



STATE OF RHODE ISLAND ~ DEPARTMENT OF CORRECTIONS

CONCESSION CONTRACT AGREEMENT

This agreement, made and entered by and between the State of Rhode Island, Department of Corrections (hereafter called "DOC"), and Securus Technologies, Inc. of 4000 International Parkway, Carrollton, TX 75007, hereinafter called "*the contractor*", is a supplemental document to an official state purchase order, the State of Rhode Island General Conditions of Purchase (RI General Conditions), and to the contractor's submission to State Solicitation RFP 7554485 dated 11/03/2017.

1. **TERM:** This agreement will begin on October 15, 2018 and end on October 14, 2021, unless dictated otherwise by the purchase order/price agreement whichever is later. At the end of the three year term, the contract may be renewed on an annual basis for up to two additional one year periods at the discretion of the State.
2. **SCOPE OF SERVICE:** The *contractor* will carry out the assignment in a prompt and satisfactory manner as determined by DOC and in accordance with the State of RI's general conditions, the specifications and timelines outlined in RFP 7554485 and the *contractor's* response to the RFP. Such services include but are not limited to:
  - The provision of a web-based, secure call platform for an inmate calling system housed on a voice over internet as outlined in the contractor's RFP response. Telephone services include the provision of PIN and voice verification based local exchange service, intra and inter-LATA long distance service and international long-distance services. All services shall include collect and inmate debit-based payment options.
    - An Inmate Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Contractor establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Contractor requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, DOC agrees to have the Debit module of Contractor's SCP Call Management System enabled for the Facilities to offer Debit accounts to inmates. If implemented, DOC also agrees to use Contractor's SCP User Interface or utilize integration with DOC's trust account system to process inmate's fund transfer requests. Notwithstanding, Contractor will not be responsible for any delays due to (i) DOC's failure to perform any of its obligations for the project; (ii) any of DOC's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Contractor's control.
  - Replacement and provision of all inmate telephone instruments and related wiring connecting the eight correctional facilities located on the Pastore Center. Telephone instruments shall be Wintel brand 7010 with an armored handset chord or newer model with built-in user controlled volume adjustment

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- and meet ADA requirements.
- Provide restrictive housing telephone handsets and TDD/TTY instrument as defined in the RFP response.
  - Provide a video visitation function for inmates with special conditions. The instrument shall be mobile for placing telephone calls and mirror the functionality of the larger system.
  - Provide inmate calling system servers as required.
  - Provide a centralized database maintained by the contractor.
  - Provide a digital call recording system with on-site and off-site storage.
  - Provide:
    - THREADS data analytics tool
      - THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. DOC opts in to the Community Feature.
    - Investigator Pro investigative tools
    - voice biometrics ICER
    - Automated Information Services
      - Contractor will provide the Automated Information Services (AIS™) as described herein. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.
      - Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard AIS options include automation of inmate and Facility information to (1) constituents who call Customer's existing main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following options are currently available for AIS:
        - Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
        - Ability to fund an inmate phone account (Inmate Debit where available)
        - Ability to supplement inmate deposit services by funding an inmate trust account
        - Ability to leave a voice mail (AIS™ Jail Voicemail). If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave.

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- three-way call detection
  - remote call forwarding detection
  - eliminate the ability for secondary dialing
  - prevent "switchhook" dialing and call-forwarding
  - Dial to number time limitations
  - Dual tone, multi-frequency detection
  - fraud controls
  - incoming call prevention
  - frequently called numbers with defined parameters
  - informant line
  - scan patrol
  - reverse lookup
  - word spotting
  - live call monitoring capabilities
- Provide designated DOC staff with real-time call alerts/notifications, notifications based upon defined parameters established by the DOC's Investigation Unit, including call notifications made to wireless phones or those notifications/monitoring activities defined under the COVERT Alert function.
  - Provide 1.0 full time site administrator and 2.0 full time site technical staff dedicated on-site at the Pastore Center to support operations.
  - Provide a direct, automated interfaced payment option with the DOC's inmate accounts banking system provided by Keefe Corp., Inc. which would establish a direct debit function from the established inmate trust account banking system. Such payment option shall have the ability to be established via housing module kiosks that should have interface capability between the inmate commissary and trust fund banking system.
  - Provide a video visitation system.
    - Contractor will deploy a Video Visitation System as specified in the Securus Inmate Services Platform – Price List below during the Term of the Agreement. The Video Visitation System runs on the ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications. ConnectUs allows inmates to use multiple applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.
    - The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Securus Inmate Services Platform – Price List below (the "Total Costs"). Contractor will pay the Total Costs.

Securus Inmate Services Platform - Price List

| Type  | Description   | One Time / Recurring | Price / Unit | Qty  | Total             |
|---|---|----------------------|--------------|--|-------------------|
| Hardware  | Video Visitation Terminals - Single Handset (Inmate)  | One Time             | \$ 4,000     | 65   | \$ 260,000        |
|   | Video Visitation Terminals - Single Handset (Visitor) | One Time             | \$ 4,000     | 0  | \$ -              |
|   | Video Visitation Terminals - Dual Handset (Visitor)   | One Time             | \$ 4,950     | 0  | \$ -              |
|   | Mobile Cart, Including UPS Battery Backup             | One Time             | \$ 1,440     | 0  | \$ -              |
| Installation and Implementation<br>(Software Application is one time per App, per contract) | Networking Wiring                                     | One Time             | \$ 500       | 65   | \$ 32,500         |
|   | Electrical Wiring*                                    | One Time             | \$ 1,600     | 0  | \$ -              |
|   | Hardware Installation                                 | One Time             | \$ 600       | 65   | \$ 39,000         |
|   | JMS and 3rd Party Vendor Integration**                | One Time             | \$ -         | 0  | \$ -              |
|   | Software Application Setup                            | One Time             | \$ -         | 0  | \$ -              |
|   | - Securus Video Visitation Application                | One Time             | \$ -         | 1  | \$ -              |
|   | - Phone Call Application                              | One Time             | \$ -         | 0  | \$ -              |
|   | - Inmate Forms Application (Grievance)                | One Time             | \$ -         | 0  | \$ -              |
|   | - Inmate Handbook Application (PDF)                   | One Time             | \$ -         | 0  | \$ -              |
|   | - Third Party Vendor Commissary Application           | One Time             | \$ -         | 0  | \$ -              |
|   | - Website Education Application (URL)                 | One Time             | \$ -         | 0  | \$ -              |
|   | - Inmate Videos Application (MP4)                     | One Time             | \$ -         | 0  | \$ -              |
|   | - Self-On Commissary Ordering Application             | One Time             | \$ -         | 0  | \$ -              |
|   | - Emergency Visitation Application                    | One Time             | \$ -         | 0  | \$ -              |
|   | - Inmate Sick Form                                    | One Time             | \$ -         | 0  | \$ -              |
|   | - Job Search Application                              | Recurring            | \$ -         | 0  | \$ -              |
|   | - Law Library Application                             | Recurring            | \$ -         | 0  | \$ -              |
| Annual Subscription and Hosting<br>Fee (per App, per Terminal, per year)                    | Securus Video Visitation Application                  | Recurring            | \$ -         | 65   | \$ -              |
|   | Phone Call Application                                | Recurring            | \$ -         | 0  | \$ -              |
|   | Inmate Forms Application (Grievance)                  | Recurring            | \$ -         | 0  | \$ -              |
|   | Inmate Handbook Application (PDF)                     | Recurring            | \$ -         | 0  | \$ -              |
|   | Third Party Vendor Commissary Application             | Recurring            | \$ -         | 0  | \$ -              |
|   | Website Education Application (URL)                   | Recurring            | \$ -         | 0  | \$ -              |
|   | Inmate Videos Application (MP4)                       | Recurring            | \$ -         | 0  | \$ -              |
|   | Self-On Commissary Ordering Application               | Recurring            | \$ -         | 0  | \$ -              |
|   | Emergency Visitation Application                      | Recurring            | \$ -         | 0  | \$ -              |
|   | Inmate Sick Form                                      | Recurring            | \$ -         | 0  | \$ -              |
|   | Job Search Application                                | Recurring            | \$ -         | 0  | \$ -              |
| Law Library Application   | Recurring   | \$ -                 | 0            | \$ -   |                   |
| Misc.   | Annual Terminal Extended Hardware Maintenance         | Recurring            | \$ 500       | 65   | \$ 32,500         |
|   | Recurring Telecom                                     | Recurring            | \$ 6,040     | 0  | \$ -              |
|   | Recording Retention (30 days)                         | One Time             | \$ 100       | 65   | \$ 6,500          |
|   | On Site Training (per day)                            | One Time             | \$ 2,000     | 2  | \$ 4,000          |
|   |   |                      |              | Term:  | 3                 |
|   |   |                      |              | One-Time Cost                                | 335,500           |
|   |   |                      |              | Annual License & Maintenance Cost (per year) | 32,500            |
|   |   |                      |              | <b>Total Cost:</b>                           | <b>\$ 433,000</b> |
|   |   |                      |              | Securus Investment:                          | \$ -              |
|   |   |                      |              | Customer Investment:                         | \$ 433,000        |

\* Customer responsible for electrical wiring

\*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

3. **SOFTWARE LICENSE AGREEMENT:** The contractor grants the DOC a personal, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials (the "Software") in connection with the provided services and applications (the "Application(s)"). The DOC represents it will be responsible for assigning licenses to its end users and will monitor and ensure that its licensed end users comply with all terms and conditions outlined by the Contractor. The Software includes any upgrades, modifications, updates and additions to existing implemented features. Updates may not include additional features and significant enhancements to existing functionalities. The DOC agrees to be the license holder of any third party software products obtained by the Contractor on the DOC's behalf. The DOC authorizes the Contractor to provide or preinstall the third party software and agree to third party end user license agreements made on DOC's behalf. The rights to use the third party software product will be limited by the terms of the underlying license obtained by the Contractor and agree that the software is to be used solely for internal business purposes in connection with the applications at the facilities. The DOC agrees to not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software,

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(ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that the Contractor did not furnish or approve in writing, or (vi) ship, transfer or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. The DOC agrees that the Contractor is not liable for use of the Software by the DOC in a prohibited manner.

4. **OWNERSHIP and USE:** The system, Applications, and Software will, at all times, remain the Contractor's sole and exclusive property unless prohibited by law. The DOC shall retain ownership of all related data, information and data recordings but agrees that the Contractor shall have the right to use such records, data and information. The Contractor has and will retain all right, title, interest and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to the application, the system and other products and services (the "materials"). The materials constitute proprietary information and trade secrets of the Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
5. **LEGALITY/LIMITED LICENSE AGREEMENT:** For services related to applications which may allow the DOC to monitor and record inmate or other administrative telephone calls; by providing the application the Contractor makes no representation or warranty as to the legality or recording or monitoring inmate or administrative telephone calls. Further, the DOC retains custody and ownership of all recordings; however, the DOC grants the Contractor a perpetual limited license to compile, store, access recordings or inmate calls for purposes of (i) complying with the requests of officials at the facilities, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls with their attorneys or to recordings protected from disclosure by other applicable privileges.
6. **PRIVATE NUMBER DESIGNATION:** The Contractor will provide the DOC with the ability to designate certain numbers (for example, attorney numbers) as "private" with the inmate telephone system. Calls to numbers designated as private will not be recorded by the Contractor. The Contractor will maintain a private list within the calling system and the DOC acknowledges and agrees that the DOC will have the sole discretion, authority, and responsibility for designating numbers as private, and that the Contractor has no discretion, authority or responsibility for making such designations, unless done so at the DOC's instruction.
7. **CONFIDENTIALITY and NON-DISCLOSURE:** The system, Applications, and related call records and information will at all times remain confidential to the

Contractor. The DOC understands and acknowledges that the Contractor, as a common carrier, is require by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by the consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). The DOC understands and acknowledges that such confidential may be exempt from public disclosure and agrees to not disclose such confidential information to any third party without written consent. The DOC will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the software and application and, as a result, the DOC agrees to only access the software with computer systems that have effective firewall and anti-virus protection. The DOC agrees not to disclose information deemed proprietary or confidential unless required by court order. Before complying with such order, the DOC will inform the Contractor so that the Contractor may assert any rights to non-disclosure under the applicable law.

8. **COMPENSATION:** This agreement has no dollar value incurred by the DOC and all revenue received is from use of the system by the inmate population. Rates for usage are as follows\*:

| Call Type:<br>Intrastate or<br>Interstate | Per Call<br>Charge | Base Cost Per<br>Minute | Investigator<br>Pro Add | Total Cost Per<br>Minute |
|---|--------------------|-------------------------|-------------------------|--------------------------|
| Collect                                   | \$0.00             | \$0.019                 | \$0.010                 | \$0.029                  |
| Pre-paid collect                          | \$0.00             | \$0.019                 | \$0.010                 | \$0.029                  |
| Pre-paid debit                            | \$0.00             | \$0.019                 | \$0.010                 | \$0.029                  |

| Call Type:<br>International | Per Call<br>Charge | Base Cost Per<br>Minute | Investigator<br>Pro Add | Total Cost Per<br>Minute |
|-----------------------------|--------------------|-------------------------|-------------------------|--------------------------|
| Collect                     | \$0.00             | \$0.400                 | \$0.010                 | \$0.410                  |
| Pre-paid collect            | \$0.00             | \$0.400                 | \$0.010                 | \$0.410                  |
| Pre-paid debit              | \$0.00             | \$0.400                 | \$0.010                 | \$0.410                  |

| Video Visit             | Per 20-<br>Minute<br>Session<br>Charge | Base Cost Per<br>Minute | Investigator<br>Pro Add | Total Cost |
|-------------------------|--|-------------------------|-------------------------|------------|
| Video Visitation Sesson | \$5.00                                 | N/A                     | N/A                     | \$5.00     |

\*Plus applicable taxes, fees, and surcharges.

9. **REPORTING REQUIREMENTS:**

- The Contractor agrees to develop a range of reports based upon the needs of

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the DOC and keep and maintain a record of time spent in performing the services required and to present such records to the contract manager upon request.

- The *DOC* or its authorized representative(s) shall have the right at all times to inspect the work performed or being performed under the terms of this agreement as well as the places where such work is performed, and to that end, such representative(s) shall be given access to all activities related to this agreement. The Contractor recognizes that any reports, forms, or other documents produced under the term of this agreement shall remain the property of the Department of Corrections.
  
- Specific reports will be submitted to the contract administrator:  
Warden Sergio DeSousarosa  
39 Howard Avenue  
Administration B Building  
Cranston, RI 02920  
Tel#: (401) 462-0670  
Fax#: (401) 462-5170  
E-Mail Address: Sergio.Desousarosa@doc.ri.gov

#### **10. APPLICABLE LAWS AND STATE POLICIES:**

- The Contractor agrees that while engaged in carrying out and complying with the terms and conditions of this Agreement, he/she is *not* an employee within the classified, unclassified, or non-classified service of the State as defined in the Merit System Law, R.I.G.L. 36-3-1 and following, and R.I.G.L. 36-4-1 and following, but instead, the Contractor is providing services on a limited contract basis. The *contractor* also agrees that he/she is entitled to *no* benefits of any kind, to include but not limited to, vacation, sick leave, overtime, seniority, union membership, personal days, jury leave, medical insurance (to include dental and ophthalmology benefits), life insurance, military leave benefits, retirement benefits, separation benefits, and any other benefit normally given to employees of the State of Rhode Island. For the purpose of this contract, the only contribution of any kind that shall be made by the State as the employer shall be those that are required by Federal or State statute. All other contributions are the sole and exclusive responsibility of the Contractor. The Contractor also recognizes that he/she is employed at will, and that this employment can be terminated without recourse or appeal for any reason, or for no reason, by the State of Rhode Island. No promises of any kind have been made as to any renewal of this contract. This contract is for professional and administrative services, and as such, unless required by law, there shall be no overtime paid for any function associated with this contract. If this contract is terminated for any reason, the only and sole recovery the Contractor shall be entitled to shall be for payment of services rendered up to and including the date of the receipt of the notice of the termination of the contract.

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- **Criminal Background Check:** The Contractor, its agents, employees, or partners, who will work within the correctional institutions are subject to a criminal background check. A criminal record, including pending criminal charges, may be grounds for rejection. The *contractor* must complete required Department security training, which will include a police records check. The Department retains the right to refuse entrance to the *contractor* with felony convictions, pending charges, misdemeanor drug convictions or who are on probation. Access to correctional facilities requires adherence to rigid security rules as far as property search, contact with inmates etc. Final approval of the Contractor rests with the Department of Corrections.

Neither the Contractor nor its agents, employees, or partners shall be deemed to be an employee, agent, or servant of RIDOC. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, partners and volunteers during the performance of this Agreement.

- **Anti-Discrimination:** No person shall, on the grounds of race, color, sex, religion, handicap, age, or national origin, gender, or sexual orientation, be excluded from participation in, denied the benefits of, or be subject to discrimination under the terms of this agreement. The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Executive Order No. 85-11 on Equal Opportunity and Affirmative Action, Americans with Disabilities Act, 42 U.S.C. 12101, et. seq.; Age Discrimination in Employment Act, 29 U.S.C. 620 et. seq.; Portal to Portal Act, 29 USC 250 et. seq.; the Fair Employment Practices Act, R.I. G.L. §28-5-1; the Equal Pay Act, 29 U.S.C. §201, et. seq.; the Civil Rights of People with Disabilities Act R.I.G.L. §42-87-1, et. seq.; the Family Medical Leave Act, §28-48-1 et. seq.; Fair Labor Standards Act, 29 U.S.C. §201 et. seq.; Merit System Act, R.I.G.L. §36-4-1, et. seq.; and all applicable rules and regulations issued thereunder. The Contractor further agrees to safeguard information in a manner that guarantees confidentiality.
- **Drug Free Workplace:** The Contractor agrees to comply with the Department's policy on a Drug Free Workplace. Copies of the policy and its requirements are available at the DOC's Human Resources Office.
- **Security Provisions:** The Contractor and any employee or agent of the Contractor are subject to the security provisions of DOC's Policy and Procedure, "Procedures for Contractors at Institutional Facilities", which shall be available for inspection for the Contractor.
- **Civil Rights Requirements:** The Contractor shall submit a Certification of Compliance with applicable civil rights laws and regulations. These laws and regulations relate to issues concerning Equal Employment Opportunity, Limited English Proficiency and other anti-discrimination laws. Submission of an Equal Opportunity Plan may also be required.



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- **Health Insurance Portability & Accountability Act (Privacy Act):** The Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law. The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. The Contractor agrees to provide access, at the request of the covered entity, to Protected Health Information within five (5) days of request. The Contractor agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. The Contractor agrees to comply with the "Privacy Rule," further defined as the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  
  - **Report of Political Contributions:** Any vendor who obtains a State contract in writing or purchase order to provide goods and/or services, and whose charges to the State exceed \$5,000 or more; or upon payment to a Contractor being made in excess of \$5,000 in any State fiscal year, is required to file a form declaring the vendor's political contributions in excess of \$250 to candidates for State offices or the General Assembly. Upon payment to a vendor being made in excess of \$5,000 year-to-date, the Contractor will receive from the Department of Administration a form prepared by the Secretary of State upon which to make such declaration. The Contractor must immediately file an "Affidavit of State Vendor". The Contractor shall update said form as future political contributions subject to this reporting requirement are made, consistent with the schedule for such reporting imposed by the Board of Elections. Failure to fill out or update said form accurately, completely and in conformance with its terms, or to file it with the Secretary of State within 60 days of receipt, will amount to a violation of these terms and conditions and may render the Contractor ineligible for further State contracts.
  
  - The Contractor agrees to all provisions of Title 37, Chapter 2 of the General Laws governing purchasing by the State of Rhode Island, the regulations adopted pursuant thereto, all other applicable provisions of said General Laws, and the **General Conditions of Purchase** which govern this contract. The General Conditions of Purchase may be obtained from the Department of Administration – Office of Purchases website at: <http://www.purchasing.ri.gov>. This agreement is subject to applicable provision of Rhode Island General Laws §37-2 (State Purchases) and §42-11.1 (Prompt Payment by Department of Administration), which can be reviewed at: <http://www.rilin.state.ri.us/Statutes/Statutes.html>.
  
  - If this contract or a portion of this contract is supported with federal funds, the vendor agrees to comply with all federal regulations/guidelines outlined and/or referred to in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

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which can be located at [www.federalregister.gov](http://www.federalregister.gov).

11. **WORK PRODUCT:** All documents, including reports and all other work products produced by the Contractor under this contract, shall become and remain the property of the State of Rhode Island.
12. **TERMINATION:** The State can terminate or reduce the contract if applicable federal funds or appropriate general revenues supporting this activity has been reduced or eliminated. The contract may be terminated for any other reason upon 30 (thirty) days written notice by either party. Upon termination, the Contractor shall be paid for work satisfactorily completed prior to the date of termination.
13. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings and arrangements between the parties relative to the subject matter hereof. No amendment, change, modification, or alteration of the terms and conditions hereof shall be binding unless in writing signed by both parties.
14. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of Rhode Island including all matters of construction, validity and performance, but without giving the effect of choice-of-law or conflict-of-law principles.
15. **RELEASE OF LIABILITY:** The Contractor hereby waives, releases and forever discharges DOC, DOC's agents, representatives, officers and employees, from and against any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including but not limited to attorneys' fees, that the Contractor, it's agents, representatives, officers and employees had, has or may have, against DOC, whether direct, or indirect, foreseeable or unforeseeable, arising from, relating to or in connection with their entering on or in DOC facilities/property to perform the services outlined herein.

The Contractor further agrees to protect, defend, indemnify, and hold harmless the Department from and against any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including but not limited to attorneys' fees, brought by any third party or party, and arising from, relating to, or in connection with the performance of the services outlined herein.

16. **VALIDITY:** This contract is valid only with applicable State purchase order or price agreement. Where conflict exists between this agreement and the purchase order, the purchase order takes precedence.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, within the parameters identified above.

**FOR THE CONTRACTOR:**

Securus Technologies, Inc.  
4000 International Parkway  
Carrollton, TX 75007  
Tel#: (972) 277-0659  
Fax#: (972) 277-0514  
E-Mail Address: bpickens@securustechnologies.com  
TIN: 46-2260442

BY: *[Signature]* 10-22-18  
Signature of officer or delegated official Date

*Robert Pickens*  
Robert E. Pickens  
  
\_\_\_\_\_  
President and Chief Executive Officer



**FOR THE STATE OF RHODE ISLAND, DEPARTMENT OF CORRECTIONS**

BY: *[Signature]* 24 Oct 2018  
Sergio Desousarosa, Contract Administrator Date

BY: *[Signature]* 10.29.18  
Patricia A. Coyne-Fague Date  
Acting Director, RI Department of Corrections

**REVIEWED BY:**

Financial Resources *[Signature]* 10/29/18  
Legal Counsel *[Signature]* 10/29/18  
Assistant Director *[Signature]*

Attachment(s)

Rev. 07-13-2018