



State of Maine Department of Administrative and Financial Services

Document Type	Contractor Name	Advantage CT or RQS Number
Contract Amendment	Legacy Inmate Communications	20170111000000002095
Department	Contract Start Date	Internal Department Contract Number
03A-Department of Corrections	9/6/18	
Short Description of Goods or Services	Contract End Date	Contract Amount
Inmate Communications - EDOVO Messaging	6/30/2022	\$0.00
		Approval Date Time
		9/14/18 8:59 AM

This contract has been approved by the Division of Purchases, Chair of the State Procurement Review Committee and encumbered by the Office of the State Controller.

Division of Procurement Services Amendment Authorization Form

Form Instructions: This form must accompany amendments being proposed for approval to existing contracts.

Program Administrator:	Mark McCarthy	Office/Division/Program:	Central Office - Corrections
Phone:	287-4389	CT Number:	03A 20170111-2095
Amendment Amount \$:	\$0 (cost neutral)	Revised Agreement Amount: \$	(unchanged)
Amendment Date:	9/6/2018	Revised Agreement End Date:	6/30/2022
Provider/Vendor's Business Name and Address:	Legacy Inmate Communications 10833 Valley View Street, Suite 150 Cypress, CA 90630		
VC Number:	VC0000215770		
Type of Service:	Inmate Communications – Edovo Messaging		
1. Specific Problem or Need for Amendment:			
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.			
<p>This amendment adds a Tablet Program with Edovo Connect and other services on the tablet to existing inmate phone services. Provider will provide at least 360 Tablets and supporting equipment to implement and operate the Tablet Program. The Tablets will be placed for use by prisoners in a facility within the areas defined by the Department.</p>			
2. Adjustment in Agreement Amount:			
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".			
N/A – this amendment does not modify the agreement amount.			
Approved by			
Date:	9/10/18		

Department of Corrections
CONTRACT FOR SPECIAL SERVICES – AMENDMENT

BY AGREEMENT of both parties this 6th day of September, 2018 the Contract for Special Services between the State of Maine, Department of Corrections hereinafter called "Department," and Legacy Inmate Communications, hereinafter called "Contractor," is hereby amended as follows:

1. The termination date is extended from June 30, 2019 to June 30, 2022.

Reason: The parties have agreed to exercise the three (3) one-year renewal periods allotted under the original contract.

2. The dollar amount of the contract is increased by N/A – no cost increase.

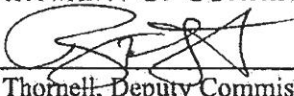
3. The Scope of Services in Rider A is amended as follows: The amended Scope of Services is provided on Amended Riders A and B attached hereto.

All other terms and conditions of the original contract dated January 3, 2017 remain in full force and effect.

IN WITNESS WHEREOF, the Department and Contractor, by their duly authorized representatives, have executed this amendment in 1 originals as of the day and year first above written.

DEPARTMENT OF CORRECTIONS

By:



Ryan Thornell, Deputy Commissioner

9.10.2018

(Date)

and

LEGACY INMATE COMMUNICATIONS

By:



Brian Hill, CEO

9/10/18

(Date)

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

Department number and Contract number (CT #):
Encumbered or Unencumbered : (check one)
Old Contract Amount: \$ 1,417,500 Est.
New Contract Amount: Unchanged
New Service to Date: June 30, 2022

03A 20170111-2095
Vendor Code: YC0000215770
Amount of Increase: \$ N/A
Amount of Decrease: \$ N/A
Account Codes: Inmate Trust Funds

AMENDED RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. Agreement Summary:

The Provider will install, implement and maintain a debit only prisoner/resident - phone system and a remote video visitation system for statewide MDOC facilities. The system includes all equipment, hardware, software, system engineering, material maintenance, labor, training and all things necessary to provide, install, implement, interface, and maintain the phone and video visitation system.

A. The provider will also make available a Tablet Program with Edovo Connect and other services on the tablet. Provider will provide at least 360 Tablets and supporting equipment to implement and operate the Tablet Program. The Tablets will be placed for use by prisoners in a facility within the areas defined by the Department.

1. Tablets will initially be deployed in two phases.
2. Phase I to kick off no later than November 2018 (No less than 140 tablets)
3. Phase I deployment includes:
 - a) Maine Correctional Center- Women's Center
 - b) Mountain View Correctional Center- Units C, D, E
 - c) Maine State Prison-IMHU
4. Phase II to kick off no later than Winter, 2019 (No less than 220 tablets)
5. Phase II deployment to include:
 - a) Mountain View Correctional Facility -all other wired areas
 - b) Maine State Prison- 400 building, activities building
6. Tablets may be deployed at additional facilities upon mutual agreement by both parties, under the terms of this agreement.

B. The Department and Provider will establish a direct billing system for the Provider's video visitation system, SMS, and other services.

2. Facilities Served:

Downeast Correctional Facility – due to facility closure
Service to all other facilities remains intact.

3. Contract Term:

The parties agree to exercise the three (3) one-year renewal periods allotted under the original contract. The termination date is hereby extended from June 30, 2019 to June 30, 2022.

4. Description of Services Provided Under This Contract:

A. The parties agree that the services described in MDOC's solicitation document, RFP #201511215 for Prisoner/Resident Phone and Remote Video Visitation System (incorporated into this Agreement as Rider D), together with the proposal response submitted by the Provider (incorporated into this Agreement as Rider E), fairly and accurately describe the services to be provided under this contract. ~~Despite other ancillary services proposed by the Provider, this contract is limited to the services specified in the Department's RFP document.~~

C. The parties mutually understand and agree that in the event of any conflict among the provisions of the above documents that constitute the State of Maine Contract for Special Services with Provider, the conflict shall be resolved by giving precedence to the documents in the order listed, with the Contract for Special Services – Amendment having the highest precedence, followed by the State of Maine Agreement

to Purchase Services (Division of Purchases Form BP54-IT), and the Legacy Technical Proposal Response being subordinate to all other listed documents.

Additional Scope:

E. Edovo Tablet Program

1. Physical Specifications

Each Tablet shall be correctional-grade and, at a minimum, the Tablet screen shall be a color LCD shatter resistant touch screen at least 7" in diagonal. Additionally, each Tablet comes with a 90-day warranty against manufacturer defects to include costs of return shipping. Prisoners shall be prohibited from having access to the internet or any external applications. The Tablets must communicate with pre-approved Applications and servers only.

2. Content and Functionality

a) Provider shall equip the Tablets (at a minimum) with the attendant Edovo Insight, Edovo Educational Suite with Incentive Based Learning, Edovo Connect functionality, and other functionality and software, including agreed upon programming content that includes but is not limited to behavioral health, education, vocation, reentry preparation, and general career skill building.

i. The Department understands the term Edovo Insight- to mean - *An analytics tool that enables facility administrators, corrections officers, and investigators information access to ensure the safety and security of their facilities.*

ii. The Department understands the term Edovo Educational Suite to mean- A Learning Management System built for the corrections industry. Learners can access curated courses aimed at enhancing knowledge and marketable skills, improving decision making, and aiding in reentry. The platform is designed to help incentivize learners to find a path, guide them in their growth, track progress, and reward them for their efforts.

iii. The Department understands the term Edovo Connect to mean- An affordable, accessible, friction-less communications platform enabling the incarcerated to connect with sponsors on the outside, such as friends, family, and support organizations. The Department approves the use of SMS Text messaging as part of Edovo Connect. At the Department's request, Provider may add additional services to Tablets under the umbrella of Edovo Connect.

b) At the Department's request, Provider may add "for-fee" services to the tablets (including but not limited to premium content and subscription services or communication services). These "for-fee" services shall be paid by the prisoners directly or indirectly by a third party. The addition of "for-fee" services will not impede the use of Edovo Educational Suite, Edovo Insight, Edovo Connect or other programming content previously available without fee to prisoners.

3. Software

All software used on the Tablets shall be deemed "off-the-shelf" software and therefore fall under Section 43 of Rider B-IT.

4. Title

All title to the tablets, charge carts, router, server, firewall, and platform and licensed material remains with Provider and upon termination of this Amendment will be returned to Provider in good and working order. Any damage to or theft of the equipment or tablets outside of ordinary wear and tear

will be the responsibility of the facility to make the determination on how the damage or theft will be paid for.

5. Substitution

Any and all tablets and hardware described herein and to be provided pursuant to this Agreement may be substituted by Provider, at its sole discretion, by items of equal or greater quality.

6. Edovo Connect

- a) The Tablet operating system will provide a secure platform (Edovo Messenger) that will allow for incarcerated individuals to send and receive direct messages to approved external contacts.
- b) The Tablet operating system will not include additional messaging services such as phones and Edovo Mail unless requested by the Department and then agreed by upon mutual consent.
- c) All messages will be reviewable by the Department. Department staff can search and filter messages by sender, receiver, keyword, and date range and staff can also block select messages and select the reason for the action. Both the sender and receiver of the message will receive a notice stating that a message was blocked and the reason it was blocked.
- d) Message logs will be stored and accessible for the duration of the contract. Users will have access to their past messages and conversations, and administrative staff will have access to all messages for review and analysis.
 - i. Communication will be received by the external party as a standard SMS message. The invitation text includes a link where the family member can deny or accept request. If a request for communication is denied, any further messages from the incarcerated user to that individual will be blocked. Messaging plans are unique to each pair of sender and receiver, are billed on a monthly basis, and can be cancelled anytime. External sponsors may also disable or re-enable communication with their contacts at any time. Subject to the Department's approval, Provider reserves the right to change how the message is received by the external party during this contract.

7. User Agreement

In conjunction with the use of a Tablet, each person who logs on and creates an account will be required to confirm acceptance of Terms of Use and the Privacy Policy, which shall be available for review within the log-in area of the Tablet. The Terms of Use and Privacy Policy shall be inserted as a pre-condition to use of the Tablet and clicking a checkbox to acknowledge acceptance of the terms shall be a requirement for users. The Provider will submit a revised Terms of Use and Privacy Policy to the Department for its review and approval within 30 days of this amendment signing.

8. Installation and Training

- a) Provider shall provide and install all necessary equipment to establish broadband internet connection necessary to operate Tablets.
- b) Provider shall deliver Tablets and Tablet charge carts and associated equipment to the Facilities for the operation of the Tablet program.
- c) Provider shall provide two (2) two-hour training sessions for Department staff at each facility who will administer the Tablet Program in the facilities.
- d) Provider shall conduct initial on-site testing of the Tablets and network prior to the programing implementation.

- e) Provider shall proactively monitor hardware assets it has provided through this agreement via a secure networking monitoring system and perform remote troubleshooting. If non-tablet hardware failure is detected and not due to negligence or misuse of the Department, Facility, or prisoners/users, Provider shall ship replacements for installation (i) by Facility (if preferred by Department), or (ii) Provider personnel or through a subcontractor authorized by Provider.
 - f) Provider will replace or repair tablets which are malfunctioning, or defective based upon manufacturing defect.
 - g) Provider will, at no cost to the Department, replace 5% of Tablets annually for physical damages, including but not limited to physically damaged screens, physically damaged ports, physically damaged buttons, and general case wear and tear. Additional replacement or repair of Tablets will be conducted on an as needed basis at a rate of \$250 per tablet. Provider will invoice the department for the total number of additional tablets that have been replaced and associated shipping costs.
9. Responsibilities of the Department
During the Amended Period, the Department shall:
- a) Designate an individual to serve as the principal contact for communications with Provider regarding implementation and operation of the Tablet Program and provide the identity of that individual and that individual's contact information to Provider, which information the Department shall keep current.
 - i. Provider's communication with the Department will be solely through the Department's Deputy Commissioner or Designee, Director of Strategic Initiatives.
 - b) Designate an individual or individuals in the unit at each Tablet facility to administer the daily checking in/out of Tablets and provide the identity of such individual and such individual's contact information to Provider, which information the Department shall keep current.
 - i. When Provider is communicating with designated individual at Tablet facility, Provider shall Cc Department's Deputy Commissioner or Designee, Director of Strategic Initiatives.
 - c) Select the specific populations within the Facility who are eligible to have access to the Tablets and make the Tablets available for use on a daily basis to the prisoners unless such activity is precluded due to significant security concerns.
 - d) Designate a secure location within the Facility for storage of the Tablets and ensure that Tablets are stored securely within wireless connectivity range when not in use.
 - e) Monitor use of the Tablets, take appropriate action with regard to misuse of Tablets and report misuse to Provider.
 - f) Provide or make available for purchase, prior to launch day, functionally compatible earbuds or headphones to be made available throughout the duration of the Edovo program. Earbuds / Headphones must be pre-approved by Provider prior to launch. Department is required to send a pair of sample earbuds / headphones to Provider for testing purposes prior to approval.
 - g) Request a Return Merchandise Authorization (RMA) Form from Provider for any non-operating tablets.

- h) Be solely responsible for the safety and security of the prisoners who participate or Department employees or third parties directed by Department who coordinate or oversee the program.
- i) Provide Provider a daily digital file of accurate prisoner information. This file will be uploaded to the Provider FTP site by 9:00 p.m. daily and will, at a minimum, contain: First and last name, Prisoner ID and Date of Birth.
- j) Issue Provider a tax-exempt certificate upon execution of this agreement.

F. Technical Consulting

Provider can, at its discretion and Department's request, provide technical consulting for the purposes of providing the intended services. (These are for services not covered in the scope of this Amendment and Provider will support the platform provided as part of the Amendment).

AMENDED RIDER B-IT
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** The "per minute" Call Rates and Commission Rates rates under this Agreement are delineated as follows:

Telephone	Call Rate	\$0.09 per min
	International Rate	\$0.20 per min
	Commission Rate	\$0.05 per min

Video Visitation	Remote Visitation Rate	\$0.25 per min
	Commission Rate	\$0.05 per min

<u>Edovo Connect*</u>	<u>Up to 10 Messages</u>	<u>\$ Free</u>
	<u>250 Messages</u>	<u>\$10.00 per month</u>
	<u>600 Messages</u>	<u>\$20.00 per month</u>
	<u>2,000 Messages</u>	<u>\$50.00 per month</u>

*Pricing may change from time to time upon mutual written consent of Provider and Department.

<u>Technical Consulting</u>	<u>By phone</u>	<u>Mutually agreed upon rate</u>
	<u>On-site Daily rate – (one day min.) + travel expenses</u>	<u>Mutually agreed upon rate</u>

All rates (other than commission rates) under this agreement are payable to the Provider by friends and families of prisoners/residents housed in Department facilities.