

**ATTACHMENT A**  
**CONTRACT**  
**FOR**  
**INMATE COMMUNICATIONS**  
**BETWEEN**  
**THE COMMONWEALTH OF KENTUCKY**  
**JUSTICE AND PUBLIC SAFETY CABINET**  
**DEPARTMENT OF CORRECTIONS**  
**AND**  
**SECURUS TECHNOLOGIES**  
**MA 758 2000000723**

**VENDOR CONTACT INFORMATION:**  
**Amy Hewitt**  
**4000 INTERNATIONAL PARKWAY**  
**CARROLLTON, TX 75007**  
**(214)686-8053**  
**[AHewitt@securustechnologies.com](mailto:AHewitt@securustechnologies.com)**

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This Master Agreement (“Contract”, “Award” or “Agreement”) is entered into, by and between the Commonwealth of Kentucky, **Department of Corrections** (“the Commonwealth” or “Customer” or KDOC or DOC”) and **Securus Technologies** (“Contractor” or “Vendor”) as the Prime Vendor.

The initial Contract is effective July 15, 2020 – July 14, 2026.

The Contract may be renewed at the completion of the initial term for **two (2) additional two (2) year periods** upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a Contract modification as described in **Section 40.8**.

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

Securus Technologies shall provide a reliable, cost effective Inmate Telephone System (ITS), Video Visitation System (VVS), a Correctional Grade Tablet Solution (Tablet) and additional technology defined herein, which meets the requirements of RFP 758 19000000181 for the Kentucky Department of Corrections.

## II. Negotiated Items

### 1. Section 50.36(b) IMPLEMENTATION

**Original Language:** Installation of the ITS at all Facilities must be completed within ninety (90) days and VVS and Tablets must be completed within one-hundred and eighty (180) days of the executed contract between the Commonwealth and the selected Vendor. Each individual Facility installation cannot exceed forty-five (45) days for ITS and ninety (90) days for VVS and Tablets.

**Negotiated Language:** The official installation timeline for equipment will begin thirty calendar (30) days after contract execution:

a. KYDOC authorizes Securus to move forward with any installation pre-preparation activities, as long as these activities do not violate the Kentucky COVID-19 State of Emergency, or require an on-site presence.

b. Any installation pre-preparation activities aside, the official installation timeline shall automatically be adjusted in thirty (30) calendar days' increments, while the Kentucky COVID-19 State of Emergency is still in effect. Once the Kentucky COVID-19 State of Emergency officially ceases, there shall be no further automatic delays and the installation timeline, and associated requirements, shall become effective.

c. Any delays due to the COVID-19 Kentucky State of Emergency being in effect shall not count against the full contract term (i.e. the time delayed shall be added onto the contract term as an adjustment through no fault of either party). The vendor shall also not be assessed any penalties for delays due to the COVID-19 Kentucky State of Emergency being in effect. Upon the installation timeline becoming effective, the liquidated damages provision in the contract shall begin to apply to any delays after this effective date and the contract term shall not be extended based upon the installation timeline.

d. As soon as the official installation timeline begins (i.e. installation starts); the vendor will pay the Commonwealth 100% of the Upfront Supplemental Payment within thirty (30) calendar days of this start.

e. If a protest of contract award to the vendor is filed under KRS 45A.285, and such protest is upheld (i.e. the contract award is overturned), the Commonwealth shall return 100% of the Upfront Supplemental Payment to the vendor within thirty (30) calendar days of the protest decision.

### 2. Section 50.24 VIDEO VISITATION SCHEDULING AND REGISTRATION

Securus shall install a mutually agreed upon percentage of VVS units required in the contract at facilities that already have Fiber installed and are **not** on KYDOC's infrastructure.

### 3. GUARDED EXCHANGE (GEX)

#### a. Priority Levels

DOC Targeted Requests will be responded to by GEX within two (2) hours of the time the request is received. GEX will internally assign the request within twenty-four (24) hours. DOC and GEX shall mutually agree on the importance of the request and the timeline to which GEX will provide its findings to DOC.

When intelligence is identified by GEX using the monitoring system, the Service

Level Agreement (SLA) reporting to DOC shall be based on the following Priority Levels:

HIGH: Same Day  
 MEDIUM: Next Business Day  
 LOW: Two Business Days

Refer to **Attachment O** for priority level definitions.

b. Monitoring Balance Modifications

DOC reserves the right at its sole discretion to direct the balance of GEX Monitoring between inmate telephone calls and video visitation sessions. DOC may modify the balance at any time. GEX shall implement the modification within five (5) days of the request and at no cost to DOC.

5. ANNUAL TECHNOLOGY GRANT

Securus shall remit an annual \$90,000.00 Technology Grant to DOC due at the contract anniversary date. DOC reserves the right to request Securus to utilize the \$90,000.00 Technology Grant to purchase a minimum of ten (10) cellphone detection units, on behalf of DOC, and as approved by DOC in advance. The cellphone detection units shall become the property of DOC.

6. CHARGERS

Securus agrees to provide a wall mounted charging unit and/or a stand-alone charging cart at the direction of DOC.

7. LAW LIBRARY

Securus shall provide at no cost to DOC, its law library licensing and any-time accessibility to the law library application on every tablet. The law library should include, but not be limited to, access to KY state statutes, state reporters, index of KY state materials, state and federal court rules, various federal statutes, supreme court reporters, federal appeals court reporters, miscellaneous and other treatises, loose leaf services, legal newspapers, magazines and newsletters, and “how to do it” texts. Securus will provide licensing for Casemaker law library. **Attachment G** is revised to remove the number of law library tablets.

8. RELIGIOUS REQUIREMENTS

Securus will provide all items listed in **Attachment I** at no cost to DOC.

9. SECTION 50.29 j. TABLET INSTALLATION REQUIREMENTS

**Original Language:** KYDOC requires a ~~10%~~ 5% spare inventory of Tablets be stored at each Facility to allow for prompt replacement of a broken or malfunctioning Tablet

**Negotiated Language:** Securus shall ensure each Facility has 10% of spare inventory of tablets at all times to allow DOC to replace any original tablets not functioning properly. Tablet maintenance response time for opening a ticket shall be as follows:

<b>Media Issues</b>	Depending on the issue, response time could range from one (1) to fourteen (14) days. Fourteen (14) days is an extreme.
<b>Spare Inventory Tablet Replenish Timeline</b>	One (1) week upon confirmation of receipt of tablets to be repaired.

10. COMBINED SERVICES ACCOUNT

Securus shall implement an inmate funding application which shall be one account allowing inmates to fund from their trust account and utilize those funds for inmate telephone calls, video visitation sessions and tablet applications. The requirements defined in Section 50.12 shall apply to this account.

#### 11. TECHNICIANS

Securus shall provide five (5) technicians, consisting of four (4) regional technicians in addition to a Lead Technician. DOC shall have the right, at any time, to request/approve/deny any technician associated with the services defined in RFP 758 1900000181 and the Contract.

#### 12. IMPLEMENTATION PLAN

Securus shall provide a detailed implementation plan upon contract signature and additional site surveys.

#### 13. EARBUDS

Securus shall provide an inventory of earbuds and barrel chargers each month to the Roederer Correctional Complex, Kentucky Correctional Institution for Women and Ross Cash to ensure all newly incarcerated inmates receive an initial pair of earbuds and barrel chargers.

Securus shall sell the earbuds and barrel chargers to DOC's commissary vendor to allow inmates to purchase replacement earbuds and barrel chargers. Securus shall ensure the wholesale cost to the commissary provider is not more than \$3.00 for earbuds and \$6.00 for barrel chargers.

#### 14. LANTERN

Securus shall offer the use of its Lantern LMS at no cost to DOC. Securus shall work with Universities specified by DOC in order for inmates to take advantage of second chance Pell grants or other funding sources. Securus shall not be responsible for the cost of any classes and/or courses offered to DOC inmates. DOC or the offering content partner shall be responsible for any additional hardware required for the program.

Securus and DOC shall work to add additional education materials and additional education applications as approved by both parties and directed by DOC.

#### 15. ROLLY KEYBOARDS

Securus shall provide roly keyboards to DOC's commissary provider at cost or added to the commissary menu for inmate purchase. Securus shall work with DOC's commissary vendor on a mutually acceptable price point.

#### 16. OFFICER APPLICATION

Securus and DOC shall work to add additional officer materials and an additional officer application as mutually agreed to by Securus and DOC, and approved and directed by DOC.

#### 17. TABLET CHARGING POWER USAGE

Securus agrees to work with DOC to develop a mutually agreeable method to document historical electrical consumption and costs before deployment of tablets and after deployment.

#### 18. MOVIES

At no cost to DOC or the inmate, all movies supplied by Securus shall have the capability to turn on and off subtitles (Closed Caption) at the discretion of the inmate and without the assistance of DOC or Securus.

#### 19. KIOSKS

KYDOC is not interested in the kiosk features at this time. KYDOC reserves the right to add the kiosk feature at a later date.

20. ATTACHMENT G

Attachment G is updated to reflect accurate tablet counts.

**III. Terms and Conditions**

**SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS**

**30.1 Commonwealth Information Technology Policies and Standards**

The Vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards related to technology use and security.

**30.2 Compliance with Kentucky Information Technology Standards (KITS)**

A. The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and informational needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from MA 758 2000000723:

<http://technology.ky.gov/Governance/Pages/KITS.aspx>

B. The Vendor and any subcontractors shall be required to submit a technology roadmap for any offered solution. Additional roadmaps will be submitted upon request of the Commonwealth. The Roadmap shall include, but is not limited to, planned, scheduled and projected product lifecycle dates and historical release/ patch or maintenance dates for the technology. In addition, any guidance on projected release/revision/patch/maintenance schedules would be preferred.

**30.3 Compliance with Commonwealth Security Standards**

The software deployment and all of Vendor services shall abide by security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

Enterprise Security Policies:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

**Enterprise Policies**

<http://technology.ky.gov/policy/pages/policies.aspx>

**Finance and Administration Cabinet Commonwealth Office of Technology**

**Enterprise IT Policies:**

<http://finance.ky.gov/services/policies/Pages/default.aspx>

**30.4 Compliance with Industry Accepted Reporting Standards Based on Trust Service Principles and Criteria**

The vendor must employ comprehensive risk and threat management controls based on defined industry standards for service organizations such as AICPA TSP section 100,

Trust Services Principles and Criteria. The Vendor must annually assert compliance and engage a third party to examine such assertions and controls to provide a Report, such as AT101 SOC 2 type 2 or equivalent Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy, which contains an opinion on whether the operating controls effectively support the assertions. All such reports, including publicly available reports (i.e. AT 101 SOC 3) shall be made available to the Commonwealth for review.

**30.5 System Vulnerability and Security Assessments**

The Commonwealth reserves the right to conduct an external non-invasive vulnerability and security assessment of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the Commonwealth will communicate any findings to the Vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the Vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the Vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the Vendor to address findings, provided they will acknowledge all costs and provide valid documentation of mitigation strategies in an agreed upon timeframe.

**30.6 Privacy, Confidentiality and Ownership of Information**

The Commonwealth Office of Technology (COT) is the designated owner of all data associated with the ITS, VVS and Tablets and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (ky.gov). The Vendor should provide sufficient security to protect the Commonwealth and KYDOC data in network transit, storage, and cache. **All data, including backups and archives, must be maintained at all times within the contiguous United States. All sensitive data, as defined in Enterprise Standards, must be encrypted in-transit and at rest.**

**30.7 Software Development**

Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth. This is not meant to include minor modifications to the Vendor software to configure the software for Commonwealth use. This is meant to include software written to add functionality to the Vendor product specifically to meet the requirements of the Commonwealth where the Commonwealth bears the entire cost of creating that functionality.

**30.8 Left Blank Intentionally**

**30.9 Software Version Requirements**

All commercially supported and Commonwealth approved software components such as Operating System (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the Vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe

possible, not to exceed three (3) months, unless otherwise negotiated with the Commonwealth.

The Vendor shall keep software in compliance with industry standards to support third party dependencies such as Java, Adobe Flash, Internet Explorer, Mozilla Firefox, etc. at currently supported version, release, and patch levels. In the event that a third party dependency interferes with the solution, the Vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three (3) months, unless otherwise negotiated with the Commonwealth.

30.10 **Section 508 Compliance**

All user interfaces to the solution(s) provided, shall be warranted by the Vendor to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 1.0, conformance level Double-A or greater.

30.11 **No Surreptitious Code Warranty**

The contractor represents and warrants that no copy of licensed Software provided to the Commonwealth contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in the Contract as the "No Surreptitious Code Warranty".

As used in the Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access) for purposes of maintenance or technical support.

As used in the Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the Commonwealth.

The Vendor shall defend the Commonwealth against any claim, and indemnify the Commonwealth against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

30.12 **Applicable Security Control Framework Compliance**

The Vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. These controls must provide sufficient safeguards to provide reasonable protections around the Commonwealth's data to ensure that the confidentiality, integrity, and availability is maintained at an appropriate level. These include but are not limited to:

- *Access Control*  
The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data to a need to know basis and provide clear separation of duties.
- *Awareness and Training*  
The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.
- *Audit and Accountability*  
There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.
- *Configuration Management*  
The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).
- *Contingency Planning*  
The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all Commonwealth data within the continental United States.
- *Identification and Authorization*  
The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*  
The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficiently trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*  
The vendor must employ policy and procedures that ensure all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*  
The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*  
The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- *Personnel Security*  
The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.



- *System and Communications Protections*  
The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

## SECTION 40 – PROCUREMENT REQUIREMENTS

### 40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The Vendor must comply with all applicable statutes, regulations and policies related to this procurement.

### 40.2 Contract Components and Order of Precedence

The Commonwealth’s acceptance of the contractor’s offer in response to the RFP 758 1900000181, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies;
2. Any written Agreement between the Parties;
3. Any Addenda to the RFP 758 1900000181;
4. RFP 758 1900000181 and all attachments;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor’s proposal in response to MA 758 1900000181; and
7. The Contractor’s proposal in response to RFP 758 1900000181.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

### 40.3 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

### 40.4 Contract Provisions

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

### 40.5 Type of Contract

The contract proposed in response to RFP 758 1900000181 shall be a revenue generating agreement for the elements listed in RFP 758 1900000181. RFP 758 1900000181 is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

40.6 **Contract Usage**

As a result of RFP 758 1900000181 the contractual agreement with the selected Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under the Contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

40.7 **Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to the Contract with the consent of the Vendor. Until such time as the Vendor receives a modification, the Vendor shall not accept delivery orders from any agency referencing such items or services.

40.8 **Changes and Modifications to the Contract**

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 **Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 **Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

40.11 **Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 **Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation.

Invoices for payment shall be submitted to the Agency contact person or his representative.

**40.13 Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

**40.14 Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

**40.15 Commonwealth Property**

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

**40.16 Confidentiality of Contract Terms**

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

**40.17 Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- a. Information which the Commonwealth has released in writing from being maintained in confidence;
- b. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

- c. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

40.18 **Advertising Award**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of agency technical contact person.

40.19 **Patent or Copyright Infringement**

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of the Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's option and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under the agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

- a. The combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor.
- b. The modification of such product or part unless such modification was made by the contractor.
- c. The use of such product or part in a manner for which it was not designed.

40.20 **Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under the Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of the Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or licensing may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of the Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

**40.21 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding five-hundred thousand (\$500,000.00) dollars. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

**40.22 Provisions for Termination of the Contract**

Any contract resulting from RFP 758 1900000181 shall be subject to the termination provisions set forth in 200 KAR 5:312.

**40.23 Bankruptcy**

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under the Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

**40.24 Conformance with Commonwealth & Federal Laws/Regulations**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the Contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in **Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.**

**40.25 Accessibility**

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 **Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

40.27 **Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the Contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further represents and warrants that in the performance of the Contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract to voluntarily acquire any ownership interest, direct or indirect, in the Contract prior to the completion of the Contract.

40.28 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this Contract, excepting bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the Contract without liability.

40.29 **Intentionally Left Blank**

40.30 **Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

40.31 **Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

40.32 **Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved

in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 50 – SCOPE OF WORK

### 50.1 **Agencies to Be Served**

This contract shall be for use by the KYDOC. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency. The Office of Procurement Services reserves the right, with the consent of the vendor, to offer the Master Agreement resulting from RFP 758 1900000181 to other state agencies requiring the product(s) or service(s).

### 50.2 **Term of Contract and Renewal Options**

The initial term of the Contract shall be for a period of **six (6) years** from the effective date of the Award of Contract.

The Contract may be renewed at the completion of the initial term for **two (2) additional two (2) year periods** upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a Contract modification as described in **Section 40.8**.

At the end of the Contract, the Vendor shall provide all agency data in a form that can be converted to any subsequent system of KYDOC's choice. The Vendor shall cooperate to this end with the vendor of KYDOC's choice, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

### 50.3 **Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Contract resulting from RFP 758 1900000181 shall remain firm for the contract period subject to the following:

A: **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services.



Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

#### 50.4 **Notices**

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

**Agency Technical Contact**  
**Jeremy B. Shuck**  
**Justice & Public Safety Cabinet**  
**Department of Corrections**  
[JeremyB.Shuck@ky.gov](mailto:JeremyB.Shuck@ky.gov)

**Commonwealth Buyer**  
Kathy Robinson, CPPO, CPPB, KCPM  
Deputy Executive Director  
Finance and Administration Cabinet  
Office of Procurement Services  
[Kathy.robinson@ky.gov](mailto:Kathy.robinson@ky.gov)  
502-564-7544

#### 50.5 **Subcontractors**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

#### 50.6 **Performance Bond**

Pursuant to 200 KAR 5:305, the Contractor shall furnish a performance bond in the form of an Irrevocable Letter of Credit, satisfactory to the Commonwealth in the amount of seven-hundred and fifty thousand (\$750,000.00) dollars as security for the faithful performance of the Contract. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond shall be deemed increased by like amount.

The bond shall be submitted to the Commonwealth Buyer within thirty (30) days of execution of the Contract. Any required amendment to the bond shall be submitted to the Commonwealth Buyer within thirty (30) days of said amendment.

50.7 **Public Pay Telephone Specifications**

- a. KYDOC reserves the right to require Securus to furnish, install and maintain public pay telephone(s). The public telephone(s), if required, shall be furnished, installed and maintained by Securus at no cost to the KYDOC. All reporting due to KYDOC for the public telephone(s) installed by Securus shall follow the requirements specified in **Section 50.10**.
- b. The calling rates for the public pay telephone(s) are specified in Section IV Pricing. Gross Revenue shall include all local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International collect, credit card and coin revenue.

50.8 **Rate Requirements**

- a. Securus must agree to provide the required ITS calling rates, VVS session rates, Tablet transaction rates or other associated applications ("Rates") as specified in **Section IV Pricing**.
- b. Securus shall comply with the Commonwealth of Kentucky's laws and applicable regulations.
- c. Before any new increases or decreases in the Rates are implemented, Securus must submit a written request to receive approval from KYDOC. KYDOC will respond in writing to Securus's request.
  - i. If Securus decreases the Rates without the written approval from KYDOC, Securus shall incur a fine of five-hundred dollars (\$500.00) per day from the date the Rates were reduced through the date the reduction of the Rates is discontinued.
    1. KYDOC shall notify Securus of any reductions in the Rates of which KYDOC becomes aware of and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to KYDOC within thirty (30) days.
  - ii. If Securus increases the Rates without the express written approval of KYDOC, Securus shall incur a fine of five-hundred dollars (\$500.00) per day from the date the Rates were increased through the date the increase of the Rates is discontinued. Securus must also issue refunds to all overcharged end-users or inmates within five (5) business days; a list of the issued credits must be provided to KYDOC as documentation. If Securus is unable to issue refunds and/or provide the required documentation, Securus shall incur a fine of three dollars (\$3.00) for each call, eleven (\$11.00) dollars for each video visitation session and two dollars and fifty cents (\$2.50) for each Tablet transaction Securus was unable to refund to the overcharged end-user(s) or inmate(s). KYDOC shall provide Securus an invoice for which Securus shall remit payment to KYDOC within thirty (30) days.
- d. If agreed by the parties, Securus will implement any adjustments in the Rates requested by KYDOC within ten (10) calendar days of said request, subject to regulatory approval.

- e. Securus shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The calling rates for both Domestic International and International are specified in Section IV Pricing.
- f. Securus shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call or session is accepted or Tablet usage begins, to the time the call or session is terminated by the ITS and VVS or Tablet usage ends by the Tablet system. For calls, sessions or usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the Rates are applied.
- g. KYDOC requires twenty-five (25) minute video visitation sessions with a five (5) minute transition period. Securus shall only charge for the twenty-five (25) minute visit.
- h. During the rating process, Securus shall round the raw calculated call, session or usage amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

#### 50.9 **Reconciliation**

- a. From the effective date of the Contract and for a period of two (2) years after the termination of the Contract, upon ten (10) business day's written notice, KYDOC shall have the right to examine and/or reconcile Securus's information (records, data, payment records) pertaining to any and all services provided under the Contract.
- b. KYDOC requires Securus to maintain accurate, complete and reconcilable records, in electronic format, detailing Gross Revenue for all services provided under the Contract. The records shall include all Call Data Records (CDRs), EMI billing files, miscellaneous fees/charges, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices during the term of the Contract.
- c. KYDOC reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of KYDOC's sole choice.

#### 50.10 **ITS Revenue Share, Payment and Reporting**

- a. KYDOC requires a Minimum Annual Guarantee (MAG) in the amount of three-million five-hundred thousand dollars (\$3,500,000.00). The required MAG shall be payable in equal monthly payments in the amount of two-hundred and ninety-one thousand six-hundred and sixty-six dollars and sixty-six cents (\$291,666.66) due on the twenty-fifth (25<sup>th</sup>) day of the month following the prior traffic month.
  - i. A fine equal to five percent (5%) of the amount due shall be applied if the monthly MAG payment is not received by the twenty-fifth (25<sup>th</sup>) day of each month.
  - ii. KYDOC reserves the right to, at the beginning of each year of the Initial Term, and for any renewal terms, to adjust the MAG amount to account for any increases or decreases in call volume or required calling rates. The beginning of each year shall be defined as 12-months after the effective date of the agreement and thereafter for renewals.
  - iii. KYDOC requires the monthly MAG payment be sent via wire transfer.

- b. Gross Revenue generated by and through the ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus that are in any way connected to the provision of ITS service pursuant to this RFP and the Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill, or any other compensation received by Securus.
- c. Securus shall not reduce total Gross Revenue (as defined above) for any deductions associated with unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Securus expense.
- d. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid accounts) for inmate telephone calls from the Facilities must be approved by KYDOC prior to implementation.
- e. Any charges/fees added to the called party's bill without the express written consent of KYDOC shall incur a fine of five-hundred (\$500.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
  - i. KYDOC shall notify Securus of any unapproved additional fees and/or charges of which KYDOC becomes aware of and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to KYDOC within thirty (30) days.
  - ii. Securus shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

Notwithstanding the foregoing, Gross Revenue does not include the following items:

- f. Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid account with Securus or a third party (i.e. Western Union) to accept calls. The pre-paid collect fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by KYDOC and are subject to the penalty defined above if not approved in advance. The KYDOC approved pre-paid collect fees are specified in **Section IV Pricing**.
- g. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted one-hundred (100%) percent by the billing party to the appropriate governmental agency.
- h. A "Free" call shall be defined as a call not generating any revenue or compensation for Securus. Calls to telephone numbers that appear on the free call list supplied by KYDOC or from inmate telephones approved by KYDOC to process free calls shall not generate revenue or compensation for Securus. Only those numbers designated by KYDOC on the free call list and inmate telephones approved by KYDOC to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Securus receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and KYDOC

and Securus shall mutually agree on the method of compensation associated with the completed free call.

- i. In the event Securus completes unauthorized free calls, Securus shall incur a fine of three dollars and fifteen cents (\$3.15) for each call. KYDOC shall provide Securus with an invoice for the total fine due for the unauthorized free calls, for which Securus shall remit payment to KYDOC within thirty (30) days.
- i. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and a part of Gross Revenue regardless if Securus can bill or collect revenue on the call.
- j. Securus may, upon request from the KYDOC, utilize the onsite commissary, or other KYDOC selected provider, to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Securus is solely responsible for obtaining a resale certificate from the commissary provider. Securus is responsible for obtaining all proper documentation from the commissary provider. Securus's agreement with the commissary provider must address the requirements set forth in this section.
  - i. On the fifth (5<sup>th</sup>) day of the month following the month of traffic, Securus shall submit a monthly invoice and corresponding debit purchase or usage report to KYDOC for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- k. Securus shall provide monthly traffic reports, system platform billing files and miscellaneous fees and charges report for ITS to KYDOC on or before the twenty-fifth (25<sup>th</sup>) day of the month following the traffic month. Securus shall provide raw Call Detail Records (CDRs) to KYDOC on a daily basis.
  - i. KYDOC requires these reports be sent electronically in an exploitable format.
- l. Traffic detail reports, in Comma Separate Values (CSV) format shall include a detailed breakdown of all traffic and should include all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
  - i. Facility Name;
  - ii. Facility Identification Number/Site Identification Number;
  - iii. Automatic Number Identifier;
  - iv. Inmate Telephone Station Port/Identifier;
  - v. Inmate Telephone Location Name;
  - vi. Local Call, Minutes, Gross Revenue (Per Inmate Telephone);
  - vii. Intralata/Intrastate Call, Minutes, Gross Revenue (Per Inmate Telephone);
  - viii. Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
  - ix. Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
  - x. Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);

- xi. International Calls, Minutes Gross Revenue (Per Inmate Telephone);
  - xii. Total Calls, Minutes and Revenue Amount (Per Inmate Telephone); and
  - xiii. Traffic Period and Dates.
- m. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files should include the following fields:
- i. Record ID;
  - ii. Facility Name;
  - iii. Facility ID;
  - iv. From ANI;
  - v. To ANI;
  - vi. Seconds;
  - vii. Revenue Period;
  - viii. Date (yymmdd);
  - ix. Connect Time (hhmmss);
  - x. Billable Time (hhmmss);
  - xi. Multiple Rate Indicator;
  - xii. Personal Identification Number Digits;
  - xiii. Originating City;
  - xiv. Originating State;
  - xv. Bill City;
  - xvi. Bill State;
  - xvii. Rounded Bill Time Indicator;
  - xviii. Bill Number;
  - xix. LATA ID;
  - xx. Settlement Code;
  - xxi. Message Type;
  - xxii. Charge Amount;
  - xxiii. Additional Fees and Line Surcharges;
  - xxiv. Specialized Calling Indicator;
  - xxv. Validation Indicator;
  - xxvi. Tax Exempt Indicator;
  - xxvii. Rate Period; and
  - xxviii. Rate Class.
- n. The raw CDRs shall contain all calls (both attempted and completed) which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which are legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs should include, the following fields:
- i. Facility Name;
  - ii. Facility ID;
  - iii. Agency;
  - iv. From ANI;
  - v. To ANI;

- vi. Batch Number / ID;
  - vii. From City;
  - viii. From State;
  - ix. To City;
  - x. To State;
  - xi. Station ID;
  - xii. Phone Name or Location;
  - xiii. Inmate ID;
  - xiv. Personal Identification Number;
  - xv. Pre-Paid Card ID;
  - xvi. Revenue Period;
  - xvii. Call Start (yymmdd; mmss);
  - xviii. Call End (yymmdd; mmss);
  - xix. Seconds;
  - xx. Call Type (e.g. local, etc.);
  - xxi. Bill Type (e.g. free, collect, etc.);
  - xxii. Cost;
  - xxiii. Tax;
  - xxiv. Validation Result;
  - xxv. Termination Reason;
  - xxvi. LIDB Status; and
  - xxvii. Completion Indicator.
- o. The CDRs shall be stored in a minimum of three (3) locations to avoid any possibility of CDRs being lost.
- p. Miscellaneous charges/fees report shall include a break-down of all charges and fees applied to (without limitation) calls, transactions and accounts from the Facilities including but not limited to; pre-paid funding fee, monthly billing fee, validation fee, etc. regardless of whether the charges/fees were assessed directly by Securus or a third party. Securus shall provide a miscellaneous charges/fees report which should contain, without limitation, the following information for all charges/fees from the Facilities:
- i. Facility ID;
  - ii. Date;
  - iii. From ANI;
  - iv. To ANI;
  - v. Billed ANI;
  - vi. Bill Type;
  - vii. Transaction Type
  - viii. Fee Type; and
  - ix. Fee Amount.
- q. The traffic detail reports, billing files, miscellaneous charges/fees report and/or reports not containing the required fields, received by KYDOC after the twenty-fifth (25<sup>th</sup>) are subject to late charges and/or fines.
- i. Late charges and/or fines for reporting shall be a fee of seven-hundred and fifty (\$750.00) dollars per month for each report not received by the twenty-fifth (25<sup>th</sup>) day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.

- ii. Late charges and/or fines for daily CDR reporting shall be a fee of one-hundred (\$100.00) dollars per day for any daily CDR reports not submitted by the Securus, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, KYDOC will allow the Securus one (1) business day to provide the report(s) or corrected report(s). Should Securus fail to remedy the reporting issues to the satisfaction of KYDOC, KYDOC may impose the daily fine until the issue is resolved by the Securus.
- iii. If reporting is late and/or reports do not contain all required fields, late charges and/or fines for both shall apply.

**50.11 ITS Validation**

- a. Should Securus provide traditional collect calling, Securus will:
  - i. Subscribe to the LEC Line Information Data Base (LIDB). Securus shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Securus must assume all responsibility for the cost and accuracy of validation.
  - ii. The Collect Call Threshold shall be a monthly maximum of fifty (\$50.00) dollars per unique telephone number.

**50.12 ITS Pre-Paid/Debit Application**

- a. The pre-paid and/or debit application shall work with the ITS.
- b. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or inmate account.
- c. At the direction of KYDOC, the debit application shall allow funding by 1) end-user only 2) inmate only or 3) both end-users and inmates at a frequency and denomination approved by KYDOC.
  - i. The debit application shall not allow the inmate to purchase debit if the trust account has a balance of twenty-dollars (\$20.00) or less. The balance of the debit account shall not exceed one-hundred (\$100.00) dollars at any time.
- d. Securus shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities but sufficient to make a one (1) minute call.
- e. Should Securus adjust the calling rates in order to complete a call, Securus shall incur a fine of five dollars (\$5.00) per call completed at the adjusted calling rates. KYDOC shall notify Securus of any unapproved adjustments in the calling rates of which KYDOC becomes aware of and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to KYDOC within thirty (30) days.
- f. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- g. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- h. The pre-paid and/or debit application shall allow international calls.
- i. The debit application shall have the capability to terminate a debit account and issue a real-time refund of any unused funds from the ITS account to the inmate's trust account, at no additional cost, and at the time the inmate is released/transferred from the Facilities.



- j. The ITS shall be capable of interfacing with the current commissary and/or KOMS provider, or any other subsequently implemented commissary and offender management system, for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release or transfer in real-time. The commissary services are provided by Keefe. The KOMS provider is Marquis Software. The KYDOC shall not be responsible for paying any amounts associated with the required interface(s).
- k. Securus shall supply, at KYDOC's request, signage, brochures, flyers regarding the ITS and/or Securus's pre-paid and debit programs at no cost to KYDOC.

#### 50.13 ITS Installation Requirements

- a. All telephone equipment provided shall be fully operational at the time of the initial installation.
- b. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in **Attachment G—Facility Specifications**.
  - i. Securus shall install all new telephone equipment.
  - ii. All telephone equipment shall be powered by the telephone line and not require an additional power source.
  - iii. The telephones must not contain any exterior removable parts.
  - iv. KYDOC requires that all telephone sets include volume control.
- c. Securus shall place placards containing dialing instructions in Braille, English and Spanish next to each telephone. Placards shall be replaced each time an inmate telephone set is replaced. KYDOC reserves the right to require additional languages at any time and at no cost to KYDOC.
- d. Securus shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided at no cost to KYDOC by the Securus upon request.
- e. At no cost to the KYDOC, Securus shall install additional inmate and visitation telephones, monitoring and recording equipment as needed, within thirty (30) days of request. This includes newly constructed or expanded Facilities.
  - i. If the installation of the additional inmate telephones is not completed within thirty (30) days, Securus may incur liquidated damages in the amount of five-hundred dollars (\$500.00) for each day beyond the thirty (30) day installation date until the installation is complete.
  - ii. Should Securus incur liquidated damages, KYDOC will invoice Securus. Payment of the invoice shall be made to KYDOC within thirty (30) days of Securus's receipt of the invoice.
  - iii. Securus shall not incur liquidated damages if the cause of the delay is beyond the Securus's reasonable control as determined by KYDOC.
- f. Upon completion of the initial installation and any ongoing installations, Securus shall provide KYDOC with a list of telephone numbers, equipment specifications and specific location of each device/unit at each Facility.

#### 50.14 ITS and User Application Specifications

- a. KYDOC requires the ITS contain internal security for KYDOC designated users. The system shall require all users to have assigned logins and passwords. User roles shall define the actions available to the user when accessing the ITS. Only users with administrator privileges shall be capable of adding users, assigning

- roles, modifying roles and suspending or deleting users.
- b. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and audio recording of visitation sessions.
  - c. The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
  - d. Securus agrees to install the quantity of telephones required by KYDOC as outlined in **Attachment G – Facility Specifications**.
  - e. Securus shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.9% of the time. KYDOC reserves the right to require Securus to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Securus result in inmate complaints (as validated by KYDOC) for busy signals or unavailable prompts. Such configuration changes shall be completed by Securus at no cost to KYDOC.
  - f. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. KYDOC shall make the determination of whether or not the reception quality is acceptable.
  - g. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation (“positive acceptance”). Voice recognition is not an acceptable method for positive acceptance. Securus’s ITS shall allow for positive acceptance via both touch-tone and rotary dial phones.
  - h. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc.
  - i. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Securus must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
  - j. With each call, the ITS must provide an automated message to advise the called party that:
    - i. The call is coming from a correctional facility;
    - ii. The call is coming from a specific inmate; and
    - iii. The call may be monitored and recorded.
  - k. With each call, the ITS shall clearly identify the type of call being placed to the called party; collect, free, etc. This recording must be free of any charges.
  - l. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. KYDOC requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
  - m. Securus’s ITS shall play the call acceptance information to the called party up to three (3) times before terminating a call. The ITS shall allow the called party to interrupt the prompts by selecting a digit on the keypad.
  - n. The ITS shall process calls on a selective basis using English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. KYDOC reserves the right to request additional languages at any time and at no cost to KYDOC.

- o. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. KYDOC reserves the right to request Securus to modify/revise the recordings at any time during the Contract at no cost to KYDOC and within thirty (30) days of the request.
- p. The ITS shall be capable of restricting calls from an inmate to the specific KYDOC Facility to which the inmate is assigned/located.
- q. Following the dialing sequence, the ITS shall allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
  - i. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- r. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by KYDOC and at no cost to KYDOC and without the assistance of Securus.
- s. The ITS user application shall allow designated KYDOC ITS users to query the CDRs for inmate activities and calling patterns.
- t. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
  - i. Inmate Name (First, Last);
  - ii. Inmate Personal Identification Number;
  - iii. Record Identifier;
  - iv. Date Range (Start Date/Time and End Date/Time);
  - v. Facility;
  - vi. Called Number;
  - vii. Originating Number;
  - viii. Station Port;
  - ix. Station Name;
  - x. Call Type;
  - xi. Bill Type;
  - xii. Duration (minimum and maximum);
  - xiii. Call Amount;
  - xiv. Flagged Calls;
  - xv. Monitored Calls;
  - xvi. Recording Type;
  - xvii. Completion Type;
  - xviii. Termination Type;
  - xix. Validation Result;
  - xx. Pre-Paid Card ID Number;
  - xxi. Phone Group(s);
  - xxii. Visitation Phone(s); and
  - xxiii. Custom Search.
- u. The ITS user application shall allow CDR query results to be exported in a format selected by KYDOC (.csv, PDF, Microsoft Excel 2016 or greater, etc.).
- v. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
  - i. Call Statistics by Date Range;
  - ii. Frequently Called Numbers;
  - iii. Frequently Used Personal Identification Numbers;

- iv. Commonly Called Number;
  - v. Call Detail Report;
  - vi. Gross Revenue Report by Date Range;
  - vii. Facility Totals and Statistics;
  - viii. Called Party/Number Accepting Report;
  - ix. Fraud/Velocity Report;
  - x. Total Calls;
  - xi. Calling List (PAN) Report;
  - xii. Pre-Paid Card Report;
  - xiii. Debit Usage Report;
  - xiv. Debit Balance and Funding Report;
  - xv. Pre-Paid Card Balance Report (if applicable);
  - xvi. Bill and Call Type Distribution;
  - xvii. Phone Usage;
  - xviii. Reverse Look-Up;
  - xix. User Audit Trail; and
  - xx. Voice Verification.
- w. The ITS user application shall allow designated users to export the reports in a format selected by KYDOC (.csv, PDF, Microsoft Excel 2016 or greater, etc.).
- x. The ITS shall have the capability to customize reports in a form mutually agreed upon by KYDOC and Securus.
- y. Securus's ITS user application shall at a minimum allow:
- i. The creation, modification and deactivation of user accounts;
  - ii. The creation, modification and deactivation of inmate accounts;
  - iii. The creation and modification of telephone numbers in the ITS;
  - iv. Assignment of inmates, inmate telephone or a group of inmate telephones;
  - v. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
  - vi. Apply credits or debits to an inmate debit account without the assistance of Securus;
  - vii. Add free numbers into the ITS without the assistance of the Securus;
  - viii. Block/unblock telephone numbers without the assistance of Securus; and,
  - ix. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- z. Securus's ITS shall have the capability to allow KYDOC to create, view and track service tickets associated with the ITS at each of the Facilities.
- aa. Securus shall ensure continuous diagnostics and supervision for call processing and call recording. Securus shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- bb. At no cost to KYDOC, Securus shall interface the ITS with KYDOC's KOMS, or any other subsequently implemented offender management system, to allow for the continuous exchange of information pertaining to any inmate transfers within the Facilities. Securus shall ensure the exchange of information pertaining to inmate movement be seamlessly exchanged between the ITS and KOMS.
- cc. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements

- including, but not limited to, providing telephones which are accessible to: persons in wheelchairs, Telephone Devices for the Deaf (TDD), Video Relay Services, Video Relay Interpreter services, etc.
- i. Securus shall provide the number of TDDs and ports at the Facilities specified in **Attachment G - Facility Specifications**.
  - ii. TDDs should be able to work with any inmate telephone at the Facilities.
  - iii. Securus shall record and monitor TDD calls via the ITS.
  - iv. TDD calls shall not be charged by the Securus.
- dd. At no cost to KYDOC, Securus shall work with KYDOC's assigned ADA Coordinator at each Facility to provide Video Relay Service (VRS) and Video Relay Interpreter (VRI) services. Any cost, including but not limited to the Federal Cost, associated with the VRS and VRI services shall be the responsibility of Securus. Securus shall contract with KYDOC's preferred VRS and VRI provider to ensure complete compliance with **Attachment H - ADA Settlement Agreement**. KYDOC currently utilizes Purple Communications. All VRS and VRI sessions are to be recorded and provided to KYDOC upon request.
- i. Securus shall supply KYDOC with the number of laptops specified in **Attachment G - Facility Specifications** for the purpose of conducting VRS and VRI sessions. The laptops shall each include a 13" screen. All laptops provided by the Securus shall comply with the Commonwealth IT and security standards and shall become the property of KYDOC upon expiration and/or termination of the Contract.
  - ii. Securus shall supply a wireless connection to allow for portability in which to conduct the VRS and VRI services.
- ee. At no cost to KYDOC, Securus shall provide the number of VRS and VRI units detailed in **Attachment G - Facility specifications**. These units shall be dedicated to VRS and VRI services and accessible to the applicable inmates at any time.
- ff. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- gg. KYDOC reserves the right to enter a free number in the ITS as deemed appropriate by KYDOC and without the assistance of Securus. KYDOC may require all calls to attorney/privileged numbers be configured as free.
- hh. Securus shall be able to establish an informant/crime tip line at no cost to KYDOC. Calls to the informant/crime tip line shall be free and shall be routed via the ITS to a destination designated by KYDOC. Calls to the crime tip line shall have the ability to be configured as anonymous and at the direction of KYDOC. Securus shall accept KYDOC's direction for how the informant/crime tip line is configured through the ITS.
- ii. Securus shall work with KYDOC to implement two separate reporting lines for each Facility which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Securus shall:
    - i. Route free calls via the ITS to a destination provided and designated by KYDOC which may be the same as that used for the KYDOC informant/crime tip line;
    - ii. At no cost to KYDOC, provide a telephone line to KYDOC dedicated for PREA calls to which the calls will be routed as free;
    - iii. Have the capability to configure the calls to be anonymous;
    - iv. Have the capability to allow KYDOC to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone

number specified by the KYDOC.

#### 50.15 ITS Security Features

- a. The ITS shall prohibit:
  - i. Direct-dialed calls of any type;
  - ii. Access to a live operator for any type of calls;
  - iii. Access to "411" information services;
  - iv. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
  - v. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- b. The ITS shall prevent call collision or conference calling among telephone stations.
- c. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). KYDOC must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
  - i. At demarcation location;
  - ii. Central control; and
  - iii. By select housing units.
- d. The ITS shall not accept any incoming calls. Securus shall work with the LEC to ensure such control.
  - i. KYDOC reserves the right to temporarily curtail inmate telephone service due to escapes, riots, lockdowns or other incidents. The length of the interruption of services shall be at the sole discretion of the Facility. The Securus shall not be entitled to recover any estimated loss of revenue due to such curtailments or service interruption.
- e. Securus's customer service number shall be displayed on the called party's caller ID each time a call is placed from the Facilities.
- f. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Securus shall adjust the duration of the call to exclude the pre-recorded announcements from the cost of the call.
- g. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- h. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- i. As specified by KYDOC the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- j. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Attachment G —Facility Specifications.**

#### 50.16 ITS Monitoring and Recording Requirements

- a. The ITS shall be capable of monitoring and recording all inmate calls and visitation sessions from any telephone within the Facilities unless there are

restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.

- i. Securus will import private numbers designated as such by KYDOC. With approval and input from KYDOC, Securus shall obtain a listing of attorneys and associated telephone numbers from the Kentucky Bar Association and import the attorney numbers into the ITS as "do not record". Securus shall maintain and update the attorney database on an annual basis and provide written documentation to KYDOC of the annual update.
- b. The ITS shall allow designated users to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- c. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- d. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- e. Live monitoring shall allow KYDOC's designated users to view, at a minimum, the following information in chronological order.
  - i. Call Start Time;
  - ii. Facility;
  - iii. Phone Location Name;
  - iv. Inmate Name;
  - v. Inmate PIN;
  - vi. Called Number;
  - vii. Called City, State;
  - viii. Call Type;
  - ix. Bill Type;
  - x. Call Status;
  - xi. Duration; and
  - xii. Voice Verification.
- f. All CDRs and associated call and visitation recordings shall be stored in three (3) separate locations to prevent loss of data.
- g. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract, including any and all renewal terms and offline for a minimum period of two (2) years following the expiration or termination of the Contract at no cost to KYDOC.
  - i. Securus shall store all CDRs, including all attempted and completed calls and visitation recordings associated with the prior contract for a minimum period of two (2) years following the expiration of the prior contract.
- h. All call recordings and visitation sessions shall be stored online for the life of the Contract, including any and all renewal terms and offline for a minimum period of two (2) years following the expiration or termination of the Contract at no cost to KYDOC.
  - i. Securus shall store all call recordings and visitation sessions associated with the prior contract for a minimum period of two (2) years following the expiration of the prior contract.
- i. Securus shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to KYDOC throughout the life of the Contract and any renewal terms.

- j. Securus shall pay KYDOC liquidated damages in the amount of two-thousand (\$2,000.00) dollars per each instance wherein KYDOC suffers one or more lost, unrecoverable or un-useable recording(s). KYDOC agrees to notify Securus of such instances and provide up to seven (7) days per instance for Securus to produce the call recordings. Securus shall be notified of the total amount due via written notice from KYDOC. KYDOC will invoice Securus and payment shall be due within thirty (30) days of Securus's receipt of invoice.
- k. Securus shall provide the number of workstations listed in **Attachment G – Facility Specifications**. The workstations shall work in real-time with the ITS, for the purposes of monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). All workstations, printers and ink, accessories and software provided by the Securus shall comply with the applicable Enterprise IT Policies and Kentucky Information Technology Standards (KITS), and shall become the property of KYDOC upon expiration or termination of the Contract.
- l. Securus shall provide remote access to the ITS at no cost to KYDOC. The provision of remote access shall allow KYDOC's designated users the same features and functionalities, permitted by the user's level of access, available on a Facility-located, Securus-provided workstation.
- m. For the term of the Contract, KYDOC's designated users shall have access to all CDRs and recordings from all workstations and remote access computers, based on the user's permissions and access level.
- n. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
- o. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- p. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- q. KYDOC prefers that copying/burning process be internal to the ITS user application.
- r. If requested by KYDOC, Securus shall provide on-site storage of all call recordings.

#### 50.17 ITS Security and Analytics

- a. KYDOC requires Securus to provide investigative management and oversight of all data analytical systems in which Securus's personnel shall perform live monitoring and investigative analysis of at least ten (10%) percent of all completed calls made via the ITS and at no cost to KYDOC. KYDOC reserves the right to dictate what calls the live monitoring and investigative analysis shall be performed upon. Within twenty-four (24) to forty-eight (48) hours from request, Securus shall provide KYDOC the results and associated documentation of its analysis in which to assist in investigations.
  - i. Securus shall supply monthly documentation on the tenth (10<sup>th</sup>) of the month following the traffic period displaying the results of the monitoring and investigations of the completed calls. Documentation shall confirm that at least ten percent (10%) of all completed calls were



- monitored and investigated.
- b. KYDOC requires the ITS include a word search/word recognition feature which identifies and flags certain words and/or phrases within the recorded calls, visitation sessions and voice mail messages (if applicable) at no cost to KYDOC.
  - c. KYDOC requires the ITS to include an integrated analytic application that allows designated users to identify specific calling and event activity between two inmates within the ITS and at no cost to KYDOC.
  - d. KYDOC requires the ITS to include an integrated analytic data application which identifies and analyzes certain activities from sources of data inclusive of, but not limited to, the ITS, pre-paid collect accounts, cell phones calling records, electronic messages, voicemails (if applicable) and etc.
  - e. KYDOC requires the ITS include accurate reverse lookup technology for called numbers at no cost to KYDOC, including the information retained by the Securus for the called party's pre-paid collect account. This feature must be an integrated part of the ITS and provide the called party's name and address whether associated with a cell phone and/or a land-line telephone number.
  - f. KYDOC requires the ITS include continuous verification voice biometric technology. As specified in **Attachment G – Facility Specifications**, Securus shall ensure each Facility has at least one (1) inmate telephone installed at each Facility specifically designated as the voice biometric enrollment phone. This feature must be an integrated part of the ITS and must include analytical tools and reporting.
  - g. KYDOC is interested in implementing cell phone detection technology and the collection and analysis of the data discovered on any cellphones detected and confiscated.

#### 50.18 **Personal Allowable Numbers (PAN) Application**

- a. KYDOC does not currently use Personal Allowed Numbers (PAN) associated with each PIN. KYDOC reserves the right to implement the use of PANs at any time during the Contract. If applicable, the ITS shall be capable of the following:
  - i. Store a list of PANs associated with each PIN.
  - ii. PANs shall allow a set quantity of approved telephone numbers for each PIN.
  - iii. The quantity of approved telephone numbers within a PAN shall be configurable.
  - iv. Capable of configuring the number of approved telephone numbers within a PAN by PIN.
  - v. Document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).
  - vi. Store the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to inmate.
  - vii. The ITS shall be capable of auto-enrolling PANs to avoid manual entry.
  - viii. The ITS shall accommodate a specific timeframe (e.g. quarterly, monthly, every one-hundred and twenty (120) days, etc.) for allowing PAN updates/changes.

#### 50.19 **Federal Communications Commission (FCC)**

- a. Should a material change in the rules or policies of the FCC or other regulatory body applicable to ITS occur following the execution of the Contract, which change affects (a) the ITS rates permitted to be charged by the Securus to inmates and end-users under the Contract; (b) the right for KYDOC to recover its ITS costs; or (c) the ability for Securus to pay KYDOC a revenue share (including but not limited to the Minimum Annual Guarantee), fees or other ITS cost recovery mechanisms, then, at KYDOC's request, Securus and KYDOC will negotiate in good faith an amendment to the Contract, in accordance with **Section 40.8** of this RFP, reasonably acceptable to KYDOC that enables KYDOC to fully recover its ITS costs in a manner compliant with the change in the FCC's (or other regulatory body's) ITS rules or policies. If Securus and KYDOC are unable to mutually agree on such a Contract amendment within thirty (30) days of the KYDOC's request, then KYDOC may terminate the Contract, in part, and at its sole discretion and without penalty or liability to KYDOC, and KYDOC may select another ITS provider.

#### 50.20 **VVS Revenue Share, Payment, and Reporting**

- a. Gross Revenue generated by and through the VVS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus that are in any way connected to the provision of VVS services pursuant to this RFP. Gross VVS Revenue includes, by way of example and not limitation, all the following: all per minute fees, per session fees and any additional fees and/or charges generated by the completion of all remote video visitation sessions, additional fees and/or charges added to the total cost of a visitation session or added to the end-user's bill or any other compensation received by Securus.
- b. Securus shall absorb all costs of providing video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.
- c. If Securus receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and an end-user, such revenue shall be included in Gross Revenue and a revenue share shall be payable to KYDOC.
- d. Any additional fees to be charged to the inmate or end-user for video visitations sessions from the Facilities must be approved by KYDOC prior to implementation. KYDOC and Securus shall mutually agree on the method for compensation associated with the additional charges/fees due to KYDOC.
- e. Any changes to the amount(s) charged to the inmate or end-user for video visitations sessions from the Facilities, whether charges are assessed by minute or by session, must be approved by KYDOC prior to implementation. KYDOC and Securus shall mutually agree on the method for compensation associated with the additional charges/fees due to KYDOC.
  - i. Any changes in amounts charged or additional fees added to the amount that an end-user pays to either schedule or conduct a video visitation session without the express written consent of KYDOC shall incur a fine of three-hundred and fifty (\$350.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.

- ii. KYDOC shall notify Securus of any unapproved additional fees and/or charges of which KYDOC becomes aware of and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to KYDOC within thirty (30) days.
  - iii. Should KYDOC and Securus mutually agree that the charges/fees are to be discontinued, Securus shall refund each end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
  - iv. Should KYDOC and Securus mutually agree that the charges/fees will remain, KYDOC and Securus shall mutually agree on a method for a financial concession.
- f. A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the end-user and/or a session is scheduled. All remote video visitation sessions, except those that are designated as "free" by KYDOC, shall be charged.
- i. A "Free" video visitation session shall be defined as a video visitation session not generating any revenue or compensation for the Securus. Visits that appear on the free visit list supplied by KYDOC, shall not generate revenue or compensation for Securus. Only those visits designated by KYDOC on the free visit list shall be marked as "free" in the VVS and designated as such in the video visitation records. In the event Securus receives revenue or compensation, notwithstanding the source, from any third party related to a completed free video visitation session, such revenue shall be included in Gross Revenue and KYDOC and Securus shall mutually agree on the method of compensation associated with the completed free visit.
  - ii. In the event Securus completes an unauthorized free video visitation session, Securus shall incur a fine of five dollars (\$5.00) for each visit. KYDOC shall provide Securus with an invoice for the total fine due for the unauthorized free visits, for which Securus shall remit payment to KYDOC within thirty (30) days.
- g. Reports and revenue share payments for VVS are due to KYDOC on or before the twenty-fifth (25<sup>th</sup>) day of the month following the activity/session month.
- h. Securus shall provide monthly video visitation detail reports, in CSV format, which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to:
- i. Facility Name;
  - ii. Facility Identification Number/Site Identification Number;
  - iii. VVS Station Identifier;
  - iv. VVS Station Location Name;
  - v. Onsite Video Visitation Sessions, Minutes, Gross Revenue, if applicable) and Revenue Share (Per VVS Station);
  - vi. Free Video Visitation Sessions, Minutes, Gross Revenue, if applicable, and Revenue Share (Per VVS Station);
  - vii. Facility to Facility Video Visitation Sessions, Minutes, Gross Revenue and Revenue Share (Per VVS Station);
  - viii. Remote Video Visitation Sessions, Minutes, Gross Revenue and Revenue Share (Per VVS Station);
  - ix. Total Video Visitation Sessions, Minutes, Gross Revenue and Revenue Share (Per Station); and
  - x. Traffic Period.

- i. Revenue share payments, video visitation detail reports, or reports not containing the required fields, received by KYDOC after the date specified above are subject to late charges and/or fines:
  - i. Late charges and/or fines for revenue share payments shall be equal to five percent (5%) per month of the VVS revenue share due;
  - ii. Late charges and/or fines for reporting shall be a fee of three-hundred and fifty (\$350.00) dollars per month for each report not received by the twenty-fifth (25<sup>th</sup>) day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above; and
  - iii. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

#### 50.21 **Payments for Video Visitation Sessions**

- a. Securus shall refund all visitation charges if a visitation session is dropped due to a Securus related issue.
- b. Securus shall provide an itemized receipt for all transactions and charges associated with charged video visitation sessions.

#### 50.22 **VVS Installation Requirements**

- a. Video visitation stations shall not be configured to reside, use or compromise KYDOC's network or security. The VVS shall be installed on a Securus-provided network with proper security and firewall rules in place to ensure no interference with KYDOC's network.
- b. Securus shall be responsible for providing and installing tamper-resistant and durable video visitation stations suitable for a correctional environment.
- c. The video visitation stations shall not include any removable parts.
- d. The video visitations stations shall be mounted in a manner that complies with all PREA requirements.
- e. All video visitation stations shall include volume control.
- f. Securus shall be responsible for installing all new wiring, cabling and network circuits at no cost to KYDOC to support the VVS.
- g. Upon installation of the VVS, Securus will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
- h. The VVS must provide high-quality, stereo audio and video while meeting the industry quality standards.
- i. Upon completion of the initial installation and any ongoing installations, Securus shall provide KYDOC with a list of inmate and visitor video visitation units, specifications, and location of each unit.

#### 50.23 **VVS Specifications and User Application**

- a. KYDOC will shall provide onsite, site-to-site, and remote video visitation sessions to the inmates and general public. All visits will be in accordance with the rules and regulations set forth by KYDOC.
- b. VVS shall include the installation of the number of video visitation units as described in **Attachment G – Facility Specifications**.

- c. The VVS shall consist of hardware, firmware and software designed to enable KYDOC to control, record, retrieve and monitor video visitation sessions.
- d. The VVS shall provide all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
- e. Securus shall provide KYDOC with one (1) monitoring workstations for each Facility, working real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a DVD burner, 42-inch flat screen monitor, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
- f. The VVS shall have the capability to establish an approved visitor list by inmate and by Facility.
- g. KYDOC requires the VVS to complete onsite video visitation sessions at no cost to the general public or inmate.
- h. Securus shall provide internet testing capability to remote video visitors.
- i. The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
- j. The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate, per week or month.
- k. Securus must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow KYDOC the same features and functionalities, permitted by the user's level of access, available on the control workstation.

#### 50.24 **VVS Scheduling and Registration**

At any time during the contract term, DOC reserves the right to request the implementation of the video visitation-scheduling feature by the inmate at no cost to DOC. Securus shall not implement video visitation scheduling by the inmate without prior written approval from DOC. Regular video visitation scheduling by friends and family will be implemented.

- a. VVS must have the capability to allow for the general public to access the VVS via a web based software application to register, schedule, make payment for, conduct or cancel remote video visitation sessions.
- b. VVS shall have a web-based scheduling application allowing visitors (public and professional) for scheduling visits using a standard internet browser and internet connection.
- c. VVS shall be capable of allowing a visitor to login using their unique visitor ID or their email address and password.
- d. The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with each KYDOC Facilities' visitation policies as part of the registration and scheduling process.
- e. The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
  - i. Identification number;
  - ii. Name;
  - iii. Date of birth;
  - iv. Social security number;
  - v. Gender;
  - vi. Ethnicity;

- vii. Driver's license number;
  - viii. Inmate visited;
  - ix. Relationship to inmate;
  - x. Date of last visit;
  - xi. Home address (physical address); and
  - xii. Telephone number.
- f. VVS shall have the capability of allowing KYDOC to create the following restrictions with customizable durations:
- i. Restrict a visitor from visiting certain inmate(s);
  - ii. Restrict an inmate from visiting ALL visitors;
  - iii. Restrict a visitor from visiting ALL inmates; and
  - iv. Restrict an inmate from having remote video visits (onsite video visits only);
- g. The VVS shall have the capability to:
- i. Allow KYDOC staff to manually schedule a visit on behalf of an inmate and/or visitor;
  - ii. Allow public to schedule and/or register a visit in either English or Spanish.
- h. The VVS shall allow KYDOC to designate a visitor as being an attorney (or other professional) type of visitor.
- i. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall have the capability to automatically cancel all visits associated with an inmate if the inmate gets released.
- j. The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit. VVS shall be capable of sending an automated phone message to the general public if a visit is cancelled.

#### 50.25 VVS Reporting and Tracking

- a. The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
- i. Inmate ID number;
  - ii. Inmate name;
  - iii. Visitor name;
  - iv. Date and time of visit;
  - v. Inmate video visitation station; and
  - vi. Daily, weekly and monthly visit statistics.
- b. Securus's VVS shall provide the capability to export the reports in a mutually agreed upon format.
- c. The reports shall be available to KYDOC from all control workstations and remote access computers depending on the user's access level.

#### 50.26 VVS Interface and Storage

- a. The VVS will need to interface with KOMS, commissary and/or ITS at no cost to KYDOC. KYDOC will not be responsible for paying any amount(s) associated with the required interface(s).
- b. KYDOC requires the retention of video visitation sessions online for ninety (90) days.
- c. The VVS must comprehensively record all audio and video visitation sessions. At a minimum, it shall have the capability to play back a recorded session.
- d. The VVS must be capable of copying the recorded sessions to a DVD or

other storage media.

#### 50.27 **VVS Monitoring and Recording Requirements**

- a. The VVS must permit KYDOC to fully record and monitor all video visitation sessions from any video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- b. The VVS shall automatically start each video visit at the designated start time.
- c. Live monitoring shall allow KYDOC's designated users to view, at a minimum, the following information in chronological order.
  - i. Visit Start Time;
  - ii. Facility;
  - iii. Station Location Name;
  - iv. Inmate Name;
  - v. Inmate PIN;
  - vi. Visiting Party Name; and
  - vii. Duration.
- d. The VVS shall have the capability to allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded.
- e. The VVS shall be capable of allowing authorized users to download a recorded file(s) and/or view recordings from within the VVS application.
- f. The VVS shall have an audit trail and the capability to track users who have viewed and/or downloaded the recorded files(s).
- g. The VVS must allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.

#### 50.28 **Tablet Revenue Share, Payment, and Reporting**

- a. Gross Revenue generated by and through the Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus and in any way connected to the provision of Tablets pursuant to this RFP. Gross Revenue includes, by way of example and not limitation, all the following: all per minute fees, application charges, equipment costs, and any additional fees and/or charges generated by the accessibility of Tablets and all associated additional fees and/or charges added to the inmate or end-user or any other compensation received by Securus.
- b. Securus shall absorb all costs to provide Tablets including the provision of the necessary devices, hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
- c. If Securus receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Securus shall pay KYDOC a revenue share.
- d. Any additional fees to be charged to the inmate or end-user for the use of Tablets or Tablet applications at the Facilities must be approved by KYDOC prior to implementation. KYDOC and Securus shall mutually agree on the method of revenue share associated with the additional charges/fees due to KYDOC.
- e. Any changes to the amount(s) charged to the inmate or end-user for the use of Tablets or Tablet applications at the Facilities must be approved by KYDOC prior

- to implementation. KYDOC and Securus shall mutually agree on the method of revenue share associated with the additional charges/fees due to KYDOC.
- i. Any changes in amounts charged or additional fees added to the amount that an end-user or inmate pays for use of the Tablets or Tablet applications without the express written consent of KYDOC shall incur a fine of three-hundred and fifty (\$350.00) dollars per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
  - ii. KYDOC shall notify Securus of any unapproved additional fees and/or charges of which KYDOC becomes aware of and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to KYDOC within thirty (30) days.
  - iii. Should KYDOC and Securus mutually agree that the charges/fees are to be discontinued, Securus shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
  - iv. Should KYDOC and Securus mutually agree that the charges/fees will remain, KYDOC and Securus shall mutually agree on a method of revenue share.
- f. Inmate Tablets provided by Securus shall be configured to provide certain “free” services to the inmate population at no charge. Such “free” services shall include:
- i. Clock;
  - ii. Calendar;
  - iii. Dictionary and thesaurus (with eReader and bookmark capability);
  - iv. Calculator;
  - v. Holy Bible, Koran, and other religious materials (with eReader and bookmark capability);
  - vi. Free games (e.x. solitaire and mahjong);
  - vii. Project Gutenberg E-books (with eReader and bookmark capability);
  - viii. PDF documents required by KYDOC;
  - ix. PDF viewer;
  - x. Electronic submission of inmate requests;
  - xi. Electronic commissary purchases;
  - xii. Debit purchases;
  - xiii. Trust/commissary/debit account look-up (if applicable);
  - xiv. Inmate handbook;
  - xv. Grievances or sick call submissions;
  - xvi. Inmate notices/bulletins; and
  - xvii. Court date/release date information.
- g. Payments and reports for Tablets are due to KYDOC on or before the twenty-fifth (25<sup>th</sup>) day of the month following the month of activity.
- h. Securus shall provide monthly Tablet detail reports, in CSV format, which shall include a detailed breakdown of the activity for all Tablets, including (if applicable) but not limited to:
- i. Facility Name;
  - ii. Facility Identification Number/Site Identification Number;
  - iii. Tablet Identifier;
  - iv. Tablet Location Name;
  - v. Number of Incoming and Outgoing Electronic Messages (if applicable), Gross Revenue and Revenue Share (Per Facility);



- vi. Number of Incoming and Outgoing Electronic Messages (if applicable), Gross Revenue and Revenue Share (Per Tablet);
  - vii. Total Number of Electronic Messages, Gross Revenue and Revenue Share;
  - viii. Number of Incoming and Outgoing Electronic Video Messages (if applicable), Gross Revenue and Revenue Share (Per Facility);
  - ix. Number of Incoming and Outgoing Electronic Video Messages (if applicable), Gross Revenue and Revenue Share (Per Tablet);
  - x. Total Number of Electronic Video Messages, Gross Revenue and Revenue Share;
  - xi. Number of Monthly Media Transactions (Per Tablet);
  - xii. Total Number of Monthly Media Transactions;
  - xiii. Total Gross Revenue Amount;
  - xiv. Total Revenue Share Amount; and
  - xv. Usage Period and Dates.
- i. Revenue share payments, usage detail reports, or reports not containing the required fields, received by KYDOC after the date specified above are subject to late charges and/or fines:
- i. Late charges and/or fines for revenue share payments shall be equal to five (5%) percent per month of the Tablet revenue share due;
  - ii. Late charges and/or fines for reporting shall be a fee of seven-hundred and fifty (\$750.00) dollars per month for each report not received by the twenty-fifth (25<sup>th</sup>) day of the month following the activity month or for each report that does not contain all of the fields and information identified above; and
  - iii. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

#### 50.29 **Tablet Installation Requirements**

- a. Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant, and be enclosed in a durable, sealed case.
- b. The Tablets shall not utilize external speakers. Securus shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention. KYDOC requires earbud length to be no more than four (4) feet and made of breakaway material.
- c. Securus shall provide an inventory of earbuds each month to the Roederer Correctional Complex Facility to ensure all newly incarcerated inmates receive an initial pair of earbuds.
- d. Securus shall sell the earbuds to KYDOC's commissary Securus to allow inmates to purchase replacement earbuds. Securus shall ensure the wholesale cost to the commissary provider is not more than \$3.00.
- e. Securus shall provide at no cost to KYDOC headsets specifically designed for hearing impaired inmates.
- f. The Tablets shall be capable of restricting inmate usage to the specific KYDOC Facility and/or housing unit to which the inmate is assigned.
- g. Securus shall provide informational flyers/posters in both English, Spanish and Braille, outlining all Tablet services/offerings, and the cost of those services, to post at KYDOC's Facilities at no cost to KYDOC.
- h. Prior to the initial implementation, and all times during the term of the Contract, KYDOC reserves the right to review and approve the list of any and all applications accessible via the Tablets.

- i. Securus shall prohibit access to games that include the “multi-player” or “virtual opponent” functionality.
- j. Securus shall ensure each Facility has 10% of spare inventory of tablets at all times to allow DOC to replace any original tablets not functioning properly. Tablet maintenance response time for opening a ticket shall be as follows:

<b>Media Issues</b>	Depending on the issue, response time could range from one (1) to fourteen (14) days. Fourteen (14) days is an extreme.
<b>Spare Inventory Tablet Replenish Timeline</b>	One (1) week upon confirmation of receipt of tablets to be repaired.

Securus shall supply KYDOC with the proper packaging and pre-paid shipping labels to allow KYDOC to ship any broken or malfunctioning Tablets to Securus for repair or replacement. KYDOC shall not be responsible for any costs associated with replacing the Tablets, including but not limited to, packaging, shipping, insurance.

- k. Upon completion of the initial installation and any ongoing installations, Securus shall provide KYDOC with a list of Tablets, charging stations, equipment specifications, and locations of each device.
- l. KYDOC requires both wall-mounted and mobile charging stations. KYDOC shall not be responsible for providing power to charge the Tablets. The required number of charging stations are specified in **Attachment G – Facility Specifications**.

#### 50.30 Tablet Specifications and User Application

- a. As approved by the KYDOC, Securus shall provide and allow access to the Tablet user application via the Tablets to stream/play games, music, e-books, movies, electronic messaging, news feed, AM/FM radio, electronic video messaging, facility and informational documents, inmate educational content, inmate grievances, sick call, commissary purchases, inmate services, debit purchases, trust/commissary/debit account lookup, inmate handbook, inmate notices/bulletins, law library, etc. which shall all be housed on the Tablet system. Electronic messaging and electronic video messaging are not required under the initial implementation but may be required at a later time and within the term of the Contract.
- b. Should KYDOC require electronic messaging and/or electronic video messaging, the Tablets shall be capable of limiting the provision of these applications at certain times of the day/week/month.
- c. At no cost to KYDOC, Securus shall provide one (1) Tablet to every one (1) inmate. The Tablet solution shall include the installation of the number of Tablets described in **Attachment G – Facility Specifications**. KYDOC reserves the right to request additional Tablets during the term of the Contract and at no cost to KYDOC.
- d. Tablets shall be provided at no cost to KYDOC and pre-loaded with KYDOC approved applications.
- e. Tablets shall include:
  - a. A shatter-proof, correctional-grade case preventing inmates from accessing interior components;
  - b. 8” or larger touch screen with high-definition resolution;
  - c. Memory of 24Gb to 48Gb or more;
  - d. Audio in/out jack;
  - e. Charging power port; and
  - f. On/Off and volume buttons.

- f. Inmates shall not have access to the settings feature, factory reset, web browser, external applications or be allowed to tether.
- g. Tablets shall be configured to only allow inmates access to stream the services and applications approved by KYDOC. Additional applications shall be mutually agreed upon by KYDOC and Securus. Tablets must communicate with preapproved applications and servers only.
  - i. Any additional application(s) implemented without KYDOC's express written consent, which are accessible via Tablets, shall result in Securus incurring liquidated damages in the amount of five-hundred (\$500.00) dollars per day per application, from the date the additional application(s) were first implemented through the date the unapproved additional application(s) is discontinued.
  - ii. In the event an inmate(s) gains access to external applications, Securus shall incur liquidated damages in the amount of five-hundred (\$500.00) dollars per inmate per instance of access to external applications.
  - iii. Should Securus incur liquidated damages, KYDOC shall invoice Securus. Payment of any invoice for liquidated damages shall be received by KYDOC or its Designated Agent within thirty (30) days of Securus's receipt of invoice.
- h. Securus's user application for the Tablets shall have the capability to disable and/or shut off services to a single Tablet or group of Tablets based on the user level and password, and not interrupt other Tablets.
- i. At no cost to KYDOC or the inmates, Securus shall provide educational programs and materials on all Tablets for any-time accessibility by the inmates. The educational programs and materials shall include but are not limited to:
  - i. Life skills;
  - ii. Cognitive behavior (ex. Anger management, substance abuse, and employment);
  - iii. Educational materials to support KYDOC's:
    - 1. Basic literacy efforts;
    - 2. Basic education efforts; and
    - 3. Vocational technical efforts.
  - iv. High school GED prep courses;
  - v. HiSet and TASC exams; and
  - vi. Interactive exercises which match common core standards in math, science, history, English language, and economics.
- j. At no cost to KYDOC or the inmates, Securus shall provide, in PDF format and with eReader and bookmark capability, the religious texts outlined in **Attachment I- Religious Texts** on all KYDOC tablets for any-time accessibility by the inmates.
- k. Securus's user application for the Tablet solution shall provide the capability to export reports in a format mutually agreed upon by KYDOC and Securus.
- l. The reports shall be available to KYDOC from all control workstations and remote access computers depending on the user's access level.
- m. Securus shall provide remote access to the Tablet system at no cost to KYDOC for the purpose of administering, monitoring, restricting, overseeing and reviewing transactions and activities associated with the applications and services offered. The provision of remote access shall allow KYDOC's designated users the same features and functionalities, permitted by the user's level of access, available on a Facility-located, workstation.
- n. At no cost to KYDOC, in addition to the 1:1 required Tablet ratio, Securus shall provide each Facility with the number of Tablets specified in **Attachment G –**

**Facility Specification** which shall only contain the Securus's law library application.

- i. Securus shall provide at no cost to KYDOC its law library licensing and any-time accessibility on the Tablets. The law library should include, but not be limited to, access to KY state statutes, state reporters, index of KY state materials, state and federal court rules, various federal statutes, supreme court reporters, federal appeals court reporters, miscellaneous and other treaties, loose leaf services, legal newspapers, magazines and newsletters, and "how to do it" texts.
- o. The Tablets shall have the capability to record all activity of the user in an auditable format.
- p. Securus's Tablet system shall have the capability to alert KYDOC administration of specific activity on pre-set criteria in Securus's user application.
- q. The user application shall have the capability for KYDOC to view all stored inmate IDs for the Tablets as well as the capability to reset an individual account.
- r. The Tablets must provide specific information for tracking inmate activities and patterns by, at a minimum, the following criteria:
  - vii. Inmate ID and name;
  - viii. Sender name;
  - ix. Facility and housing location;
  - x. Date and time of usage;
  - xi. Detailed transaction activity;
  - xii. Tablet identifier; and
  - xiii. Daily, weekly and monthly usage statistics.
- s. Securus's user application shall provide the capability to customize reports in a format mutually agreed upon by KYDOC and Securus at no cost.

#### 50.31 **Tablet Interface and Storage**

- a. Tablets shall interface with KYDOC's KOMS, commissary, ITS, and/or VVS, allowing inmates to access inmate Tablet services utilizing their existing unique inmate PIN at no cost to KYDOC. KYDOC will not be responsible for paying any amount(s) associated with the required interface(s).
- b. The required interface shall allow Tablets to deliver inmate requests, grievances and/or sick call requests to KOMS upon completion/submission by inmate.
- c. KYDOC requires the retention of Tablet usage online for the life of the Contract and offline for two (2) years after the termination of the Contract.

#### 50.32 **Additional Services Revenue Share, Payment, and Reporting**

- a. KYDOC reserves the right to implement additional services within the scope of this RFP for the ITS, VVS and Tablets at any time. Additional services shall not be implemented without prior written approval by KYDOC and shall be in accordance with **Section 40.8** of this RFP.
- b. Gross Revenue for additional services consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus that are in any way connected to the provision of additional services contracted by the KYDOC pursuant to this RFP. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees, per unit fees, and any additional fees and/or charges generated by all

- completed inmate services and associated transactions including, but not limited to, incoming and outgoing electronic messages, incoming and outgoing electronic video messages, incoming and outgoing voice messages.
- c. KYDOC and Securus shall agree on the revenue share and method of reporting for all additional services, including format and report(s) content.
  - d. Due dates for revenue share payments and reports for additional services shall be the twenty-fifth (25<sup>th</sup>) day of the month following the activity/usage month.
  - e. Revenue share payments, usage detail reports, or reports not containing the agreed upon fields, or received by KYDOC after the date specified are subject to late charges and/or fines.
    - i. Late charges and/or fines for revenue share payments shall be equal to five (5%) percent per month of the additional services revenue share due.
    - ii. Late charges and/or fines for reporting shall be a fee of three-hundred and fifty (\$350.00) dollars per month for each report not received by the twenty-fifth (25<sup>th</sup>) day of the month following the activity/session month or for each report that does not contain all of the fields and information identified above.
    - iii. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

#### 50.33 End-User Payment Options

- a. Securus shall implement the fee amounts (including those from third parties) associated with the payment options (e.g. transaction fees live operator, transaction fees IVR or web, etc.) specified in Section IV Pricing.
- b. Securus shall provide KYDOC with the capability to search, query, and export end-user pre-paid account information in a single or bulk format for investigative purposes to the extent Securus is legally allowed to provide certain information. KYDOC shall also be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, visitation sessions, transactions, method of payment, inmates from which calls and visitations are accepted, the number of completed calls, visitation sessions and Tablet usage with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
- c. KYDOC requires that Securus issue refunds to end-users for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active, inactive or dormant. Should an account be deactivated by Securus and the end-user requests to reactivate the account, the funds shall be made available to the end-user by Securus. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account. Securus shall not retain any monies, not refunded in the manner specified, and shall remit such monies in accordance with Kentucky's unclaimed property laws.

#### 50.34 Securus Retention of End-User Account Information

- a. For the purpose of aiding in investigations, Securus must retain ITS, VVS and Tablet account information pertaining to an inmate and end-user's pre-paid account, debit account, trust account, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number and the inmate name and PIN. The KYDOC shall have access

to such account information upon request, to the extent permissible by law.

#### 50.35 Securus Costs and Taxes and Fees on Services

- a. It is expressly understood that KYDOC is not responsible in any way, manner or form for any of Securus's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all of Securus's services.
- b. Securus agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Services include, but are not limited to, any and all taxes as applicable for the following services:
  - i. ITS services such as collect, debit, pre-paid, voice mail services, and any other calls;
  - ii. VVS services such as onsite and remote visitation sessions; and
  - iii. Tablet applications, electronic messages, electronic video messages, media, voice mail services or any other services provided.

#### 50.36 Implementation

- a. Due to the number of Facilities and their geographical separation, KYDOC will allow a phased-in implementation of the selected Securus's ITS, VVS and Tablets.
- b. The official installation timeline for equipment will begin thirty calendar (30) days after contract execution:

KYDOC authorizes Securus to move forward with any installation pre-preparation activities, as long as these activities do not violate the Kentucky COVID-19 State of Emergency, or require an on-site presence.

  - i. Any installation pre-preparation activities aside, the official installation timeline shall automatically be adjusted in thirty (30) calendar days increments, while the Kentucky COVID-19 State of Emergency is still in effect. Once the Kentucky COVID-19 State of Emergency officially ceases, there shall be no further automatic delays and the installation timeline, and associated requirements, shall become effective.
  - ii. Any delays due to the COVID-19 Kentucky State of Emergency being in effect shall not count against the full contract term (i.e. the time delayed shall be added onto the contract term as an adjustment through no fault of either party). The Securus shall also not be assessed any penalties for delays due to the COVID-19 Kentucky State of Emergency being in effect. Upon the installation timeline becoming effective, the liquidated damages provision in the contract shall begin to apply to any delays after this effective date and the contract term shall not be extended based upon the installation timeline.
  - iii. As soon as the official installation timeline begins (i.e. installation starts), the Securus will pay the Commonwealth 100% of the Upfront Supplemental Payment within thirty (30) calendar days of this start.
  - iv. If a protest of contract award to the Securus is filed under KRS 45A.285, and such protest is upheld (i.e. the contract award is overturned), the Commonwealth shall return 100% of the Upfront Supplemental Payment to the Securus within thirty (30) calendar days of the protest decision.

- c. Securus shall formulate a final detailed implementation plan for all Facilities. This plan will become a part of the Contract and must be followed.
  - i. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Securus may incur liquidated damages in the amount of five-hundred dollars (\$500.00) for each day beyond the installation date until the installation is complete. However, Securus shall not incur liquidated damages if the cause of the delay is beyond Securus's reasonable control as determined by KYDOC.
  - ii. Should Securus incur liquidated damages, KYDOC will invoice Securus. Payment of the invoice shall be made to KYDOC within thirty (30) days of Securus's receipt of the invoice.

#### 50.37 Transition

- a. Upon expiration, termination, or cancellation of the Contract, Securus shall accept the direction of KYDOC to ensure the ITS, VVS and Tablets services are smoothly transitioned. At a minimum, the following shall apply:
  - i. Securus acknowledges that the CDRs, call, visitation, video recordings, documentation, reports, data and transaction activity contained in the ITS, VVS and Tablet systems are the property of KYDOC. KYDOC acknowledges the ITS, VVS and Tablet hardware and software are the property of Securus.
  - ii. The CDRs, call, visitation, video recordings, documentation, reports, data and transaction activity for each Facility shall be provided to KYDOC by Securus on a storage medium acceptable to KYDOC and in a user-friendly, searchable and electronic format at no cost to KYDOC within fifteen (15) days following the expiration and/or cancellation of the Contract. Securus shall accept KYDOC's reasonable decision whether the solution provided is acceptable.
- b. Securus shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by KYDOC. Securus agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the Contract.
- c. All aspects of the existing contract shall remain in force with respect to the remaining Facilities that are awaiting cut-over to the new provider.
- d. Securus agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with the ITS.

#### 50.38 General Installation Requirements

- a. Securus shall be responsible for all costs associated with the installation of the ITS, VVS and Tablet systems, which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all system components in good working order and in compliance with the equipment manufacturer's specifications.
- b. Securus shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations and Tablets as detailed in **Attachment G – Facility Specifications**.

- c. Securus's ITS, VVS and Tablets shall not be configured to reside on or use KYDOC's network.
- d. Securus's wireless Tablet network, inclusive of all components and fiber cabling, shall be installed in a manner that will have additional capacity to allow KYDOC to add additional services to the wireless network (i.e. sick call services, educational programs, administration tablets, etc.) and upon request by KYDOC. If so elected by KYDOC, the additional services to be added to the wireless network shall utilize the same fiber cabling; the service provider utilizing the wireless network for additional services shall pay Securus for the use of the wireless network. Further, the service provider utilizing the wireless network for additional services shall ensure they function on a segment separate from the ITS, VVS and Tablet deployment to avoid network interference.
  - i. There's a known lack of network and infrastructure at the provider level for both the Western Kentucky and Little Sandy Correctional Facility. Securus is encouraged to contact the providers and account for the additional work required for these Facilities.
- e. Securus shall install all ITS, VVS and Tablet equipment and software in accordance with KYDOC's requirements and the manufacturer's specifications.
- f. Securus shall receive approval from KYDOC prior to making any changes to any of the communication rooms at the Facilities. Securus agrees to obtain KYDOC's written approval before making any physical changes to the Facilities such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- g. Use of existing ITS conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facilities is at the risk of Securus. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Securus becomes KYDOC's property upon termination and/or expiration of the Contract.
- h. Securus agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings, meet KYDOC building code requirements and must be approved by the Facilities' maintenance personnel.
- i. Securus shall supply written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for the ITS.
- j. Securus shall be responsible for installing all new wiring, cabling and network circuits at no cost to KYDOC to support the provision of the ITS, VVS and Tablets.
- k. Securus shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all networks and equipment used for the ITS, VVS and Tablets.
- l. Securus shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS, VVS and Tablets to ensure there is no loss of audio or video recordings or real time data in the event of a power failure. KYDOC requires a minimum of eight (8) hours of back-up power for each Facility.
- m. A separate power supply shall not be required. A power source will be made available in the communication room for the ITS, VVS and Tablets.
- n. Installation of all telephones, cabling, video visitation stations, Tablets and related



- equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by KYDOC.
- o. Securus shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by KYDOC, no equipment, inventory or spare parts shall be stored by Securus at any of the Facilities.
  - p. Securus shall correct any damage to KYDOC's property caused by maintenance or installation associated with the ITS, VVS and Tablets including repairs to walls, ceilings, etc.
  - q. Securus shall install, repair and maintain all Securus provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Securus provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Securus.

#### 50.39 Personal Identification Number (PIN) Application

- a. The Personal Identification Number (PIN) application shall be the same PIN for all of Securus's solutions and work with the ITS, VVS and Tablets allowing inmates to use PINs to complete calls, video visitation sessions, Tablet applications and include all of the following features and functionalities:
  - i. Provide collect, pre-paid collect, debit, free, PREA and speed dial calling, video visitation sessions, Tablet applications, etc. utilizing a PIN;
  - ii. Securus shall work with the KOMS to ensure that PIN and inmate information can be successfully shared and be freely transferred from the ITS to the VVS and Tablets.
  - iii. The ITS shall interface with KOMS or any other subsequently implemented offender management system. The KOMS provider is Marquis Software. It is the Securus's responsibility to contact the KOMS provider, establish a working business relationship and identify the requirements necessary to interface with KOMS, prior to its response to this RFP, to ensure Securus will be able to meet the PIN requirements listed below with the initial implementation. KYDOC shall not be responsible for paying any amount associated with the required interface.
  - iv. KYDOC requires one interface for the ITS, VVS, and Tablets which shall ensure inmate information, including the PIN, is sent to in real-time.
  - v. Receive, accept and apply or strip alphanumeric characters in an inmate's ID.
  - vi. The PIN application shall accommodate the following for how PINs are received from the KOMS:
    - a. KOMS generates and sends to the ITS, VVS and Tablets the six (6) digit inmate ID. The ITS stores the inmate ID and generates an additional four (4) digit unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
    - b. The ITS, VVS and Tablets shall also be capable of accepting a manually entered PIN.
  - vii. KYDOC currently uses a ten (10) digit PIN which is comprised of the inmate's six (6) digit ID and a unique four (4) digit PIN which is generated and delivered by an interface with KOMS.
  - viii. The ITS, VVS and Tablets shall be capable of accepting a bulk data import of existing PIN information.
  - ix. If applicable, the interface between the KOMS and ITS, VVS and Tablets

shall automatically update the status of the PIN in the ITS, VVS and Tablets based on the inmate's status in the KOMS (e.g. housing location, newly booked, transferred, released, etc.).

- x. Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
- xi. The ITS, VVS and Tablets shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS, VVS and Tablet systems and the user making the change.

#### 50.40 **Securus Personnel Security**

- a. Securus agrees that repairmen, servicemen and technicians, whether employed or subcontracted, shall observe all institutional Policies and Procedures regarding the introduction of contraband into the Facilities or the unauthorized contact with any inmate confined therein. This shall include, but not necessarily be limited to, the possession of any dangerous instrument as deemed in KRS 500.080; possession of alcoholic beverages; possession of any scheduled drug or drug paraphernalia; or any article closely resembling staff uniforms, badges, I.D. cards, etc. Unauthorized contact with inmates shall include, but not be limited to, the giving of any item whatsoever to an inmate; the receiving of any item whatsoever from an inmate; any contact which could reasonably be construed to be sexual in nature; or the exchange for any verbal information with the inmate which could conceivably be used to facilitate illegal actions within or outside of the Facilities.
- b. Securus shall be responsible for the costs associated with employee background security clearances that are required by KYDOC and prior to arriving onsite at any of the Facilities. Entry into any of the Facilities is subject to the approval of the Facility's Administrator.

#### 50.41 **Customer Service**

- a. KYDOC requests that the Securus give consideration to the fact that many inmate users have low-literacy levels. The families and friends whom the inmates call or visit with may have similar education or literacy levels. Accordingly, pre-recorded and/or synthesized messages should be as basic and as simple as possible.
- b. KYDOC requires Securus's customer service center(s) be located in the United States.

#### 50.42 **Maintenance**

- a. Securus shall provide a toll-free telephone number which shall be used by KYDOC to report repair requests. Securus shall respond to repair requests from KYDOC Facilities by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year basis.
- b. Securus shall be responsible for responding within two (2) hours to any reported repairs or replacements and resolving the reported repairs or replacements within five (5) days following notification of a service request for ITS, VVS, Tablet failure and any additional services and/or applications that may be added during the term of the contract ("Cure Period"). Should Securus fail to resolve the reported repair or replacement within the specified Cure Period, Securus shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to five-hundred (\$500.00) dollars per day for each reported repair or replacement Securus fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair

- or replacement is resolved by Securus. KYDOC shall submit an invoice to Securus identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Securus shall remit payment of the invoice within thirty (30) days.
- c. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.
    - i. Securus must exhibit to KYDOC and the affected Facilities a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
    - ii. KYDOC and the affected Facilities shall be notified of progress and/or delays in progress until the problems are resolved.
    - iii. Securus shall notify the affected Facilities any time a technician will be dispatched and prior to the technician's arrival.
    - iv. Securus shall repair and/or replace all damaged equipment at no charge including damage resulting from lightning or other acts of God.
  - d. Each party shall report to the other party any misuse, destruction, damage, or vandalism. Securus will assume liability for any and all such damages.
  - e. All operation, maintenance and repair issues regarding the ITS, VVS and Tablet service shall be reported by Securus to KYDOC within two (2) hours upon detection of such.
  - f. Securus shall provide KYDOC with ITS, VVS and Tablet software upgrades as they become available. All upgrades must be provided at no additional cost to KYDOC.

#### **50.43 Training**

- a. Securus shall provide initial onsite training for ITS, VVS and Tablets to KYDOC's staff at each of the Facilities. Additional training (onsite or via the web) shall be provided to new staff members at no cost to KYDOC. Training manuals shall be provided to KYDOC's staff and at all training meetings and will become the property of KYDOC.
- b. When requested by KYDOC, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS, VVS and Tablets. Costs associated with the creation, printing and shipping of the informational pamphlets shall be paid by Securus.
- c. Securus will also provide full documentation for all of the ITS, VVS and Tablet features.

#### **50.44 Upgrades and Performance Process**

- a. Securus shall provide KYDOC with written notice, including detailed information, of any new ITS, VVS and Tablet software upgrades or features, within thirty (30) days of the introduction of the new software or features into the industry.
- b. Securus shall adhere to the following performance process when upgrading the ITS, VVS and Tablet, software, equipment, or performing any changes to the ITS, VVS, Tablets and any additional services and/or applications that may be added during the term of the contract at any and all of KYDOC Facilities. Any deviation from this process may result in liquidated damages incurred by Securus. Such liquidated damages will be equal to three-hundred (\$300.00) dollars per occurrence. Securus shall be notified of the total amount due via written notice from KYDOC. KYDOC will invoice Securus and payment shall be

- due within thirty (30) days of Securus's receipt of invoice.
- c. Securus shall perform extensive testing on all system changes or upgrades prior to introducing them to KYDOC. At a minimum, this shall include the following:
    - i. Extensive testing on a system identical to the ITS, VVS and Tablets at the Facilities;
    - ii. Circuit testing;
    - iii. Configuration / setting preservation testing;
    - iv. Interface(s);
    - v. Remote access functionality;
    - vi. Call processing;
    - vii. International calling;
    - viii. Debit/pre-paid card calling;
    - ix. Usage of Tablet applications; and
    - x. Video visitation session (video and audio).
  - d. Securus shall receive written permission from KYDOC, before scheduling or proceeding with any functionality changes to the ITS, VVS and Tablet at any and all the Facilities, especially if the changes will cause an interruption in service.
  - e. Securus shall provide KYDOC with written details regarding any change to voice prompts, dialing or video visitation procedures.
  - f. KYDOC at its option, shall have a minimum of two (2) weeks to notify inmates at the Facilities of any ITS, VVS and/or Tablet changes that affect the inmates.
  - g. Securus shall work with KYDOC and its Facilities to schedule changes and/or upgrades during a time when the ITS, VVS and/or Tablet systems are not being used regularly by the inmates. Securus shall coordinate a convenient time and day with KYDOC to implement the changes or upgrades to the ITS, VVS and Tablets to avoid an interruption in service.
  - h. Securus shall coordinate the presence of a technician at the Facility(s) on the day of implementation to place test calls, video visitation sessions and/or Tablet applications to ensure the ITS, VVS and Tablets are functioning properly.
  - i. All said changes shall be made by Securus at no cost to KYDOC.

#### **50.45 Communication Management**

- a. The Securus shall provide KYDOC with an automated information system application at no cost to KYDOC. The automated information system shall provide both inmates and end-users access to information relative to the Facility and/or information specific to an inmate via the phone.
  - i. The application shall have the capability to interface with KYDOC's KOMS, or any other subsequently implemented offender management system. KYDOC will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.
- b. KYDOC is interested in implementing an incoming only voicemail messaging system via the ITS at no cost to KYDOC.
  - i. KYDOC will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging.
- c. KYDOC is interested in implementing an internal automated voicemail messaging via the ITS at no cost to KYDOC. This voicemail messaging feature should allow inmates to submit PREA or crime tips, file telephone complaints and

etc. The internal voicemail feature should allow Facility staff to deliver a voicemail message to an inmate, a group of inmates, or the whole Facility as a message of the day.

- d. KYDOC is interested in implementing lobby kiosks at no cost to KYDOC at each of the Facilities to allow end-users to deposit funds into an inmate's trust and/or commissary account.

**IV. Pricing**

<b>ITS REQUIRED Calling Rates</b>		
<b>Call Type</b>	<b>Collect</b>	<b>Pre-Paid Collect &amp; Debit</b>
	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
Local	\$0.11	\$0.10
Intralata/Intrastate	\$0.25	\$0.21
Interralata/Intrastate	\$0.25	\$0.21
Interlata/Interstate	\$0.25	\$0.21
Domestic International	\$0.25	\$0.21
International	N/A	\$0.50
<b>ITS REQUIRED Fees</b>		
<b>Fee Name</b>		<b>Amount</b>
Pre-Paid Funding Fee via IVR or Web		\$3.00
Pre-Paid Funding Fee via Live Representative		\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check		\$0.00
Third Party (i.e. Western Union, Swift Pay, Etc)		\$0.00 – Pass Through No Markup
MoneyGram		\$10.95
Western Union		\$11.95
Other Third Party		\$3.50
All Other Fees:		\$0.00
<b>Public Pay Telephone Rates</b>		
<b>Call Type</b>		<b>Per Minute Rate</b>
Local		\$0.50 per 15 minutes
In-State and Long Distance		\$0.20 per minute
<b>Minimum Annual Guarantee to be Paid Monthly:</b>		\$3,500,000.00
<b>Upfront Supplemental Payment</b>		\$4,150,000
<b>Kentucky Correctional Psychiatric Center ITS Revenue Share %</b>		50%
<b>VIDEO VISITATION SYSTEM</b>		
<b>VVS Rates</b>		
		<b>Amount</b>

<b>Charge/Name</b>	<b>Per Session</b>	<b>Per Minute</b>
25 Minute Remote Video Visitation Session (first 90 days – trial period)	\$0.00	
25 Minute Remote Video Visitation (after 90 day trial period)	\$5.00	
<b>VVS Fees</b>		
<b>Fee Name</b>	<b>Amount</b>	
Funding Fee	\$0.00	
Reservation Fee	\$0.00	
Refund Fee	\$0.00	
<b>VVS Revenue Share:</b>	50%	
<b>TABLETS</b>		
<b>Tablet Application Fees</b>		
<b>Application Name</b>	<b>Application Fee Amount</b>	
Emessaging	\$0.44 per message per page (5000 characters per page)	
Media – Songs	\$1.06 - \$1.99	
Media – Games	\$0.99 - \$12.99 (does not include in app purchases)	
Media – Movies	\$1.99 - \$14.99	
Media – Television Episodes	\$0.99 - \$9.99	
Media – Video Rental	\$0.49 - \$14.99	
Media – Video Purchases	\$1.99 - \$19.99	
Make Mine Feature	\$5.00 per month	
<b>Tablet Hardware</b>		
Wholesale Cost for Replacement Correctional Earbuds	\$3.00	
Tablet Revenue Share	40%	
<b>ADDITIONAL TECHNOLOGIES/FEATURES</b>		
<b>Additional Services</b>		
<b>Fee Name</b>	<b>Amount</b>	
Voice Mail	\$0.44 for up to a two (2) minute Voicemail with a Revenue Share of 50%)	
Cell Phone Detection Technology	\$90,000 Annual Technology Grant	
Continuous Verification Voice Biometrics	\$0.00	
Digital Mail Software	\$0.00	
Law Library	\$0.00	
Lantern	\$0.00	
Attachment I Religious Requirements	\$0.00	

<b>Additional Technology Revenue Share</b>	50% for Voice Mail
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**V. Approvals**

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this agreement and that they accept the terms of this agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

**1<sup>st</sup> Party: KY DEPARTMENT OF CORRECTIONS, (“the Commonwealth” or “Customer” or “KDOC” or DOC”)**

<u>Hilarye Dailey</u>	<u>Deputy Commissioner</u>
Printed name	Title
<small>DocuSigned by:</small>	
<i>Hilarye Dailey</i>	6/30/2020
<small>82292D56A51547A...</small>	
Signature	Date

**2nd Party: SECURUS TECHNOLOGIES, as Contracting Agent (“Contractor” or “Securus”)**

<u>Geoff Boyd</u>	<u>CFO</u>
Printed name	Title
<small>DocuSigned by:</small>	
<i>Geoff Boyd</i>	6/30/2020
<small>EEFED5A052F462...</small>	
Signature	Date

**Approved by the Finance and Administration Cabinet  
Office of Procurement Services**

<u>Joan Graham</u>	<u>Executive Director</u>
Printed name	Title
<small>DocuSigned by:</small>	
<i>Joan Graham</i>	6/30/2020
<small>94E8...</small>	
Signature	Date

**ATTACHMENTS**

- Attachment A – This Document
- Attachments B, C, D, E and F omitted intentionally
- Attachment G – Facility Specifications
- Attachment H – ADA Settlement Agreement
- Attachment I – Religious Requirements
- Attachments J, K, L, M, and N – omitted
- Attachment O – Guarded Exchange (GEX) Priority Levels