

CO14—017 Amendment One

THIS AMENDMENT One to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated October 29, 2014, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties".

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and 67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, the IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional facilities in the State of Idaho.

NOW THEREFORE, for valuable consideration, the IDOC and CenturyLink mutually agree to amend the Agreement as follows:

1. **Section 5. Operating Standards and Applicable SOP** is hereby amended to include the following immediately after subsection (xii):

- "(xiii) Policy 201 Respectful Workplace
- (xiv) Policy 218 Non-Fraternization with Offenders
- (xv) Policy 219 Sexual Misconduct with Offenders
- (xvi) Policy 228 Drug Free Workplace
- (xvii) Policy 510 Searches of Persons/Vehicles Entering Correctional Facilities
- (xviii) SOP 301.04.03.001 Intake, Orientation and Personal Property: Community Re-Entry Center Offenders"

2. **Section 6.2 Training** is hereby deleted and the following substituted therefor:

"6.2 Contractor Orientation Course (COC). All Service Personnel are required to attend an all-day contractor orientation course provided by IDOC. This course is designed to familiarize individuals with security requirements, how to safely interact with and engage with Inmates, what to do in an emergency, grooming and manipulation, and other similar topics. Service Personnel are required to attend COC just once during their course of employment. There is no charge for Service Personnel to attend COC. CenturyLink is responsible for all wages and expenses associated with Service Personnel's attendance at this training. If PREA is included in the COC course curriculum then Service Personnel will not also have to attend the initial PREA training as noted in §6.1 but will be required to attend the PREA refresher training every two years."

3. **Section 9.3 Background Check / Fingerprinting Fees** is hereby amended to delete the final two sentences of the second paragraph and substituted the following therefor:

"CenturyLink will be invoiced by IDOC on a monthly basis for all background / fingerprinting completed for the prior month. Payment is due within 15 days of receipt of an invoice."

4. **Section 10.10 Call Details and Recordings from Outgoing System** is hereby deleted in its entirety.

5. **Section 13.1 (vii) Privileged, Do Not Record and /or Free of Charge Numbers** is hereby amended to deleted subsection (a) and substitute the following:

"a) CenturyLink will ensure that all current State of Idaho attorney telephone numbers are listed in the then most current version of the Idaho State Bar Directory, are uploaded to the ICS module, properly flagged as 'Privileged, Do Not Record' and functional as of the Service Commencement Date. On a semi-annual basis, CenturyLink shall update the ICS database to include any new attorneys and numbers and remove any attorney's and numbers that no longer appear in the Idaho State Bar Directory."

6. **Section 14.1 Pricing** is hereby amended to add the following sentence to the end of the first paragraph:

"All prices provided hereunder do not include any mandatory or applicable taxes. CenturyLink will apply all required and applicable taxes to ICS, IVS and POS module pricing structures as required by law."

7. **Appendix C** is hereby deleted and replaced with the **Replacement Appendix C**, attached hereto and incorporated herein.

8. **Exhibit 1 - ICS Pricing** is hereby modified to include the following sentence immediately below the pricing table:

"Beginning November 1, 2014, calls to Canada will be treated as interstate calls and charged at the rate of \$0.14/minute."

This Amendment One shall be effective as of the date of the last authorized signature below.

IN WITNESS WHEREOF, the Parties have caused this Amendment One to be executed by their respective duly authorized agents.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, General Manager

Date: 10/29/2014

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Brent D. Reinke, Director

Date: 10/31/14

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Joanne Sooter, Purchasing Agent

Date: 11/3/2014

REPLACEMENT APPENDIX C - REPORTS

Report Description: Service Level Report

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

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

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

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

Report Description: Grievance Log

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

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

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

By the 15th of each month, CenturyLink shall email the Grievance Log to the Contract Administrator for the prior month.

Report Description: Inactivity Report

Report Format: Excel

Report Due: Monthly

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

Report: Attorney Number Certification

Report Format: Letterhead

Report Due: Quarterly

Requirements: A letter signed by an authorized officer certifying that attorney numbers loaded in the Technology Solution are up to date (based on the most current Idaho State Bar directory, as updated semi-annually as set forth in §13.1) and are properly flagged as 'Privileged, Do Not Record.' Within thirty (30) days of the end of each quarter, CenturyLink shall email the quarterly certification letter to the Contract Administrator for the prior quarter.

CO14—017 AMENDMENT TWO

THIS AMENDMENT TWO to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated Feb 23, 2015, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho;

WHEREAS, through Amendment One the Parties made adjustments to several sections including §§6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1;

WHEREAS, as part of the Agreement and CSR response provided by CenturyLink, the Parties agreed that over time IDOC may implement certain Additional Features, as mutually agreed, into IDOC Facilities as it relates to kiosk-based services;

WHEREAS, the Parties desire to set forth the contractual obligations, roll-out schedule, functionality requirements and performance measures surrounding those certain Additional Features identified herein; and

WHEREAS, the Parties are nearing completion of the kiosk installation and are moving forward with the launch of kiosk-based commissary ordering as set forth in §13.3 of the Agreement.

NOW THEREFORE, for valuable consideration, IDOC and CenturyLink mutually agree to amend the Agreement as follows:

1. **Additional Features.** Sections §3.2(ii), §3.2(viii), §3.2(xi) and §3.2(xiii) of the Agreement are hereby amended to include a functional launch date as noted below:

- "(ii) Digital Players and Music through mini tablets or other similar device which have functionality beyond being a simple music player. – May 1, 2015"
- "(viii) Posting and receiving secure photos. – May 1, 2015"
- "(xi) Sending and receiving secure electronic mail – May 1, 2015"
- "(xiii) VideoGrams are a 30-second video with audio sent through I-phones, Android and other such mobile devices. – May 1, 2015"

As of the functional launch dates noted in amended §§3.2(ii), §3.2(viii), §3.2(xi) and §3.2(xiii), IDOC Inmates will have access to various forms of electronic communications through the kiosk for secure photos, sending / receiving secure electronic mail, VideoGrams, and digital music which are collectively hereinafter referred to as "electronic communication services" (ECS or ECS module).

2. **Inmate Tutorials and Tools.** A new section §8.8 is hereby added to the Agreement immediately following §8.7 and shall read as follows:

"8.8 Inmate Tutorials and Tools. In addition to the provisions of §8.7 of the Agreement, CenturyLink shall provide electronic tutorials on how to access and utilize ECS functionality. Such tutorials shall be available through digital players and/or the kiosks. Tutorials shall be interactive and simple for an Inmate to learn and use, consisting of icons, pictures and simple text. In addition, CenturyLink shall provide on-site and hands on training, as requested, for Inmates at every Facility to ensure that Inmates understand how to:

- (i) register on the kiosk to establish an account;
- (ii) access / utilize self-help tutorials;
- (iii) contact customer support via trouble tickets processed through the kiosks;

- (iv) purchase e-stamps;
- (v) receive, create, send and save electronic communications; and
- (vi) purchase and download music.

Training shall be coordinated through the Contract Administrator and coordinated with other kiosk-based services training, such as commissary ordering, as appropriate.”

3. **Staff Training.** A new section §8.9 is hereby added to the Agreement immediately following the new §8.8 and shall read as follows:

“8.9 Staff Training. CenturyLink shall provide on-site and hands on training as requested for IDOC staff to ensure that staff members understand how:

- (i) the Inmate registration process works;
- (ii) to assist an Inmate in accessing / utilizing self-help tutorials;
- (iii) subject to staff user profiles, to access various reports and reporting functions;
- (iv) subject to staff user profiles, to access and review an Inmate’s electronic communications;
- (v) subject to staff user profiles, to establish, modify and remove alerts;
- (vi) subject to staff user profiles, to block communications for a particular Inmate, member of the public, housing unit, or Facility as appropriate; and
- (vii) subject to staff user profiles, to save / archive and print electronic communications for future investigations, court proceedings and so forth.

Training shall be coordinated through the Contract Administrator and coordinated with other kiosk-based services training, such as commissary ordering, as appropriate. Staff training may coincide with Inmate training noted in §8.8.”

4. **Kiosk Signage.** A new fourth paragraph is hereby added to the end of §11.4 immediately following the last paragraph of that section and shall read as follows:

“In addition, CenturyLink shall ensure that posted on or near each kiosk is a basic “Kiosk Guide” as set forth on Exhibit 5, attached hereto and incorporated herein, as may be modified from time to time as directed by IDOC. The Kiosk Guide is intended to be an interim document that will be provided by CenturyLink until IDOC is able to develop, print, and post its ECS rules for Inmates.”

5. **ADA Compliance – ECS.** Section 11.6, ADA Compliance is hereby amended to include the following new 11.6(iv):

“(iv) Provide kiosks and screens with large fonts and icons, with backscreen lighting that is sufficient to allow Inmates with limited eyesight to utilize the equipment, and meet installation height requirements.”

6. **Commissary Ordering.** A new §13.3(viii) and a new §13.3(ix) are hereby added to the Agreement immediately following §13.3(vii) and shall read as follows:

“(viii) CenturyLink acknowledges that Keefe Commissary Network (Keefe) is IDOC’s commissary provider. CenturyLink and Keefe have developed and tested the iFrame interface for the kiosk with the Keefe system and CenturyLink represents that the POS Module will be a functional reality of the Technology Solution as of January 7, 2015 for pilot testing as discussed more thoroughly in Amendment Two, §9, and live for all Facilities no later than February 2, 2015. Notwithstanding the foregoing, due to technical challenges and scheduling conflicts, CenturyLink, JPay, Keefe and IDOC all mutually agreed to an extension of the go live date to February 16, 2015 with all Facilities being live by February 21, 2015.

(ix) The Parties recognize and acknowledge that the kiosks and CenturyLink network are merely the conduit for Inmates to access the Keefe commissary system and that all financial transactions and orders are processed, retained and stored in the Keefe network. CenturyLink shall ensure that the kiosk network, firewalls and access tunnels are active, sound, secure and functional. Except as it relates to the network, CenturyLink has no liability or responsibility to IDOC or the Inmate as it relates to the Keefe-based commissary ordering process, delivery or payment thereof.”

7. **JPay Digital Players.** A new section §13.5 is hereby added to the Agreement immediately following the existing §13.4 and shall read as follows:

“**13.5 Digital Players.** Beginning on March 1, 2015, CenturyLink shall offer through JPay the JPay digital player v.2 which is the current model available, hereinafter referred to as the JP4. As other digital player models (e.g. the JP5) become available, IDOC shall have the ability but not the obligation to allow the introduction of said newer models into Facilities. Throughout the life of the Agreement, CenturyLink shall ensure that JPay supports all digital player model(s) sold in Idaho Facilities.

Inmates shall not be required to purchase a JP4 to utilize the kiosks or ECS functionality.

- (i) **Specifications.** Any introduced JPay digital player shall be a personal digital mini-tablet device constructed with a correctional grade, reinforced clear plastic casing, internal shock absorbers to make it impact resistant, with an enhanced thickness, shatter-resistant display utilizing touch screen technology and be wireless capable though not enabled. Each JP4 purchased shall come standard with the following minimum accessories:

- one rechargeable lithium battery (no access by the Inmate)
- one USB cable– clear cord
- one A/C power adaptor – clear case
- FM Radio
- one set of ear buds – clear cord
- one clear soft plastic case covering – removable
- one Quick Start Guide
- 90 day manufacturer’s warranty covering defects and workmanship issues from the date of purchase on the player and all accessory items

Each JP4 shall automatically be enabled to and capable of connecting with and syncing to the kiosks.

- (ii) **Pre-orders.** The JP4 will be available for pre-order purchases by friends and family by March 1, 2015. Any pre-order processed by JPay on or before April 1, 2015 will have a guaranteed delivery date to the Facility of no later than May 1, 2015. Thereafter, any JP4 ordered will be delivered to the Facility within thirty (30) days after the order is placed.
- (iii) **Inmate Purchases.** Inmates may begin to purchase the JP4 through the kiosks on May 1, 2015. JP4’s purchased by Inmates will be delivered to the Facility no later than thirty (30) days after an order is placed.
- a. Each Inmate may purchase one (1) JP4 unit through the kiosk
 - b. Except for approved upgrades as noted in 13.5(iv) below, each Inmate can own only one (1) digital player at a time.
 - c. Each purchased JP4 shall be configured specifically for the Inmate to include within its programing the appropriate Inmate’s name and IDOC ID number.
 - d. Each purchased JP4 will be programmed, packaged and sent by JPay to the Inmate through the appropriate Facility’s property officer. Upon receipt of a JP4, IDOC

property officers will ensure the JP4 is properly documented in IDOC property logs and engraved and will then deliver the JP4 and authorized standard accessories to the Inmate.

- e. Subject to housing restrictions, Inmate sanctions and ECS module access limitations as set forth below, Inmates will have the ability to download emails, VideoGrams and photos as often as desired to the JP4, transfer them back to the kiosk and adjust the configuration of their saved media directly between the JP4 and kiosk.

Access Limitations:

- Maximum of thirty (30) minutes per session (login to exit)
- Minimum of thirty (30) minutes between sessions (exit to login)
- Maximum of ten (10) logins per Inmate per day

- (iv) Upgrades. If upgraded digital player models are introduced by JPay, and the upgraded model is approved by IDOC, Inmates will be allowed to upgrade their current digital players to the upgraded model. Inmates can elect to purchase an upgraded model at their expense. CenturyLink shall ship upgraded, replacement or warranty players to the appropriate IDOC Facility's Property officer. Such shipment shall contain the digital players plus a complete list of the Inmates who should receive them.

- 8. **Electronic Communications.** A new section §13.6 is hereby added to the Agreement immediately following the new §13.5 and shall read as follows:

"13.6 ELECTRONIC COMMUNICATIONS

CenturyLink shall ensure that the ECS module is properly configured to ensure proper creation and retention of emails, photos and VideoGrams as Stored Information.

- (i) Funding. In preparation for the statewide rollout of the ECS functionality on May 1, 2015, CenturyLink shall allow the public to place funds used specifically for the purchase of kiosk-based services ("JPay Credits") into individual Inmate prepaid accounts ("JPay Media Accounts") no later than March 1, 2015. CenturyLink will ensure that friends and family have the ability to purchase JPay Credits on-line via the internet or by phone through a Customer Care Center.

Friends and family shall have the ability to make deposits into an Inmate's JPay Media Account so that the Inmate can make purchases. When supported by IDOC systems and infrastructure, CenturyLink shall ensure that Inmates are also able to make purchases using funds from their IDOC Inmate trust account directly through the kiosk to pay for e-stamps, music and other Additional Features as they are made available, if any.

CenturyLink is solely responsible for ensuring that JPay's accounting system and processes are compliant with the terms of the Agreement, including but not limited to, §12 thereof.

- (ii) Services. CenturyLink shall ensure that the ECS module can be accessed and utilized through the kiosks and, subject to inherent technological limitations, on an Inmate's JP4. CenturyLink shall ensure that the ECS module consists of a minimalist design that is simple for an Inmate to learn and use, utilizing icons, pictures and simple text. All ECS transactions are subject to recording, retention and review and there shall be no privileged or protected communications.

- a. **Email:** Inmates and their friends and family shall be able to communicate via written text through the ECS module. The Inmate shall be able to compose and send emails directly from the kiosk or draft an email on the JP4 which will then send said email the next time the Inmate connects the JP4 to the kiosk.

- 1) CenturyLink will ensure that the process of composing, forwarding and sending an email is similar to the experience of composing, forwarding and sending an email through any mainstream platform and that the secure email platform. CenturyLink shall ensure that Inmates are not able to forward any email, photo or VideoGram.
 - 2) Features such as spell check and word count will be provided and available.
 - 3) Subject to housing restrictions or Inmate sanctions, Inmates shall have the ability to send the same email to more than one outside recipient.
- b. **Photo Attachments:** The ECS module shall provide a means whereby the public can attach digital photos to an email and send them to an Inmate via the ECS module.
- 1) CenturyLink shall ensure that the maximum number of photos that can be attached to any single email is three (3).
 - 2) Subject to housing restrictions or Inmate sanctions, the ECS module shall allow the same digital photo(s) to be received by more than one Inmate.
 - 3) Inmates shall have the ability to respond to an email with photos, if any, but the photos will be removed from the reply.
- c. **VideoGrams:** A VideoGram is a message containing both audio and video and shall be no more than 30-seconds in duration.
- 1) CenturyLink shall ensure that VideoGrams are inbound only and Inmates shall not be able to create, post, or forward VideoGrams.
 - 2) CenturyLink shall ensure that friends and family are able to utilize their iPhone / Android, using the free JPay smartphone App, to create and send a VideoGram to an Inmate.
 - 3) Inmates shall have the ability to respond to an email that the VideoGram was attached to, if any, but the VideoGram will be removed from the reply.
- (iii) **Opt-In Methodology.** For the ECS module, IDOC elects to utilize JPay's "opt-in methodology" wherein members of the public initiate contact with IDOC Inmates. CenturyLink shall ensure that the ECS module is configured to allow Inmates to receive an email from a member of the public who desires to communicate with them once that member of the public completes the opt-in and registration process with JPay and the Inmate has registered with the ECS module.

Once the Inmate receives the first communication from a member of the public, the Inmate will be able to respond to and receive additional incoming emails, including photo attachments and VideoGrams, from that individual. CenturyLink shall ensure that Inmates have the ability to block any JPay customer from contacting them.

Neither CenturyLink nor IDOC will require any kind of pre-authorization or visitation application from the public to exchange emails with or send VideoGrams or photos to an Inmate. As long as that member of the public has completed the opt-in and registration process with JPay, he or she will be able to send emails to one or more Inmates.

- a. **Affirmative Acceptance Notice / Branding:** CenturyLink shall develop, provide, maintain and electronically deliver appropriate affirmative acceptance notices to Inmates and the public that are similar in content to those of the inmate phone system as set forth in CSR and consistent with the intent of §4, and more specifically §4.4B and 4.6B thereof.

- 1) Inmates must affirmatively accept the Kiosk Terms of Use upon initial registration at the kiosk as well as on annual basis. The Inmate can also access the most current Terms of Use through the kiosk FAQ.
- 2) The public (inmate friends and family) must affirmatively accept the JPay Terms of Service upon initial registration for an online or mobile app JPay account. Additional ECS-based affirmative acceptance is required as follows:
 - i. Email Terms of Service – prior to each purchase of e-stamps.
 - ii. Digital Media Player Terms and Conditions – prior to purchasing a Digital Player for an Inmate
 - iii. JPay Media Account Terms and Conditions – prior to placing funds on an Inmate's JPay Media Account.
- 3) Information contained in and acknowledged, as set forth in 1) and 2) above by the public and the Inmates will include the following:

ALL FORMS OF ELECTRONIC COMMUNICATION AND INFORMATION YOU SEND, RECEIVE, PURCHASE, OR DOWNLOAD ARE RECORDED AND ARCHIVED BY THE KIOSK SYSTEM INDEFINITELY. ELECTRONIC COMMUNICATIONS MAY BE MONITORED AND REVIEWED BY IDOC STAFF AT ANY TIME. **Restrictions on Inmate Access.** CenturyLink shall ensure that:

- 1) Inmates will only be able to communicate with the public through JPay's restricted and closed secure email platform. No Inmate access to outside mainstream platforms will be allowed.
 - 2) Inmates will only be able to correspond with members of the public who have completed the opt-in and registration process with JPay and linked the Inmate to their account. Inmates will receive a generic notice through the kiosk when the public has (A) placed funds on the Inmates JPay Media Account; (B) added the Inmate as a contact; or (C) purchased prepaid e-stamps, media, music or the JP4 for the Inmate.
 - 3) Inmates will have the option to block any JPay customer from contacting them at any time.
 - 4) Inmates will not be able to communicate using the ECS module with other Inmates within their own Facility or any other Facility.
- (iv) **ECS for Inmates:** CenturyLink shall ensure that Inmates are able to log into the kiosk using their PIN to set up and access kiosk-based services and participate in approved forms of kiosk-based services. For every Inmate, their user name shall be their Inmate ID number and their initial PIN shall be their 4-digit birthday month and day (e.g. 1022).

Inmates shall be able to access the ECS module from any kiosk in their housing area or, subject to any limitations inherent within the Technology Solution, through their JP4.

Features of the ECS module for Inmates shall include the ability to:

- 1) view and save inbound email;
- 2) view and save photo attachments;
- 3) view and save VideoGrams;
- 4) reply to an email message;

- 5) compose a new email to a member of the public who has completed the opt-in and registration process;
- 6) utilize JPay's "Photo" app that allows Inmates to save and view all of their pictures and VideoGrams in one location on their JP4 and the kiosk;
- 7) review, select, purchase and download digital music;
- 8) automatically sync the JP4 when connected to the kiosk and allow the Inmate to adjust the stored material on their JP4 and kiosk with their entire library of content as maintained in the Technology Solution; and
- 9) establish and maintain, as required in CSR §4.6.4, their own self-learned PAC list without any kind of manual entry by CenturyLink or IDOC staff. The ECS module shall accommodate a minimum of twenty (20) active email addresses per Inmate.

(v) **Access for Friends and Family:** CenturyLink shall ensure that friends and family are able to set up accounts that allow the individual to participate in approved forms of ECS with Inmates. CenturyLink shall ensure that friends and family have the ability to:

- 1) download the JPay iPhone or Android smartphone or other similar digital device app, free of charge;
- 2) purchase electronic stamps (e-stamps) through the JPay app, the web or through the Customer Care Center and receive an emailed receipt of each e-stamp purchase;
- 3) review their purchase history;
- 4) update payment methods and contact information;
- 5) access on-line self-help tutorials;
- 6) contact the Customer Care Center;
- 7) view privacy policies, system rules and regulations (this is in addition to the required affirmative acceptance notice discussed in §13.5(iii) above);
- 8) search for an Inmate using the Inmate ID number;
- 9) send one email to multiple Inmates, subject to IDOC the right to require configuration limitations and restrictions;
- 10) add or delete an Inmate to their contact list; and
- 11) compose, send and receive emails, attach and send photos, and create and send VideoGrams.

There shall be no limit on the number of Inmates a member of the public can communicate with.

(vi) **Digital Music:** Beginning May 1, 2015, CenturyLink shall allow Inmates to search for, preview, purchase and download digital music to their JP4 through the kiosks.

- a. All such purchases will be retained indefinitely within the Technology Solution and available to Inmates.
- b. Once digital music is purchased, Inmates may download purchased music to their JP4 and the kiosks and thereafter, there shall be no cost to move that purchased music between the JP4 and kiosks.

- c. CenturyLink understands that IDOC will allow Inmates who purchase a JP4 to retain their current MP3/MP4 players until the phased-out digital music program reaches its sunset date of April 30, 2018. No new music will be able to be purchased by Inmates for the out-going players as of April 30, 2015.
 - d. IDOC will notify Inmates that, due to licensing and platform restrictions, music from their current MP3/MP4 players cannot be transferred to the JP4.
- (vii) **Security Features:** CenturyLink shall ensure that all communications via the ECS module are managed by Inmate name and ID number, retained indefinitely as Stored Information, and available for review at any time by authorized IDOC staff. In addition to applicable security features as provided [REDACTED], CenturyLink shall ensure that the following security features are functional on or before May 1, 2015 and operate continuously as long as the ECS module is provided hereunder.
- a. **Inmate to Inmate Contact.** CenturyLink shall ensure that Inmate to Inmate communication via ECS is strictly prohibited.
 - b. **Common Platforms.** CenturyLink shall ensure that Inmates [REDACTED]
[REDACTED].
 - c. **Links.** Links to outside sites or content contained in any email shall [REDACTED]
[REDACTED].
 - d. **Watch Word Lists.** IDOC will provide CenturyLink with [REDACTED]
[REDACTED].
- Once the watch word list is established, the ECS module will [REDACTED]
[REDACTED].
- 1) CenturyLink will ensure [REDACTED]
[REDACTED].
 - 2) IDOC and CenturyLink will work together to ensure [REDACTED]
[REDACTED].

3) Only authorized IDOC staff and authorized CenturyLink personnel [REDACTED]
[REDACTED].

4) When any Inmate, family or friend sends any electronic communication, CenturyLink shall ensure [REDACTED]
[REDACTED].

5) Any ECS containing a photo attachment [REDACTED]
[REDACTED].

6) CenturyLink shall ensure that [REDACTED]
[REDACTED].

[REDACTED] CenturyLink shall ensure that the ECS module is properly configured to utilize the [REDACTED]
[REDACTED].

b. [REDACTED]
[REDACTED].

8) CenturyLink shall ensure that IDOC staff have the ability to [REDACTED]
[REDACTED].

9) CenturyLink shall ensure that all ECS auditing features are configured to track IDOC staff activity and log the actions taken [REDACTED]
[REDACTED].

Notwithstanding anything in this Amendment Two to the contrary, [REDACTED]
[REDACTED].

e. **Inmate/Public Watch Lists.** CenturyLink will ensure that only authorized IDOC staff [REDACTED]
[REDACTED].

1) CenturyLink shall ensure that authorized IDOC staff have [REDACTED]
[REDACTED].

2) When an electronic communication is made or another action [REDACTED]
[REDACTED].

3) Each alert notification shall provide [REDACTED]

4) Upon receipt of an alert notification IDOC [REDACTED]

5) The Technology Solution shall have the ability to allow [REDACTED]

6) CenturyLink shall ensure that IDOC staff [REDACTED]

Notwithstanding anything in this Amendment Two to the contrary [REDACTED]

9. **Pilot Site, ECS Testing, and Statewide Rollout.** A new section §13.7 is hereby added to the Agreement immediately following the new §13.6 and shall read as follows:

“13.7 Notwithstanding any other section in this Amendment Two, IDOC and CenturyLink agree to test the POS module, and if requested by IDOC the ECS module, at one (1) pilot Facility, the South Boise Women’s Correctional Center (SBWCC). SBWCC is hereinafter referred to as the “Pilot Site.”

- a. IDOC and CenturyLink will conduct a pilot of the POS module at the Pilot Site, beginning January 7, 2015 through January 27, 2015 (“POS Pilot Period”).
- b. During the POS Pilot Period, CenturyLink shall work with Keefe to ensure that commissary features, security protocols and functionality are fully functional. CenturyLink and Keefe will work diligently to address any defect, anomaly, or hardware/system that may come up during the Pilot Period. CenturyLink shall ensure that any identified defect, anomaly, or hardware/system issue is addressed and resolved by the February 2, 2015 launch of kiosk-based commissary ordering as noted in §13.3(vi) hereof.
- c. In preparation for the statewide rollout for kiosk-based commissary ordering on February 2, 2015, CenturyLink shall provide on-site, hands on training for staff and inmates for all Facilities between February 2 and February 6, 2015. As each Facility receives their training, kiosks at that location will have the POS module enabled. This will provide a rolling start for the kiosks with the final Facility being enabled on or before February 6, 2015. Notwithstanding the foregoing, due to technical challenges and scheduling conflicts, CenturyLink, JPay, Keefe and IDOC all mutually agreed to an extension of the go live date to February 16, 2015 with all Facilities being live by February 21, 2015, consistent with the rolling start discussed herein.

d. IDOC and CenturyLink may, at IDOC's request, conduct a pilot test of the ECS module at the Pilot Site not more than two (2) weeks prior to the May 1, 2015 launch.

- i. If a defect or failure is identified that impacts all ECS functionality or if funding services as discussed in §13.6(i) are not functional as expected, the statewide ECS module launch may be delayed until the defect or failure is addressed and the Parties agree in writing upon another launch date.
- ii. If a defect or failure is identified in one ECS area (e.g. VideoGrams) but the other ECS functionality is not affected, the Parties may proceed as planned with the launch of ECS functionality that is not impacted by the defect or failure. CenturyLink will correct the identified failure or defect of the impacted ECS functionality and the Parties will identify in writing another launch date for the impacted ECS functionality.

10. Pricing. A new section 14.1 (iv) is hereby added to the existing section and shall read as follows:

“(iv) Electronic Communication Services. Inmates will have access to the ECS module to receive, compose, review, send and retrieve messages, and to view save and view photos and VideoGrams. Subject to IDOC housing restrictions, all Facilities will have equal access to ECS and will enjoy the same pricing structure. Only the party sending the electronic communication will be charged for the transaction. Inmates will be charged for sending emails they create or respond to. CenturyLink will provide all electronic communication services with no connection fees or surcharges of any sort. The pricing matrix for ECS is set forth on Exhibit 4 – ECS Pricing, Fees and Deductions, attached hereto and incorporated herein.”

11. Liquidated Damages. A new §15.4 (iv) is hereby added to the Agreement immediately following §15.4(iii) and shall read as follows:

“(iv) Performance Failure - ECS. Time is of the essence in the performance of the work specified herein. If an identified defect or failure as noted in §§13.7 (b) or 13.7 (d) of this Amendment Two delays the launch, liquidated damages shall accrue to IDOC in the amount of Five Hundred Dollars and no/100 (\$500.00) per calendar day per Facility and will continue to accrue until such time as all ECS functionality is working at all Facilities. Any Time of Performance liquidated damages are due within ten (10) business days from the date ECS functionality goes live.”

12. Applicable Sections. In addition to those elements specifically called out in this Amendment Two, CenturyLink shall ensure that the ECS module complies with and functions within the scope of this Amendment Two and the Agreement, has substantially similar staff access controls, accommodates restrictions, sanctions and suspensions with automatic reinstatement, has Inmate access controls, and has the same or substantially similar investigation, intelligence tools and reporting capabilities as are available for Base Services. If there is a conflict between this Amendment Two and the Agreement, this Amendment Two shall control.

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This Amendment Two shall be effective as of the date of the last authorized signature below.


IN WITNESS WHEREOF, the Parties have caused this Amendment Two to be executed by their respective duly authorized agents.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, General Manager

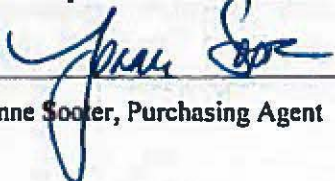
Date: 2/23/2015

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Kevin H. Kempf, Director

Date: 2-27-15

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Joanne Soaker, Purchasing Agent

Date: 3/26/2015

EXHIBIT 4 – ECS PRICING, FEES AND DEDUCTIONS

There shall be no cost to the Inmate or the outside third party to retrieve/view an email. There shall be no cost to the Inmate to retrieve, save, download or view a photo or VideoGram or to save them to/from the JP4 or access via the kiosk.

A. **Usage Pricing:** The following table represents the number of e-stamps required to send an email, photo and VideoGram:

ECS Function	Inmate Initiated (outbound)	Public Initiated (inbound)
Email	One (1) e-stamp/email	One (1) e-stamp/email
Photo Attachment	n/a	One (1) e-stamp/email
Videogram	n/a	Two (2) e-stamps/email

ECS functionality is cumulative based on functionality used. By way of example, if a member of the public sends an email to an Inmate with one photo and one VideoGram attached, the public would spend four (4) e-stamps in total for the one communication (1 for the email, 1 for the photo and 2 for the VideoGram).

The paying party will be charged the appropriate number of e-stamps for each recipient the email, photo or VideoGram is sent to. By way of example, if Mrs. Jones sends one email to three Inmates, she will be charged for three (3) e-stamps.

Videograms may be sent without being attached to an email.

B. **Purchase Pricing:** The following table represents the cost to buy e-stamps under the Agreement and represents a volume discount. E-stamps have a minimum 5-e-stamp purchase threshold.

Item	Inmate Purchased	Public Purchased
E-stamps	\$2.45 for 5 e-stamps	\$2.45 for 5 e-stamps
.....	\$4.70 for 10 e-stamps	\$4.70 for 10 e-stamps
.....	\$6.75 for 15 e-stamps	\$6.75 for 15 e-stamps
.....	\$8.60 for 20 e-stamps	\$8.60 for 20 e-stamps
.....	\$20.00 for 50 e-stamps	\$20.00 for 50 e-stamps
JP4 Digital Device	\$49.99 plus applicable taxes	\$49.99 plus applicable taxes
Digital Music	\$1.29 - \$1.99/song	\$1.29 - \$1.99/song
.....	Discounted for full albums	Discounted for full albums

Future Offerings in 2015*

JP5 Digital Device \$99.99 plus applicable taxes \$99.99 plus applicable taxes
*if approved by IDOC

C. **Fees and Charges:** The following table represents those fees and charges that can be charged to any Inmate or friend or family member and no other fees, charges or deductions are authorized:

Description	Amount	Type/Frequency	Who Pays
E-stamp purchase (\$2.45 min. purchase for 5 e-stamps)	none	none	n/a
JP4 Purchase	none	none	n/a
Friends & family paid fee for funding an Inmate JPay account:			
Web based purchases	\$3.50	per transaction	friends & family
Customer Service purchases	\$4.50	per transaction	friends & family

EXHIBIT 5 - KIOSK GUIDE

CenturyLink will poste the following text, in signage approved by IDOC, on or near each kiosk, as permitted by each Facility until such time as IDOC posts is formal ECS rules.

-
- Absolutely NO food or drinks are allowed around the kiosks.
 - NEVER spray the kiosks directly with any kind of cleaner! Wipe down the kiosks by spraying cleaner LIGHTLY on a rag and wiping down kiosk surfaces.
 - You can only use the kiosks associated with your housing unit.
 - The kiosk system allows you to log into the kiosk up to ten (10) times per day (subject to facility restrictions).
 - Each session is a maximum of 30 minutes.
 - You must wait a full 30 minutes between sessions. You cannot log in again until 30 minutes has passed from the time you exited your last session.

PROTECT YOUR ACCOUNT AND YOUR FUNDS!

- Do not walk away from the kiosk until you have completely exited out of the system (you should see the normal log in screen).
- Never give your password to or share your security questions with anyone else.
- You are STRONGLY encouraged to change your password from the default and continue to change it from time to time.

IDOC and CenturyLink are NOT responsible for lost or stolen funds

IF YOU HAVE A QUESTION OR PROBLEM, TRY THE FOLLOWING (IN THIS ORDER):

- Use the kiosk self-help guides and tutorials to try to find a solution yourself
- Ask a staff member

IF YOU DON'T FIND AN ANSWER OR GET THE HELP YOU NEED:

- For kiosk-related issues (connectivity issues, kiosk repairs, password resets, frozen screen, etc.), submit a "trouble ticket" electronically using a kiosk.
- For Commissary / Property issues (missing menu items, incorrect order, refund requests, warranty issues etc.) send a normal hand-written "concern form" (also known as a kite) to Keefe.

NOTICE: ALL FORMS OF ELECTRONIC COMMUNICATION AND INFORMATION YOU SEND, RECEIVE, PURCHASE, OR DOWNLOAD ARE RECORDED AND ARCHIVED BY THE KIOSK SYSTEM INDEFINITELY. ELECTRONIC COMMUNICATIONS MAY BE MONITORED AND REVIEWED BY IDOC STAFF AT ANY TIME.

CO14—017 AMENDMENT THREE

THIS AMENDMENT THREE to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated July 1, 2015, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho;

WHEREAS, through Amendment One the Parties made adjustments to several sections including §§6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1;

WHEREAS, as part of the Agreement and CSR response provided by CenturyLink, the Parties agreed that over time IDOC may implement certain Additional Features, as mutually agreed, into IDOC Facilities as it relates to kiosk-based services;

WHEREAS, the Parties desire to set forth the contractual obligations, roll-out schedule, functionality requirements and performance measures surrounding those certain Additional Features identified herein; and

WHEREAS, the Parties are nearing completion of the kiosk installation and are moving forward with the launch of kiosk-based commissary ordering as set forth in §13.3 of the Agreement; and

WHEREAS, the parties have memorialized through Amendment Two the introduction and launch of kiosk-based services through the ECS module.

NOW THEREFORE, for valuable consideration, IDOC and CenturyLink mutually agree to amend the Agreement as follows:

1. **Operating Standards and Applicable SOP.** Section 5 of the Agreement is hereby amended to include the following immediately after subsection (xviii) as set forth on Amendment One:

“(xix) Policy 104 Tobacco Free Environment

(xx) Policy 122 Security Staff and Non-Security Staff Grooming Standards and Dress Code

2. **Privileged, Do not Record Numbers and/or Free of Charge Numbers.** Section 13.1 (vii), as amended through Amendment One, is hereby further amended to include the following sub-paragraph b) immediately following the current sub-paragraph a):

“b) IDOC will obtain an electronic copy of the Idaho State Bar’s active attorney directory via electronic means and forward same to CenturyLink to upload and properly flag in the Enforcer system. The Idaho State Bar charges \$100.00 annually for these electronic files. IDOC will remit payment to the Idaho State Bar upon receipt and will subsequently invoice CenturyLink for reimbursement of the \$100.00. CenturyLink shall remit payment within thirty (30) days of receipt of invoice.”

3. **Protecting Funds and Refunds.** For purposes of the Agreement, the following revision will be retroactively applied to the Services Commencement Date. Section 12.2 (ii) Refunds for Unused Phone Time is deleted in its entirety and the following substituted therefor:

“(ii) Refunds for Unused Phone Time - Inmates. CenturyLink shall facilitate any requested refund from any Inmate who has been released from an IDOC facility or moved to a county jail or out-of-state housing facility or in the event of an inmate’s death. Only refunds consisting of \$3.00 or more will be processed.

Inmates shall be required to utilize the most current version of the Inmate Telephone Debit Refund Form (the “Refund Form”) provided and maintained by CenturyLink. The Refund Form can be obtained through the Inmate’s IDOC release packet and/or on-line through the following website: <http://www.centurylink.com/corrections/IDOC/faq.html#faq5>.

Except as noted in Attachment 3 of the Agreement, CenturyLink will not process refund requests made by any inmate who remains housed in an IDOC facility.

4. **Protecting Funds and Refunds.** A new Section 12.2 (iii) Refunds for Unused Phone Time-Public is hereby added immediately following the new Section 12.2 (ii):

“(iii) Refund for Unused Phone Time – Public. In accordance with its own internal policies and with Attachment 3 of the Agreement, CenturyLink shall process refunds for the public. Only refunds consisting of \$3.00 or more higher will be processed.”

5. **Unclaimed Property.** As of the effective date of this Amendment Three, IDOC no longer retains any funds on behalf of any Inmate and therefore has no further obligation to the State of Idaho as it may relate to unclaimed property laws.


As of the date of this Amendment Three, CenturyLink assumes any and all liability for all funds it holds on behalf of Inmates, for all refunds processed and for any funds CenturyLink may retain which go unclaimed by Inmates or the public. CenturyLink is solely responsible for determining if it is subject to Idaho Code 14, Chapter 5, as applicable, for processing any unclaimed funds through the Idaho State Treasury’s escheatment process, and if so, for abiding by the requirements thereof. IDOC has no liability for any unclaimed funds CenturyLink may hold and CenturyLink shall indemnify, defend and hold the IDOC harmless for any claim related thereto.

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This Amendment Three shall be effective as of the date of the last authorized signature below.

IN WITNESS WHEREOF, the Parties have caused this Amendment ~~Two~~ ^{Three} to be executed by their respective duly authorized agents. ③

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, Vice President & General Manager


Date: 6-24-2015

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Kevin H. Kempf, Director

Date: 7-13-15

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Joanne Sooter, Purchasing Agent

Date: 7/13/2015

CO14—017 AMENDMENT FOUR

THIS AMENDMENT FOUR to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated Aug 31, 2015, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties made adjustments to several sections including §§6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, as part of the Agreement and CSR response provided by CenturyLink, the Parties agreed that over time IDOC may implement certain Additional Features, as mutually agreed, into IDOC Facilities as it relates to kiosk-based services; and

WHEREAS, the Parties desire to set forth the contractual obligations, roll-out schedule, functionality requirements and performance measures surrounding those certain Additional Features identified herein; and

WHEREAS, the Parties have memorialized through Amendment Two the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three have amended applicable SOP sections, addressed attorney number upload challenges and modified inmate refund processes; and

WHEREAS, the Parties desire to introduce another Additional Feature for kiosk-based services commonly referred to as eCards.

NOW THEREFORE, for valuable consideration, IDOC and CenturyLink mutually agree to amend the Agreement as follows:

1. **eCards.** A new section 13.7 is hereby added to the Agreement immediately following the existing §13.6 that was added in Amendment Two. This new §13.7 shall read as follows:

"13.7 eCards. Beginning September 1, 2015, CenturyLink will offer through the kiosks an electronic greeting card program known as eCards. eCards will be made available to IDOC Inmates via the JPay kiosk system and to the general public via www.jpay.com or the JPay mobile app. eCard categories will include, but are not limited to:

Anniversary / wedding	Love
Birthday	Memes
Days of the week	Motivational
Fun with food	Thank you
Get well / encouragement	Popular Holidays such as Easter,
I love you	Mother's Day, Father's Day, Valentine's
I miss you	Day, Christmas, etc.
Just for Fun	


- (i) IDOC may require the removal / deletion of any eCard at any time for any articulatable security or safety reason.
- (ii) JPay will ensure that eCards cannot be altered or adjusted in any way by the sender.
- (iii) Inmates and the general public will be able to send and receive eCards, subject to the following conditions:
 - a. Any external JPay account customer will have access to eCards to send to Inmates incarcerated with the IDOC;
 - b. eCards will be available only to IDOC Inmates who have access to wall-based kiosks;
 - c. If through technology and programming JPay can make eCards available to Inmates who are allowed to access the system using wireless connectivity, JPay will do so at its earliest opportunity without an additional amendment.
- (iv) eCards will follow the same guidelines and restrictions as digital photos within the JPay system including the following:
 - a. eCards must be attached to an email to be sent;
 - b. the same eCard may be sent to or received by multiple recipients;
 - c. three (3) are the maximum number of photo and/or eCard attachments that may be added to any single email.
- (v) An email with an eCard attachment that clears all filters and security protocols will be delivered to its intended recipient without additional review by IDOC staff.
- (vi) An email with an eCard attached that is flagged by filters or security protocols will be held within the JPay system until it can be reviewed by IDOC security personnel and its disposition determined.
- (vii) Each eCard will cost one (1) e-stamp. This is in addition to the e-stamp(s) required for the email itself and for any other photo attachments."

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This Amendment Four shall be effective as of September 1, 2015.


IN WITNESS WHEREOF, the Parties have caused this Amendment Four to be executed by their respective duly authorized agents.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, Vice President & General Manager

Date: 8.7.2015

**THE STATE OF IDAHO
Idaho Department of Correction**

By: 
Kevin H. Kempf, Director

Date: 8/30/15

**THE STATE OF IDAHO
Idaho Department of Correction**

By: 
Joanne Sooter, Purchasing Agent

Date: 8/31/2015

CO14—017 AMENDMENT FIVE

THIS AMENDMENT FIVE to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated Oct 28, 2015, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties made adjustments to several sections including §§6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, as part of the Agreement and CSR response provided by CenturyLink, the Parties agreed that over time IDOC may implement certain Additional Features, as mutually agreed, into IDOC Facilities as it relates to kiosk-based services; and

WHEREAS, the Parties desire to set forth the contractual obligations, roll-out schedule, functionality requirements and performance measures surrounding those certain Additional Features identified herein; and

WHEREAS, through Amendment Two the Parties have memorialized changes to several sections of the Agreement, including §§3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three have amended several SOP provisions of the Agreement, including §§5, 12.2, and 13.1, which addressed attorney number upload challenges and modified inmate refund processes; and

WHEREAS, through Amendment Four the Parties have added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through this Amendment Five the Parties desire to add a new §13.8 to the Agreement, which will introduce an Additional Feature for kiosk-based services commonly referred to as the Game Store that will provide video games for purchase and download.

NOW THEREFORE, for valuable consideration, IDOC and CenturyLink mutually agree to amend the Agreement as follows:

1. **The Game Store.** A new section 13.8 is hereby added to the Agreement immediately following the existing §13.7 that was added in Amendment Four. This new §13.8 shall read as follows:

"13.8 The Game Store. Beginning November 1, 2015, CenturyLink will offer the Game Store through the wall-based kiosks through which Inmates can preview, purchase and download video games to their JP5. The Game Store will be made available to IDOC Inmates via the JPay kiosk system only. The general public will not be able to purchase video games through the Game Store.

Inmates who received their JP5 player after September 29, 2015 will be provided the Game Store by simply plugging the device into the wall kiosk and activating the Game Store icon. For all Inmates who received their player prior to September 29, 2015, JPay will make the necessary firmware update to allow inmates to purchase, download and play such video games available through the kiosks. In the event any download is unsuccessful, JPay will ensure Inmates are made whole through other methods (i.e. replacing the Inmate's player).

As of November 1, 2015, authorized video game offerings include the following:

Game Title	Genre	Price	Description
Sudoku	Puzzle	Free	Sudoku is a logic-based, combinatorial number-placement puzzle game. The objective is to fill a 9×9 grid with digits so that each column, each row, and each of the nine 3×3 sub-grids that compose the grid contains all of the digits from 1 to 9.
Chess	Board	\$5.99	Chess
2048-Fun Puzzle Game	Puzzle	\$4.99	Brain training game. Swipe(Up,Down,Left,Right) to move the tiles. When two tiles with the same number touch, they merge into one. When 2048 tile is created, the player wins!
Rock-Paper-Scissor	Casual	\$1.99	The tablet user plays against the computer by selecting which option he/she feels will beat what the computer has. It is a simple and fun game.
Math Workout	Educational	\$2.99	This is an educational game which allows the user to practice addition, subtraction, multiplication, and division.
Indy 500 Arcade Racing (JPAY Edition)	Racing	\$7.99	This is a 3D game that allows the user to race cars by tilting the player to move the proper direction. It is fun and allows the user to select their car and race course.
ExZeus 2 (JPAY Edition)	Arcade	\$7.99	It is a fantasy based game that requires the user to direct robots in their efforts to save the planet from darkness/alien war machines.
1942 Pacific Front	Strategy	\$7.99	This is another strategy game where the user must direct their troops and naval equipment to beat the enemy.
Clouds&Sheep	Simulation	\$6.99	The user must take care of their flock of sheep by controlling the weather, planting and growing food, and exercise their sheep. If the sheep are not taken care of, the user will lose their sheep.
Save the Puppies	Puzzle	\$5.99	The user must save the puppies from the mean dogcatcher. They can do this by collecting needed items for points and making their way through the maze to free the puppy at the end.

- (i) IDOC may require the removal / deletion of any video game at any time for any security or safety reason.

- (ii) As additional video games are developed and ready for deployment by JPay, JPay may present such new games to IDOC for review and if approved by IDOC in writing, JPay may launch such games via the Game Store on a date determined by JPay without additional need of an amendment.
- (iii) Inmates will be able to preview, purchase and download video games, subject to the following conditions:
 - a. Games will be available only to IDOC Inmates who have access to wall-based kiosks;
 - b. If through technology and programming or some alternative means acceptable to IDOC, JPay can make the Game Store available to Inmates who are allowed to access the system using wireless connectivity, JPay will do so at its earliest opportunity without an additional amendment.
 - c. Except for inherent JP5 memory limitations, there shall be no limitations on the number of games an Inmate can purchase."

This Amendment Five shall be effective as of November 1, 2015.

IN WITNESS WHEREOF, the Parties have caused this Amendment Five to be executed by their respective duly authorized agents.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, Vice President & General Manager

Date: 28 Oct 2015

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Kevin H. Kempf, Director

Date: 11-3-15

CO14—017 AMENDMENT SIX

THIS AMENDMENT SIX to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, is dated March 17, 2016, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several SOP provisions of the Agreement, including §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to Inmates through which Inmates can purchase and download approved video games; and

WHEREAS, the Parties through this Amendment Six desire to correct section reference errors in Amendment Four and Amendment Five; and

WHEREAS, in order to ensure compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) ("FCC Order"), through this Amendment Six the Parties will modify the approved call types as set forth in Sections 13.1 and 14.1(i) of the Agreement, adjust the ADP Fee as noted in Section 16.1 of the Agreement, add an adjustment matrix for the ADP Fee based on calling minutes used, adjust the per minute calling rate for all call types as set forth on Exhibit 1, and adjust applicable deductions fees and charges as set forth on Exhibit 3.

NOW THEREFORE, for valuable consideration, the Parties mutually agree to further amend the Agreement as follows:

- 1. Removal of Collect Calling Option.** Section 13.1 of the Agreement is hereby modified to remove the requirement to offer a standard collect calling option for outgoing calls, effective as of **July 1, 2016**. The ICS module will continue to support prepaid collect and inmate debit calling options as set forth in Section 13.1 of the Agreement. The collect calling option will be removed on July 1, 2016 even if the FCC Order is stayed or otherwise becomes unenforceable.

2. **Correction – Amendment Four.** The new Section 13.7 eCards as set forth in Amendment Four is listed incorrectly and is hereinafter corrected to read **13.8 eCards**.
3. **Correction Amendment Five.** The new Section 13.8 The Game Store as set forth in Amendment Five is listed incorrectly and is hereinafter corrected to read **13.9 The Game Store**.
4. **ICS module offerings.** Section 14.1(i) of the Agreement is hereby modified to remove the requirement to offer a standard collect calling option for outgoing calls, effective as of **July 1, 2016**. The ICS module will continue to support prepaid collect and inmate debit calling options as set forth in Section 14.1(i) of the Agreement.
5. **ADP Fee.** Section 16.1 of the Agreement is hereby amended to reflect a new ADP Fee of \$13.65 per Inmate per month. The new ADP Fee rate is effective as of **July 1, 2016** and will be applied to the July, 2016 ADP Fee payment (paid in August, 2016).
6. **ADP Fee Adjustment.** A new Section 16.4 is hereby added to the Agreement immediately following the existing Section 16.3 and shall read as follows:

“16.4 ADP Fee Adjustment. Beginning **July 1, 2016**, the Parties will monitor the average phone minutes used per month and review such volume every four months to determine if an ADP Fee adjustment is required. The per month phone minute average is determined by taking the total number of billed minutes divided by the average daily population for the month. If the per month phone minute average for four consecutive months is equal to or greater than 340 minutes, the ADP fee will automatically be raised to \$14.91 per Inmate per month beginning the next month. If the per month phone minute average drops below 340 for four consecutive months, the ADP fee will return to \$13.65 beginning the next month.

By way of example only, if the ADP Fee is \$13.65 and the Parties review of the per month phone minute average for June at 345, July at 330, August at 350 and September at 342, the ADP Fee would be raised beginning in October to \$14.91 because the four month average is 341.75.

The ADP Fee will be reviewed and adjusted, if appropriate, once every four months throughout the term of the Agreement; and will follow this pattern: Jul-Oct, Nov-Feb and Mar-Jun.”

7. **Exhibit 1 – ICS Pricing.** Exhibit 1 – ICS Pricing as set forth in the Agreement is hereby deleted and shall be replaced by the **Revised Exhibit 1 – ICS Pricing**, attached hereto and incorporated herein, effective as of **June 1, 2016**.
8. **Exhibit 3 – Deductions, Fees and Charges.** Exhibit 3 – Deductions, Fees and Charges as set forth in the Agreement is hereby deleted and shall be replaced by the **Revised Exhibit 3 – Deductions, Fees and Charges**, attached hereto and incorporated herein, effective as of **March 17, 2016**.

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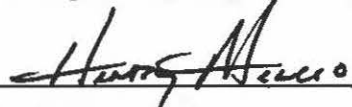
IN WITNESS WHEREOF, the Parties have caused this Amendment Six to be executed by their respective Authorized Representative.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, Vice President & General Manager

Date: 5/10/2016

THE STATE OF IDAHO
Idaho Department of Correction

By: 
~~Kevin H. Kempf, Director~~
HENRY ATENCIO, Deputy Director

Date: 5/13/16

REVISED EXHIBIT 1 – ICS PRICING

Effective as of June 1, 2016

Phone Call Pricing for All Facilities

Call Type	Prepaid		Inmate Debit (commissary or DirectLink Trust)		Collect (collect will NOT be offered after June 30, 2016)	
	set up fee	per minute rate	set up fee	per minute rate	set up fee	per minute rate
Local	\$ -	\$0.11	\$ -	\$0.11	\$ -	\$0.14
In-state	\$ -	\$0.11	\$ -	\$0.11	\$ -	\$0.14
State-to-State	\$ -	\$0.11	\$ -	\$0.11	\$ -	\$0.14
International	\$ -	\$0.80	\$ -	\$0.80	\$ -	\$0.80

REVISED EXHIBIT 3 – DEDUCTIONS, FEES AND CHARGES

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

Fees and Charges			
Description	Amount	Type / Frequency	Who Pays?
Account Funding Fee - Convenience Fee – LIVE AGENT	5.95	Per prepaid collect funding event where the public uses an ICS employee to process payment	friends and family
Account Funding Fee – Convenience Fee – IVR	\$3.00	Per prepaid collect funding event where the public uses the ICS automated interactive voice response (IVR) system to process payment	friends and family
Account Funding Fee – Convenience Fee – WEB	\$3.00	Per prepaid collect funding event where the public uses the Internet to process payment	friends and family
Bill Statement Fee	\$2.00	Traditional collect only - per monthly billing statement. Single charge no matter how many calls are received in any given month	friends and family
Account Funding through 3rd parties (Western Union)	5.50 (WU Swift Pay) \$9.95 (WU Quick Collect)	Per funding event. These are negotiated rates with WU and are passed through with no CenturyLink upcharge.	friends and family
Government-Mandatory Taxes and Fees	Charged to customer as pass-through only	Per call as applicable	friends and family

SUMMARY OF FEES AND POLICIES □

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

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

In addition, CenturyLink shall not impose any minimum funding requirements nor set any maximum funding ceilings on any deposit or payment transaction

CO14—017 AMENDMENT SEVEN

THIS AMENDMENT SEVEN to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, is dated March 17, 2017, is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 (*recodified at and superseded by* Idaho Code § 67-9205 (2016)) and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several SOP provisions of the Agreement, including §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to Inmates through which Inmates can purchase and download approved video games; and

WHEREAS, through Amendment Six the Parties corrected section reference errors in Amendment Four and Amendment Five; ensured compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) ("FCC Order"), modified the approved call types as set forth in Sections 13.1 and 14.1(i) of the Agreement, adjusted the ADP Fee as noted in Section 16.1 of the Agreement, added an adjustment matrix for the ADP Fee based on calling minutes used, adjusted the per minute calling rate for all call types as set forth on Exhibit 1, and adjusted applicable deductions fees and charges as set forth on Exhibit 3; and

WHEREAS, through this Amendment Seven the Parties desire to (i) correct a Standard Operating Procedure ("SOP") reference in §5; (ii) amend §10.11 to establish a health check report; (iii) provide for tax exempt status for certain inmates at the ICI-O Facility; (iv) amend the reporting requirements set forth on Appendix C of Amendment One; and (v) amend the stamp e- stamp price set forth on Exhibit 4 of Amendment Two.

NOW THEREFORE, for valuable consideration the Parties hereto mutually agree as follows:

1) **Standard Operating Procedures:** The Parties hereto correct the reference to the SOP identified in subpart 5.(ii), by deleting the term "SOP 114.04.02.001 Funds: Inmate" and substituting therefor the term "SOP 114.03.03.24 Funds: Inmate."

2) **System Health Checks and Post-Acceptance Up-Time.** Section 10.11 of the Agreement is hereby deleted in its entirety and the following substituted therefor:

"10.11 System Health Checks and Post-Acceptance Up-Time. CenturyLink will regularly and routinely perform system health checks which monitor the overall Technology Solution to ensure it is functioning as intended. CenturyLink will, subject to events of Force Majeure, ensure that the Technology Solution per Facility shall not be unavailable for more than fifty-three (53) minutes per year per Facility ("Post-Acceptance Up-Time").

To help identify Post-Acceptance Up-Time, and in addition to those reports listed in Section 8.5, Reporting Requirements, CenturyLink shall provide the Contract Administrator with a "Network Report" that provides the circuit availability percentage and the bandwidth utilization percentage for each circuit supporting the Technology Solution. Reporting requirements for the Network Report are set forth on Appendix C – Reports. Other reports may be developed and provided over time as requested by IDOC and mutually agreed to by the Parties."

3) **Tax Exempt.** A new Section 12.3 Tax Exemption is hereby added to the Agreement immediately following the §12.2 and shall read as follow:

"12.3 Tax Exemption. Under current state law, as set forth in IDAPA 35.01.02.091, Native Americans "may make sales tax free purchases if these purchases are made within the boundaries of an Indian Reservation. The retailer must insist upon proof of the fact that a purchaser is an enrolled member of an Indian tribe." The ICI-O Facility is located within Nez Perce reservation boundaries; therefore, when required by state law, JPay shall not collect from enrolled members of Indian tribes who are housed at the ICI-O Facility any state sales tax on JPay purchases.

Inmates claiming this exemption will provide IDOC with paperwork supporting their claim as a registered Native American (*i.e.*, member of an Indian tribe) and complete the proper Idaho State Tax Commission Form Exemption Certificate (ST-101). The Contract Manager will provide JPay with a current list of Inmates claiming the sales tax exemption, with all completed ST-101 forms. Upon determining eligibility for tax exempt status, JPay will cease charging state sales tax to those inmates. In the case of an eligible inmate's request for repayment of prior sales tax collected by JPay, JPay will promptly refund any paid state sales tax to the inmate through the inmate's JPay account. JPay shall maintain all retailer records required to confirm tax-exempt status, respond to tax inquiries and audits, and comply with all applicable tax laws."

4) **Appendix C**, as amended through Amendment One, is hereby deleted in its entirety and replaced with the **Replacement Appendix C**, attached hereto and incorporated herein.

5) **Exhibit 4**, as created through Amendment Two, is hereby deleted in its entirety and the replaced with the **Replacement Exhibit 4**, attached hereto and incorporated herein.


IN WITNESS WHEREOF, the Parties have caused this Amendment Seven to be executed by their respective Authorized Representative and effective as of the last signature noted below.

CenturyLink Public Communications, Inc.

By: 
Paul N. Cooper, Vice President & General Manager

Date: 4/21/2017

THE STATE OF IDAHO
Idaho Department of Correction

By: 
Henry Atencio, Director

Date: 05/08/2017

Appendix C – Reports

Report Description: Service Level Report

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

Requirements: CenturyLink shall maintain in Excel or other mutually acceptable and searchable format, documentation of Priority Level One tickets. Such report shall contain, at a minimum:

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

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

Report Description: Grievance Log

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

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

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

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

Report Description: Network Report

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Quarterly as follows

- Jan-Mar due by April 15th
- Apr-Jun due by July 15th
- Jul-Sep due by Oct 15th
- Oct-Dec due by Jan 15th

Requirements: CenturyLink shall maintain in Excel or other mutually acceptable and searchable format, a network Report shall contain information substantially similar to that noted in the table below and shall include a cumulative average at the bottom totaling all Facilities.

Circuit ID	Facility	Circuit Availability %	Bandwidth Utilization %
DS1IT-17189828	CAPP	99.66	9.53
DS1IT-17189819	ISCI	98.75	9.43

EXHIBIT 4 – ECS PRICING, FEES AND DEDUCTIONS

There shall be no cost to the Inmate or the outside third party to retrieve/view an email. There shall be no cost to the Inmate to retrieve, save, download or view a photo or VideoGram or to save them to/from the digital device or access via the kiosk.

A. **Usage Pricing:** The following table represents the number of e-stamps required to send an email, photo and VideoGram:

<u>ECS Function</u>	<u>Inmate Initiated (outbound)</u>	<u>Public Initiated (inbound)</u>
Email	One (1) e-stamp/email	One (1) e-stamp/email
Photo Attachment	n/a	One (1) e-stamp/photo plus email
Videogram	n/a	Two (2) e-stamps plus email
eCard (one)	One (1) e-stamp plus email	One (1) e-stamp plus email

ECS functionality is cumulative based on functionality used. By way of example, if a member of the public sends an email to an Inmate with one photo and one VideoGram attached, the public would spend four (4) e-stamps in total for the one communication - 1 for the email, 1 for the photo and 2 for the VideoGram). The sender will be charged the appropriate number of e-stamps for each recipient the email, photo or VideoGram is sent to. By way of example, if Mrs. Jones sends one email to three Inmates, she will be charged three (3) e-stamps. VideoGrams may be sent without being attached to an email. Photos must be attached to an email however if no text is included, the sender is charged only one e-stamp for the photo.

One e-stamp will send one page of text (approximately 6,000 characters) and for each additional page sent the sender will be charged one additional e-stamp.

B. **Purchase Pricing:** The following table represents the cost to buy e-stamps under the Agreement and represents a volume discount. E-stamps have a minimum 5-e-stamp purchase threshold.

<u>Item</u>	<u>Inmate Purchased</u>	<u>Public Purchased</u>
E-stamps	\$2.35 for 5 e-stamps	\$2.35 for 5 e-stamps
.....	\$4.70 for 10 e-stamps	\$4.70 for 10 e-stamps
.....	\$6.75 for 15 e-stamps	\$6.75 for 15 e-stamps
.....	\$8.60 for 20 e-stamps	\$8.60 for 20 e-stamps
.....	\$20.00 for 50 e-stamps	\$20.00 for 50 e-stamps
JP5 Mini Tablet	\$49.99 plus applicable taxes	\$49.99 plus applicable taxes
Digital Music	\$1.29 - \$1.99/song	\$1.29 - \$1.99/song
.....	Discounted for full albums	Discounted for full albums
JP5-S Tablet	\$129.99 plus applicable taxes	\$129.99 plus applicable taxes

C. **Fees and Charges:** The following table represents those fees and charges that can be charged to any Inmate or friend or family member and no other fees, charges or deductions are authorized:

<u>Description</u>	<u>Amount</u>	<u>Type/Frequency</u>	<u>Who Pays</u>
E-stamp purchase (\$2.35 min. purchase for 5 e-stamps)	none	none	n/a
JP5 Purchase	none	none	n/a
Friends & family paid fee for funding an Inmate JPay account:			
Web based purchases	\$3.50	per transaction	friends & family
Customer Service purchases	\$4.50	per transaction	friends & family

Document Name: CO14-017 Amendment Seven

Contractor: CenturyLink

J.McKay

Date:

5/4/17

K.Frasher

Date:

5-4-17

P.Donaldson

Date:

5/4/17

Legal (E.MacMaster)

Date:

5/5/17

Comments/Notes

(i) correct a Standard Operating Procedure ("SOP") reference in §5; (ii) amend §10.11 to establish a health check report; (iii) provide for tax exempt status for certain inmates at the ICI-O Facility; (iv) amend the reporting requirements set forth on Appendix C of Amendment One; and (v) amend the e-stamp price set forth on Exhibit 4 of Amendment Two

CO14—017 AMENDMENT EIGHT

THIS AMENDMENT EIGHT to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated July 1, 2017 is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties."

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 (*recodified at and superseded by* Idaho Code § 67-9205 (2016)) and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several SOP provisions of the Agreement, and amended §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to Inmates through which Inmates can purchase and download approved video games; and

WHEREAS, through Amendment Six the Parties corrected section reference errors in Amendment Four and Amendment Five; ensured compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) ("FCC Order"); modified the approved call types as set forth in §§ 13.1 and 14.1(i) of the Agreement; adjusted the ADP Fee as noted in § 16.1 of the Agreement added an adjustment matrix for the ADP Fee based on calling minutes used; adjusted the per minute calling rate for all call types as set forth on Exhibit 1; and adjusted applicable deductions fees and charges as set forth on Exhibit 3; and

WHEREAS, through Amendment Seven the Parties corrected a Standard Operating Procedure ("SOP") reference in §5; amended §10.11 to establish a health check report; provided for tax exempt status for certain inmates at the ICI-O Facility; amended the reporting requirements set forth on Appendix C of Amendment One; and amended the e-stamp price set forth on Exhibit 4 of Amendment Two; and

WHEREAS, through this Amendment Eight the Parties desire to (i) add SOP 315 to the list of applicable operating standards; (ii) replace §§ 9.1 and 9.3 to reflect proper procedures for backgrounds and fingerprints; (iii) add a new digital device offering and promotional purchase opportunity; and (iv) update the ADP Fee section and provide the applicable payment tiers.

NOW THEREFORE, for valuable consideration the Parties hereto mutually agree as follows:

1) **Standard Operating Procedures:** Section 5, Operating Standards and Applicable SOP, as previously amended through Amendment One and Amendment Three, is hereby amended to include the following SOP immediately following subsection (xx):

“(xxi) SOP 315.02.01.001 Suicide Risk Management and Intervention”

2) **Background Checks:** Section 9.1 Background Checks of the Agreement is hereby deleted in its entirety and the following substituted therefor:

“9.1 Background Checks

IDOC requires a minimum of thirty (30) business days from IDOC’s receipt of required information to complete background checks. CenturyLink shall provide all required information on the then-current IDOC background form and email it to IDOC’s Office of Professional Standards at backgrounds@idoc.idaho.gov or hand deliver it to 1299 N. Orchard Street, Suite 110, Boise, Idaho, at least thirty (30) business days in advance of the need for access. Each submission must include the appropriate submittal form. CenturyLink shall provide the Contract Administrator with written notice of all background checks submitted by providing the date submitted and the individual’s first and last name. Once the background check has been completed, IDOC will notify CenturyLink of each clearance or denial.

All Service Personnel are subject to re-backgrounding every three (3) years or sooner if IDOC deems it appropriate. If CenturyLink becomes aware of any Service Personnel individual who is arrested for any reason, CenturyLink shall immediately notify the Contract Administrator. IDOC will review the situation and determine if that individual can continue to service IDOC Facilities or if access privileges will be revoked.”

3) **Background Check / Fingerprinting Fees:** Section 9.3 Background Check / Fingerprinting Fees of the Agreement is hereby deleted in its entirety and the following substituted therefor:

“9.3 Background Check / Fingerprinting Fees

CenturyLink will be charged for each background check / fingerprint processed on its behalf or for any approved Subcontractor. Background fees are charged at the then-current IDOC rate. Charges for fingerprinting are made on a pass through basis to CenturyLink as charged to IDOC by Idaho State Police. CenturyLink will be invoiced by IDOC on a monthly basis for all backgrounds / fingerprinting completed for the prior month, payable net 30 days of receipt of invoice. Payment can be made by check or by electronic transfer (e.g. ACH / EFT) as mutually agreed in writing. Pursuant to 28 C.F.R. § 20.33 CenturyLink shall not be entitled to the dissemination of any criminal history record information obtained as part of the backgrounding process.”

4) **13.5 Digital Players.** References to the “JP4” in Section 13.5 as set forth in Amendment 2 are hereinafter changed to read “JP5 mini”.

5) **Digital Player Upgrades.** Section 13.5 Digital Players, subpart (iv) Upgrades is hereby deleted and the following substituted therefor:

“(iv) As permitted under **Section 13.5 Digital Players** of the Second Amendment, the IDOC has approved the introduction of another JPay digital device commonly referred to as the JP5s 7” tablet; hereinafter the “JP5s”. The JP5s shall sell for \$129.99 plus tax and will be available to all IDOC inmates as of July 1, 2017. The JP5 mini remains available at \$49.99 plus tax. IDOC inmates can own one JPay digital device at a time.

6) **13.5(v) Promotional Opportunity – JP5s:** A new Section 13.5(v) Promotional Opportunity is hereby added to the Agreement immediately following Section 13.5(iv) Upgrades and shall read as follows:

“(v) Promotional Opportunity: From July 1, 2017 through August 30, 2017 IDOC inmates shall have the opportunity to purchase the JP5s at a discounted rate of \$80.00.

(a) Inmates who currently own a JP5 mini will be able to purchase a JP5s tablet for \$80.00 plus tax during a 60 day promotional period (July 1 – Aug 31, 2017) and such JP5s shall replace the inmate’s JP5 mini. After the 60 day promotional period all inmates will pay \$129.99 plus tax for the JP5s.

(b) First time buyers (those who do not own a JP5 mini) will pay \$129.99 plus tax for the JP5s.

(c) All accessories are compatible with JP5s *except* for the power adaptor, the screen protector and arm band. The JP5s comes with a separate power adaptor. Inmates can purchase a screen protector from JPay for the JP5s. Armbands are not available for the JP5s.

(d) JPay will ensure that all content from the JP5 mini is automatically transferred to the JP5s tablet once it is credentialed (set up) at the kiosk.

(e) It is acknowledged that under the JPay system, inmates are permitted only one active digital device at any given time. Therefore, inmates who currently own a JP5 mini and elect to purchase the JP5s tablet will have their JP5 mini malfunctioned (shut down) by JPay.

- During the 60 day promotional period, IDOC Property staff will collect the JP5 mini (plus the power adaptor and USB) when the JP5s tablet is delivered and will subsequently send the collected players back to JPay at JPay’s cost and expense. Inmates must also mail out, at their expense, the armband and any screen protectors they may have for the JP5 mini.
- After the 60 day promotional period, inmates who elect to purchase a JP5s are responsible for mailing their JP5 mini, power adaptor, USB, armband and screen protectors out of the facility to friends or family at the inmate’s expense.
- JPay will ensure that its customer service representatives have the necessary information to assist friends or family on how to have the security features removed from the JP5 mini.”

7) **ADP Fee:** **Section 16.1 ADP Fee** of the Agreement, as amended through Amendment Six, is hereby deleted in its entirety and the following substituted therefor:

“16.1 ADP Fee

Beginning July 1 2017, the ADP Fee will be raised to \$16.19/inmate/month.

Throughout the term the Parties will monitor the average phone minutes used per month and review such volume every four months to determine if an ADP Fee adjustment is required. The per month phone minute phone average is determined by taking the total number of billed minutes divided by the average daily population for the month.

If the per month phone minute average for four consecutive months is lower than 340 the ADP fee will automatically be adjusted based on the table below:

Minutes/Inmate/Month.....	ADP Fee
= / > 340	\$16.19
330.0 to 339.9	\$15.42
320.0 to 329.9	\$14.32
<320	renegotiate in good faith

The ADP Fee will be reviewed and adjusted, if appropriate, once every four months throughout the term of the Agreement; and will follow this pattern: Jul-Oct, Nov-Feb and Mar-Jun.”

8) **Exhibit 4 – ECS Pricing, Fees and Deductions:** The statement under “Future Offerings in 2015*” on **Exhibit 4, ECS Pricing, Fees and Deductions** as added through Amendment Two is deleted in its entirety and the following substituted therefor:

“Future Offerings

JP5s Digital Tablet \$129.99 plus applicable taxes (public and inmates) – available July 1, 2017”

No other changes to Exhibit 4 are being made.

[the balance of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment Eight to be executed by their respective Authorized Representative and effective as of the last signature noted below.

CenturyLink Public Communications, Inc.

By: 

Date: 6/30/2017

Paul N. Cooper, Vice President & General Manager

THE STATE OF IDAHO

Idaho Department of Correction

By: 

Date: 07/06/2017

Henry Atencio, Director

CO14—017 AMENDMENT NINE

THIS AMENDMENT NINE to Agreement CO14-017 for **Inmate Communication and Kiosk-Based Technology Access**, dated June 25, 2018 is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the “Parties”.

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 (*recodified at and superseded by* Idaho Code § 67-9205 (2016)) and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several SOP provisions of the Agreement, and amended §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to inmates through which inmates can purchase and download approved video games; and

WHEREAS, through Amendment Six the Parties corrected section reference errors in Amendment Four and Amendment Five; ensured compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) (“FCC Order”); modified the approved call types as set forth in §§ 13.1 and 14.1(i); adjusted the ADP Fee as noted in § 16.1; adjusted the per minute calling rate for all call types as set forth on Exhibit 1; and adjusted applicable deductions fees and charges as set forth on Exhibit 3; and

WHEREAS, through Amendment Seven the Parties corrected a Standard Operating Procedure (“SOP”) reference in §5; amended §10.11 to establish a health check report; provided for tax exempt status for certain inmates at the ICI-O Facility; amended the reporting requirements set forth on Appendix C of Amendment One; and amended the e-stamp price set forth on Exhibit 4 of Amendment Two; and

WHEREAS, through Amendment Eight the Parties added a new SOP to the list of applicable operating standards; replaced §§ 9.1 and 9.3; added the JP5s 7” tablet as an approved digital device; and updated § 16.1 to provide for ADP Fee payment tiers; and

WHEREAS, through this Amendment Nine, the Parties desire to (i) launch video telephone calls and outbound VideoGrams; (ii) replace the former contractor training course with

a new NEO course; (iii) update the cordless phone requirements; (iv) add a refund requirement for JPay; (v) add cyber liability and security insurance and indemnification requirements; (vi) update and add definitions in Appendix A; and (vii) replace Appendix C.

NOW THEREFORE, for valuable consideration the Parties hereto mutually agree as follows:

1) **Additional Features - Video Calls.** The existing § 3.2(x) is hereby deleted in its entirety and the following substituted therefor:

“(x) Remote (off-site) video calls for personal visits with family and friends: Pilot sites (NICI, ICIO, PWCC and SAWC): approx. June 26 through July 31, 2017. State-wide launch begins August 1, 2018 and will be a rolling start based on a schedule developed by IDOC.”

2) **Additional Features – Outbound VideoGrams.** A new § 3.2 (xv) is hereby added to the Agreement immediately following the current § 3.2 (xiv) and shall read as follows:

“(xv) Outbound (inmate) VideoGrams or other similar “instant messaging” type service for short videos sent by the inmate through the kiosk to friends and family who may access such videos on their mobile devices through JPay’s mobile application for iOS and Android devices. – August 1, 2018”

3) **Contractor Training Course (CTC).** Section 6.2, as amended through Amendment One, is hereby deleted in its entirety and the following substituted therefor and includes a section title change:

“6.2 New Employee Orientation (NEO)

All Service Personnel are required to attend an IDOC New Employee Orientation (NEO) training session within six (6) months of hire. This course is designed to familiarize individuals with the IDOC and the correctional environment, security requirements, how to safely interact with and engage with Inmates, what to do in an emergency, grooming and manipulation, and other similar topics. Service Personnel working in IDOC facilities who attended the IDOC-sponsored training prior to September 2017 are exempt. Service Personnel hired after September 2017 are required to attend NEO just once during their course of employment. There is no charge for Service Personnel to attend NEO; however, CenturyLink is responsible for all wages and expenses associated with Service Personnel’s attendance at this training. PREA is included in NEO course curriculum so Service Personnel will not also have to attend an initial PREA training as noted in §6.1 but will be required to attend an in-person IDOC PREA refresher training every two years.”

4) **Cordless Mobile Phones.** Section 11.3(i) is hereby deleted in its entirety and the following substituted therefor:

“(i) Cordless Mobile Phones. Cordless phones introduced into IDOC facilities can be of whatever make or model CenturyLink determines works best with the deployed inmate phone system. CenturyLink acknowledges that any cordless phone that is not correctional grade may require much more frequent replacement or repair at its sole cost and expense. Any cordless phone introduced into any facility housing unit must have the auto redial and memory or recall features disabled before deploying into the unit. The On-Site Rep shall ensure that Inmates are not able to see or access another Inmate's calling information. The

cordless mobile phone solution may utilize an unlicensed portion of the 900 MHz bandwidth and cannot interfere in any way with radios or other communication equipment used by Facilities. CenturyLink will ensure that each cordless mobile phone has a minimum of six (6) hours of active talk time plus 50 hours of standby battery power. CenturyLink will promptly replace any battery and/or cordless mobile unit that does not meet this minimum talk time level or any cordless phone which is damaged or otherwise nonoperational."

5) **JPay purchases and Refunds.** A new Section 12.2(iii) is hereby added to the Agreement immediately following the existing § 12.2(ii) and shall read as follows:

"(iii) JPay purchases and Refunds. Purchased media content (e.g. music, games, news, etc.) shall be delivered to the purchasing inmate within 72 hours of purchase confirmation. In the event the purchased media content is not performing as designed, as determined by JPay, JPay shall rectify the problem within thirty (30) business days of JPay's first determination that such content is not performing as intended (the "Correction Period"). If the problem is not resolved within the Correction Period, JPay shall refund the inmate the purchase price of the non-performing media content, which may include partial amounts, if applicable (such as the refunding of non-performing single track in a full album), within fifteen (15) calendar days following the Correction Period."

6) **Insurance:** Section 19.17 is hereby deleted in its entirety and the following substituted therefor:

"19.17 Insurance

The insurance requirements set forth below apply to CenturyLink. CenturyLink shall ensure that any service level agreement or other similar contract with any Subcontractor providing services, support or hardware/software associated with the Technology Solution contains insurance and indemnification requirement appropriate for the types of services, support or hardware / software being provided under the Agreement.

(i) **Insurance**

- a. Employer's Liability Insurance in the amount of five million dollars (\$5,000,000.00) per occurrence.
- b. Workers Compensation - CenturyLink shall comply with all Workers Compensation requirements in the State of Idaho. For worker's compensation insurance, CenturyLink shall provide either a certificate of worker's compensation insurance issued by a surety or insurance carrier licensed to write worker's compensation insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. Coverage shall include a waiver of subrogation in favor of the State, its officers, employees, agents, and volunteers, and the IDOC and its board, officers, employees, agents and volunteers for losses caused by and to the extent of CenturyLink's negligence.
- c. Commercial General Liability Insurance to include premises and operations, personal and advertising injury, products and completed operations, liability assumed under an insured contract, and independent contractors with bodily

injury liability and property damage liability in the amount of five million dollars (\$5,000,000.00) per occurrence. Coverage shall include additional insured status and a waiver of subrogation in favor of the State, its officers, directors, employees, agents, and volunteers and the IDOC and its board, officers, employees, agents and volunteers for losses caused by and to the extent of CenturyLink's negligence.

- d. Commercial Automobile Liability for bodily injury and property damage including coverage for all owned, hired, and non-owned automobiles with combined single limit amount of five million dollars (\$5,000,000.00) per occurrence. Coverage shall include additional insured status in favor of the State, its officers, directors, employees, agents, and volunteers and the IDOC and its board, officers, employees, agents and volunteers for losses caused by and to the extent of CenturyLink's negligence.
- e. Employee Dishonesty coverage in the amount of one million (\$1,000,000) per occurrence listing the State and the IDOC as Joint Loss Payee.
- f. Cyber Liability and Security Insurance covering Stored Information, Confidential Information, or Cyber Data accessed, created, or received by Century Link or its Subcontractors with minimum liability limits of \$5,000,000 per occurrence and provide coverage for the following risks (collectively, "cyber-security liabilities"):
 - i. Liability arising from theft, dissemination, and/ or use of Stored Information, Confidential Information, or Cyber Data
 - ii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon
 - iii. Information or identity theft, misuse of, or unauthorized disclosure of Stored Information, Confidential Information, or Cyber Data;
 - iv. Loss of, denial of access to, outages, spread of viruses, and attacks on, damage to, alteration of or destruction of Stored Information, Confidential Information, or Cyber Data;
 - v. Infringement of intellectual property, including but not limited to, copyright, trademark, multimedia/media, or trade dress infringement or violations;
 - vi. Invasion of privacy or the unauthorized release of private information; and
 - vii. Extortion or threats of extortion.

Coverage shall include a waiver of subrogation in favor of the State, its officers, directors, employees, agents, and volunteers and the IDOC and its board, officers, employees, agents and volunteers for losses caused by and to the extent of CenturyLink's negligence.

- g. Breach response and sublimit of a minimum of \$5,000,000 of the Cyber Liability and Security Insurance which must cover all reasonable breach response costs and expenses for cyber-security liabilities, including but not limited to, investigation, remediation, or victim notification, call management, credit monitoring and credit checking, legal costs, court attendance and regulatory fines.

The IDOC shall be notified in writing whenever there are any terminations of insurance coverages, herein and shall promptly replace such coverage in accordance with the terms hereof, providing the IDOC with new certificates as appropriate. Notwithstanding the foregoing, if CenturyLink maintains broader coverage or higher limits than the minimums shown above, CenturyLink shall ensure that the IDOC and State of Idaho are covered by the broader coverage or higher limits. Limits of insurance required herein may be any combination of primary and excess policies.

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

7) **Cyber Breach Notification.** A new section 19.34 is hereby added to the Agreement immediately followings the current Section 19.33 and shall read as follows:

“19.34 Cyber Breach Notification. In the event of a known or suspected breach, hack or loss (collectively “Cyber Breach”) of Stored Information, Confidential Information, or Cyber Data, CenturyLink must provide the IDOC with written notice within twenty-four (24) hours of any known or reasonably suspected Cyber Breach. Such notice shall include the date(s) of the suspected Cyber Breach and a delineation of the type of data or information which was or which may have been targeted, compromised, or stolen, or which may have been compromised due to unauthorized disclosure or improper use. Within five business days of the notification, CenturyLink shall provide the IDOC with a written and time bound corrective action plan to correct identified failures and a proof copy of the proposed public and/or stakeholder communication response plan for IDOC review and approval.”

(i) **Stored Information.** The Parties hereby delete in its entirety the definition of Stored Information as set forth on Appendix A and substitute the following therefor:

“Stored Information - Any and all data, information, call details, emails, photos, videos, and all records and media, regardless of its source of origination or medium, customer financial transactions and personal information, and all other content, confidential or otherwise, however obtained, captured, maintained, recorded, retained, stored or archived through the Technology Solution.”

(ii) **Cyber Data:** The Parties hereby add the following definition to Appendix A:

“Cyber Data – Any and all electronically based data and financial information related to Inmate or customer accounts.”

8) Appendix C, as amended through Amendment One and Amendment Seven, hereby deleted in its entirety and replaced with the **Replacement 2 Appendix C**, attached hereto and incorporated herein.

9) Exhibit 4, as created through Amendment Two and modified by Amendment Seven is hereby deleted in its entirety and replaced with the **Replacement Exhibit 4.1**, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment Nine to be executed by their respective Authorized Representative and effective as of the last signature noted below.

CenturyLink Public Communications, Inc.

By: _____

Date: 6/20/2018

Paul N. Cooper, Vice President & General Manager

THE STATE OF IDAHO

Idaho Department of Correction

By: _____

Date: 06/28/2018

Henry Atencio, Director

REPLACEMENT 2 – APPENDIX C

Appendix C – Reports

Report Description: Service Level Report

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

Requirements: CenturyLink shall maintain in Excel or other mutually acceptable and searchable format, documentation of Priority Level One tickets. Such report shall contain, at a minimum:

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

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

Report Description: Grievance Log

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Monthly

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

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

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

Report Description: Attorney Number Certification

Report Format: Letterhead

Report Due: Semi-Annual (within 30 days of uploads in Nov and May)

Requirements: A letter signed by an authorized officer certifying that attorney numbers loaded in the Technology Solution are up to date (based on the most recent upload and are properly flagged as 'Privileged, Do Not Record.'

Report Description: Network Report

Report Format: Excel or other mutually acceptable, searchable format

Report Due: Quarterly as follows

- Jan-Mar due by April 15th
- Apr-Jun due by July 15th
- Jul-Sep due by Oct 15th
- Oct-Dec due by Jan 15th

Requirements: CenturyLink shall maintain in Excel or other mutually acceptable and searchable format, a network Report shall contain information substantially similar to that noted in the table below and shall include a cumulative average at the bottom totaling all Facilities.

Circuit ID	Facility	Circuit Availability %	Bandwidth Utilization %
DS1IT-17189828	CAPP	99.66	9.53
DS1IT-17189819	ISCI	98.75	9.43

Replacement EXHIBIT 4.1 – ECS PRICING, FEES AND DEDUCTIONS

There shall be no cost to the Inmate or the outside third party to retrieve/view an email. There shall be no cost to the Inmate to retrieve, save, download or view a photo or VideoGram or to save them to/from the digital device or access via the kiosk.

A. **Usage Pricing:** The following table represents the cost, in e-stamps to use the kiosk system:

<u>ECS Function</u>	<u>Inmate Initiated (outbound)</u>	<u>Public Initiated (inbound)</u>
Email	One (1) e-stamp/email	One (1) e-stamp/email
Photo Attachment	n/a	One (1) e-stamp/photo plus email
Videogram	Two (2) e-stamps	Two (2) e-stamps
eCard (one)	One (1) e-stamp plus email	One (1) e-stamp plus email

ECS functionality is cumulative based on functionality used. By way of example, if a member of the public sends an email to an Inmate with one photo and one VideoGram attached, the public would spend four (4) e-stamps in total for the one communication - 1 for the email, 1 for the photo and 2 for the VideoGram). The sender will be charged the appropriate number of e-stamps for each recipient the email, photo or VideoGram is sent to. By way of example, if Mrs. Jones sends one email to three Inmates, she will be charged three (3) e-stamps. VideoGrams may be sent without being attached to an email. Photos must be attached to an email however if no text is included, the sender is charged only one e-stamp for the photo.

One e-stamp will send one page of text (approximately 6,000 characters) and for each additional page sent the sender will be charged one additional e-stamp.

B. **Purchase Pricing:** The following table represents the cost to buy e-stamps under the Agreement and represents a volume discount. E-stamps have a minimum 5-e-stamp purchase threshold.

<u>Item</u>	<u>Inmate Purchased</u>	<u>Public Purchased</u>
E-stamps.....	\$2.35 for 5 e-stamps.....	\$2.35 for 5 e-stamps
.....	\$4.70 for 10 e-stamps.....	\$4.70 for 10 e-stamps
.....	\$6.75 for 15 e-stamps.....	\$6.75 for 15 e-stamps
.....	\$8.60 for 20 e-stamps.....	\$8.60 for 20 e-stamps
.....	\$20.00 for 50 e-stamps.....	\$20.00 for 50 e-stamps
Digital Music	\$1.29 - \$1.99/song.....	\$1.29 - \$1.99/song
.....	Discounted for full albums.....	Discounted for full albums
Video Phone Call	n/a.....	\$4.99 (15 minutes max time)
JP5 Mini Tablet.....	\$49.99 plus applicable taxes	\$49.99 plus applicable taxes
JP5-S Tablet.....	\$129.99 plus applicable taxes	\$129.99 plus applicable taxes

C. **Fees and Charges:** The following table represents those fees and charges that can be charged to any Inmate or friend or family member and no other fees, charges or deductions are authorized:

<u>Description</u>	<u>Amount</u>	<u>Type/Frequency</u>	<u>Who Pays</u>
E-stamp purchase (\$2.35 min. purchase for 5 e-stamps)	none.....	none.....	n/a
JP5 Purchase	none.....	none.....	n/a

Friends & family paid fee for funding an Inmate JPay account:

Web based purchases	\$3.50	per transaction.....	friends & family
Customer Service purchases	\$4.50.....	per transaction.....	friends & family

CO14—017 AMENDMENT TEN

THIS AMENDMENT TEN to Agreement CO14-017 for **Inmate Communication and Kiosk-Based Technology Access**, dated 29 OCT, 2018 is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties".

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 (*recodified at and superseded by Idaho Code § 67-9205 (2016)*) and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several SOP provisions of the Agreement, and amended §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to Inmates through which Inmates can purchase and download approved video games; and

WHEREAS, through Amendment Six the Parties corrected section reference errors in Amendment Four and Amendment Five; ensured compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) ("FCC Order"); modified the approved call types as set forth in §§ 13.1 and 14.1(i); adjusted the ADP Fee as noted in § 16.1; adjusted the per minute calling rate for all call types as set forth on Exhibit 1; and adjusted applicable deductions fees and charges as set forth on Exhibit 3; and

WHEREAS, through Amendment Seven the Parties corrected a Standard Operating Procedure ("SOP") reference in §5; amended §10.11 to establish a health check report; provided for tax exempt status for certain inmates at the ICI-O Facility; amended the reporting requirements set forth on Appendix C of Amendment One; and amended the e-stamp price set forth on Exhibit 4 of Amendment Two; and

WHEREAS, through Amendment Eight the Parties added a new SOP to the list of applicable operating standards; replaced §§ 9.1 and 9.3; added the JP5s 7" tablet as an approved digital device; and updated § 16.1 to provide for ADP Fee payment tiers; and

WHEREAS, through Amendment Nine, the Parties launched video telephone calls and outbound VideoGrams; replaced the former contractor training course with a new NEO course;

updated the cordless phone requirements; added a refund requirement for JPay; added cyber liability and security insurance and indemnification requirements; updated and added definitions in Appendix A; and replaced Appendix C.

WHEREAS, through this Amendment Ten, the Parties desire to add an educational offering through Jail Education Solutions, Inc (dba Edovo) for a limited number of facilities and to include Jail Education Solutions, Inc (dba Edovo) as an approved Subcontractor hereunder.

NOW THEREFORE, for valuable consideration the Parties hereto mutually agree as follows:

1) **Edovo Educational Platform.** A new § 13.10 Edovo Educational Platform is hereby added immediately following the existing 13.9 Game Store, as added through Amendment Five, and shall read as follows:

“13.10 Edovo Educational Platform

CenturyLink shall make available to IDOC as an Additional Feature the Edovo educational platform (“Edovo”), inclusive of all available security protocols in accordance with §3.2 of the Agreement. Equipment, wiring, configuration and all installation needs associated with Edovo will be managed, installed, maintained and Edovo will be provided to the following Facilities as set forth below:

- (i) Facilities: IMSI and ISCC
- (ii) Tablets: 120 total to be divided as determined by IDOC
- (iii) Charging Stations: 7 total
- (iv) Wireless Access Ports: 7 total, one in each of the following units:
 - IMSI A-block, Tier 2
 - IMSI B-block, Tier 1
 - IMSI J-block, Tier 2
 - ISCC B-block, Tier 5
 - ISCC D-block, Tier 2
 - ISCC F-block, Tier 3
 - ISCC G-block, Tier 3

Edovo will provide its full education platform to IDOC. Edovo may be utilized by IDOC and IDOC inmates free of charge as long as the Agreement remains in full force and effect, including any renewals thereof, and may be expanded to other Facilities or units as mutually agreed.”

2) **Approved Subcontractor.** In accordance with Section 19.27 of the Agreement, the Parties hereto agree that Jail Education Solutions, Inc (dba Edovo) is hereinafter an approved Subcontractor and permitted to provide and support the Technology Solution.

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IN WITNESS WHEREOF, the Parties have caused this Amendment Twelve to be executed by their respective Authorized Representatives and effective as of the last signature noted below.

CenturyLink Public Communications, Inc.

By:  Date: 12 Oct 2018

Paul N. Cooper, Vice President and General Manager

THE STATE OF IDAHO

Idaho Department of Correction

By:  Date: 10/29/2018

Henry Atencio, Director

CO14—017 AMENDMENT ELEVEN

THIS AMENDMENT ELEVEN to Agreement CO14-017 for Inmate Communication and Kiosk-Based Technology Access, dated DECEMBER 29, 2018 is made by and between CenturyLink Public Communications, Inc., (CenturyLink) and the Idaho Department of Correction (IDOC), collectively hereinafter referred to as the "Parties".

WHEREAS, pursuant to the authority provided in Idaho Code §67-5717 and §67-5732 (*recodified at and superseded by Idaho Code § 67-9205 (2016)*) and Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032, on May 19, 2014, IDOC entered into the Agreement for the provision of inmate telephone and kiosk-based services in correctional Facilities within the State of Idaho; and

WHEREAS, through Amendment One the Parties amended several sections of the Agreement, including §§ 6.2, 9.3, 10.10, 13.1(vii), 14.1, Appendix C and Exhibit 1; and

WHEREAS, through Amendment Two the Parties memorialized changes to several sections of the Agreement, including §§ 3.2, 8.8, 8.9, 11.4, 11.6, 13.3, 13.5, 13.6, 13.7, 14.1, and 15.4, addressing the introduction and launch of specific kiosk-based services through the ECS module; and

WHEREAS, the Parties through Amendment Three amended several Standard Operating Procedure ("SOP") provisions of the Agreement, and amended §§ 5, 12.2, and 13.1, which addressed attorney number upload challenges and modified the inmate refund processes; and

WHEREAS, through Amendment Four the Parties added a new §13.7 to the Agreement, which allows for the provision of electronic greeting cards (also known as eCards) as an electronic offering available to Inmates who have access to wall-based kiosks; and

WHEREAS, through Amendment Five the Parties added a new §13.8 to the Agreement, which introduced the Game Store application to the offerings available to Inmates through which Inmates can purchase and download approved video games; and

WHEREAS, through Amendment Six the Parties corrected section reference errors in Amendment Four and Amendment Five; ensured compliance with Federal Communications Commission Order 15-136 in WC Docket No. 12-375, 80 Fed Reg. 79136 (Dec. 18, 2015) ("FCC Order"); modified the approved call types as set forth in §§ 13.1 and 14.1(i); adjusted the ADP Fee as noted in § 16.1; adjusted the per minute calling rate for all call types as set forth on Exhibit 1; and adjusted applicable deductions fees and charges as set forth on Exhibit 3; and

WHEREAS, through Amendment Seven the Parties corrected a SOP reference in §5; amended §10.11 to establish a health check report; provided for tax exempt status for certain inmates at the ICI-O Facility; amended the reporting requirements set forth on Appendix C of Amendment One; and amended the e-stamp price set forth on Exhibit 4 of Amendment Two; and

WHEREAS, through Amendment Eight the Parties added a new SOP to the list of applicable operating standards; replaced §§ 9.1 and 9.3; added the JP5s 7" tablet as an approved digital device; and updated § 16.1 to provide for ADP Fee payment tiers; and

WHEREAS, through Amendment Nine, the Parties added (i) video telephone calls and outbound VideoGrams; (ii) replace the former contractor training course with a new NEO course; (iii) update the cordless phone requirements; (iv) add a refund requirement for JPay; (v) add cyber

liability and security insurance and indemnification requirements; (vi) update and add definitions in Appendix A; and (vii) replace Appendix C,

WHEREAS through Amendment Ten the parties added the EDOVO Educational Platform to the services provided.

NOW THEREFORE, for valuable consideration the Parties hereto mutually agree to further amend the Agreement as follows:

1) Exercise of the First Renewal Term.

The Parties mutually agree to exercise the First Renewal Term, which will extend the Term of the Agreement for one year, as authorized in section 18.2 of the Agreement. As a result, Section 18.1 of the Agreement is changed to read as follows: "The Agreement shall commence on the Agreement Commencement Date and shall continue in full force and effect up through 11:59 p.m. June 30, 2020 (after being extended for "First Renewal Term") unless otherwise terminated as provided herein.

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IN WITNESS WHEREOF, the Parties have caused this Amendment Eleven to be executed by their respective Authorized Representative and effective as of the last signature noted below.

CenturyLink Public Communications, Inc.

By: 

Date: 29 Dec 2018

Paul N. Cooper, Vice President & General Manager

THE STATE OF IDAHO

Idaho Department of Correction

By: 

Date: 1/03/2019

Josh Tewalt, Director