

CONTRACT AWARD

Date of Award: February 19, 2013

Contract ID: 37806
Event ID: EVT0001771

Replaces Contract: Addendum of 10481

Procurement Officer: Brienne Wilkins
Telephone: 785/296-2770
E-Mail Address: brienne.wilkins@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Offender Phone Service

Agency/Business Unit: Department of Corrections – Division of Juvenile Services

Period of Contract: Date of award through March 31, 2018
(Final renewal)

Contractor: EMBARQ PAYPHONE SERVICES INC
dba CENTURYLINK
5454 W. 110th St
OVERLAND PARK, KS 66211
Vendor ID: 0000155806
Toll Free Telephone: 866-224-5139
Local Telephone: 816-351-3511
Fax: 913-397-3523
FEIN: 59-3268090
Contact Person: Skip Smith
E-Mail: skip.smith@centurylink.com

Amendments: Amendment 1—Update contractor contact information
Amendment 3—Contract renewal through March 31, 2017. Additionally, the Agreement has been amended to modify Period of Contract and Pricing, Rate Structure and Commission and recognize Executive Reorganization Order 42 abolishing Juvenile Justice Authority and transferring those duties and functions to Department of Corrections.
Amendment 4—Contract renewal through March 31, 2018. Additionally, the Agreement has been amended to modify Period of Contract and the Specifications section of the

Contract Extension: Amendment 2—Extend contract through March 31, 2016

Payment Terms: Net 30

Political Subdivisions: Pricing is not available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>.

TERMS AND CONDITIONS

Contract Documents: In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments; and
- Contractor's written proposal submitted in response to the RFP as finalized.

Contract Formation: No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
800 SW Jackson St, Suite 600
Topeka, Kansas 66612-1216
RE: EVT1771

or to any other persons or addresses as may be designated by notice from one party to the other.

Termination for Cause: The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Rights and Remedies: If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

Subcontractors: The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Proof of Insurance: Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

Confidentiality: The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

Hold Harmless: The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Retention of Records: Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

Antitrust: If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

Modification: This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

Debarment of State Contractors: Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Worker Misclassification: The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

Statutes: Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

Federal, State and Local Taxes: Unless otherwise specified, the price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Accounts Receivable Set-Off Program: If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

Indefinite Quantity Contract: This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

HIPAA Confidentiality: Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

Prices: Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Shipping and F.O.B. Point: Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

Data: Any and all data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

Contract Price: Contracts are awarded by Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by Procurement and Contracts.

Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

Amendment No. 2

To

No. 37806

**Agreement Between
Kansas Juvenile Justice Authority
(Kansas Department of Corrections—Division of Juvenile Services)
and
CenturyLink Public Communications, Inc. dba CenturyLink for
Juvenile Offender Phone Services**

This Amendment No. 2 is made this 1st day of April 2016, by and between the Kansas Department of Corrections—Division of Juvenile Services, successor to Kansas Juvenile Justice Authority, by and on behalf of the State of Kansas, and as approved by the Kansas Department of Administration Division of Purchases, (“State”) and CenturyLink Public Communications, Inc., formerly Embarq Payphone Services, Inc. dba CenturyLink, (“Contractor”).

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Juvenile Offender Phone Services (“Agreement”) dated February 28, 2013; and,

WHEREAS, the parties have agreed to amend the Agreement by modifying **Period of Contract** of the Agreement dated February 28, 2013; and,

WHEREAS, the parties have agreed to amend the Agreement by modifying **Pricing, Rate Structure and Commission; and,**

WHEREAS, As of July 1, 2013, the Juvenile Justice Authority was abolished per Executive Reorganization Order 42 and jurisdiction, powers, functions and duties of the Juvenile Justice Authority and the Commissioner of Juvenile Justice were transferred and imposed upon the Department of Corrections and the Secretary of Corrections.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The Agreement shall be between the Kansas Department of Corrections – Division of Juvenile Services (“KDOC – JS”) and CenturyLink Public Communications, Inc., formerly known as Embarq Payphone Services, Inc. dba CenturyLink (“Contractor”).
2. **Period of Contract** is hereby deleted in its entirety and replaced with the following:

The State and Contractor entered into an Agreement on February 28, 2013, for an initial term of 3 years with an expiration date of December 15, 2015 (“Initial Term”), and renewed at the same terms and conditions on a month to month basis through March 31, 2016. The State exercises its right to renew the Agreement for an additional 1-year term which shall begin April 1, 2016 and remain in force throughout the renewal term, with an expiration date of March 31, 2017 (“Renewal Term”). This Agreement shall not bind, nor purport to bind, the State for any contractual commitment in excess of the Renewal Term. This Agreement shall not automatically renew. The State shall have the option for 1 additional 1-year renewal period.

3. **Pricing, Rate Structure and Commission** is hereby deleted in its entirety and replaced with the following:

Collect

Call Type	Rate Per Minute	Commission
Local	\$0.45	34%
Intralata	\$0.45	34%
Interlata/Intrastate	\$0.45	34%
Interlata/Interstate	\$0.25*	34%
International	\$0.75	34%

Pre-paid Collect

Call Type	Rate Per Minute	Commission
Local	\$0.45	34%
Intralata	\$0.45	34%
Interlata/Intrastate	\$0.45	34%
Interlata/Interstate	\$0.21*	34%
International	\$0.75	34%

Debit

Call Type	Rate Per Minute	Commission
Local	\$0.40	34%
Intralata	\$0.40	34%
Interlata/Intrastate	\$0.40	34%
Interlata/Interstate	\$0.21*	34%
International	\$0.75	34%

*Calls to Canada included in Interlata/Interstate rate plan

Fees

Fee	Amount
Pre-paid Collect Account Funding (online/IVR)	\$0
Pre-paid Collect Account Funding (live agent)	\$5.95
Western Union	\$5.50 "SwiftPay" \$9.95 "QuickCollect" (no additional fees added by CenturyLink)
All other fees	\$0

- Except as expressly modified by this Amendment No. 2, the provisions and conditions of the original Agreement are unchanged and remain in full force and effect. The original Agreement, as expressly modified by Amendment No. 1 and this Amendment No. 2 is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral, concerning its subject matter. The original Agreement may not be further modified or amended except by written amendment in accordance with the original Agreement.

SPECIFICATIONS

Background and Scope: The Kansas Juvenile Justice Authority (JJA) operates two juvenile correctional facilities housing approximately 350 youth between the ages of 13 and 22. This contract is for juvenile offender phone services at the two facilities.

Services to be Provided: Contractor shall provide a fully operational, secure and reliable juvenile offender phone system which provides:

- Juvenile offenders with reasonable access to monitored communication with family members and friends who have been authorized by the facility to receive calls from juvenile offenders.
- Juvenile offenders with reasonable access to privileged communications with authorized attorneys and the Kansas Department for Children and Families hotline.
- Monitoring capabilities for use in investigations.
- Reporting capabilities for management analysis.

As the sole provider of juvenile offender phone services, Contractor shall provide a commission on a monthly basis to each facility.

Services are to be provided at the following locations:

Kansas Juvenile Correctional Complex
1430 NW 25th Street
Topeka, Kansas 66618-1499
(785) 354-9799

Larned Juvenile Correctional Facility
1301 K 264 Hwy
Larned, Kansas 67550-9365
(620) 285-0300

The Kansas Juvenile Correctional Complex shall serve as the hub for the phone system.

Specifications:

System must process all calls on an outgoing, station-to-station basis. All calls will be made via collect or prepaid collect calls. Offenders will not be afforded the opportunity to purchase prepaid phone cards. Coin operated phones are not acceptable. All services shall be compliant with Americans with Disabilities Act.

Phones must be of a sturdy, tamper and vandal resistant design appropriate for a correctional environment and compliant with the ADA. Phones shall be installed in a manner that satisfies the ADA. Telecommunications Devices for the Deaf capability may be required and shall be provided at no additional charge. Labels shall be affixed to phones stating in English and Spanish that calls are monitored and recorded.

Contractor shall provide training to facility staff at no additional charge.

Software upgrades shall be provided as such software becomes available. Such upgrades shall be made within 90 days, unless otherwise agreed to by both parties.

System must allow only one call per connection.

Contractor shall identify any technology available that can reliably detect and terminate three-way calls. This feature is not a requirement but the ability to provide this service will be preferred.

System must process all calls by an automated operator and not allow access to a live operator at any time.

Offenders shall be placed on hold after making a call until the recipient positively accepts the call. During

this period the offender shall not be allowed to monitor call progress or communicate with the recipient.

System must be able to inform the call recipient the amount that will be billed for the call prior to positive acceptance of the call. Voicemail recordings, answering machines, busy signals, and voice recognition is not considered positive acceptance.

All calls shall begin with pre-recorded message announcing the name of the facility, name of the juvenile offender initiating the call and that the call is being monitored or recorded.

System shall have, at a minimum, multi-lingual capabilities for English and Spanish.

System must not require facility staff to identify which numbers should be blocked. Rather, the system should require that authorized numbers be entered directly into the system by facility staff. The system should allow global numbers authorized for offenders and offender-specific numbers.

System must allow offenders to call numbers identified by the facility, such as the Department for Children and Families hotline (DCF), free of charge and without the use of a PIN number. The system must be configured to ensure that all calls to the DCF hotline and any other number designated by the facility be confidential unless authorized personnel activate the recording capabilities. Such override shall be for DCF calls only.

System must limit calls to 10 minutes, with time starting when the call is accepted. Hotline calls shall be limited to 30 minutes.

System must provide monitoring and recording capabilities. All recordings must be retained for the life of the contract and be easily and quickly retrievable by facility staff. Recordings must begin as soon as the receiver is taken off the hook; recording shall not be contingent on the call recipient accepting the call. Recording shall end when the call is terminated. In the event of contract termination the Contractor shall provide JJA all recordings on CD or other storage device. System must have safeguards designed from preventing accidental or intentional monitoring or recording of conversations between offenders and their attorneys.

Authorized facility staff shall have the ability to remotely access the system from any desktop or laptop. Such access shall include report generation, call monitoring, and recording retrieval and playback. Reports and audio playback shall be accessible using standard Microsoft Office software.

System must include the following reports as well as the capability to develop ad hoc reports:

- a. Calls by facility
- b. Calls by offender
- c. Calls by station
- d. Calls by number
- e. Calls by billing type
- f. Authorized numbers, globally allowed numbers, and attorney numbers.
- g. Three-way call attempts
- h. Remote call forwarding attempts
- i. Call attempts to restricted numbers

System must be capable of assigning various roles or permissions to facility staff based on individual employee needs and responsibilities.

System must have the ability to be shut down entirely or by individual station by facility staff using an electronic disconnect. Manual disconnects must be available as a backup to the electronic disconnect.

At a minimum, the following data shall be collected on each call. All data collected during the term of the contract must be transferred to JJA upon termination of the contract.

- a. Offender Name
- b. Offender Number

- c. Station ID
- d. Billing start time and date
- e. Duration of call (minutes and seconds)
- f. Prepaid collect or collect
- g. Call type (local, interstate, etc.)
- h. Termination reason (three-way call, staff disconnect, power outage, met time limit, etc.)

System must be able block calls to parties with prepaid collect accounts with insufficient minutes available. In such situations the system should notify the offenders the reason why the call cannot be completed.

Contractor must provide refunds for unused prepaid collect minutes upon request and without penalty or fee.

Call recipients shall have access to toll-free customer service 24-hours a day, seven days a week.

Facility staff shall have access to telephone technical support 24 hours a day, seven days a week, and on-site technical support from 8:00 to 5:00 PM (CST), Monday through Friday.

The cost of all equipment, installation, and wiring shall be the responsibility of the Contractor and will not be deducted from commissions. All wiring installed by the Contractor shall become the property of JJA upon termination of this contract.

Contractor shall receive permission from the facility prior to making any cuts or holes into the physical plant. Any damages made by the Contractor to the physical plant must be repaired to its original condition.

Pricing:

Any proposed changes in rates shall be provided to and approved by JJA prior to implementing any changes.

Commissions shall be based on gross revenue. Commission shall not be collected on taxes and regulatory fees. All taxes and regulatory fees shall be paid directly by the Contractor to the collecting authority.

Commissions shall be paid monthly directly to each facility. A detailed report shall be submitted to each facility containing, at a minimum, the following:

- a. Total calls
- b. Total minutes
- c. Total gross revenue
- d. Total commission
- e. Total calls by type (local, intralata, intralata/intrastate, interlata/interstate, international)
- f. Total minutes by type (local, intralata, intralata/intrastate, interlata/interstate, international)
- g. Total gross revenue by type (local, intralata, intralata/intrastate, interlata/interstate, international)
- h. Total commission by type (local, intralata, intralata/intrastate, interlata/interstate, international)

Commission shall be paid by the 20th day following the calendar month for which payment is being rendered.

JJA's primary goal is to provide offenders and their families with affordable phone services.

Pricing

Rate Structure and Commission

Collect and Prepaid Collect			
Call Type	Connect Fee	Cost/Minute	Commission (percent)
Local	\$0.00	\$0.45	34.0%
Intralata	\$0.00	\$0.45	34.0%
Interlata/Intrastate	\$0.00	\$0.45	34.0%
Interlata/Interstate	\$0.00**	\$0.45**	34.0%
International	\$1.00	\$0.75	34.0%

Inmate-Paid (Debit)*			
Call Type	Connect Fee	Cost/Minute	Commission (percent)
Local	\$0.00	\$0.40	34.0%
Intralata	\$0.00	\$0.40	34.0%
Interlata/Intrastate	\$0.00	\$0.40	34.0%
Interlata/Interstate	\$0.00**	\$0.40**	34.0%
International	\$1.00	\$.75	34.0%

* Separate section for Inmate-Paid (Debit) rates added to original table. Rates for Collect and Prepaid Collect calling are identical.

** Calls to Canada included in Interlata/Interstate rate plan.

List any fees, charges, or assessments that may be levied against call recipients and when such fees, charges, or assessments would be levied here.

Note these fees would not be included in commissionable revenue calculations, as is the case today.

- Prepaid Collect Account Funding (online) \$0 (any amount, **no minimum**)
- Prepaid Collect Account Funding (by phone, \$50 or more) \$0
- Prepaid Collect Account Funding (by phone, \$0 - \$49.99) \$5.95 (**no minimum**)
- Western Union \$5.50 "SwiftPay", \$9.95 "QuickCollect" (these are WU fees only - no fees added by CenturyLink)
- Collect Billing Fees (aka Bill Statement, Bill Processing Fees) \$0
- All other fees (Account Maintenance, Account Refund, Regulatory Assessment, Cost Recovery, etc.) None

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.