

**Bowman, Tiffany J (PSC)**

---

**From:** Honaker, Allyson (PSC)  
**Sent:** Monday, February 02, 2009 3:18 PM  
**To:** Bowman, Tiffany J (PSC); Stevens, Jim (PSC)  
**Subject:** FW: RESPONSE & Motion to Dismiss.pdf  
  
**Attachments:** RESPONSE & Motion to Dismiss.pdf

**RECEIVED**  
FEB 02 2009  
PUBLIC SERVICE  
COMMISSION

Here is the response of Dept. of Corrections in the Elberta Jones matter (2008-00565). Mr. Duke had stated that the response had been mailed, but I had yet to receive it, so I had him to email me a copy.

***Allyson Honaker***

Staff Attorney  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40602  
Email: Allyson.Honaker@ky.gov  
(502) 564-3940, ext. 265

NOTICE: This email, and any attachments hereto, is for the sole use of the intended recipient(s) and may contain information that is preliminary and/or confidential. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender, via e-mail, and destroy all copies of the original message.

---

**From:** Duke, Wesley (Justice)  
**Sent:** Monday, February 02, 2009 3:11 PM  
**To:** Honaker, Allyson (PSC)  
**Subject:** RESPONSE & Motion to Dismiss.pdf



RESPONSE &  
Motion to Dismiss.p..

**COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION  
CASE NO. 2008-00565**

**In the Matter of:**

**ELBERTA JONES**

**COMPLAINANT**

**V.**

**CORRECTIONAL BILLING SERVICES**

**And**

**EASTERN KENTUCKY CORRECTIONAL  
COMPLEX**

**DEFENDANTS**

**RESPONSE AND MOTION TO DISMISS**

Comes the Defendant, Eastern Kentucky Correctional Complex, and for their Answer to the above styled complaint hereby states as follows.

The Department of Corrections is responsible for the incarceration of all state inmates of the Commonwealth of Kentucky. The Eastern Kentucky Correctional Complex is one of 13 state run institutions throughout the Commonwealth for this express purpose. The Department of Corrections has entered into a contract with EVERCOM for the express purpose of providing all inmate phone services in each of its institutions. (See Exhibit 1, Contract for Inmate Phone Service, attached hereto) Pursuant to this agreement EVERCOM is exclusively responsible for all inmate phone services and all billing matters related to this service pursuant to the attached contract.

Therefore, the Department of Corrections is in no way responsible for the for the billing of inmate collect calls at any of its institutions and as a result this matter should be dismissed as it relates to the Eastern Kentucky Correctional Complex and the Kentucky Department of Corrections.

Respectfully Submitted



Wesley W. Duke  
Justice and Public Safety Cabinet  
Office of Legal Services  
125 Holmes St.  
Frankfort, KY 40601  
502-564-4001 ext. 338

CERTIFICATE:

It is hereby certified that a true and correct copy of the foregoing was sent via US mail the \_\_\_ day of January, 2009 to the following:

Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40601

Cameshia Davis  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254

Elberta Jones  
3437 Newburg Road, Apt #3  
Louisville, KY 40218



Wesley W. Duke

<b>Solicitation</b>	Document No. S-05332599 M-05332599	Document Title Inmate Telephone Service	Page 1 of 4
	Buyer Name Amy Monroe Richardson (FAC-OMPS)		

**CONTRACT FOR INMATE TELEPHONE SERVICE**

**BETWEEN**

**THE KENTUCKY DEPARTMENT OF CORRECTIONS**

**AND**

**EVERCOM**

\*\*\*\*\*

This Master Agreement is entered into on this 1<sup>st</sup> day of June 2006, by and between the Commonwealth of Kentucky, Department Of Corrections, ("the Commonwealth") and Evercom to establish a contract for an Inmate Telephone Service.

The Commonwealth and Evercom agree to the following:

**Scope of Agreement:**

The provision of inmate phone service is undertaken with the following elements being considered as minimum general standards:

- To protect the general public from harassment and fraud.
- To protect the safety of institutional employees and inmates.
- To promote institutional security through the use of the latest intelligence gathering and monitoring technology.
- To provide telephone equipment durable enough to withstand constant use and occasional violent inmate behavior.
- To provide an efficient, user friendly Windows-based system proven to be reliable in penal environments with regard to call tracking, full channel, digital recording and monitoring of all calls, PIN database maintenance and implementation, a pre-paid calling module, speedy database information retrieval and manipulation.

**Scope of Work:**

All services provided shall be performed in accordance with the requirements established for the Provision of Inmate Telephone Services.

Billing – the Contractor agrees to maintain a billing agreement with Cincinnati Bell and any other service provider with customers located within the Commonwealth of Kentucky that will permit calls to be billed through the service provider or make other

<b>Solicitation</b>	Document No. S-05332599 M-05332599	Document Title Inmate Telephone Service	Page 2 of 4
	Buyer Name Amy Monroe Richardson (FAC-OMPS)		

billing arrangements that fully meet the Commonwealth's interest in assuring adequate billing options are available to individuals served by Cincinnati Bell.

**Technology Commitment** – The Contractor agrees to establish an annual technology review meeting with the Kentucky DOC at which it will review all new products and services. Additionally, the Contractor agrees to provide all standard software upgrades to the inmate calling system to the Commonwealth at no charge during the term of this Contract.

**Technology Grant** – the Contractor agrees to provide an eighty thousand dollar (\$80,000.00) annual technology grant that will be used to provide T-1 level access to the Kentucky Information Highway II using the services of the Rural Technology Center in Somerset, Kentucky. The DOC will determine the specific configuration and location of the T-1 network and the Contractor will be responsible for implementing it up to an annual network cost of eighty thousand dollars (\$80,000.00)

**Kiosks** – The Contractor will provide information and payment Kiosks at each of the correctional facilities served by its inmate telephone system. Payment will be accepted for Evercom Inmate Telephone Service accounts and to Kentucky Department of Corrections Inmate Trust Fund accounts, provided the appropriate interfaces into the Trust Fund system is available to the Contractor. A fee of six dollars and 95 cents (\$6.95) per transaction will be assessed to anyone using the kiosk, internet or telephonic payment methods offered by Evercom.

**Secure Inmate E-Mail** – the Commonwealth and the Contractor agree to conduct a trial of a secure inbound email service for the friends and families of inmates. The cost per two page email will be fifty cents (\$0.50) and the cost to establish an email account with Evercom will be \$5.00. The DOC will have the ability to review all email before delivery using word search and translation services provided by the secure email application. If the trial is successful the Contractor agrees to offer the email services to all other facilities for which the DOC determines to be appropriate.

**Toll Free Access Line** – The Contractor shall provide and maintain a single toll free line that will terminate at a location determined by the Kentucky DOC. The Contractor agrees to let the Commonwealth select the actual toll free number and will provide the specific number requested by the Commonwealth unless it is not available for use.

**Job Assistants Program** – The Contractor will make available a job placement program to assist inmates in finding employment opportunities. This web based application will be completely supervised and approved by the Kentucky DOC. The Contractor may discontinue this program at any time upon thirty days written notice to the Commonwealth.

<b>Solicitation</b>	Document No. S-05332599 M-05332599	Document Title Inmate Telephone Service	Page 3 of 4
	Buyer Name Amy Monroe Richardson (FAC-OMPS)		

**Effective Date of Agreement:**

This Master Agreement is effective on 01 June 2006 and ends on 31 May 2010. This Master Agreement has three (3) additional two (2) year renewal periods.

**Contract Amount:**

The DOC shall receive fifty-four percent (54%) of commission on all completed calls, whether billable, collectible or not. There shall be no deduction for fraud, uncollectible, maintenance, provisions of equipment, or any other expenses whatsoever. The commission shall be paid to DOC on a monthly basis.

**Order of Precedence:**

The documents which comprise and govern this Master Agreement are incorporated herein as follows:

- a. The specific terms in this Master Agreement and any subsequent modifications thereto;
- b. Any Addenda to the Solicitation;
- c. The Solicitation and all attachments thereto, including Section 40—Terms and Conditions of a Contract with the Commonwealth of Kentucky;
- d. General Conditions contained in 200 KAR 5:021 and Office of Material and Procurement Services' FAP 110-10-00;
- e. The RFP, S-05332599.
- f. Any clarifications concerning the Contractor's proposal in response to the Solicitation, and
- g. Evercom Technologies response to the RFP.

In the event of any conflict between these documents, the order of precedence above shall control (for example, in the event of a conflict between a. the Master Agreement and c. the Solicitation, the Master Agreement would control).

**Vendor contact information:**

Daniel McGuinn  
Evercom  
14651 North Dallas Parkway  
Suite 600  
Dallas, TX 75254  
Office: (954) 753-5184  
Cellular: (954) 234-3477  
Fax: 972-277-0514  
E-mail: DMcGuinn@securustech.net

<b>Solicitation</b>	Document No. S-05332599 M-05332599	Document Title Inmate Telephone Service	Page 4 of 4
	Buyer Name Amy Monroe Richardson (FAC-OMPS)		

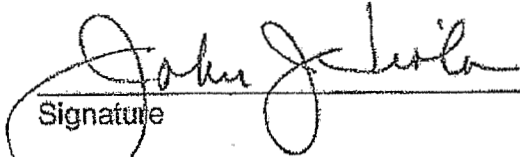
**Approvals:**

This Master Agreement is subject to the terms and conditions as stated. By affixing their signatures below, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of this agreement.

**Evercom**  
Approved by:

John J. Viola  
Printed name

VP & GM  
Title

  
Signature

5-31-06  
Date

**Department of Corrections**  
Approved by:

John REES  
Printed name

Commissioner  
Title

  
Signature

6-1-06  
Date

**Finance & Administration Cabinet**  
**Office of Material and Procurement Services**  
Approved by:

Dan Abner  
Printed name

Executive Dir.  
Title

  
Signature

6/1/06  
Date