

CONTRACT NO.: CT200100005 REQ NO.: N/A - Statewide

TITLE: Statewide Inmate Kiosks and Communications

BUYER: Teri Schulte

PHONE NO.: (573) 522-3296 E-MAIL: teri.schulte@oa.mo.gov

TO: Securus Technologies, LLC.

4000 International Parkway Carrollton, TX 75007

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND BY E-MAIL, FAX, OR MAIL/COURIER:

Anterior and a superior and a superi	***************************************
SCAN AND E-MAIL TO:	teri.schulte@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	Purchasing, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	Purchasing, 301 West High Street, Room 630, Jefferson City, Mo 65101-
1 1 2 4	1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS STATE CORRECTIONAL ENTITIES THROUGHOUT MISSOURI

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Nevada Contract for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

SIGNATURE REQUIRED

Doing Business as (DBA) name		LEGAL NAME OF ENTITY	ANDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
		Securus Technologies, LLC	
MAILING ADDRESS		IRS FORM 1899 MAILING	
		4000 International	Pkwy
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
		Carrollton, TX 75007	
CONTACT PERSON		EMAIL ADDRESS	
Geoffrey M. Boyd		gboyd@securustech	nologies.com
PHONE NUMBER		PAX NUMBER	
972-277-0300			
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
75-2722144	_X FEIN \$\$N		
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			. ,
_XCorporation Individual State/L	ocal Government	Partnership Sole Pr	oprietorIRS Tax-Exempt
AUTHORIZED SIGNATURE		DATE 2/7	120
PRINTED NAME		TITLE	
Geoffrey M. Boyd		Chief Financial Off	icer



CONTRACT TITLE:

Statewide Inmate Kiosks and Communications

CONTRACT PERIOD:

Date of Award through July 30, 2020

Contract CT200100005 is awarded by the State of Missouri consisting of the following documentation:

• The attached NASPO ValuePoint Master Agreement, signed by the State of Nevada Department of Administration, Purchasing Division on 7/16/2018.

• The attached RFP#99SWC-S26, issued by the State of Nevada on 03/07/2018 consisting of 55 pages.

• The attached Participating Addendum.

The contractor shall provide the Inmate Kiosks and Communications specified by the State of Missouri, for various state correctional agencies throughout the state at the prices specified in the attached documentation. All references to State of Nevada, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to State of Nevada such as background information, statistical/factual information, etc.

The contractor shall submit invoices for Inmate Kiosks and Communications services provided for the State of Missouri to the address shown on the ordering agency's purchasing order.

Federal Funds Requirement:

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Debarment Certification:

The contractor certifies by signing the signature page of this original document and any addendum signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., Exhibit A. This document must be satisfactorily completed prior to award of the contract.

Schulte, Teri

From:

Rachel Drew <rdrew@securustechnologies.com>

Sent:

Tuesday, February 11, 2020 4:56 PM

To:

Schulte, Teri

Subject:

RE: CT200100005 - NASPO Inmate Kiosks and Communications

Hi Teri,

In April 2011, we had a name change. It was a name change only, Evercom was updated to Securus it is the same EIN.

From: Schulte, Teri [mailto:Teri.Schulte@oa.mo.gov]

Sent: Monday, February 10, 2020 1:45 PM

To: Rachel Drew **Cc:** Heather Barthlow

Subject: RE: CT200100005 - NASPO Inmate Kiosks and Communications

I will need the MOU for Securus Technologies rather than Evercom Systems Inc.



Teri Schulte

Statewide Team Manager
State of Missouri | OA - Division of Purchasing | 573.522.3296 | teri.schulte@oa.mo.gov | www.oa.mo.gov/purch

How did we do? https://surveys.mo.gov/oacares

From: Rachel Drew <rdrew@securustechnologies.com>

Sent: Monday, February 10, 2020 12:54 PM To: Schulte, Teri < Teri. Schulte@oa.mo.gov >

Cc: Heather Barthlow hbarthlow@securustechnologies.com

Subject: RE: CT200100005 - NASPO Inmate Kiosks and Communications

Hi Teri,——

Attached is the full eVerify MOU. Please let me know if this is not sufficient.

Thanks Rachel

RACHEL DREW

Manager, Sales Operations Securus Technologies, Inc. 4000 International Parkway, Plano, Texas 75007

DIRECT: (469) 404-1868 SecurusTechnologies.com From: Schulte, Teri [mailto:Teri.Schulte@oa.mo.gov]

Sent: Monday, February 10, 2020 11:16 AM

To: Heather Barthlow **Cc:** Rachel Drew

Subject: RE: CT200100005 - NASPO Inmate Kiosks and Communications

Hi Heather.

Can you please submit the E-Verify Employment Eligibility Verification documentation? We received a page that states "Company Information" at the top that I'm guessing is the E-Verify documentation but it does not verify that in any way.



Teri Schulte

Statewide Team Manager
State of Missouri | OA - Division of Purchasing | 573.522.3296 | teri.schulte@oa.mo.gov | www.oa.mo.gov/purch
How did we do? https://surveys.mo.gov/oacares

From: Heather Barthlow < hbarthlow@securustechnologies.com >

Sent: Sunday, February 9, 2020 2:53 PM **To:** Schulte, Teri < Teri. Schulte@oa.mo.gov>

Cc: Rachel Drew < rdrew@securustechnologies.com >

Subject: RE: CT200100005 - NASPO Inmate Kiosks and Communications

Teri,

Please see the attached NASPO documents. Please note, we adjusted language in the administration fee remittance section to allow enough time for us to close the month and get a check cut to the state.

Let me know if there are any questions, and/or if you need anything else.

Thanks,

HEATHER BARTHLOW

Vice President Sales Operations Securus Technologies, LLC 4000 International Pkwy. Carrollton, Texas 75007

PERSONAL CELL: (214) 498-9119 SecurusTechnologies.com

Schulte, Teri

From:

Heather Barthlow heather Barthlow heather Barthlow heather Barthlow heather.new.googles.com>

Sent:

Sunday, February 9, 2020 2:53 PM

To: Cc: Schulte, Teri

CC.

Rachel Drew

Subject:

RE: CT200100005 - NASPO Inmate Kiosks and Communications

Attachments:

MO_PA.pdf; COOP - SecurusTchnologies.pdf

Teri,

Please see the attached NASPO documents. Please note, we adjusted language in the administration fee remittance section to allow enough time for us to close the month and get a check cut to the state.

Let me know if there are any questions, and/or if you need anything else.

Thanks,

HEATHER BARTHLOW

Vice President Sales Operations Securus Technologies, LLC 4000 International Pkwy. Carrollton, Texas 75007

PERSONAL CELL: (214) 498-9119 SecurusTechnologies.com

Cooperative Procurement Program:

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide Inmate Kiosks and Communications services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: http://www.moga.mo.gov/mostatutes/stathtml/0670003601.html.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

Authorized Personnel:

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts. **Exhibit B** must be completed prior to award of contract.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 45th calendar day of the month immediately following the end of the calendar quarter, unless the 45th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102-0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- <u>Electronic Payment</u>: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 45th calendar day of the month following the reporting quarter entered on the report, unless the 45th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

CT200100005 Page 5

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment #1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
 P.O. Box 809, Jefferson City MO 65102-0809

OR.

Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517

• Fax: (573) 526-9815

Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 45th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 45th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment #2 which is downloadable from http://oa.mo.gov/purchasing/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Executive Order 04-09: Products and/or Services Provided Outside United States:

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the contractor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes	No _X		
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes	No		
If YES, mark the appropriate exemption below, and provide the requested details:				

EXHIBIT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Securus Technologies, LLC	19-285-8954	
Company Name	DUNS # (if known)	
Geoffrey M. Boyd	Chief Financial Officer	
Authorized Representative's Printed Name	Authorized Representative's Title	
	2/7/20	
Authorized Representative's Signature	Date /	

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later
 determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to
 the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the
 prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed
 circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the <u>List of Parties Excluded from Procurement or Nonprocurement Programs</u>.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by
 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary
 course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tler covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT B BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation
	pertaining to the federal work authorization program as described at
	http://www.dhs.gov/files/programs/gc 1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a
	Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY			
I certify that(C definition of a business entity, as define stated above, because: (check the application)	ompany/Individual Name) DOES NOT CURRENTLY MEET the in section 285.525, RSMo pertaining to section 285.530, RSMo as able business status that applies below)		
☐ The company that I r	individual with no employees; OR epresent employs the services of direct sellers as defined in subdivision of section 288.034, RSMo.		
I certify that I am not an alien unlawfully present in the United States and if			
Authorized Representative's Name (Please Print) Authorized Representative's Signature		
Company Name (if applicable)	Date		

EXHIBITB, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS			
I certify that Securus Technologies. LLC <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.			
Geoffrey M. Boyd Authorized Business Entity Representative's Name (Please Print) Securus Technologies, LLC Business Entity Name	Authorized Business Entity Representative's Signature J/7/20 Date		
gboyd@securustechnologies.com			
E-Mail Address			
	g: vork authorization program (Website: 1678150.shtm; Phone: 888-464-4218; Email: e- s hired after enrollment in the program who are		
Verify federal work authorization program. Do Employment Eligibility Verification page listin from the E-Verify Memorandum of Understand MOU signature page completed and signed, at	y's/individual's enrollment and participation in the E- ocumentation shall include EITHER the E-Verify ag the contractor's name and company ID OR a page ding (MOU) listing the contractor's name and the minimum, by the contractor and the Department of the signature page of the MOU lists the contractor's as of the MOU must be submitted; AND		
Submit a completed, notarized Affidavit of Wo Exhibit.	ork Authorization provided on the next page of this		

EXHIBIT B, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Geoff A. Boyd as President and Chief Financial Officer first being duly sworn on my oath, affirm Securus Technologies, LLC is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Securus Technologies, LLC does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

X	Geoffrey M. Boyd
Authorized Representative's Signature	Printed Name
Chief Financial Officer	02.07.2020
gboyd@securustechnologies.com	Date
E-Mail Address	E-Verify Company ID Number
Subscribed and sworn to before me this	PONAUGLE State of Texas

Notary ID 655160

CT200100005 Page 12

EXHIBIT B, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C - AFFIDAVIT ON FILE - CUR	RENT BUSINESS ENTITY STATUS		
defined in section 285.525, RSMo, pertaining to section 28 participates in the E-Verify federal work authorization progenrollment in the program who are proposed to work in conthe State of Missouri. We have previously provided documentation that was previously provided included the federal works are proposed to work in conthe State of Missouri. We have previously provided documentation that was previously provided included the federal works.	gram with respect to the employees hired after mection with the services related to contract(s) with mentation to a Missouri state agency or public E-Verify federal work authorization program. The		
Memorandum of Understanding (MOU) list	ing the contractor's name and the MOU signature tor and the Department of Homeland Security –		
✓ A current, notarized Affidavit of Work a notarized within the past twelve months).	Authorization (must be completed, signed, and		
Name of Missouri State Agency or Public University* to	Which Previous E-Verify Documentation Submitted:		
(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.) Date of Previous E-Verify Documentation Submission:			
Previous Bid/Contract Number for Which Previous E-Ve	rify Documentation Submitted:		
(if known)			
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature		
E-Verify MOU Company ID Number	E-Mail Address		
Business Entity Name	Date		
FOR STATE USE ONLY			
Documentation Verification Completed By:			
Buyer	Date		

Company Information

Company Name Securus Technologies, Inc. Company ID Number 60113

•		

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Evercom Systems, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

- 1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
- 2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

- 1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:
 - Automated verification checks on newly hired alien employees by electronic means, and
 - Photo verification checks (when available) on newly hired alien employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.
- 7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
- 5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- The Employer understands that participation in E-Verify does not exempt the Employer 6. from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

- 7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.
- 11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Evercom Systems, Inc.	·	
Kate Lengyel		
Name (Please type or print)	Title	PROBLEM AND THE PROPERTY OF TH
Electronically Signed	10/09/2007	
Signature	Date	and grant and any someone
Department of Homeland Security – V	erification Division	
USCIS Verification Division		
Name (Please type or print)	Title	
Electronically Signed	10/09/2007	
Signature	Date	

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM		
Information relating to your Compa	any:	
Company Name:	Evercom Systems, Inc.	
Company Facility Address:	14651 Dallas Parkway, Suite 600 Dallas, TX 75254	
Company Alternate Address:		
County or Parish:	DALLAS	
Employer Identification Number:	752722144	
North American Industry Classification Systems Code:	517	
Parent Company:	Securus Technologies,Inc.	
Number of Employees:	500 to 999 Number of Sites Verified for: 1	
Are you verifying for more than 1	site? If yes, please provide the number of sites verified for in each State.	
TEXAS	1 site(s)	
Information relating to the Programs	Administrator(s) for your Company on policy questions or operational problems:	

Name: Telephone Number:

Fax Number:

(972) 277 - 0617

E-mail Address:

Karen Zeitman (972) 277 - 0320 kzeitman@securustech.net

Name: Telephone Number:

Fax Number:

(972) 277 - 0617

E-mail Address:

Kate S Lengyel (972) 277 - 0306 Klengyel@securustech.net

PARTICIPATING ADDENDUM



INMATE KIOSKS AND COMMUNICATION

Led by the State of Nevada

Contractor: SECURUS TECHNOLOGIES, INC

Participating Entity: STATE OF MISSOURI

Master Agreement Terms and Conditions:

- Scope: This addendum covers the Inmate Kiosks and Communications contract led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- Participation: This NASPO ValuePoint Master Agreement may be used by all state
 agencies, institutions of higher institution, political subdivisions and other entities authorized
 to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for
 participation are solely within the authority of the State Chief Procurement Official.
- 3. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Geoffrey M. Boyd
Address:	4000 International Parkway, Carrollton, TX 75007
Telephone	972-277-0300
Fax:	N/A
Email:	gboyd@securustechnologies.com

Participating Entity

Name:	Autumn Deacon
Address:	301 W. High St. Jefferson City MO 65101
Telephone:	573-522-0001
Email:	Autumn.deacon@oa.mo.gov

4. Participating Entity Modifications or Additions to the Master Agreement: For informational purposes, the contractor is requested to complete **Attachment #1** of this PA regarding their economic impact to the State of Missouri.

NASPO ValuePoint

PARTICIPATING ADDENDUM



INMATE KIOSKS AND COMMUNICATIONS

Led by the State of Nevada

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

State of Missouri Contract Document CT200100005

- 5. <u>Subcontractors</u>: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint

PARTICIPATING ADDENDUM



INMATE KIOSKS AND COMMUNICATIONS

Led by the State of Nevada

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor: Securus Technologies, LLC.
Signature: Hough	Signature:
Name: Karen Boeger	Name: Geoffrey M. Boyd
Title: Director, Division of Purchasing	Title: Chlef Financial Officer
Date: April 22, 2020	Date: 2/7/20

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



PARTICIPATING ADDENDUM



INMATE KIOSKS AND COMMUNICATIONS

Led by the State of Nevada

ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number CT200100005 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

- Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
 - 150 employees. 2 offices.
 - 3705 Missouri Blvd, lefferson City, MO 64062 and 740 Lynn Street, Lebanon, MO 65536
- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CT200100005.
 - All products included in category 2.1 Inmate Kiosks and 4.1 Phone Systems in the NASPO ValuePoint Master Agreement 99SWCWC-S26
- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - The Company paid over \$980,000 in state and local taxes in the state of Missouri in 2019 alone.
- 4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:
 - PSRI and Donia & Associates
- 5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.lhbindustries.com and http://www.lhbindustries.com and http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:
 Alphapointe