOC, then CenturyLink will issue credits to all customers who were overcharged.

(i) ICS module. Inmates will have access to standard outbound telephonic communications for prepaid, standard collect and commissary calling, also known as debit calling, methods for local, in-state, out-of-state and international numbers as of the Service Commencement Date. CenturyLink will provide a fully-burdened postalized (per minute) pricing model for all approved call types for all calling areas with no connection fees or surcharges of any sort. All Facilities will have equal access to all call types and calling areas, have thirty (30) minute maximum call time per call and will enjoy the same pricing structure. The pricing matrix for the ICS module is set forth on Exhibit 1 – ICS Pricing, attached hereto and incorporated herein.

(ii) IVS module. Inmates will have access to voicemail services to retrieve messages. All Facilities will have equal access to voicemail services and will enjoy the same pricing structure. Only the party leaving the message will be charged for the transactions and Inmates will never be charged to retrieve and listen to voicemail messages. CenturyLink will provide all voicemail services with no connection fees or surcharges of any sort. The pricing matrix for the IVS module is set forth on Exhibit 2 – IVS Pricing, attached hereto and incorporated herein.

(iii) POS module. CenturyLink will not charge any transaction or processing fees of any sort for commissary purchases or refund requests of the POS module or ICS ordering feature by Inmates.

##### **14.2 Deductions, Fees and Charges**

All deductions, fees and charges of whatever type or naming methodology must be disclosed by CenturyLink to Inmates and the general public through its website and signage in an easily understood structure, itemizing any and all deductions, fees and charges of whatever sort for all transaction types that could be incurred by, imposed on, or deducted from an Inmate or his/her family and friends. All deductions, fees and charges permitted under this Agreement are set forth on Exhibit 3 - Deductions, Fees and Charges, attached hereto and incorporated herein. Only those deductions, fees and charges set forth on Exhibit 3 may be imposed or charged by CenturyLink.

#### **15. SERVICE AND SUPPORT**

##### **15.1 CenturyLink's Customer Care Center**

CenturyLink shall establish and maintain a call center tasked with servicing the general public and Inmates as it relates to using the Technology Solution, posting funds, answering questions, resolving

issues and other similar services. Any requests or questions by Inmates and the general public will be addressed by the On-Site Rep or the Customer Care Center.

CenturyLink will address customer issues and complaints proactively through a 24/7/365 automated and live customer service representatives, complemented by approved Subcontractor websites. At a minimum, the Customer Care Center will maintain live customer support services for the public of at least 0800 to 1700, seven (7) days a week. CenturyLink shall provide bi-lingual customer service representatives who are fluent in English and Spanish.

Customer service representatives will have the ability and authority to address customer inquiries and complaints in real time, including but not limited to:

- (i) Ability to transfer funds from a prepaid account to another telephone number and/or Inmate account;
- (ii) Ability to add another telephone number to their prepaid account;
- (iii) Visibility to all payments made to the prepaid account and the status of these payments;
- (iv) Ability to provide the customer with the balance on their account; and
- (v) Ability to block or unblock phone numbers.

Customer Care Center supervisors shall be available 24/7/365 to resolve any issues that require escalation.

### **15.2 CenturyLink's Customer Support Group**

CenturyLink shall establish and maintain a call center which is staffed 24/7/365 and tasked with servicing IDOC and its Facilities as it relates to the Technology Solution, issuing work orders and handling technology and service / repair issues, and answering IDOC End-user questions. CenturyLink shall provide day-to-day support and emergency response for IDOC and its Facilities using the On-Site Rep and TSC personnel.

Due to the sophisticated nature of Technology Solution, TSC personnel will routinely conduct an array of non-intrusive remote diagnostic tests designed to pin-point the problem and expedite resolution, using remote access to effect repairs and system adjustments whenever possible. CenturyLink will provide TSC personnel who are professionally trained and experienced in the operations of the Technology Solution and who can provide technical support and perform remote diagnostics, or dispatch the On-Site Rep or other qualified field technician to the Facility if the problem cannot be fixed remotely.

TSC personnel will utilize and follow the same service level requirements noted in §15.3 below and the Escalation process and plans contained in Attachment 1.

The CenturyLink *Mantis* or equivalent trouble ticketing system will be used to enter ticket-specific data and to automatically update the Contract Administrator and On-Site Rep on repair progress via email. CenturyLink will maintain a complete account of all trouble tickets issued by the TSC for the life of the Agreement.

### **15.3 Service Levels**

CenturyLink acknowledges and understands that Technology Solution reliability and Post-Acceptance Up-Time is critical to the security and safety of each Facility and that prompt responses for emergency outages, general maintenance and repairs is required. Service level response times are determined based on CenturyLink's receipt of notice of failure through the TSC, Customer Support Group or On-Site Rep.

- (i) **Priority Level One (P1), Critical Failures** require a minimum remote response time within thirty (30) minutes of CenturyLink's notification for all Facilities or an on-site

response by qualified technical support within one (1) hour of notification for the South Boise Complex and two (2) hours for all other Facilities. The following situations shall be considered Priority Level One, Critical Failures:

- Failure or shutdown such that Inmates are unable to access the Technology Solution as a whole or any singular module, such as the VVS module; or
- Failure where Inmate calls are being repeatedly or consistently dropped or access is unavailable or denied at one or more Facilities; or
- More than twenty percent (20%) of the equipment is not working for any given Facility; or
- Loss of monitoring / retrieval access or data; or
- Loss of access for IDOC End-users; or
- Power failure, loss or interruption not involving power for the entire Facility.

CenturyLink will apprise the Contract Administrator of all Priority Level One, Critical Failures, either by email or phone, within thirty (30) minutes of CenturyLink's notice of same. Such notice to the Contract Administrator shall include details of the failure, as much as is known at the time, and the steps currently underway to correct it. Confirmation that the failure has been corrected or regular updates containing details of the extended corrective action plan in place to address the failure shall be provided to the Contract Administrator as needed until the issue is corrected.

(ii) **Priority Level Two (P2), Localized Failures** require a minimum remote response time within two (2) hours of CenturyLink's notification for all Facilities or an on-site response by qualified technical support within four (4) hours of notification for the South Boise Complex and six (6) hours for all other Facilities. The following situations shall be considered a Priority Level Two, Localized Failure:

- Equipment in localized housing units within a given Facility is not functioning properly or down completely. If the number of non-working equipment reaches 20% of the total pieces of equipment for that Facility then the outage rises to a Priority Level One, Critical Failure.

CenturyLink will apprise the Contract Administrator of all Priority Level Two, Localized Failures, either by email or phone, within one (1) hour of CenturyLink's notice of same. Such notice to the Contract Administrator shall include details of the failure, as much as is known at the time, and the steps currently underway to correct it. Confirmation that the failure has been corrected or regular updates containing details of the extended corrective action plan in place to address the failure shall be provided to the Contract Administrator as needed until the issue is corrected.

(iii) **Priority Level Three (P3), Routine Repairs/Maintenance** requires an on-site response by qualified technical support within twenty-four (24) hours of CenturyLink's notification, excluding holidays and weekends, unless other arrangements are made. The following situations shall be considered Priority Level Three, Routine Repairs / Maintenance:

- Routine day-to-day maintenance, service or repairs for all equipment

(iv) **Chronic Failures:** Chronic failures are failures that result in continued intermittent or sporadic errors and failures of a substantially similar nature that occur time and time again. In the event of a Chronic Failure, CenturyLink shall work diligently to identify and resolve such failure as expeditiously as possible. CenturyLink shall keep the Contract Administrator

informed of corrective action steps currently underway to address Chronic Failures and provide regular updates as needed until the issue is corrected.

#### 15.4 Liquidated Damages

Inasmuch as the actual loss and/or inconveniences to IDOC and its Facilities, Inmates and the public are difficult to ascertain, CenturyLink agrees, as a condition of this Agreement, that it shall be liable for and shall pay to IDOC certain fixed, agreed, and liquidated damages as set forth herein. The assessment of liquidated damages for service level failures shall be in addition to, and not in lieu of, other remedies available to IDOC and nothing in this Agreement shall preclude IDOC from recovering damages or exercising any other remedy at law or in equity; nor shall IDOC be precluded from terminating the Agreement for breach.

IDOC is not required to invoice for liquidated damages and CenturyLink may accomplish payment through ADP Fee adjustments with proper documentation. Notwithstanding anything herein to the contrary, IDOC shall not impose liquidated damages when the failure arises out of events of Force Majeure or are due to the actions or inactions of IDOC.

(i) Performance. Time is of the essence in the performance of the work specified herein. If CenturyLink fails to meet the installation and cutover timelines established and agreed to through the Final Project Plans, liquidated damages shall accrue to IDOC in the amount of One Thousand Dollars and no/100 (\$1,000.00) per calendar day per Facility and will continue to accrue until such time as the project is back on schedule for each Facility. Any Time of Performance liquidated damages are due within 10 days from the date the project is back on schedule or cutover, whichever occurs first.

(ii) Service Level Failures. Failing to meet minimum service level requirements compromises daily operations as well as Facility safety and security. If CenturyLink fails to meet the service levels as set forth in §15.3, CenturyLink shall pay IDOC the following liquidated damages:

- Priority Level One, Critical Failure: \$500.00/day per impacted Facility
- Priority Level Two, Localized Failure: \$250.00/day per impacted Facility

On a monthly basis, CenturyLink shall provide a comprehensive Service Level Report as more thoroughly described in Appendix C to the Contract Administrator recapping all P1 and P2 failures from the prior month. If service levels are not met, liquidated damages may be imposed by IDOC for every out-of-compliance event and shall be paid within thirty (30) days of CenturyLink's receipt of notice of non-compliance of from the Contract Administrator.

(iii) Chronic Failures. CenturyLink is not subject to liquidated damages for Chronic Failure situations unless and until such failures cause CenturyLink to drop to a Post-Acceptance Up-Time of 95% or lower for at least three (3) consecutive months. In such an instance CenturyLink is subject to liquidated damages in the amount of Five Hundred Dollars and no/100 (\$500.00) per month that Chronic Failures continue to impact Post-Acceptance Up-Time. Chronic Failures liquidated damages shall be paid until the issues are resolved.

## 16. FINANCIALS

### 16.1 ADP Fee

CenturyLink shall pay IDOC a flat fee that utilizes IDOC's average daily population (ADP) as the basis for the calculation ("ADP Fee"). The ADP Fee is used by IDOC to fund the Inmate Management Fund (IMF) which promotes the welfare of Inmates through services, programs and physical purchases. The ADP Fee is calculated by multiplying the prior month's ADP for all Facilities by twenty dollars and

no/100 (\$20.00). By way of example, IDOC's ADP for July 1, 2013 through July 31, 2013 was 7385 so the calculation for the July 2013 ADP Fee is:  $7385 \times 20 = \$147,700.00$ .

By the 5<sup>th</sup> of each month the Contract Administrator shall provide CenturyLink with the ADP for the prior month. CenturyLink will remit payment of the ADP Fee on or before the 15<sup>th</sup> of that month to IDOC by check sent to the address noted in §16.3) below or by ACH/Direct Deposit as mutually agreed. Since IDOC provides the ADP, and the calculation matrix is set at \$20.00, no reconciliation reports are required to accompany the ADP Fee payment.

The ADP Fee is paid in arrears and is based on actual ADP for the prior month so it is earned at time of payment and is not subject to a refund at any time.

CenturyLink acknowledges and agrees that it has a remaining liability, once the Agreement is ended, for the final month's ADP Fee payment. If the Agreement is terminated for breach the ADP Fee for the current month, up to the date of termination, becomes immediately due. If the Agreement expires naturally or is not renewed, then the ADP Fee would be due by the normal due date on or before the 15<sup>th</sup> as set forth above.

### **16.2 Invoicing IDOC**

IDOC holds all Inmate trust accounts and will remit payment to CenturyLink for purchases made by Inmates. By the 5<sup>th</sup> of each month CenturyLink will invoice IDOC for the prior month for all Inmate trust account transactions for phone and kiosk services. Invoicing shall include detailed reports / reconciliation documentation in Excel format that includes, but is not limited to, (i) Facility name, street address, city, state, and zip code; (ii) period dates; (iii) total and summary transactions for each service, and (iv) the total due. IDOC will remit payment within sixty (60) days from receipt of invoice; however, payment is contingent upon CenturyLink providing a proper invoice with all required supporting documentation. Payment can be made by check or ACH/Direct Deposit as mutually agreed.

### **16.3 Notices and Mailing Address**

All notices and other communication required to be given to or made upon any party hereunder, other than payment requirements herein, shall be in writing and shall be deemed given immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

#### **For CenturyLink:**

CenturyLink Public Communications, Inc.  
Attn: Paul Cooper, General Manager  
5454 W. 110th Street  
Overland Park, KS 66211  
Fax: 720-264-8121

#### **With a copy to:**

CenturyLink Public Communications, Inc.  
Attn: Wholesale Legal Department  
1801 California Street, 9th Floor  
Denver, CO 80202  
Fax: 888-778-0054

**For IDOC:**

Idaho Department of Correction  
Attn: Business Support Manager, Contract Services Bureau  
1299 N. Orchard Street, Suite 110  
Boise, ID 83706  
Fax #: 208/658-2160

For IDOC, all invoices, liquidated damages payments, if any, and the ADP Fee if it is mailed, shall be mailed / delivered to the address listed below, which may be changed by IDOC at any time upon written notice.

Idaho Department of Correction  
Attn: Fiscal Department  
1299 N. Orchard St., Ste. 110  
Boise, ID 83706

**17. REGISTRATIONS, LICENSES AND PERMITS**

CenturyLink shall comply with all requirements of federal, state, and local laws and regulations applicable to CenturyLink or to the property/services provided under this Agreement. CenturyLink is responsible for and expected to stay informed of any and all changes in federal, state, and local laws, case law, consent decrees, and court orders at its own expense and shall ensure that the Technology Solution and all related services hereunder are in full compliance with same.

For the duration of the Agreement, CenturyLink shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules and shall provide proof of such registrations, licenses and certifications upon demand.

**17.1 Registration with Secretary of State and Service Of Process**

CenturyLink must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing throughout the Term. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, CenturyLink hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. CenturyLink must notify IDOC in writing of any change of address to which service of process can be made. Service shall be completed upon CenturyLink's actual receipt of process or upon IDOC's receipt of the return thereof by the United States Postal Service as refused or undeliverable.

**17.2 Registration with Governing Bodies**

CenturyLink shall maintain current registrations with the Federal Communications Commission (FCC) and with the Idaho Public Utility Commission (IPUC) and will comply with all applicable orders, rulings, and mandates from those governing bodies. CenturyLink shall, at its own cost and expense, stay informed on any and all applicable federal, state, and local laws, case law, consent decrees, and court orders and any changes thereto and shall ensure that the Technology Solution and all related services deployed at IDOC Facilities are in full compliance with same. Failure to maintain proper registrations with the FCC or IPUC is grounds for immediate termination.

**17.3 Money Transmitter License**

CenturyLink shall maintain, or shall cause its approved Subcontractor to maintain, in good standing an Idaho Money Transmitter License. Upon written request, CenturyLink shall provide, or shall cause its approved Subcontractor to provide, proof of its current license to the Contract Administrator. Failure to maintain an Idaho Money Transmitter License is grounds for immediate termination.

#### **17.4 Professional and Business Licenses**

CenturyLink and all Service Personnel shall maintain in good standing any and all registrations, licenses and permits as may be required by applicable federal, state, and local laws, codes, rules, mandates and regulations. Upon written notice from IDOC, CenturyLink shall provide proof of such registrations, licenses and certifications. Failure to maintain required professional and business registrations, licenses and permits is grounds for immediate termination.

### **18. TERM AND TERMINATION**

#### **18.1 Initial Term**

The Agreement shall commence on the Agreement Commencement Date and shall continue in full force and effect up through 11:59p.m. June 30, 2019 ("Initial Term") unless otherwise terminated as provided herein.

#### **18.2 Renewal Term**

The Agreement may be extended for three (3) additional one (1) year periods ("First Renewal Term" "Second Renewal Term" as appropriate) as mutually agreed upon by the Parties in writing. IDOC shall provide CenturyLink with not more than nine (9) months written notice of any exercised renewal option.

For purposes of the Agreement, the Initial Term and renewal terms, if any, are collectively referred to as the "Term."

#### **18.3 Termination Rights**

This Agreement may be terminated for convenience as provided below.

- (i) During the Initial Term, IDOC may terminate the Agreement, without cause, upon written notice to CenturyLink with such notice being issued not less than ninety (90) calendar days' prior to end of the Initial Term.
- (ii) During any Renewal Term, IDOC may terminate the Agreement at any time, without cause, upon not less than 90 calendar days' written notice to CenturyLink, specifying the date of termination.

The Agreement may be terminated for cause as provided below.

- (i) The Agreement may be terminated immediately by IDOC if CenturyLink (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor statute unless such petition is stayed or discharged within ninety (90) calendar days; or (d) has a receiver appointed with respect to all or substantially off of its assets.
- (ii) The Agreement may be terminated by IDOC upon thirty (30) calendar days' written notice to CenturyLink if judicial interpretation of applicable federal or state laws, regulations, or rules render fulfillment of the Agreement infeasible, impractical or impossible.
- (iii) The Agreement may be terminated upon thirty (30) calendar days' prior written notice if one party fails to fulfill any material obligation on its part to be performed under the Agreement, or is determined to be in breach of its representations or warranties in the Agreement in any material respect. The breaching party shall have thirty (30) calendar days to cure the breach to the reasonable satisfaction of the non-breaching party. Notwithstanding the foregoing, there shall not be a breach within the meaning of this §19.3(v) if the breaching party promptly commences to cure such breach within the thirty (30) calendar day cure

period and thereafter diligently pursues such cure to completion; provided, however that the total cure period shall not exceed sixty (60) calendar days.

If IDOC terminates the Agreement for default or breach, IDOC reserves the right to take any action it may deem necessary including, without limitation:

- (i) Exercise any remedy provided by law or equity;
- (ii) Terminate any related contracts or portions thereof;
- (iii) Suspend CenturyLink from receiving future bid solicitations;
- (iv) Suspend CenturyLink's performance hereunder;
- (v) Withhold payment until the default is remedied;
- (vi) Offset of damages against payment due.

#### **18.4 No Relief for Breach**

The expiration or termination of the Agreement shall not relieve either party of any liability for a breach of its obligations hereunder or for any misrepresentation or failure to comply with any provision or covenant herein. Any such expiration or termination shall not be deemed a waiver of any available remedy for any such breach, misrepresentation or failure to comply.

### **19. STANDARD TERMS AND CONDITIONS**

#### **19.1 Adequate Assurance of Future Performance**

If IDOC has reasonable grounds to question CenturyLink's ability to perform the Agreement, IDOC may demand adequate assurance from CenturyLink. CenturyLink shall respond within thirty (30) calendar days of such demand.

#### **19.2 Antidiscrimination/Equal Employment Opportunity Clause**

Acceptance of this Agreement binds CenturyLink to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. CenturyLink must include this provision in every subcontract to ensure that subcontractors and vendors are bound by this provision.

#### **19.3 Assignment**

No performance, service, or any interest herein shall be transferred by CenturyLink to any other party without the prior, written approval of IDOC. Transfer of this Agreement without approval shall cause the annulment of the agreement so transferred, at the option of IDOC. All rights of action, however, for any breach of this Agreement are reserved to IDOC.

#### **19.4 Attorney's Fees**

In the event of a legal proceeding of any kind instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection herewith in addition to any other available remedies.

#### **19.5 Audits and Remedial Action**

On a monthly basis, the Contract Administrator will conduct a Contract Compliance Audit and provide a subsequent report. Upon completion of such audit, IDOC shall provide written notice regarding areas of partial compliance or non-compliance. CenturyLink must submit to IDOC a corrective action plan within ten (10) calendar days of notification by IDOC. The corrective action plan shall include time frames and action to be taken to achieve full compliance. The IDOC shall either agree to the corrective action plan as proposed, or shall notify CenturyLink of those areas of the plan that are not acceptable. CenturyLink must then submit changes to those areas considered to be not acceptable to IDOC within five (5) calendar days from the date of such notification.

All corrective action items based upon an audit must be remedied by CenturyLink within thirty (30) calendar days of approval of the corrective action plan by IDOC. If CenturyLink fails to address areas of partial compliance or non-compliance based upon an audit, IDOC reserves the right to pursue Liquidated Damages and remedies, up to and including termination for cause, as provided for in this Agreement and as allowed by law or in equity. At any time during an audit process, IDOC reserves the right to cease its efforts in working with CenturyLink on a corrective action plan, and issue written notice of default/breach.

#### **19.6 Changes/Modifications**

Any changes or modification to this Agreement must be through written amendment to this Agreement as issued through the Contract Administrator and signed by Authorized Representatives of the Parties to be valid.

#### **19.7 Confidential Information**

Pursuant to this Agreement, CenturyLink may collect, or IDOC may disclose to CenturyLink, financial, personnel, Inmate, or other information that IDOC regards as proprietary or confidential ("Confidential Information"). CenturyLink specifically recognizes that certain data concerning criminal history information and other such information is of a highly sensitive nature and classified as confidential information by State and Federal law appropriate to the subject. CenturyLink, notwithstanding any other provisions herein, agrees to maintain the confidentiality of any computerized or hard copy information made available to it in the performance of the Agreement. Confidential Information shall belong solely to IDOC. CenturyLink shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information to any third party, except with IDOC's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to IDOC. The IDOC may require that CenturyLink's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to IDOC upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- (i) Is or was in the possession of CenturyLink before being furnished by IDOC, provided that such information or other data is not known by CenturyLink to be subject to another confidentiality agreement with or other obligation of secrecy to IDOC or State of Idaho;

(ii) Becomes generally available to the public other than as a result of disclosure by CenturyLink; or

(iii) Becomes available to CenturyLink on a non-confidential basis from a source other than IDOC, provided that such source is not known by CenturyLink to be subject to a confidentiality agreement with or other obligation of secrecy to IDOC.

### **19.8 Control of Claims**

In the event that CenturyLink indemnifies IDOC for a third party claim against IDOC, CenturyLink may not take control of the defense of any claim against IDOC without IDOC's written consent. If CenturyLink promptly and reasonably investigates and defends any third party claim, it shall have control over the defense and settlement of it, subject to the approval and written consent of the Idaho Attorney General, provided that when substantial principles of government or public law are involved, when litigation might create precedent affecting future IDOC operations or liability, or when involvement of IDOC is otherwise mandated by law, IDOC may participate in such action at its own expense with respect to attorneys' fees and costs but not liability.

### **19.9 Counterparts and Imaging**

This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument. Provider acknowledges that IDOC may maintain a copy of these documents in electronic form and agrees that a copy reproduced from such an electronic copy or by any other reliable means (e.g. photocopy, image or facsimile) shall in all respects be considered equivalent to the original.

### **19.10 End of Contract Transition**

Upon notice to either party that the Agreement will be terminated or not renewed, CenturyLink will continue to provide quality services through the date of termination or expiration in a professional and workmanlike manner and will continue to provide and support all Base Services and Additional Features, if any, up through the date of termination or expiration, consistent with the level of service and support afforded IDOC during the prior twenty-four (24) month period. CenturyLink will cooperate with IDOC and any replacement vendor to ensure a smooth and timely transition.

(i) Stored Information Transition. Stored Information is the property of IDOC and IDOC retains full ownership of same. Stored Information shall be managed as an information asset throughout the Term and transferred in a readily usable format to any replacement vendor identified by IDOC or to IDOC upon termination or expiration of this Agreement. All Stored Information will be provided to any replacement vendor or IDOC without charge.

(ii) Removal of Equipment. CenturyLink agrees that at the expiration or termination of this Agreement, it shall cause to be removed its equipment (e.g. phones, kiosks, servers) in a professional and workmanlike manner such that wiring and cabling referred to in §4(a) may be reused by any replacement vendor. Any damage to the Facility caused by Service Personnel or equipment shall be promptly repaired by CenturyLink, at its sole cost and expense, to the reasonable satisfaction of IDOC.

### **19.11 Entire Agreement**

This Agreement, and any and all exhibits or attachments, constitute the entire agreement between the Parties with respect to the subject matter hereof.

### **19.12 Force Majeure**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment of necessary equipment or performance hereunder occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public

enemy, fires, floods, epidemics, quarantine, restrictions, strikes or riots, freight embargoes, or unusually severe weather, provided that in all cases CenturyLink shall promptly notify IDOC Agreement Administrator in writing of any cause for delay and IDOC concurs that the delay was beyond the control and without the fault or negligence of CenturyLink. Matters of CenturyLink's or its Subcontractor's finances shall not be considered an event of Force Majeure. Neither contract disputes with Subcontractor's nor termination of any subcontracts shall constitute and event of Force Majeure.

### **19.13 Governing Law and Severability**

This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any Term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force. The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way effect the validity of this Agreement, any part hereof, or the right of such party to enforce each and every provision hereof.

### **19.14 Hazardous Materials**

CenturyLink shall not place, hold or dispose of any hazardous materials on, under or at any Facility. CenturyLink shall have its own plan for the storage, use, retention and disposal of all such allowable materials, consistent with applicable laws, rules and regulations. CenturyLink shall not cause or allow any asbestos to be incorporated into any improvements or alterations made to the Facility in relation to the proposed Technology Solution. For purposes of the Agreement, "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order, or decree relating to any hazardous, toxic, or dangerous waste, substance or material.

### **19.15 Headings**

Titles or section headings of the various provisions of this Agreement are intended solely for convenience and ease of reference and shall not in any manner simplify, limit, modify or otherwise be used in the interpretation of such provisions.

### **19.16 IDOC Property and Ownership of Data**

CenturyLink acknowledges and understands that all Stored Information recorded and maintained in the normal course are the exclusive property of IDOC provided, however, that CenturyLink retains the right to Stored Information to respond to legal requests, and to provide the services under the Agreement. Notwithstanding the foregoing, absent a court order, subpoena or other legal ruling, CenturyLink will refer all requests for copies of CDRs, call recordings or Stored Information recorded and maintained hereunder to IDOC's Contract Administrator.

### **19.17 Insurance**

Insurance coverage required under this Agreement shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. For worker's compensation insurance, CenturyLink shall provide either a certificate of worker's compensation insurance issued by a surety or insurance carrier licensed to write worker's compensation insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. CenturyLink shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy shall be primary to any coverage of IDOC on or related to this Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers of

subrogation. CenturyLink waives all rights against IDOC and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles shall not be deducted from any damages due to IDOC.

- (i) Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit: five million dollars (\$5,000,000.00) per occurrence and one million dollars (1,000,000.00) per person.
- (ii) Employer's Liability Insurance: five million dollars (\$5,000,000.00) per occurrence and one million dollars (1,000,000.00) per person.
- (iii) Commercial Automobile Liability: Combined Bodily Injury and Property Damage Single Limit: five million dollars (\$5,000,000.00) combined single limit for each occurrence and one million dollars (1,000,000.00) per person.
- (iv) Workers Compensation: CenturyLink shall comply with all Workers Compensation requirements in the State of Idaho.

The CGL and Automobile Liability insurance coverages required shall include IDOC as additional insureds.

By requiring insurance herein, IDOC does not represent that coverage and limits shall necessarily be adequate to protect CenturyLink and such coverage and limits shall not be deemed as a limitation on any of the indemnities granted to IDOC in this Agreement.

#### **19.18 Intellectual Property Representations, Warranties and Indemnification**

To the extent CenturyLink utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under this Agreement, Contractor shall provide IDOC with whatever assurance IDOC deems necessary that the use of such third party Intellectual Property Rights is permissible. CenturyLink represents and warrants that IDOC and its Inmates may, under CenturyLink's contract with any Subcontractor or other third party, use any software or equipment provided as part of the Technology Solution. In addition, in the event of failure to perform or breach of this Agreement, CenturyLink shall ensure continued right of use of licensed intellectual property by IDOC.

CenturyLink shall defend, indemnify and hold harmless IDOC and its officers, agents, and employees ("Indemnified Party") from and against claims, damages or causes of action including without limitation, claims against an Indemnified Party by a third party, reasonable attorneys' fees, and related costs arising out of the claim that the deliverable or its use, infringes a patent, copyright, or other proprietary right, or misappropriates a trade secret ("Intellectual Property Claim").

With respect to claims arising from computer hardware or software manufactured by a third party and sold by CenturyLink as a reseller, CenturyLink will pass through to IDOC such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, CenturyLink will provide IDOC with indemnity protection equal to that called for by the Third Party Obligation.

CenturyLink's obligations under this section shall not extend to any combination of the deliverable with any other product, system or method, unless it would be reasonably expected to use the deliverable in combination with such product, system or method, or the deliverable, system or method is: (i) provided by CenturyLink or CenturyLink's subsidiaries or affiliates; (ii) specified by CenturyLink to work with the deliverable; or (iii) reasonably required, in order to use the deliverable in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function.

The Indemnified Party shall notify CenturyLink within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice,

CenturyLink shall not be relieved from its obligations unless CenturyLink can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to CenturyLink.

If CenturyLink promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it, subject to the approval and written consent of the Idaho Attorney General, provided that when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of IDOC is otherwise mandated by law, IDOC may participate in such action at its own expense with respect to attorneys' fees and costs but not liability.

The Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at CenturyLink's reasonable request and expense, information and assistance necessary for such defense. If CenturyLink fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and CenturyLink shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

Should the Technology Solution or the operation thereof, become, or in CenturyLink's opinion are likely to become, the subject of a claim of infringement or violation of an Intellectual Property Claim, IDOC shall permit CenturyLink at its option and expense either to procure for IDOC the right to continue using the Technology Solution, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Technology Solution by IDOC shall be prevented by injunction, CenturyLink agrees to take back such infringing element(s) and make every reasonable effort to assist IDOC in procuring substitute elements. If, in the sole opinion of IDOC, the return of such infringing elements makes the retention of the Technology Solution acquired from CenturyLink under this Agreement impractical, IDOC shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. CenturyLink agrees remove the Technology Solution, excluding wiring, cabling and infrastructure.

#### **19.19 Intent to Supersede**

This Agreement is intended to supersede any and all existing agreements between CenturyLink and IDOC, if any, for the services described herein; however, this Agreement is not intended to supersede liabilities arising under any indemnification requirement of any prior agreements or any payment obligations from one party to the other.

#### **19.20 Interpretation**

Article, section, clause, schedule, exhibit, preamble, recital and party references in this Agreement, if any, are to this Agreement only unless otherwise specifically noted.

#### **19.21 No Waiver of Sovereign Immunity**

In no event shall this Agreement or any act by IDOC, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Idaho. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **19.22 Official, Agent, and Employees of the State not Personally Liable**

In no event shall any official, officer, employee or agent of IDOC be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

### **19.23 Public Records**

Pursuant to Idaho Code Section 9-337, et seq., information or documents received from CenturyLink is open to public inspection and copying unless exempt from disclosure. CenturyLink shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDOC will not accept the marking of an entire document as exempt. In addition, IDOC will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CenturyLink shall indemnify and defend IDOC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CenturyLink's failure to designate individual documents as exempt. CenturyLink's failure to designate as exempt any document or portion of a document that is released by IDOC shall constitute a complete waiver of any and all claims for damages caused by any such release. If IDOC receives a request for materials claimed exempt by CenturyLink, CenturyLink shall provide the legal defense for such claim.

### **19.24 Relationship of Parties**

It is distinctly and particularly understood and agreed between the Parties hereto that IDOC is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of CenturyLink or with the employment of labor or the incurring of expenses by CenturyLink. CenturyLink is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. CenturyLink shall exonerate, defend, indemnify and hold IDOC harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to CenturyLink or CenturyLink's employees engaged in performance under this Agreement. The State of Idaho and IDOC do not assume liability as an employer.

### **19.25 Safety**

CenturyLink shall be familiar with and shall ensure that all Service Personnel who do any work related to the Technology Solution or provide any services hereunder are familiar with and at all times operate within the guidelines set forth by OSHA and will perform all services in a professional and workmanlike manner.

### **19.26 Save Harmless**

CenturyLink shall exonerate, indemnify, defend, and hold harmless IDOC and IDOC's board members, officers, agents, and employees from and against any and all lawsuits, claims, or legal causes of action of any type arising from or in any manner connected with CenturyLink's performance (or failure to perform) under this Agreement. The right to indemnification shall be in addition to, and not in lieu of, any remedy otherwise available to IDOC. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by CenturyLink. Indemnification of IDOC shall not be construed to deny the State any of the benefits of any law that limits exposure to liability or damages and IDOC does not waive any immunity or limitation on liability otherwise extended by law.

### **19.27 Subcontracting**

Except for those Subcontractor's set forth in §33, CenturyLink shall not, without written prior approval from IDOC, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by IDOC of CenturyLink's request to subcontract or acceptance of or payment for subcontracted work shall not in any way relieve CenturyLink of any responsibility under this Agreement. The terms of such an agreement with a Subcontractor must comply with the terms of this Agreement, including but not limited to all insurance, licensing and indemnification requirements. CenturyLink shall be and remain liable for all damages to IDOC caused by negligent performance or non-performance of work under the Agreement by any Subcontractor or its sub-Subcontractor.

### **19.28 Survival**

All covenants, conditions and indemnifications contained herein that may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement shall survive.

### **19.29 Taxes**

IDOC is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State of Idaho is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by CenturyLink. If CenturyLink is required to pay any taxes incurred as a result of doing business with IDOC, it shall be solely and absolutely responsible for the payment of those taxes.

### **19.30 Time is of the Essence**

Time is of the essence to this Agreement; therefore, all times for performance stated herein or as reasonably requested by IDOC will be strictly followed by the Parties.

### **19.31 Tobacco Free Environment**

IDOC operates tobacco and smoke free Facilities. CenturyLink will ensure that all Service Personnel who work in connection with the Technology Solution do not bring in or utilize tobacco products of any kind while on site. Electronic cigarettes, vapor products and other such similar devices are also prohibited.

### **19.32 Use of the State Of Idaho or IDOC Name**

CenturyLink shall not, prior to, in the course of, or after performance under this Agreement, use the State's name or IDOC in any advertising or promotional media, including press releases, as a customer or client of CenturyLink without the prior written consent of the State or IDOC.

### **19.33 Warranties**

CenturyLink warrants that its performance shall be in accordance with sound professional standards and workmanlike manner and in accordance with the requirements of this Agreement including but not limited to compliance with the applicable federal, state, and local laws. CenturyLink further warrants and represents that: (i) CenturyLink has the right to enter into the contract; (ii) CenturyLink has not entered into any other contracts or employment relationships that restrict CenturyLink's ability to perform the contemplated services herein; (iii) CenturyLink shall observe and abide by all applicable laws, rules and policies, including those of IDOC pertaining to IDOC's Facilities; and (iv) CenturyLink has good and marketable title or legal right to use any property to be used under this Agreement.

CenturyLink warrants that all material and workmanship shall be free from defects at the time of acceptance. All hardware and operating software and CenturyLink-provided software is warranted to

conform to the functional specifications provided by CenturyLink for the entire Term of this Agreement. CenturyLink shall act as IDOC's single point of contact for all hardware and software warranty issues.

Each Party represents and warrants to the other party it has the authority to enter into this Agreement, thereby creating a contract legally binding upon it, and to authorize the installation and operation of equipment at Facilities. The representative executing this Agreement on behalf of each party is empowered to do so and thereby binds his, her, or its respective party. CenturyLink further represents and warrants that it is licensed to do business in the State of Idaho, and has satisfied all requirements of the Idaho Public Utility Commission of Idaho and the Federal Communications Commission.

CenturyLink represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and warrants that the personnel assigned by CenturyLink to perform all work, services and performance requirements hereunder will be fully qualified to perform such.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly Authorized Representative.

**CenturyLink Public Communications, Inc.**

By:  \_\_\_\_\_

Paul N. Cooper, General Manager

Date: 5/13/2014

THE STATE OF IDAHO

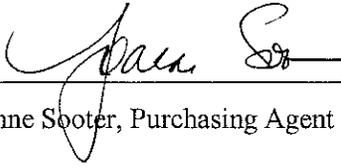
**Idaho Department of Correction**

By:  \_\_\_\_\_  
Brent D. Reinke, Director

Date: 5/16/14

THE STATE OF IDAHO

**Idaho Department of Correction**

By:  \_\_\_\_\_  
Joanne Sooter, Purchasing Agent

Date: 5/19/2014

## **APPENDIX A - DEFINITIONS**

24/7/365 – Twenty-four (24) hours a day, seven (7) days a week, and 365 days a year (including the 366th day in a leap year).

Authorized Representative - Any person or entity duly authorized and designated in writing to act for and on behalf of a party to the Agreement, which designation has been furnished to all the Parties herein.

Corrections Integrated Systems (CIS) - Computer databases used for the tracking of Inmates and Inmate information by IDOC. CIS consists of pertinent information for every Inmate housed in IDOC facilities including but not limited to arrest history, housing and movement information, alerts, trust account balances, hot sheets and other similar information.

Down Time – The time when, for reasons of hardware or software failure, the Technology Solution is not fully operational or is not meeting the performance requirements.

Facility(ies) – Those prisons, work camps and community work centers set forth in Appendix B, attached hereto and incorporated herein.

Final Project Plan – A document developed by CenturyLink that sets forth the various elements, timelines and needs of each Facility necessary to obtain a fully functional Technology Solution and will include those elements more thoroughly described in §10.1.

ICS module –the inmate phone call module as part of the overall Technology Solution which supports outbound telephonic communication for local, in-state, out-of-state and international calls to non-restricted numbers.

IDOC End-users – IDOC staff members who utilize the Technology Solution, based on user profile, to obtain information, conduct investigations, assist Inmates, and generate reports.

Indigent Inmate – An incarcerated individual who has maintained a zero balance in his/her Inmate trust account with IDOC and who has had no deposits for thirty (30) consecutive days.

Intellectual Property Rights - Those rights arising from and out of copyright, trademark, trade dress, trade secret, or patent, whether based upon the laws of the State of Idaho, the United States, or one or more foreign countries.

IVS module –the inmate voicemail module as part of the overall Technology Solution which supports voicemail communication between Inmates and the outside world.

Operating Platform –Any and all of CenturyLink's equipment, hardware, firmware, software and functionality which is designed, developed and deployed to provide the technology, services, features, functionality, enhancements or applications discussed herein.

OSHA – Occupational Safety and Health Administration.

Prison Rape Elimination Act (PREA) – Public Law No: 108-79 as published in 28 CFR Part 115.

Reflections – Computer database used to manage, among other things, Inmate trust accounts.

Service Commencement Date – October 1, 2014

Service Personnel – Any and all employees, workers, personnel, agents, individuals and Subcontractors who, at the direction of CenturyLink, provide any services related to or associated with the Technology Solution.

SOP (Standard Operating Procedure) - An IDOC written document that establishes process or policy guidance in a given area.

Stored Information – Any and all data, information, call details, and all records and media, regardless of its source of origination or medium, financial transactions and all other information, confidential or

otherwise, however obtained, maintained, recorded, retained, stored or archived through the Technology Solution and which is owned by and property of IDOC.

Subcontractor - Any third party who, at the direction of CenturyLink, provides software, services and/or supplies to accomplish some of the requirements of the Agreement.

Up Time – The time during testing-acceptance period when the Technology Solution is fully operational and functioning normally.

VVS module – if implemented as an Additional Feature, VVS module is the video visitation / conferencing solution module that is part of the overall Technology Solution which supports off-site, remote video visitation and video conferencing.

## **APPENDIX B - FACILITIES**

### **Prisons:**

- 1) Idaho Correctional Institution–Orofino (ICI-O), 381 West Hospital Drive, Orofino, Idaho
- 2) North Idaho Correctional Institution–Cottonwood (NICI), 236 Radar Road, Cottonwood, Idaho
- 3) Idaho Maximum Security Institution (IMSI), 13400 S. Pleasant Valley Road, Kuna, Idaho
- 4) Idaho State Correctional Institution (ISCI), 13500 S. Pleasant Valley Road, Kuna, Idaho
- 5) South Idaho Correctional Institution (SICI), 13900 S. Pleasant Valley Road, Boise, Idaho
- 6) South Boise Women’s Correctional Center (SBWCC), 13200 S. Pleasant Valley Road, Kuna, Idaho
- 7) Pocatello Women’s Correctional Center (PWCC), 1451 Fore Road, Pocatello, Idaho
- 8) Idaho State Correctional Center (ISCC), 14601 S. Pleasant Valley Road, Kuna, Idaho (IDOC assumes operational control on July 1, 2014)
- 9) Saint Anthony Work Camp (SAWC), 125 N 8th West, Saint Anthony, Idaho

### **Community Work Centers:**

- 10) Nampa Community Work Center (N-CWC), 1640 11th Ave. North, Nampa, Idaho
- 11) South Idaho Correctional Institution Community Work Center (SICI-CWC), 14195 S. Pleasant Valley Road, Boise, Idaho
- 12) Idaho Falls Community Work Center (IF-CWC), 3955 Bombardier Ave., Idaho Falls, Idaho
- 13) East Boise Community Work Center (EB-CWC), 2366 Old Penitentiary Road, Boise, Idaho

### **3rd Party Privately Operated Facilities (included):**

- 14) Correctional Alternative Placement Program (CAPP), 15505 S. Pleasant Valley Road, Kuna, Idaho

## APPENDIX C - REPORTS

**Report Description:** Service Level Report

**Report Format:** Excel or other mutually acceptable, searchable format

**Report Due:** Monthly

**Requirements:** CenturyLink shall maintain in Excel or other mutually acceptable and searchable format, documentation of Priority Level One, Priority Level Two and Chronic Failures and services provided. Such report shall contain, at a minimum:

- i. the type of service call requested;
- ii. the date / time received;
- iii. the date / time CenturyLink's technician(s) responded;
- iv. the type of response (remote, on-site or both)
- v. the type of repair or problem found; and
- vi. when the repair or problem was corrected.

By the 15<sup>th</sup> of each month, CenturyLink shall email the monthly Service Level Report to the Contract Administrator for the prior month.

**Report Description:** Concern Forms / Grievance Log

**Report Format:** Excel or other mutually acceptable, searchable format

**Report Due:** Monthly

**Requirements:** CenturyLink shall maintain auditable records documenting each concern form or grievance received and responded to and shall include at a minimum:

- i. the name (first and last) and IDOC Inmate number;
- ii. the date / time received;
- iii. generalized recap of the issue
- iv. CenturyLink's response; and
- v. the date returned to the Inmate

By the 15<sup>th</sup> of each month, CenturyLink shall email the Monthly Concern / Grievance Log to the Contract Administrator for the prior month.

**Report Description:** Refunds

**Report Format:** Excel

**Report Due:** Monthly

**Requirements:** CenturyLink shall maintain auditable records documenting each refund requested and the final disposition of that request.

For Inmate refunds, such a report shall contain, at a minimum:

- i. the name (first and last) and IDOC Inmate number;
- ii. the amount of the refund;
- iii. the date the refund was issued; and
- iv. the reason for the refund (using the table below)

For family and friend refunds, such a report shall contain, at a minimum:

- i. the name of the individual
- ii. the service, functionality, feature or enhancement utilized
- iii. the amount of the refund;
- iv. the date the refund was issued; and
- v. the reason for the refund (using the table below)

CenturyLink shall provide a summary report for refunds utilizing the following refund reason categories:

- customer relations refund
- 3rd party provider dropped call
- Parties on line but unable to communicate
- hardware issue (bad handset etc)
- no contact / connection (but charged)
- poor call quality (static, cross talk etc)
- Technology Solution drop / Technology Solution failure
- other (details required)

By the 15<sup>th</sup> of each month, CenturyLink shall email the monthly Refund Report to the Contract Administrator for the prior month.

**Report Description:** Inactivity Report

**Report Format:** Excel

**Report Due:** Monthly

**Requirements:** By the 15<sup>th</sup> of each month, CenturyLink will provide the Contract Administrator with an Excel spreadsheet showing all Inmates who have made no financial transactions for services, phone calls or purchases within the prior thirty (30) day period. IDOC will review those accounts and advise CenturyLink which accounts may be swept, if any. CenturyLink shall sweep designated accounts within fifteen (15) days of its notice from IDOC and such funds shall be remitted to IDOC by check or through ACD / Direct Deposit transfer as mutually agreed.

**Report:** Attorney Number Certification

**Report Format:** Letterhead

**Report Due:** Quarterly

**Requirements:** A letter signed by an authorized officer certifying that attorney numbers loaded in the Technology Solution are up to date (based on the then-current Tucker's list) and are properly flagged as 'Privileged, Do Not Record.' Within thirty (30) days of the end of each quarter, CenturyLink shall email the quarterly certification letter to the Contract Administrator for the prior quarter.

**APPENDIX D - CERTIFICATE OF ACCEPTANCE**

The Technology Solution has been installed, tested, approved and accepted. This Certificate of Acceptance covers the following Facility(ies) and is effective as of the signature date noted below:

The following are outstanding items that constitute exceptions to acceptance, if any:

STATE OF IDAHO

**Idaho Department of Correction**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Juliet McKay, Grants / Contracts Officer

Contract Services Bureau

**EXHIBIT 1 – ICS PRICING**

**Phone Call Pricing for All Facilities**

| Call Type             | Prepaid       |                    | Collect       |                    | Inmate Debit<br>(commissary) |                    |
|-----------------------|---------------|--------------------|---------------|--------------------|------------------------------|--------------------|
|                       | set up<br>fee | per minute<br>rate | set up<br>fee | per minute<br>rate | set up<br>fee                | per minute<br>rate |
| <b>Local</b>          | \$ -          | \$0.14             | \$ -          | \$0.14             | \$ -                         | \$0.14             |
| <b>In-state</b>       | \$ -          | \$0.14             | \$ -          | \$0.14             | \$ -                         | \$0.14             |
| <b>State-to-State</b> | \$ -          | \$0.14             | \$ -          | \$0.14             | \$ -                         | \$0.14             |
| <b>International</b>  | \$ -          | \$0.80             | n/a           | n/a                | \$ -                         | \$0.80             |

**EXHIBIT 2 – IVS PRICING**

**Inmate Voicemail Pricing for All Facilities**

| <b>Service</b>                       | <b>Unit</b>        | <b>Price</b> | <b>Who Pays?</b>                                                                |
|--------------------------------------|--------------------|--------------|---------------------------------------------------------------------------------|
| In-bound voicemail, family-to-inmate | per voicemail left | \$1.00       | Family or friend leaving the message as paid through a prepaid collect account. |

**EXHIBIT 3 - DEDUCTIONS, FEES AND CHARGES**

Only those fees and charges set forth below can be charged to any Inmate or any friend or family member with whom the Inmate communicates.

| <b>Fees and Charges</b>                             |                                                  |                                                                                                                                  |                    |
|-----------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Description</b>                                  | <b>Amount</b>                                    | <b>Type / Frequency</b>                                                                                                          | <b>Who Pays?</b>   |
| Account Funding Fee - Convenience Fee               | \$6.95                                           | per prepaid collect funding event using telephone or internet services                                                           | friends and family |
| Bill Statement Fee                                  | \$2.49                                           | Traditional collect only - per monthly billing statement. Single charge no matter how many calls are received in any given month | friends and family |
| Account Funding through 3rd parties (Western Union) | 5.50 (WU Swift Pay)<br>\$9.95 (WU Quick Collect) | Per funding event. These are negotiated rates with WU and are passed through with no CenturyLink upcharge.                       | friends and family |
| Government-Mandatory Taxes and Fees                 | Charged to customer as pass-through only         | Per call as applicable                                                                                                           | friends and family |

**SUMMARY OF FEES AND POLICIES □**

CenturyLink’s fees are meant to offset certain costs of billing, not create unreported profits. CenturyLink commits to not charging for:

- “Regulatory Cost Recovery” surcharges, which are actually not required by regulation
- Account administration fees
- Per-call “enhanced billing program” (e.g. text collect, pay now) fees
- Any fees not allowed by law or regulation
- Any fees not explicitly stated in the Agreement

**Attachment 1 – Escalation Plan**

Complementary to §15.3 and SOP 147.06.06.001, the following table sets forth the contact tree and escalation plan the parties will follow. The severity level can trigger an escalation. This happens by a TSC report, by one of the systems monitoring the Technology Solution or through the Contract Administrator. Escalations can also be triggered by lower severity levels remaining in that state past the pre-determined threshold.

Following are the basic criteria for escalation at each level:

**Priority Level 1 – Critical Failures (P1)** - Issues are escalated to CenturyLink’s VP Technology level immediately. Status updates are provided to that level hourly with corresponding updates to the Contract Administrator.

**Priority Level 2 – Localized Failures (P2)** - Issues that are not solved within the standard four or six hour timeframes are escalated to P1. P2 issues that are not solved within the timeframe allowed are escalated to the VP Technology Level. This level will be provided with status updates daily with corresponding updates to the Contract Administrator.

**Priority Level 3 – Routine Repairs / Maintenance (P3)** - Issues that are not solved within the standard 24 hour timeframe are automatically escalated to P2. P3 issues that are not solved within 24 hours are escalated to the VP Technology level. The VP Technology will receive status updates daily with corresponding updates the Contract Administrator.

For IDOC:

The primary contact will be the Contract Administrator Monday through Friday during business hours. For after-hours P1 events, the contact will be the on-duty officer at the Facility.

| Name & Position                               | Contact Info                                                                               | Area of Responsibility                                                                                                                                            |
|-----------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Juliet McKay,<br>Contract Administrator       | <a href="mailto:jmckay@idoc.idaho.gov">jmckay@idoc.idaho.gov</a> ;<br>208/658-2176         | Implementation/transition; contract compliance; all services; escalates issues in accordance with IDOC SOP 147.06.06.001 and applicable Contract Oversight Manual |
| Kim Frashier,<br>Business Support Manager     | <a href="mailto:kfrashier@idoc.idaho.gov">kfrashier@idoc.idaho.gov</a> ;<br>208/658-2127   | Implementation/transition; contract compliance; all services; escalates issues in accordance with IDOC SOP 147.06.06.001 and applicable Contract Oversight Manual |
| Pat Donaldson,<br>Chief Management Services   | <a href="mailto:pdonaldson@idoc.idaho.gov">pdonaldson@idoc.idaho.gov</a> ;<br>208/658-2108 | Implementation/transition; contract compliance; all services; escalates issues in accordance with IDOC SOP 147.06.06.001 and applicable Contract Oversight Manual |
| Shirley Audens,<br>Fiscal, Offender Accounts  | <a href="mailto:saudens@idoc.idaho.gov">saudens@idoc.idaho.gov</a> ;<br>208/658-2004       | Inmate trust accounts; ADP Fee payments; accounting reconciliations                                                                                               |
| Lisa Robinson, Sr.,<br>Database Analyst       | <a href="mailto:lrobinson@idoc.idaho.gov">lrobinson@idoc.idaho.gov</a> ;<br>208/658-2085   | Database management for CIS and Reflections                                                                                                                       |
| Michele Tomlinson,<br>IT Applications Manager | <a href="mailto:mtomlinson@idoc.idaho.gov">mtomlinson@idoc.idaho.gov</a> ;<br>208/658-2076 | Information Technology; integration; system support                                                                                                               |
| Randy Turner,<br>Operations Manager           | <a href="mailto:rturner@idoc.idaho.gov">rturner@idoc.idaho.gov</a> ;<br>208/658-2082       | Information Technology; integration; system support                                                                                                               |
| John Rigby, IT Manager, Sr.                   | <a href="mailto:jrigby@idoc.idaho.gov">jrigby@idoc.idaho.gov</a> ;<br>208-658-2087         | Information Technology; integration; system support                                                                                                               |

For CenturyLink

| Name & Position                              | Contact Info                                    | Area of Responsibility                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TBD, IDOC On-Site Rep                        |                                                 | Day to day operations and services; Facility support, services and repairs;                                                                                                                                                                                                                                                         |
| Debra Lambe,<br>Program Manager              | Debra.d.lambe@centurylink.com<br>702/244-6762   | Notifies personnel and supervisors of strategy for problem resolution.<br>Keeps the DOC and management involved in progress of problem resolution. Escalates as necessary.<br>Responsible for seeing problem through to resolution.<br>Contacts Manager –Operations within eight hours of missed performance standard.              |
| Barry Brinker,<br>Director, Operations       | Barry.e.brinker@centurylink.com<br>503/990-6466 | Operations Director resolves trouble/issue or escalates further if necessary.<br>Contacts additional resources (CenturyLink, Vendors, LECs, IXCs, etc.) as necessary.<br>Keeps the DOC informed of ongoing activities involving problem resolution.<br>Contacts Director – General Manager within 24 hours if issue is not resolved |
| Darryl Lynn,<br>National Sales Director      | Darryl.w.lynn@centurylink.com<br>913/345-6343   | Keeps the agency informed of ongoing activities involving problem resolution.<br>Contacts General Manager within 24 hours if issue is not resolved                                                                                                                                                                                  |
| Paul Cooper,<br>Director and General Manager | Paul.n.cooper@centurylink.com<br>913/345-6002   | Escalates further as necessary                                                                                                                                                                                                                                                                                                      |

## **Attachment 2 – IDOC End-User Training Parameters**

CenturyLink recognizes that different user groups will sometimes have different training needs and agrees that classes and training sessions offered will be customized to fit the participants and their assigned user roles. Training sessions shall include appropriate written materials and take-home instruction sheets / guides and all training and related materials shall be provided as requested throughout the Term at no cost to IDOC.

### **1. Phase 1 – Pre Cutover Webinar – 30 Days Before Install**

Each identified IDOC End-user will receive a printable copy of CenturyLink’s user guide via email in PDF format. Online training (“Webinar”) will be provided in several sessions to all participants beginning one month prior to the cutover of IDOC. There is no maximum number of attendees for Webinar training and CenturyLink will schedule as many sessions as needed based on the role of the user.

Each participant must have access to a personal computer, workstation, or laptop with access to the Internet. The online class (“Webinar”) will serve as a presentation of the Base Services and preparation for the cutover process. The goal of Phase 1 Training is an introduction and high level overview of the Base Services offered. These sessions typically last 30-45 minutes. Participants will be able to ask questions during the training session.

### **2. Phase 2 – Formal Training – Two Weeks Before Install**

Formal training will be provided to address in detail how to utilize the various features and functionality of the Base Services to include managing Inmates, global numbers, monitoring, and the retrieval of call recordings. These classroom training sessions will be offered at centralized training locations at the discretion of IDOC. This will allow multiple users an opportunity to see the system details with live data. The training will be conducted utilizing a laptop and projector and the training location must have internet access. Scheduled sessions will be based on the number of users and the needs of IDOC and will include as many sessions as is required in sites throughout the state. The goal of Phase 2 training is to fully prepare IDOC personnel to utilize the Technology Solution and will typically last approximately one hour depending on the user level. Participants will be able to ask questions during the training session.

### **3. Phase 3 – Post Cutover Webinars/Follow Up Training**

Follow up training will be provided no more than thirty (30) days after all platform cutovers have been completed and users have had a chance to start using the Technology Solution. This training can be conducted onsite or via webinar at IDOC’s discretion. The training method and the locations will be scheduled by IDOC. The goal of Phase 3 Training is to answer any questions the users may have after working in the system. Phase 3 sessions typically lasts one hour depending on the needs of the users and the questions they may have.

The standard training curriculum is detailed below. This is a typical training agenda which can be customized for IDOC.

#### **A. Day-to-Day System Administration**

- Logging In
- User Access Control Settings
- Record Search
- Allowed Number/Party Administration
- Inmate Editor Function
- Create a new account
- Alerts on Inmate Accounts
- Disable Account
- Search for Inmate Account
- Print Account Information

- Interface functionality for phones and kiosk services
- B. Investigative Functions
  - Monitoring
  - Call Disrupt Function
  - Recording
  - Recording Exempt Numbers/Parties
  - Setting Alerts (email, pager and phone)
  - Recording Search, Retrieval & Reporting
  - Recording Export to CD
  - Report Generation
- C. Automated Calling/Visiting Process
  - Initiating a Call/Visit
  - Collect Call Process
  - Debit Call Process
  - PrePaid Collect
- D. Service & Maintenance
  - Receiving Trouble Reports
  - Information Gathering & Preliminary Trouble-shooting
  - Trouble Reporting Instructions
  - Email updates on trouble tickets
- E. Reference Tools
  - Quick Reference Guide
  - User Guide
  - Report Synopsis
  - Inmate Information Pamphlets in English & Spanish
  - Support Center

In addition to IDOC staff training, CenturyLink shall provide training and information to IDOC Inmates and their families and friends as needed throughout the Term.

### **1. Inmate Population**

Inmate training shall include but is not limited to:

- Placement of posters in day rooms and common areas as approved by IDOC
- New calling and kiosk usage procedures
- Account information for family members on things they need to do such as close out previous phone accounts
- Placement of leaflets at visitation for families
- Production of pamphlet for intake packet (if desired)

## **2. Friends and Family**

Information for friends and family is equally as important. Upon an inmate's first call to a number following cutover, prepaid account holders are automatically routed to a live representative to initiate an account set up and provide explanations relative to the transition and the new offerings available, prices and services available. CenturyLink representatives are specially scripted to explain policies during account setup, including providing information on how to close out accounts and receive refunds from the previous provider. IDOC will provide information on its external website that corresponds with the information provided by CenturyLink and will direct family and friends to CenturyLink's customer service center.

### **Attachment 3 – CenturyLink Refund Policy**

Except as otherwise provided in §12.2, the following refund policy will apply to Inmates and friend and family refunds as reviewed, authorized and processed by CenturyLink.

#### Inmate Refund Policy

Inmates can request refunds for calls placed through their debit account from the On-Site Rep or by filing a concern form using the paperless inmate communications and grievance reporting portal, The Communicator through the kiosk. The On-Site Rep will research the refund request by accessing call detail records and recordings for that particular Inmate and determine whether a refund is warranted. For dropped calls to landlines, CenturyLink will investigate and typically issue an adjustment (refund) to the Inmate's debit account if the call is dropped due to an error or issue with the Technology Solution.

#### Called Party Refund Policy

Customers may contact CenturyLink's Customer Care Center toll free number 24/7/365 to request a refund. A live, bi-lingual customer service operator will be available to assist with prepaid account issues any time of day. The customer service operator processes the refund in real time, and if the original payment was made via debit or credit card, the refund will be applied back to that customer's credit or debit card in real time. For dropped calls to landlines, CenturyLink will investigate and typically issue an adjustment (refund) if the call is dropped due to our system.

#### Calls to Cell Phones

Upon account setup, we advise call recipient that CenturyLink will not be responsible for dropped voice or video calls to cell phones. If a call to a cell phone is dropped and the call recipient contacts the CenturyLink Customer Care Center, CenturyLink will investigate the incident to determine the cause of the dropped call and refund any call which is dropped due to an error or issue with the Technology Solution.

#### Video Visitation / VideoGram Refunds

Refunds will be given for dropped video visitants if the Technology Solution was not functioning properly during the visit. Refunds are never given if either party does not show up or log in for the visit.