

**JACKSON COUNTY, MISSOURI
INMATE TELEPHONE SERVICE AGREEMENT
JACKSON COUNTY DEPARTMENT OF CORRECTIONS**

Embarq Payphone Services, Inc., a wholly-owned subsidiary of CenturyLink, a Florida corporation with its principal place of business located at 5454 W. 110th Street, Overland Park, KS 66211 ("CenturyLink"), and Jackson County, Missouri, with its principal place of business at 415 East 12th Street, Kansas City, MO 64106 ("Customer"), hereby agree to execute this Inmate Telephone Service Agreement ("Agreement"), effective **February 1, 2012** ("Effective Date").

RECITALS

Whereas, CenturyLink is a telecommunications company licensed by the Missouri Public Service Commission to provide telephone service in the State of Missouri.

Whereas, Customer desires to have CenturyLink provide inmate telephone service for the inmates in the jail facilities under its control, and CenturyLink desires to provide such inmate telephone services.

Now, therefore, in consideration of the promises and covenants contained herein, Customer and CenturyLink agree as follows:

SECTION ONE: CENTURYLINK'S RESPONSIBILITIES

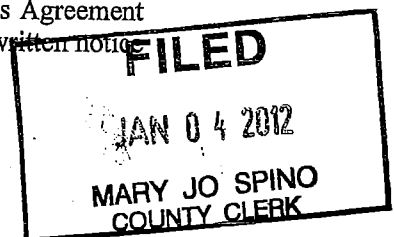
- A. CenturyLink shall agree to all terms and conditions set forth in this Agreement, and CenturyLink shall agree to the specifications, including, but not limited to, the feature and functionalities of the inmate telephone system ("ITS") listed in **Attachment A**. If Customer designates an agent to act on Customer's behalf ("Designated Agent"), CenturyLink shall follow Customer's direction in working with such Designated Agent.
- B. Customer agrees to provide electric power and adequate space to the ITS where required, in addition to workspace for a part-time onsite administrator who will be provided by CenturyLink at no cost to Customer.

SECTION TWO: AGREEMENT

Customer hereby grants CenturyLink the exclusive right and privilege to install and operate all inmate telephones and related equipment at Customer's Facility(s) detailed in **Attachment B** ("Facility"). CenturyLink shall, at no cost to Customer, provide all inside wiring for the inmate telephones, install the inmate telephones, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facility to make collect, pre-paid and/or debit local, long distance and international calls from the Facility pursuant to the terms set forth herein.

SECTION THREE: TERM

- A. This Agreement shall commence upon the Effective Date and shall remain in force for an initial term of 36 months, with an expiration date of 36 months after the Effective Date ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term.
- B. CenturyLink and Customer, by mutual agreement, shall have the right to renew this Agreement for 2 additional 12 month terms or on a month to month basis, with at least 30 days written notice.



prior to expiration of the Initial Term or renewal term of this Agreement. In the event Customer and CenturyLink exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

SECTION FOUR: PERFORMANCE AND MATERIALS BOND

- A. CenturyLink shall furnish a Performance and Materials Bond in the form of a bond acceptable to Customer executed by a surety company authorized to do business in the State of Missouri and listed in the Federal Register within 14 business days after notification of award of this Agreement and prior to any installation work or equipment delivery. The Performance and Materials Bond must be made payable to Jackson County, Missouri in the amount of \$100,000.00 and will be retained during the full period of this Agreement and/or renewal terms.
- B. In the event that Customer and CenturyLink exercise the option to extend this Agreement for an additional period, CenturyLink shall be required to maintain the validity and enforcement of the Performance and Materials Bond for the said period, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

SECTION FIVE: COMPENSATION

- A. CenturyLink shall pay Customer 65.6% commission on all Gross Revenue generated by and through the IFS including but not limited to all collect, pre-paid, and debit inmate telephone calls. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by CenturyLink and in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by CenturyLink.
- B. CenturyLink shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, fraudulent calls, Local Exchange Carrier ("LEC") adjustments or any other CenturyLink expense.
- C. Any additional fees, aside from those specified in this Agreement, to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility(s) must be approved by Customer **prior to implementation**. Customer and CenturyLink shall mutually agree on the method for compensation associated with the additional charges/fees due to Customer.
 - 1. Any additional charges/fees without the express written consent of Customer shall carry a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. Customer shall provide CenturyLink with an invoice for the total fines due, for which CenturyLink shall remit payment to Customer within 30 days.
 - 2. Customer and CenturyLink shall mutually agree whether or not the charges/fees are to remain:
 - a. Should Customer and CenturyLink mutually agree that the charges/fees will remain, Customer and CenturyLink shall mutually agree on a compensation structure which will follow **Section Seven--Payment and Reporting**.

- b. Should Customer and CenturyLink mutually agree that the charges/fees are to be discontinued, CenturyLink shall refund, within 30 days, each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- D. Notwithstanding the foregoing, Gross Revenue does not include:
 - 1. Transaction Funding Fees. Transaction funding fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with CenturyLink to accept calls. The amount of the funding fee approved by Customer is specified in **Attachment C**.
 - 2. Billing Statement Fees. Billing statement fees are defined as fees tariffed by CenturyLink and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by Customer and are subject to the penalty as defined in **Section Five-Compensation, Subsection C** above if not approved by Customer. The amount of the billing statement fee approved by Customer is specified in **Attachment C**.
 - 3. Carrier Access Fees. Carrier Access fees are defined as fees tariffed by CenturyLink and charged to called parties. All carrier access fees must be approved by Customer and are subject to the penalty as defined above if not approved by Customer.
 - 4. Cost Recovery Fees. Cost Recovery fees are defined as fees tariffed by CenturyLink and charged to called parties in an effort for CenturyLink to recover costs associated with processing a collect call on a LEC telephone bill. All cost recovery fees must be approved by Customer and are subject to the penalty as defined above if not approved by Customer.
 - 5. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- E. A Free call shall be defined as a call not generating any revenue for CenturyLink. Calls to telephone numbers that appear on the free call list supplied by Customer shall not generate revenue for CenturyLink and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. In the event CenturyLink receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Customer. Customer reserves the right to enter a free number in the ITS as deemed necessary by Customer and without the assistance of CenturyLink.
- F. Promotional calls are not commissioned and shall be limited to one 2-minute call per unique number called. Promotional calls shall be designated as such in the Call Detail Records.
- G. A collect call is deemed complete, and commission due, when the called party accepts the call regardless if CenturyLink can bill or collect the revenue on the collect call.
- H. A pre-paid collect call is deemed complete, and commission due, when a call is completed by using a pre-paid collect account which has been pre-paid by any person or entity and by any method of payment.
- I. A debit call is deemed complete, and commission due, when a call is pre-paid by the inmate via the debit account and a connection is made between the inmate and the called party even if such connection is established by positive acceptance.

- J. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call usage and is payable under **Section Seven—Commission Payment and Reporting**.
1. On or before the 5th day following the month of traffic, CenturyLink shall submit a monthly invoice and corresponding debit usage report to Customer and/or its Designated Agent for the full amount of the debit usage (less any issued refunds) for the prior traffic month. Customer agrees to pay such invoice(s) within 30 days of receipt.
- K. CenturyLink agrees that Customer will not bear any responsibility for unbillable, uncollectible or fraudulent calls. No monies shall be deducted from Gross Revenue or Customer's commissions for unbillable, uncollectible or fraudulent calls. Any deviation from this process, if not remedied within thirty (30) days of discovery by either Party, shall cause CenturyLink to forfeit a portion of the Performance and Materials Bond, in a dollar amount equal to the value of the commission shortfall not paid to the Customer as a result of the inclusion of unbillable, uncollectible or fraudulent calls in the commission calculation. In addition, in the event Customer suffers a commission shortfall as a result of the inclusion of unbillable, uncollectible or fraudulent calls in the commission calculation, CenturyLink shall pay Customer liquidated damages in the amount of Five Thousand (\$5,000.00) Dollars.
- L. Customer shall not be liable for any of CenturyLink's costs for services pursuant to this Agreement, including, but not limited to, taxes, shipping charges, network charges, operator center charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.
- M. All commissions are payable as identified in **Section Seven—Commission Payment and Reporting**.
- N. CenturyLink shall impose a monthly collect threshold of \$100.00 per each unique telephone number. CenturyLink shall not decrease the collect threshold without Customer's express written consent.
- O. CenturyLink shall not place calling limitations on a pre-paid collect account based on the Facility's average length and cost of a call.
- P. During the Initial Term and any renewal terms of this Agreement, CenturyLink agrees to pay Customer a Minimum Annual Guarantee ("MAG") in the amount of \$294,029.00 for each 12-month period of this Agreement, effective on the first day of call processing. The first day of call processing shall become the Anniversary Date of the MAG ("Anniversary Date"). The MAG shall be prorated for any applicable partial year periods.
1. If the total commissions paid to Customer for any 12-month period are less than the MAG, CenturyLink shall pay Customer or its Designated Agent the difference on or before the 25th day of the month following the Anniversary Date. For any partial year periods, any amounts due to Customer under the MAG shall be calculated at the end of the partial year period by adding the total commissions paid to Customer for the partial year period and subtracting this total from the prorated MAG.
 2. If the average daily population declines to 747 or below (90% or less than the current population of 830) for a period of 4 or more consecutive months, or if inmate calling policies are materially modified to restrict or limit inmate calling, Customer and CenturyLink mutually agree to renegotiate the MAG. Any adjustments to the MAG shall be incorporated into an amendment to this Agreement.

- Q. CenturyLink shall provide Customer with one coin pay phone in the lobby of the Facility and pay Customer a 65.6% commission on the Gross Revenue generated by the phone(s), less any LEC phone line charges. Gross Revenue shall be defined as all revenue generated by all collect, credit card, and coin calls placed from the pay phone(s). Regulatory required charges and taxes that are intended to be paid by the billed party and then remitted 100% by the billing party to the appropriate governmental agency are excluded from Gross Revenues.

SECTION SIX: RATE REQUIREMENTS

- A. Both CenturyLink and Customer have mutually agreed upon the rates and fees for inmate telephone calls as detailed in **Attachment C**. If applicable, for calls within the state of Missouri, CenturyLink's calling rates must mirror or be lower than the Missouri rate cap calling rates. Calling rates shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the called party or inmate. Any and all charges and/or fees for all collect, debit and pre-paid collect inmate telephone calls are identified in **Attachment C**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.
- B. Before any new calling rate increases and/or decreases are implemented, CenturyLink must submit a request in writing to receive approval from Customer. Customer will respond in writing to CenturyLink's request.
1. Should CenturyLink decrease the calling rates without the written approval of Customer, CenturyLink shall be responsible for paying commission on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
 2. Should CenturyLink increase the calling rates without the express written approval of Customer, CenturyLink shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. CenturyLink must also issue credits to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to Customer and/or its Designated Agent as documentation. Customer will not issue a commission refund to CenturyLink for unapproved rate increases.
- C. CenturyLink will implement any rate adjustments requested by Customer within 10 days of said request, subject to regulatory approval.

SECTION SEVEN: COMMISSION PAYMENT AND REPORTING

- A. CenturyLink shall provide commission payments and traffic detail reports to Customer and/or its Designated Agent on or before the 25th day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Customer or its Designated Agent.
- B. Traffic detail report(s) shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone or inmate telephone station at the Facility. This requirement is applicable for any ITS equipment and/or feature that may be installed by CenturyLink. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types:

1. Facility Name;
2. Facility Identification Number/Site Identification Number;
3. Facility Street Address, City, State, and Zip Code;
4. Automatic Number Identifier ("ANI");
5. Inmate Telephone Station Port/Identifier;
6. Inmate Telephone Location Name;
7. Local Gross Revenue and Commission (per inmate telephone);
8. Intralata/Intrastate Gross Revenue and Commission (per inmate telephone);
9. Interlata/Intrastate Gross Revenue and Commission (per inmate telephone);
10. Intralata/Interstate Gross Revenue and Commission (per inmate telephone);
11. Interlata/Interstate Gross Revenue and Commission (per inmate telephone);
12. International Gross Revenue (per inmate telephone);
13. Commission Rate (%);
14. Total Revenue and Commission Amount;
15. Traffic Period and Dates;
16. Total Number of Minutes per Call Type (local, etc.) per inmate telephone;
17. Total Number of Calls per Call Type (local, etc.) per inmate telephone;
18. Total Debit Usage for each call type; and

C. CenturyLink shall provide monthly system platform Call Detail Records ("CDRs") and billing files which shall be delivered to Customer and/or its Designated Agent no later than the 25th day of the month following the month of traffic.

D. The Billing Files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend that CenturyLink shall make available to Customer and/or its Designated Agent upon request. The billing files shall include, but not limited to, the following fields:

1. Facility Name;
2. Facility Site ID;
3. Origination Number;
4. Dialed Number;
5. Batch ID;
6. Row ID;
7. Record ID;
8. Date of Call;
9. Call Start Time;
10. Call End Time;
11. Time of Day;
12. Multiple Rate Period Indicator;
13. Inmate PIN (if utilized by the facility);
14. Originating City;
15. Originating State;
16. Bill City;
17. Bill State;
18. Billed Minutes of Use;
19. Rounded Bill Time Indicator;
20. Bill Number;
21. Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.);

22. Call Type Settlement Code;
23. Call Amount;
24. Taxes;
25. Fees;
26. Specialized Calling Indicator;
27. Validation Indicator; and
28. Tax Exempt Indicator.

E. The raw CDRs shall contain all calls (both attempted and completed) that originated from the Facility for each day and each time of the day for the period for which said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw CDRs shall include, but not limited to, the following fields:

1. Facility Name;
2. Facility Site ID;
3. Origination Number;
4. Dialed Number;
5. Trunk ID;
6. Port ID;
7. Station ID;
8. Location of Phone;
9. Inmate ID (if utilized by the facility);
10. Inmate PIN (if utilized by the Facility);
11. Traffic Period;
12. Date of Call;
13. Call Start Time;
14. Call End Time;
15. Duration of Call (in seconds);
16. Bill Type (e.g. Collect, Pre-Paid Collect, Debit, etc.);
17. Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.);
18. Call Amount;
19. Validation Result;
20. Termination Status;
21. LIDB Status; and
22. Completion Status.

F. Commission discrepancies must be resolved by CenturyLink within 30 days of receipt of notification of a discrepancy from Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of this Agreement at the sole discretion of Customer, and/or any other legal course of action Customer elects to pursue.

G. Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by Customer or its Designated Agent after the due date are subject to late charges and/or fines. The due date for all payments and reporting is the 25th day of the month following the month of traffic. Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for reports that do not contain all of the fields and information identified in **Section Seven—Commission Payment and Reporting, Subsections B, E, and F**. If

the commission payment is late, reporting is late and/or reports do not contain all required fields, late fees and fines for all three shall apply.

SECTION EIGHT: RECONCILIATION

- A. Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all CenturyLink information pertaining to this Agreement. Customer will also have the right to have another independent Agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- B. CenturyLink shall maintain accurate, complete and auditable records (electronic format) fully reflecting the Gross Revenues from which commissions can be determined, including all CDRs, billing files, debit usage and commissioning reports during the term of this Agreement and for no less than 2 years after the term of this Agreement covered thereby in accordance with generally accepted accounting principles. Failure by CenturyLink to comply with this full reconciliation rights provision will be grounds for termination of this Agreement at Customer's sole discretion.
- C. Customer may also employ, at its cost and discretion, any Agent or subcontractor of its choosing in the performance of such reconciliations, subject to a written confidentiality agreement in a form approved by both parties. If reconciliation reveals a shortage of a year's commission or other monies due, then CenturyLink shall pay Customer amount due within 30 days after receipt of written notice for the same.

SECTION NINE: OWNERSHIP OF PROPERTY

All inmate and pay telephones and other equipment, fixtures and supplies furnished by CenturyLink as part of the inmate telephone system shall remain the property of CenturyLink. Upon termination or expiration of this Agreement, CenturyLink's entry to the Facility to remove its property is subject to approval of the Customer.

SECTION TEN: CENTURYLINK STATUS

CenturyLink shall work as an independent contractor and not as an employee of Customer. CenturyLink shall be subject to the direction of Customer only as to the result to be accomplished and not as to the means and methods for accomplishing the result. CenturyLink shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of Customer except as required by this Agreement.

SECTION ELEVEN: MERGERS/ACQUISITIONS

- A. Except with respect to an equity sale, transfer, or other transaction where CenturyLink continues to operate as the same legal entity, should CenturyLink cease to exist as a legal entity as a result of a merger, acquisition by another entity, or other transaction, the following documents must be submitted to Customer:
 - 1. Corporate resolutions prepared by CenturyLink and the new entity ratifying acceptance of the original Agreement, terms, conditions and processes;
 - 2. New Federal Identification Number (FEIN); and
 - 3. Other documentation as may reasonably be required by Customer.

SECTION TWELVE: ASSIGNMENT

Except for the furnishing and transportation of materials, CenturyLink shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this Agreement to any individual, firm, or corporation without written consent of Customer. This consent of Customer will not be given unless, and until CenturyLink has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to Customer, together with a complete copy of the subcontract if so requested by Customer. The subcontract shall bind the subcontractor to comply with all requirements of this Agreement including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Agreement may be made only upon written consent of Customer.

SECTION THIRTEEN: TERMINATION/DEFAULT

- A. In the event CenturyLink fails to perform, keep and observe any of the terms, covenants and conditions of this Agreement, Customer shall give CenturyLink written notice of such default and in the event said default is not remedied by CenturyLink to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer, at its sole discretion, may terminate this Agreement.
- B. This Agreement between Customer and CenturyLink may be terminated by Customer upon 90 days written notice from Customer to CenturyLink without penalty. The period referred to in **Attachment A, Section 11. –Transition** will begin upon the termination of this Agreement.
- C. Should CenturyLink for any reason, except in the case of force majeure **Section Sixteen–Force Majeure**, become unable to complete the work required by this Agreement, Customer may, at its sole discretion, call for the Performance and Materials Bond due in full for such non-performance, and/or as liquidated damages.

SECTION FOURTEEN: LIABILITY

- A. **Limitation of Liability-** Customer shall have no liability for indirect, incidental, special or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits (Extraordinary Damages) arising out of or in any way related to any equipment, product, or service provided by CenturyLink, pursuant to this Agreement. Except as specifically stated elsewhere in this Agreement, in no event shall CenturyLink have any liability for indirect, incidental, special or consequential damages, or loss of profits or income, or loss of use or other benefits (Extraordinary Damages) arising out of or in any way related to any equipment, product, or services provided by CenturyLink pursuant to this Agreement.
- B. **Disclaimer of Warranties-** CenturyLink’s obligations under this Agreement are in lieu of all warranties, express or implied. CenturyLink disclaims all warranties, including, without limitation, any warranty of merchantability and fitness for a particular purpose with regard to any equipment, product or service provided by CenturyLink pursuant to this Agreement.

SECTION FIFTEEN: INSURANCE AND INDEMNIFICATION

CenturyLink shall indemnify, and hold harmless Customer and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney’s fees arising out of or resulting from any acts or omissions in connection with the

operations or work included or undertaken in the performance of this Agreement, caused in whole or in part by Contractor, its employees, agents or subcontractors, or caused by others for whom CenturyLink is liable, regardless of whether or not caused in part by any act or omission of Customer, its agencies, officials, officers or employees. Notwithstanding the foregoing, CenturyLink shall have no liability for claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, caused solely or intentionally by Customer or any of its agencies, officials, officers or employees. CenturyLink's obligations under this section with respect to indemnification for acts or omissions of Customer, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that CenturyLink is required to procure and maintain under this Agreement. Insurance shall be procured and maintained by CenturyLink as described in **Attachment D** of this Agreement.

SECTION SIXTEEN: FORCE MAJEURE

Neither Customer or CenturyLink shall be responsible or liable to the other for delays or inability to act or perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, acts of civil authority, acts of civil disobedience, fire, storm, lightning, flood, tornado, acts of war or terrorism, strikes, theft of equipment, vandalism, changes of law, regulatory rules or requirements affecting the ability of either Customer or CenturyLink to reasonably carry out its obligations under this Agreement.

SECTION SEVENTEEN: NOTICE

Any notice which either Party shall be required by this Agreement to give the other shall be supplied in writing in electronic format and/or delivered by mail to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

For Customer:
Jackson County, Missouri
ATTN: Troy Thomas, Director of Finance and Purchasing
Jackson County Courthouse
415 East 12th Street, Room 105
Kansas City, MO 64106

For CenturyLink:
CenturyLink Correctional Communications Services
ATTN: Shelia Rafferty
5454 West 110th Street
Overland Park, KS 66211-1204

SECTION EIGHTEEN: LAW AND REGULATORY RULES

- A. Interpretation - This Agreement shall be interpreted under, and governed by, the Laws of the State of Missouri. The parties hereto agree that any action relating to this Agreement shall be instituted in the State of Missouri.
- B. Severability - If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.
- C. Entirety, Waiver, and Modification - This Agreement, together with any Attachment(s), Addenda and/or Exhibits(s), represents the entire understanding between Customer and CenturyLink (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. In the event of a conflict between provisions of this Agreement, or an ambiguity in this Agreement, the following

documents may be referred to, in the order listed, to resolve the conflict or clarify the ambiguity: 1.) Customer's RFP and any amendments or addenda; and 2.) CenturyLink's RFP Response and Revised Pricing dated September 19, 2011. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

SECTION NINETEEN: CONFIDENTIALITY

CenturyLink acknowledges and agrees that all Customer information and records are confidential and will not disclose or make available this information or records to anyone outside the Customer organization unless authorized to do so in writing by Customer.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

JACKSON COUNTY

Q. Troy Thomas
Authorized Signature

Q. Troy Thomas

Typed or Printed Name

Director of Finance & Purchasing

Title

December 22, 2011
Date:

EMBARQ PAYPHONE SERVICES, INC.

Paul Cooper
Authorized Signature

PAUL COOPER

Typed or Printed Name

GENERAL MANAGER

Title

12/16/2011
Date:

APPROVED AS TO FORM:
Jan D. Hallen
COUNTY COUNSELOR

ATTEST:
Marie Spino
CLERK OF COUNTY LEGISLATURE

ATTACHMENT D

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

ATTACHMENT C
CALLING RATES AND FEES

CALL TYPE	COLLECT, PRE-PAID AND DEBIT		COIN
	First Minute	Additional Minute	
Local	\$2.05	\$0.00	\$0.50 per call
Intralata/Intrastate	\$2.05	\$0.00	\$1.00 per 4-minute increment(s)
Interlata/Intrastate	\$2.05	\$0.00	\$1.00 per 4-minute increment(s)
Intralata/Interstate	\$2.05	\$0.00	\$1.00 per 4-minute increment(s)
Interlata/Interstate	\$2.05	\$0.00	\$1.00 per 4-minute increment(s)
International (Debit Only)	\$5.00	\$0.00	N/A

Bill Statement Fee:	\$2.49
Pre-Paid Collect Fees:	\$0.00 Account Set-Up Fee, \$6.95 Funding Fee for Credit/Debit Cards via Website or phone and Cashier's Check/Money Order by Mail \$5.50 Funding Fee for Western Union Swift Pay \$9.95 Funding Fee for Western Union Quick Collect \$0.00 Refund Fee
USF Administrative Fee	3.20% Interstate Call Charges
Carrier Access Fee	\$0.00
Cost Recovery Fee	\$0.00
Monthly Collect Call Threshold:	\$100.00
Commission Rate:	65.6%
Minimum Annual Guarantee:	\$294,029.00

ATTACHMENT B

FACILITY SPECIFICATIONS

**JACKSON COUNTY DETENTION CENTER
REGIONAL CORRECTIONAL CENTER**

1300 Cherry Street
Kansas City, Missouri 64106

<u>Facility Specifications:</u>	
Average Daily Population (ADP):	832 inmates
Number of Beds:	935 beds w/ overflow
Call Time Limit:	General Population: 30 minutes Intake/Booking: 10 minutes
Inmate Telephones Required:	131
Booking/Intake Phones:	6
Required Telephone Cord Length:	18"
Portable/Cart Phones Required:	1
Length of Portable/Cart Phone Cord Required:	50'
TDD Units and Associated Printers Required:	3
Coin Pay Telephone Required:	1
Workstations and Printers:	1
Hours of Availability (Weekdays)	5:00 am – 11:00 pm
Hours of Availability (Weekends)	5:00 am – 1:30 am

- 14.9 CenturyLink shall coordinate a convenient time and day with Customer and/or its Designated Agent to implement the changes or upgrades to the ITS to avoid an interruption in service. CenturyLink shall work with the Facility to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.
- 14.10 CenturyLink shall coordinate a technician to be on site at the Facility the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 14.11 All said changes or upgrades shall be made by CenturyLink at no cost to Customer.

15. AUTOMATED INFORMATION TECHNOLOGY

- 15.1 CenturyLink shall provide Customer with its automated information technology as described herein at no cost to Customer. This technology shall be implemented within 60 days of the Effective Date of this Agreement and shall remain in effect until the expiration date of this Agreement or until this program is terminated by Customer.
- 15.2 The automated information technology shall automate internal inquiries from inmates at the Facility as well as outside calls from inmate friends and family members to the Facility. The automated information technology shall have the capability to interface with Customer's JMS at no cost to Customer.
- 15.3 The automated information technology shall be accessed through an Interactive Voice Response ("IVR") system housed at CenturyLink's data center and shall provide general information pertaining to an inmate's status to include, but not be limited to, court date, bail bond amount, release dates and etc. for inmates at the Facility. Access and use of the automated information technology shall be unlimited to the inmates or to inmate friends and families.
- 15.4 Should Customer chose to terminate the use of the automated information technology, Customer and CenturyLink mutually agree to renegotiate the commission terms of this Agreement.

- 13.1.2 Enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS.
- 13.1.3 Receive and resolve inmate comments, grievances, and questions.
- 13.1.4 Receive and resolve all administrative comments and questions, to include the unblocking of specified telephone number.
- 13.1.5 On a monthly basis, proactively provide preventative maintenance by reviewing the functionality of the ITS by performing a walkthrough of the facility.
- 13.1.6 Upon Customer's request, provide necessary documentation and assistance for investigations.
- 13.1.7 Upon Customer's request, provide monthly activity and maintenance reports for collect, debit and/or pre-paid usage.

13.2 CenturyLink must also provide a substitute for the on-site administrator when he/she is not available. The part time on-site administrator position shall not be vacant for longer than a period of 2 business days.

14. PERFORMANCE PROCESS

14.1 CenturyLink shall notify Customer of any new software upgrades within 30 days of the introduction of the new software into the industry by CenturyLink.

14.2 CenturyLink shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at Customer's Facility. Any deviation from this process shall result in a fine or penalty to CenturyLink. Such fine or penalty will be equal to no less than \$300.00 per occurrence. The fine or penalty shall be due and payable by CenturyLink upon receipt of written notification from Customer, or its Designated Agent, of the total amount due.

14.3 CenturyLink shall provide Customer, or its Designated Agent, 30 days written notice of a change or upgrade to the ITS. However, this does not apply to emergency change control.

14.4 CenturyLink shall perform extensive testing on all system changes or upgrades prior to discussing with Customer or its Designated Agent. At a minimum, this shall include the following:

- 14.4.1 Extensive testing on a system identical to the ITS at the Facility.
- 14.4.2 Circuit testing.
- 14.4.3 Configuration/setting preservation testing.
- 14.4.4 Call processing.
- 14.4.5 International calling.
- 14.4.6 Debit/pre-paid calling.

14.5 CenturyLink shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes shall provide the Facility.

14.6 CenturyLink shall receive written notification from Customer, or its Designated Agent, before scheduling or proceeding with any changes to the ITS at the Facility, especially if the changes will cause an interruption in service.

14.7 Upon receiving Customer's approval, CenturyLink shall provide the Facility with written instructions for the inmates of changes to any voice prompts or calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facility.

14.8 Customer, at its option, shall have a minimum of 2 weeks to notify inmates at Customer's Facility of any ITS changes that are going to specifically affect the inmates.

11.2.2 CenturyLink shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. CenturyLink agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions shall be due and payable by CenturyLink to Customer at the compensation rate provided in this Agreement until collect, debit and/or pre-paid calls are no longer handled by CenturyLink.

11.3 All inside wiring to the physical inmate telephones shall become the property of Customer at the conclusion of this Agreement. CenturyLink agrees to remove its equipment or sell the inmate telephone units/handsets to the new vendor at the conclusion of this Agreement in a manner that will allow the reuse of the cabling/wiring associated with the ITS.

12. GENERAL MAINTENANCE

12.1 CenturyLink shall provide the necessary labor, parts, materials, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement. No charge shall be made to Customer for maintenance of the ITS.

12.2 CenturyLink shall maintain all cable related to the ITS, whether reused or newly installed.

12.3 CenturyLink shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.

12.4 Repairs or replacements shall be started by a qualified technician within 4 hours following notification of a service request or ITS failure. CenturyLink must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Customer, and/or its Designated Agent, shall be notified of the technician's arrival onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. CenturyLink shall notify Customer any time a technician is dispatched to the Facility.

12.5 Customer may cancel this Agreement with CenturyLink if CenturyLink has not cured a service problem within 10 days of CenturyLink receiving notice of the problem from Customer or its Designated Agent.

12.6 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS. CenturyLink shall assume responsibility to repair any and all such damages. In addition, CenturyLink shall ensure that all inmate telephones are operable and maintained at an acceptable level.

12.7 All issues surrounding the ITS service shall be reported by CenturyLink to Customer or its Designated Agent promptly.

12.8 The ITS shall be updated automatically with local NPA-NXX information on a monthly basis. Customer shall not be responsible for manually updating NPA-NXX information. Upon request by Customer, CenturyLink shall supply a list of all NPA-NXXs which are considered to be local.

13. PART-TIME ON-SITE ADMINISTRATOR

13.1 CenturyLink shall provide Customer with a part-time on-site administrator at the Facility at no cost to Customer. The part-time on-site administrator shall work up to 20 hours per week. The duties and responsibilities of the part-time on-site administrator shall include, but not be limited to:

13.1.1 Maintain all databases associated with the ITS.

9. PRE-PAID/DEBIT APPLICATION

- 9.1 CenturyLink shall provide a pre-paid and/or debit application at the Facility, and such application(s) must include, but shall not be limited to, the following:
- 9.1.1 The pre-paid and/or debit application shall work with the ITS provided. The pre-paid and/or debit application shall interface with the Customer's current Commissary provider for ease of transferring money in an automated/real-time manner from the inmate's trust fund/commissary account to the inmate's ITS account as well as refunding any remaining funds to the trust fund account (real-time) upon the inmate's release. Customer shall not be responsible for any cost associated with the required interface. The current commissary provider is Keefe Commissary Network.
 - 9.1.2 The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's PAN/approved depositor list.
 - 9.1.3 The ITS shall provide the inmate and called party with the balance of the debit and/or pre-paid account at the time of the call.
 - 9.1.4 The pre-paid and/or debit application shall allow international calls.
 - 9.1.5 CenturyLink shall have the capability to configure the pre-paid cards for usage outside of the Facility(s).
 - 9.1.6 The pre-paid account application shall be able to terminate a pre-paid account and issue a refund in a manner specified by Customer in real-time. CenturyLink shall not be allowed to keep any money deposited in a pre-paid collect account and/or debit account upon termination of this Agreement. In accordance with the Missouri Unclaimed Property Act and whichever comes first, CenturyLink shall return all monies to the end-user and/or inmate upon closure of a pre-paid collect account, 6 months of no activity, release of an inmate from the Facility and/or termination of this Agreement.
- 9.2 At the request of Customer, CenturyLink shall supply Customer with signage/brochures/flyers regarding CenturyLink's pre-paid program at no cost to Customer.

10. TRAINING

- 10.1 CenturyLink shall provide onsite training to Customer's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be provided to Customer's staff at all training meetings and will become the property of Customer.
- 10.2 When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS.

11. TRANSITION

- 11.1 CenturyLink shall work with Customer, and/or its Designated Agent, and the new vendor to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.
- 11.2 Upon expiration, termination, or cancellation of this Agreement, CenturyLink shall accept the direction of Customer to ensure inmate telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:
- 11.2.1 CenturyLink agrees that all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS are the property of Customer and shall be provided to Customer in a 1) workable, software-compatible format at no cost to Customer within 15 days following the expiration and/or cancellation of this Agreement or 2) CenturyLink shall supply 1 workstation which shall become the property of Customer after expiration, cancellation or termination of this Agreement to allow Customer access to all CDRs, call recordings, documentation, reports, data and etc.

- 8.5 ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls by tagging specific dialed numbers or PINs. Monitoring shall not be detectable by the inmate or the called party and the ITS should be able to allow multiple end-points to monitor ongoing conversations.
- 8.6 The ITS shall provide simultaneous playback of recorded calls as well as continuous audio recording of live conversations.
- 8.7 ITS shall provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible by service center personnel and shall provide failure reports, service history and other diagnostics.
- 8.8 The ITS user application shall allow transfer/copy/export of recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 8.9 The ITS shall be able to email and copy the recorded conversations onto a compact disc (CD/DVD) or other storage medium in audio or MP3/data format with tamper free capabilities.
- 8.10 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 8.11 CenturyLink shall provide Customer with the required number of workstations and printers as identified in **Attachment B**, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software and a licensed copy of Microsoft Office (or equivalent). In addition to CenturyLink provided workstations, and at the request of Customer, CenturyLink shall provide remote access to the ITS at no cost to Customer or its Designated Agent. The workstation(s) shall be installed in locations specified by Customer.
- 8.11.1 The provision of remote access shall allow Customer and/or its Designated Agent, the same features and functionalities, permitted by the user's level of access, available on any computer/workstation supplied by CenturyLink.
- 8.12 The ITS shall allow Customer staff, Customer Prosecuting Attorney's Office and any other criminal justice agency designated by Customer to remotely monitor live conversations and to access call recordings for each Customer Facility. Any agency requesting remote access to the ITS shall be required to meet security requirements set forth by Customer.
- 8.13 The ITS user application shall, at a minimum, allow:
- 8.13.1 The creation, modification and deactivation of user accounts.
- 8.13.2 The creation, modification and deactivation of inmate accounts.
- 8.13.3 The creation, modification and deactivation of telephone numbers.
- 8.13.4 Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones.
- 8.13.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier.
- 8.13.6 Configuration of blocked numbers without the assistance of CenturyLink.
- 8.14 CenturyLink shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real-time call data in the event of a power failure.

- 7.1.6 The ITS shall allow for manual input or edit of inmate PINs.
- 7.1.7 The ITS shall have the capability to assign PINs for inmates through the ITS user application by randomly generating a number unique to the inmates.
- 7.1.8 Upon completion of the interface, Customer shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facility.
- 7.1.9 Customer shall not be responsible for any costs associated with CenturyLink's interface with the JMS and/or Commissary provider.

- 7.2 PINs shall not be required for booking/intake phone(s) or other locations designated by Customer.
- 7.3 PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization.
- 7.4 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 7.5 The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

8. MONITORING AND RECORDING REQUIREMENTS

- 8.1 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls and clearly designate non-recorded calls within the ITS user application.
- 8.2 The ITS shall comprehensively record all calls in the Facility. At a minimum, the Facility shall have the capability of playing back a recorded call. All inmate call recordings shall be stored online for a minimum period of 3 years and offline for a period of 2 years upon the expiration or termination of this Agreement. CenturyLink shall be responsible for supplying all storage media (CDs, DVDs, flash drives, etc.) for call recordings at no cost to Customer throughout the life of this Agreement and any renewal terms.
- 8.3 CenturyLink shall pay Customer liquidated damages in the amount of \$300.00 per each consecutive 24 hour period wherein Customer suffers one or more lost, unrecoverable or un-useable recording. Customer agrees to notify CenturyLink of such instances and provide up to 7 days per instance for CenturyLink to produce the call recordings.
- 8.4 The ITS shall be capable of live monitoring which allows Customer to view and sort in real-time, at a minimum, by any of the following criteria in chronological order:
 - 8.4.1 Call Start Time;
 - 8.4.2 Facility;
 - 8.4.3 Phone Location Name;
 - 8.4.4 Inmate Name;
 - 8.4.5 Inmate PIN;
 - 8.4.6 Called Number;
 - 8.4.7 Called City, State;
 - 8.4.8 Call Type;
 - 8.4.9 Bill Type;
 - 8.4.10 Call Status;
 - 8.4.11 Duration; and
 - 8.4.12 Voice Verification.

- 6.6 The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- 6.7 The ITS shall have the capability to detect when a call has been answered.
- 6.8 The ITS shall have a fraud prevention feature. At the request of the Customer, this feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
- 6.9 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 6.10 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call; however, the inmate shall be able to hear the progress on the called party side.
- 6.11 The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
- 6.12 The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facility is detailed in **Attachment B**.
- 6.13 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

7. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- 7.1 The PIN application must include, but shall not be limited to, the following:
 - 7.1.1 The PIN application shall work with the ITS using all of the features and functionalities described herein.
 - 7.1.2 The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
 - 7.1.3 The ITS shall be capable of providing Personal Allowed Numbers ("PAN") associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
 - 7.1.4 The ITS shall be capable, upon request by Customer, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
 - 7.1.4.1 PANs per inmate or identifying number;
 - 7.1.4.2 Calls by PIN or other identifying number.
 - 7.1.5 The ITS shall be capable of accepting, randomly generating and storing PIN information which shall be unique to each inmate and for use of the ITS. The ITS shall interface with Customer's internal jail management system ("JMS") and/or Commissary provider to allow inmate PINs to be automatically created, transferred, activated and deactivated in the ITS based on the inmate's custody status. Customer requires that PINs be implemented with the initial installation. The following requirements will apply relative to an interface:
 - 7.1.5.1 A real-time or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:
 - 7.1.5.1 Inmate ID;
 - 7.1.5.2 Inmate First and Last Name;
 - 7.1.5.3 Inmate Housing Location;
 - 7.1.5.4 Inmate Custody Status (i.e. active/inactive, etc.)

- 5.26 CenturyLink shall provide accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf ("TDD"). CenturyLink shall provide the number of TDD telephones identified in **Attachment B** and shall be compatible with the ITS.
- 5.27 CenturyLink shall have the capability to establish an informant line at no cost to Customer. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. If so requested by Customer, the destination for the informant line may be an automated voicemail box or an internal ITS speed dial/prompt. Playback of the informant calls shall be available via the ITS. CenturyLink shall accept Customer's direction for how the informant line is configured through the ITS.
- 5.28 CenturyLink shall work with Customer on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, CenturyLink shall:
 - 5.28.1 Route free calls via the ITS to a destination provided and designated by Customer.
 - 5.28.2 Provide a telephone line, at no cost to Customer, dedicated for the PREA calls to which the calls will be routed as free.
- 5.29 Customer may choose to use the same destination and/or telephone line for PREA calls as is used for the informant calls.
- 5.30 Pro-bono calls to Consulates of all countries are required for ICE detainees and shall be provided at no cost to Customer.
- 5.31 The selection of a Local, Intralata, Interlata, and Interstate carrier for the inmate and pay telephone system shall be made by CenturyLink.

6. SECURITY FEATURES

- 6.1 The ITS shall prohibit:
 - 6.1.1 Direct-dialed calls of any type;
 - 6.1.2 Access to a live operator for any type of calls;
 - 6.1.3 Access to "411" information service;
 - 6.1.4 Access to 800, 888, 877, 900, 911, and any other 900 type services;
 - 6.1.5 Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 6.2 The ITS shall prevent call collision or conference calling among telephone stations.
- 6.3 The ITS must be able to shut down quickly and selectively. Customer must be able to shut down the ITS via CenturyLink's web-based application and/or by cut-off switches at several locations including, but not limited to:
 - 6.3.1 At demarcation location;
 - 6.3.2 By central control;
 - 6.3.3 By select housing units.
- 6.4 The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
- 6.5 The ITS shall prevent all inmate telephones from receiving any incoming calls. CenturyLink shall work with the LECs to ensure such control. CenturyLink shall follow Customer's direction regarding the information displayed on the called party's caller ID each time a call from the Facility is placed.

- 5.19.11 Bill Type;
- 5.19.12 Duration (Minimum and Maximum);
- 5.19.13 Call Amount;
- 5.19.14 Flagged Calls;
- 5.19.15 Monitored Calls;
- 5.19.16 Recording Type;
- 5.19.17 Completion Type;
- 5.19.18 Termination Type;
- 5.19.19 Validation Result;
- 5.19.20 Phone Group;
- 5.19.21 Visitation Phones; and
- 5.19.22 Custom Search.

- 5.20 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow Customer to export the reports in a format selected by Customer (.csv, PDF, Excel, etc.). Standard reports are as follows:
- 5.20.1 Call Statistics by Date Range;
 - 5.20.2 Frequently Called Numbers;
 - 5.20.3 Frequently Used PINs;
 - 5.20.4 Commonly Called Numbers;
 - 5.20.5 Call Detail Report;
 - 5.20.6 Gross Revenue Report by Date Range;
 - 5.20.7 Facility Totals and Statistics;
 - 5.20.8 Called Party/Number Accepting Report;
 - 5.20.9 Fraud/Velocity Report;
 - 5.20.10 Total Calls;
 - 5.20.11 Calling List (PAN) Report;
 - 5.20.12 Debit Usage Report;
 - 5.20.13 Debit Balance and Funding Report;
 - 5.20.14 Bill and Call Type Distribution;
 - 5.20.15 Phone Usage;
 - 5.20.16 Reverse Look-Up; and
 - 5.20.17 User Audit Trail.
- 5.21 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and/or its Designated Agent and CenturyLink and at no cost to Customer.
- 5.22 The CDRs shall be stored in a minimum of 3 locations to avoid any possible loss of call detail records.
- 5.23 The ITS shall store all CDRs, including all attempts and completed calls, for a minimum period of 3 years. Customer shall have access to all CDRs from all CenturyLink provided workstations and remote access computers, based upon user's access level.
- 5.24 CenturyLink shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone, station port, channel, line, etc. Remote diagnostic tests shall, at a minimum, be completed one time each day on each telephone.
- 5.25 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

- 5.9 The ITS must offer the called party an option to receive a rate quote during the call set-up process. The ITS must repeat the options to the called party a minimum of 2 times during the initial call process.
- 5.10 The ITS shall allow inmate(s) to record their name only once and with the first call made by the inmate(s). The ITS shall allow the inmate(s) no more than 2 seconds to record their name. The recorded name shall be stored in the ITS and shall be played back with all subsequent call attempts.
- 5.11 The ITS shall process calls on a selective basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. At Customer's request, CenturyLink agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.
- 5.12 Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 5.13 CenturyLink shall subscribe to the LEC Line Information Screening Data Base ("LIDB"). CenturyLink shall query this database as required to maintain a high degree of accuracy for each collect LEC billed inmate call and process only those calls which do not have Billed Number Screening ("BNS"). CenturyLink must assume all responsibilities for the cost and the accuracy of validation.
- 5.14 The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. Customer reserves the right to request CenturyLink to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within 30 days of the request.
- 5.15 The ITS shall allow free local telephone calls from the booking/intake phone(s) or other locations designated by Customer.
- 5.16 The ITS shall provide free calling to selected telephone numbers as determined by Customer and detailed in **Section Five—Compensation, Subsection E** of this Agreement.
- 5.17 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Customer, without the assistance of CenturyLink and at no cost to Customer.
- 5.18 The ITS shall ensure that calls to rotary telephones are completed accurately and positive acceptance is applied to the call.
- 5.19 The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by Customer (.csv, PDF, Excel, etc.):
- 5.19.1 Inmate Name (First, Last);
 - 5.19.2 Inmate PIN;
 - 5.19.3 Record Identifier;
 - 5.19.4 Date Range (Start Date/Time and End Date/Time);
 - 5.19.5 Facility;
 - 5.19.6 Called Number;
 - 5.19.7 Originating Number;
 - 5.19.8 Station Port;
 - 5.19.9 Station Name;
 - 5.19.10 Call Type;

- 4.14 CenturyLink shall clean up and remove all debris and packaging materials resulting from any work performed at the Facility.
- 4.15 CenturyLink shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 4.16 CenturyLink shall install, repair and maintain all CenturyLink provided equipment and lines, including but not limited to any wiring or cable work required from the demarcation throughout the Facility, at no cost to Customer. All CenturyLink-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of CenturyLink.
- 4.17 Upon completion of any/all installations, CenturyLink must provide Customer and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.

5. ITS AND USER APPLICATION SPECIFICATION

- 5.1 CenturyLink shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the ITS, including local, long distance, and international calling.
 - 5.1.1 The ITS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, debit and/or speed dial.
 - 5.1.2 Telephone station equipment shall be powered by a telephone line or equivalent and require no additional power source. A power source will be available at the demarcation location.
- 5.2 CenturyLink agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and etc. required by Customer and/or outlined in **Attachment B**.
- 5.3 CenturyLink shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time. Customer reserves the right to require CenturyLink to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by CenturyLink result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by CenturyLink at no cost to Customer.
- 5.4 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephone sets installed must include volume control. CenturyLink shall accept Customer's reasonable decision regarding whether the reception quality is acceptable.
- 5.5 Call acceptance by the called party shall be accomplished for all calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall recognize standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing and no voice from called party.
- 5.6 The ITS shall be configured to monitor the cradle on the telephone sets: If the cradle is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. CenturyLink must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 5.7 With each call, the ITS shall provide an automated message advising the called party that the call is coming from a specific inmate at the Facility and that the call "may be monitored and recorded."
- 5.8 With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. ***This recording must be free of any charges.***

- 4.1.2 Should CenturyLink incur liquidated damages, Customer will invoice CenturyLink. Payment of the invoice shall be made to Customer or its Designated Agent within 30 days of CenturyLink's receipt of the invoice.
- 4.2 CenturyLink shall be responsible for all costs associated with the ITS, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This includes all wiring, new electrical circuit installations, cables, parts, software and physical installation at each Facility.
- 4.3 CenturyLink's ITS shall not be configured to reside on or use Customer's network.
- 4.4 CenturyLink agrees to obtain Customer's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings and etc. or any other portion of the Facility. This includes existing, newly constructed or expanded buildings.
- 4.5 CenturyLink agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 4.6 The ITS shall comply with all Federal Communication and/or Utility Commissions regulations.
- 4.7 The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephone sets is specified in **Attachment B**. Placards containing dialing instructions in English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones shall not contain any removable parts.
- 4.8 CenturyLink shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by CenturyLink upon Customer's request.
- 4.9 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility is at the risk of CenturyLink. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by CenturyLink becomes Customer's property upon termination and/or expiration of this Agreement.
- 4.10 CenturyLink agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 4.11 Throughout the term of this Agreement, Customer may require additional inmate telephones and monitoring and recording equipment for the existing Facility, expansions and/or newly constructed Facilities. CenturyLink shall install any additional inmate telephones and monitoring and recording equipment, as needed, within 30 days of request and at no cost to Customer. This shall be done throughout this Agreement term and all subsequent renewal terms.
- 4.12 CenturyLink shall provide and install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS and at no cost to Customer.
- 4.13 Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise directed by Customer.

ATTACHMENT A

VENDOR RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

1. GENERAL REQUIREMENTS

- 1.1 CenturyLink shall furnish, install and maintain inmate telephones for use by inmates at the Facility operated by Customer and shown in **Attachment B**. CenturyLink shall provide all telephone services to the inmates utilizing CenturyLink's ITS in accordance with those requirements and provisions set forth in this Attachment and this Agreement.
- 1.2 CenturyLink shall notify Customer within 30 days of any new software upgrades specific to the ITS and associated features that are currently installed at Customer's Facility pursuant to this Agreement. CenturyLink shall upgrade the ITS with the new software versions and new hardware as required by Customer at no cost to Customer.
- 1.3 CenturyLink shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. CenturyLink shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.4 CenturyLink shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, to Customer, and Customer to its employees and all subcontractors, to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of CenturyLink's personnel involved. Customer may require, at CenturyLink's expense, drug testing of CenturyLink's personnel if no drug testing records exist or if such test results are older than 6 months.

2. SECURITY CLEARANCE

- 2.1 All CenturyLink employees shall obtain, at CenturyLink's cost, the appropriate personnel background security clearance prior to arrival at the Facility. The security clearance shall be completed by Customer – Human Resources Department. CenturyLink shall ensure compliance of appropriate rules of conduct. Additionally, all CenturyLink employees will comply with Customer's policies and procedures. Entry to the Facility is subject to the approval of the Facility.

3. SINGLE POINT OF CONTACT

- 3.1 CenturyLink shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. CenturyLink shall provide Customer and its Designated Agent with contact information for the AE which shall include a local telephone number, mobile number, fax number and email address, for inmate telephone service issues.

4. INITIAL AND ONGOING INSTALLATIONS

- 4.1 For each installation, CenturyLink shall submit an implementation plan that shall include an installation schedule. Initial installations must be completed within 60 days of the Effective Date of this Agreement. This implementation plan will become a part of this Agreement and must be followed.
 - 4.1.1 Due to CenturyLink's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, CenturyLink may incur liquidated damages in the amount of \$300.00 per day for each day beyond the installation date. In no event will natural disasters or acts of God cause CenturyLink to incur liquidated damages.



LIBERTY MUTUAL INSURANCE COMPANY

HEAD OFFICE, BOSTON, MASSACHUSETTS

PERFORMANCE BOND

Bond Number: 022035258

KNOW ALL MEN BY THESE PRESENTS; That Embarq Payphone Services, Inc. dba CenturyLink

(hereinafter called the Principal), and Liberty Mutual Insurance Company, a corporation of the State of Massachusetts (hereinafter called the Surety), are held and firmly bound unto

Jackson County, 415 East 12th Street, Kansas City, MO 64106

(hereinafter called the Obligee), in the full and just sum of One Hundred Thousand and No/100-----

DOLLARS (\$ 100,000.00) to the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement entered into a agreement with the obligee for Inmate Telephone Service Agreement. RFP No. 34-11.

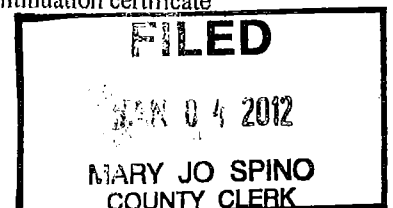
which agreement is hereby referred to and made a part of hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said agreement for a period of one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning December 7, 2011 and ending December 7, 2012
2. In the event of a default by the Principal in the performance of the agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance which occurred during the effective period of the bond, up to the maximum penalty of this bond.
3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.



6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
7. No modification of the Maintenance Agreement guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.
8. This bond may be canceled by the Surety at any time provided notice is sent to the Obligee by Certified Mail at least sixty (60) days prior to the effective date of such cancellation.
9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgment and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 7th day of December, 2011

Embarq Payphone Services, Inc. dba CenturyLink
Principal

By: [Signature]

[Signature]
Witness

LIBERTY MUTUAL INSURANCE COMPANY

[Signature] Surety
Melissa Haddick, Attorney-in-fact

[Signature]
Witness Gina A. Rodriguez

The above terms and conditions of this bond have been reviewed and accepted by
Q. Troy Thomas, the obligee.

Acknowledged and Accepted:

By: [Signature]

Printed Name: Q. Troy Thomas

Title: Director of Finance & Purchasing

Date: December 22, 2011

APPROVED AS TO FORM:
[Signature]
COUNTY COUNSELOR

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4921672

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONALD R. GIBSON, SANDRA PARKER, MELISSA HADDICK, TERRI L. MORRISON, TANNIS MATTSON, GINA A. RODRIGUEZ, JOE MARTINEZ, MARY PENA, AMY FOWLER, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY FIVE MILLION AND 00/100 DOLLARS (\$ 75,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 11th day of October, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of October, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of December, 2011.

By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DONALD R. GIBSON, SANDRA PARKER, MELISSA HADDICK, TERRI L. MORRISON, TANNIS MATTSON, GINA A. RODRIGUEZ, JOE MARTINEZ, MARY PENA, AMY FOWLER, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 19th day of May, 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of December, 2011.



Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PAYMENT BOND

BOND NO. 022035258

KNOW ALL BY THESE PRESENTS, That we,

Embarq Payphone Services, Inc. dba CenturyLink

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company a Massachusetts Corporation,
as Surety, hereinafter called Surety, are held and firmly bound unto

Jackson County, 415 East 12th Street, Kansas City, MO 64106

(Here insert the name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in the amount of One Hundred Thousand and
No/100 Dollars (\$ 100,000.00).

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner for

Inmate Telephone Service Agreement, RFP No. 34-11

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
 - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 7th day of December, 2011.

Embarq Payphone Services, Inc. dba CenturyLink

Principal

By

Liberty Mutual Insurance Company

By

Melissa Haddick,

Attorney-in-Fact